

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 8th day of July, 2009 at about 12:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 8th day of July, 2009 at about 12:30 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5D-E

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

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

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items# 25A, 25B, 25C, 25D, 25E, 57, and 58A

Scheub made a motion, seconded by DuPey, to approve the items of the Consent Agenda Items# 25A, 25B, 25C, 25D, 25E, 57, and 58A. Motion passed 3-0.

Order #3 Consent Agenda #25 A-E

In the Matter of L C Highway: Certificates of Liability Insurance (Krooswyk Trucking & Excavating, Inc./Krooswyk Material, LLC; Meade Electric Co., Inc.; Monroe Pest Control Co., Inc.; Nettleton Specialized Carrier, Inc.; Catom Trucking, 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: (Krooswyk Trucking & Excavating, Inc./Krooswyk Material, LLC; Meade Electric Co., Inc.; Monroe Pest Control Co., Inc.; Nettleton Specialized Carrier, Inc.; Catom Trucking, Inc.). Motion passed 3-0.

Order #3 Consent Agenda #57

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.

BORE-IT CORPORATION
STEPHEN P. NAWROCKI
SIG SAUER, INC.
ACE ELECTRIC & MOTORS, INC.
ALAN M. LANDING / HERITAGE APPRAISAL SERVICE
ASPHALT SERVICE CONTACTORS, INC.
HEFTEE INDUSTRIES LLC
IMPACT SIGNS & GRAPHICS
MAROLYN STEFFEN / STEFFEN & ASSOCIATES INC.
MARGARET A. SCOTELLARO, M.D.
ROBERT H. BLACK
DR. JAN E. LEESTMA
PEURTO RICAN PARADE AND CULTRUAL ORGANIZATION OF NWI
FELISHA HENDERSON
JESSICA PORTNEY
ARTHUR SAFSTROM
ORGANIZATIONAL DEVELOPMENT SOLUTIONS
ADVERTISERS' DYNAMIC SERVICES dba L.A.W. PUBLICATIONS
BROWN EZ DUPLICATION
HANGER PROSTHETICS AND ORTHOTICS
HMB AUTO SYSTEMS, INC. dba HOOSIER MUFFLER & BRAKE
AUTO DOCTOR INC.

Order #3 Consent Agenda #58A

In the Matter of Treasurer's Departmental Report for the month of May, 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 May 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 May 2009 as submitted. Motion passed 3-0.

Order #4 Agenda #6 & 7

In the Matter of L C Building Manager – Proposals: Seal the Cracks and Stripe the South Parking Lot and Seal the Cracks and Stripe all of the Lake County Government Center Parking Lots.

DuPey made a motion, seconded by Scheub, to omit the above stated items from the Agenda. Motion passed 3-0.

Order #5 Agenda #9

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

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for the L C Building Manager for Sealing Cracks and Joints and Parking Lot Marking at the Lake County Government Center with proposals to be returned by Wednesday, August 19, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0.

AirMarking Co.

Day's Asphalt

Site Services

Order #6 Agenda #10

In the Matter of L C Building Manager – Boyd Construction Company, Inc. Invoice No. 203767 in the amount of \$9,649.89 for repairs to fire line emergency which occurred on June 23, 2009.

DuPey made a motion, seconded by Scheub, to approve the Invoice No. 203767 from Boyd Construction Company, Inc. in the amount of \$9,649.89 for repairs to fire line emergency which occurred on June 23, 2009. Motion passed 3-0.

Order #7 Agenda #11

In the Matter of L C Building Manager –Request for Property Disposal: Hobart Township Assessor.

DuPey made a motion, seconded by Scheub, to grant the Request for Property Disposal: Hobart Township Assessor, under the Lake County Building Manager. Motion passed 3-0.

Order #8 Agenda #12

In the Matter of Contract for L C Highway – Replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch.

The Board having previously taken the bids under advisement, does hereby award the contract to Dyer Construction Co., Inc. 1716 Sheffield Avenue, Dyer, IN 46311 for Replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch upon a motion by DuPey, seconded by Scheub, 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 Replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch 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:

DYER CONSTRUCTION CO., INC. W/ FEDERAL INSURANCE COMPANY in the amount of 5% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REPLACEMENT OF LAKE COUNTY BRIDGE #64, 101ST AVENUE OVER BULL RUN DITCH FOR THE LAKE CO. HIGHWAY DEPT. FOR \$520,889.55 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: July 15, 2009

FRANCES DUPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

DYER CONSTRUCTION CO., INC.

Letter of Recommendation:

July 15, 2009

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

ATTN: Roosevelt Allen Jr., President

RE: Replacement of Bridge #64/101st Avenue over Bull Run Ditch
Recommendation to Award

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Thursday, June 18, 2009 for the Replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch. Based upon our review of the bids, the Highway Department recommends award of the contract to Dyer Construction Company, the lowest and most responsive bidder in the amount of 4520,889.55.

The bids received are as follows:

*	Dyer Construction Company	\$520,889.55
*	Tonn and Blank Construction	\$545,515.64
*	American Group of Constructors	\$581,665.40
*	Ellas Construction Company	\$589,154.90
*	Kovilic Construction Company	\$870,775.80

Marcus W. Malczewski, Superintendent

Order #9 Agenda #13

In the Matter of L C Highway – Agreement for Professional Engineering Services with Harry O. Hefter-Associates, Inc. for Construction Inspection Services for the Replacement of Lake County Bridge No. 64 in an amount not to exceed \$40,000.00.

DuPey made a motion, seconded by Scheub, to make the Agreement entered into on June 16, 2009 for Professional Engineering Services with Harry O. Hefter-Associates, Inc. a matter of public record for Construction Inspection Services for the Replacement of Lake County Bridge No. 64 in an amount not to exceed \$40,000.00. Motion passed 3-0.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into June 16, _____, 2009, by and between Lake County, Indiana, acting by and through its Board of Commissioners, hereinafter referred to as the “LOCAL PUBLIC AGENCY”, and

Harry O. Hefter-Associates, Inc

1040 Kennedy Ave, Unit 409

Scherverville, Indiana 46375

hereinafter referred to as the “CONSULTANT”.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the engineering services for the project hereinafter described and,

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services for the project hereinafter described and,

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Construction Inspection Services for replacement of

Lake County Bridge No. 64

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix “A”, which is attached to this Agreement and incorporated herein by reference.

Order #9 Agenda #13 (cont'd)

Section II. Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", which is attached to this Agreement and incorporated herein by reference.

Section III. Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue notice to proceed on all or part of the work included in this Agreement subject to available funding.

Section IV. Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and incorporated herein by reference.

Section V. General Provisions1. Work Office

CONSULTANT shall perform the work under this Agreement at the following office(s):

Harry O. Hefter-Associates, Inc

1040 Kennedy Ave, Unit 409, Schererville, Indiana 46375

55 East Jackson Blvd., Suite 600, Chicago, Illinois 60604

2. Subletting Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage be restored at his expense.

4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all state, federal, and local statutes, ordinances, and regulations and obtain and pay for all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

At CONSULTANT's expense, CONSULTANT shall take all necessary precautions for the safety of, and the prevention of injury, loss and damage or death to, persons and property as a result of the work being performed under this Agreement, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities.

CONSULTANT shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance

Order #9 Agenda #13 (cont'd)

under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any laws, regulations or ordinances.

CONSULTANT assumes all risk of loss, damage or destruction to the work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees or agents arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY. CONSULTANT shall perform through its subcontractor a subsurface exploration. LOCAL PUBLIC AGENCY shall indemnify, defend and hold harmless CONSULTANT and its subcontractor from any claims due to damages caused by unforeseen conditions.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY, and any employees of it from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work under this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless, of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to:

Lake County Board of Commissioners
Attn: Marcus W. Malczewski, Lake County Highway Superintendent
1100 E. Monitor Street
Crown Point, IN 46307

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

7. Worker's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter described provided by insurance companies authorized to do such business in the state of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its sole option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law, specifically including coverage for the State of Indiana. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.

(B) The CONSULTANT shall maintain a Comprehensive General Liability Form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence with property damage liability limits of Five Hundred Thousand Dollars (\$500,000).

The policy shall include LOCAL PUBLIC AGENCY's and CONSULTANT's Comprehensive General Liability on a "blanket" basis to cover

Order #9 Agenda #13 (cont'd)

the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement and this shall appear on the certificate. The LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability policy shall be written with a limit of One Million Dollars (\$1,000,000).

(C) The CONSULTANT shall maintain a comprehensive automobile form of insurance with personal injury liability limits of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence. Property damage liability insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence. This coverage may be provided either as a separate policy or as a part of the comprehensive general liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

8. Progress Reports

The CONSULTANT shall submit a Progress Report to the LOCAL PUBLIC AGENCY with each request for payment, showing progress to the ending date of the period for which the claim is being made. The report shall consist of a progress chart with the initial schedule over which shall be superimposed the current status of the work.

9. Changes in Work

In the event that the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

10. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

11. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement for any reason upon written notice.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to

Order #9 Agenda #13 (cont'd)

fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the COUNTY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the COUNTY any damages it may sustain by reason thereof.

12. Responsibility of the CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement. Any construction costs, legal fees and administrative costs incurred by the LOCAL PUBLIC AGENCY due to negligent performance or errors in design by the

CONSULTANT shall be paid by the LOCAL PUBLIC AGENCY upon demand by the LOCAL PUBLIC AGENCY.

13. Non-Discrimination

The CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a *material* breach of Agreement.

14. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Order #10 Agenda #16

In the Matter of L C Highway/Board of Commissioners – Intergovernmental Agreement with the Town of Munster, Indiana, the City of Hammond, Indiana, the City of Gary, Indiana and the Town of Highland, Indiana for the development of a preliminary engineering study to evaluate raising-lengthen bridges and approaches to an elevation to meet the top of the Levee elevation being constructed by the Army Corp of Engineers for Bridges #143, 246, and 248.

DuPey made a motion, seconded by Scheub, to approve the Intergovernmental Agreement between Board of Commissioners on behalf of the Lake County Highway Department and the Town of Munster, Indiana, the City of Hammond, Indiana, the City of Gary, Indiana and the Town of Highland, Indiana for the development of a preliminary engineering study to evaluate raising-lengthen bridges and approaches to an elevation to meet the top of the Levee elevation being constructed by the Army Corp of Engineers for Bridges #143, 246, and 248. Motion passed 3-0.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 2009, by and between the Board of County Commissioners of Lake County, Indiana, hereinafter referred to as "The County" and The Town of Munster, Indiana, hereinafter referred to as "Munster," the City of Hammond, Indiana hereinafter referred to as "Hammond", The City of Gary, Indiana hereinafter referred to as "Gary", and The Town of Highland, Indiana hereinafter referred to as "Highland".

WITNESSETH:

WHEREAS, THE COUNTY HAS contracted for engineering services for the development of a Preliminary Engineering Study called The "Study". The Study to evaluate raising-lengthen bridges and approaches to an elevation to meet the top of the Levee elevation being constructed by the Army Corp of Engineers. See Attachments "A" & "B."

WHERE MUNSTER, HAMMOND, GARY AND HIGHLAND has requested The Study to Evaluate Raising Bridges and Approaches to an elevation to meet the top of the Levee elevation being constructed by the Army Corp of Engineers.

WHEREAS, the work contemplated by this agreement is in the nature of Highway /Bridge construction and maintenance, and matters related thereto; and,

WHEREAS, it is in the best interest of THE COUNTY, MUNSTER, HAMMOND, GARY and HIGHLAND to cooperate in causing said Study to be made, pursuant to the Indiana Interlocal Government Cooperative Act, as found in Indiana Code 36-1-7.

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

1. The parties mutually agree to assist one another Preparation of The Study as shown in Attachment "A" with The County, Munster, Hammond, Gary and Highland each pay a percentage of the cost to complete the study.
2. THE COUNTY agrees that it will enter into the contracts necessary to perform the Study, and file for Funds through the appropriate Fund Categories allocated to Local Public Agencies.

Order #10 Agenda #16 (cont'd)

3. THE COUNTY shall act as the lead agency and shall be responsible for The Study funding, and supervision, all under the Administration of a Joint Board comprised of the County Commissioners or their duly authorized representatives (not more than three (3) people) and duly authorized representatives of Munster, Hammond, Gary and Highland (not more than three (3) people) each.
4. The Auditor of THE COUNTY OF LAKE is hereby delegated the duty to receive, disburse, and account for all monies of the joint undertaking.
5. THE County agrees that it will pay the funds required from local government attributable to The Study, cost is Preliminary estimated at Seventy Five Thousand Dollars (\$75,000). Which will be appropriated from the, Cumulative Bridge Fund, MVH, and LR&S or other appropriate account.
6. Munster, Hammond, Gary and Highland each agree to pay a percentage of the Final Cost of The Study estimated at as Follows:

County 70%	Munster 5%	Hammond 10%
Gary 10%	Highland 5%	

 which will be appropriated or have been appropriated from MVH, LR & S, Cumulative Bridge or other appropriate account.
7. The costs for "The Study" are preliminary estimated to be Seventy Five Thousand Dollars (\$75,000.00). The local costs are to be shared on the basis of the actual cost to prepare "The Study". Costs attributed to "The Study" will be paid as outlined in Item # 6.
8. Final division and final amounts of local matching fund cost for "The Study" will be determined from final costs for "The Study" performed. Upon receipt by Munster, Hammond, Gary and Highland of paid receipts and documentation from the COUNTY evidencing the expenditures, Munster, Hammond, Gary and Highland will pay any balance due to the County. Monthly partial payments may be made.
9. This agreement shall be recorded in the Lake County Recorder's Office after Approval hereof by with Munster, Hammond, Gary, Highland and the County.

Attachment "A"

Preliminary Engineering Study

Bridges Maintained by Lake County
Over the Little Calumet River
Within the limits of the Levee Project

Currently Lake County Maintains ten (10) bridges that span the Little Calumet River from the Indiana/Illinois Stateline to Martin Luther King Drive, the limits the new levee constructed along the Little Calumet River.

Of the ten (10) bridges maintained by Lake County over the Little Calumet River we are requesting an Engineering Study of five (5) bridges (see attached) to include, at a minimum the below Scope of Services.

The Scope of Services for the Preliminary Engineering Study is to include but not be limited to the following:

1. Coordination with the Little Calumet River Basin Commission and the Army Corp of Engineers to obtain Levee as-built plans and/or design plans and Hydraulic data.
 2. Review existing bridge plans (if available) for the bridges within the scope of the project and also review the most Current SI&A reports for the bridges.
 3. Field survey to establish existing bridge and approach elevations and existing top of levee elevations, survey also to include relationship of the bridge as compared to the top of levee location designed for the 200 Year Flood Event.
 4. Assess bridges and prepare a feasibility study for each bridge along with recommendations or options for Rehabilitation vs. Replacement. The Study will also include the impacts of surrounding properties will have on raising/lengthening the bridges.
 5. Bridge assessments are also to include options for bridge realignment and construction alternatives to minimize impacts to surrounding properties.
 6. Prepare cost estimates for Rehabilitation and/or Replacement of each bridge structure. Estimates to include design engineering costs, environmental documentation, environmental mitigation, municipal utility relocation, construction inspection, and right of way cost estimates. The cost estimates shall assume Federal Funds will be used for construction and construction inspection.
 7. Attendance at meetings with Lake County, affected Community Officials, Little Calumet River Basin Commission, and Army Corp of Engineers, as needed, to discuss findings.
 8. Prepare final report with cost estimates for submission to State and Federal Officials for funding.
 9. Final cost estimates shall also include a cost/benefit ratio for rehabilitation/replacement vs. Closure Structures during Flood Stage events.
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Order #10 Agenda #16 (cont'd)

WITNESS WHEREOF, the parties have executed this agreement on the day first written above.

THE TOWN COUNCIL OF MUNSTER, INDIANA

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

WITNESS WHEREOF, the parties have executed this agreement on the day first written above. IN

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF HAMMOND, INDIANA

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: _____

[Signature] city assy 5/11/09

Order #10 Agenda #16 (cont'd)

TOWN of HIGHLAND, LAKE COUNTY, INDIANA
TOWN COUNCIL
RESOLUTION NO. 2009-19

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE TOWN OF HIGHLAND, TOWN OF MUNSTER, THE CITY OF HAMMOND, THE CITY OF GARY AND THE LAKE COUNTY REGARDING COST SHARING FOR A PRELIMINARY ENGINEERING STUDY TO EVALUATE RAISING AND THE LENGTHENING OF BRIDGES AND APPROACHES, ALONG THE LITTLE CALUMET RIVER TO AN ELEVATION TO MEET THE TOP OF THE FLOOD CONTROL LEVEE ELEVATION.

Whereas, Indiana Code 36-1-7-1, et seq., allows local government entities to make the most efficient use of the powers by enabling them to mutually purchase and utilize equipment and supplies for the mutual benefit of each other;

Whereas, The Lake County Highway Department has proposed a cost sharing plan to support an engineering study regarding the feasibility and costs associated with elevating several bridges which cross the Little Calumet River in order to bring the elevation on par with the elevation of the Flood Control Levee, thereby providing greater flood protection;

Whereas, The Town of Highland, the City of Gary, the City of Hammond and the Town of Munster along with Lake County desire enhanced protection along the Little Calumet River Flood Control Levees that would likely ensue from the change in elevation of the several bridges along the Little Calumet River and have communicated this to the Lake County Highway Department; and

Whereas, The Town of Highland, the City of Gary, the City of Hammond and the Town of Munster and Lake County now wish to adopt and approve an interlocal cooperation agreement that enacts a cost sharing plan to support an engineering study regarding the feasibility and costs associated with elevating several bridges which cross the Little Calumet River in order to bring the elevation on par with the elevation of the Flood Control Levee, thereby providing greater flood protection, as proposed by the Lake County Highway Department,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL of the TOWN of HIGHLAND, LAKE COUNTY, INDIANA:

Section 1. That the Interlocal Cooperation Agreement that provides a cost sharing plan to support an engineering study regarding the feasibility and costs associated with elevating several bridges which cross the Little Calumet River in order to bring the elevation on par with the elevation of the Flood Control Levee, thereby providing greater flood protection, as proposed by the Lake County Highway Department, incorporated herein as an exhibit to this resolution, is hereby approved and adopted in each and every respect;

Section 2: That the President of the Town Council is hereby authorized and directed to enter into the Interlocal Cooperation Agreement, pursuant to the applicable provisions of Indiana Code 36-1-7-1, et seq., as amended from time to time; further, the Clerk-Treasurer is hereby authorized to attest the execution of said agreement by the President of the Town Council;

Section 3. That this Resolution shall take effect and be in full force and effect from and after its passage by the Town Council of the Town of Highland, Lake County, Indiana.

DULY RESOLVED AND ADOPTED this 13th Day of April 2009, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of HIGHLAND, INDIANA


Dan Vassar, President (IC 36-5-2-10)

ATTEST:


Michael W. Griffin, IAMC/MMC/CPFA
Clerk-Treasurer (IC 33-16-4-1; IC 36-5-6-5)



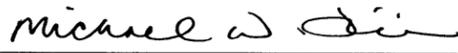
Order #10 Agenda #16 (cont'd)

IN WITNESS WHEREOF, the parties have executed this agreement on the first day written above, adopted by the Town of Highland, this 13th Day of April 2009, by the Town Council of the Town of Highland, Lake County, Indiana, having been passed by a vote of 5 in favor and 0 opposed.

TOWN COUNCIL of the TOWN of HIGHLAND, INDIANA


Dan Vassar, President (IC 36-5-2-10)

ATTEST:


Michael W. Griffin, IAMC/MMC/CPFA
Clerk-Treasurer (IC 33-16-4-1; IC 36-5-6-5)



WITNESS WHEREOF, the parties have executed this agreement on the day first written above. IN

THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF GARY, INDIANA

BY: _____

BY: _____

BY: _____

BY: _____

Order #10 Agenda #16 (cont'd)

WITNESS WHEREOF, the parties have executed this agreement on the day first written above. IN

BOARD OF COMMISSIONES OF LAKE COUNTY INDIANA

BY: Roosevelt Allen
Roosevelt Allen, District 1

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

BY: Frances DuPey
Frances DuPey, District 3

BY: Peggy H. Katona
Peggy H. Katona, County Auditor

BY: Clyde Jones
Clyde Jones, Highway Attorney

WITNESS WHEREOF, the parties have executed this agreement on the day first written above. IN

COUNCIL OF LAKE COUNTY INDIANA

BY: _____
Ernie Dillon, Member District 1

BY: _____
Elsie Franklin, Member District 2

BY: _____
Jerome Prince, Member District 3

BY: _____
Thomas O'Donnell, Member District 4

BY: _____
Christine Cid, Member District 5

BY: _____
Ted F. Bielski, Member District 6

BY: _____
Larry Blanchard, Member District 7

BY: _____
Peggy Holinga Katona, County Auditor

Order #11 Agenda #17

In the Matter of L C Highway – Lake County Bridge No. 95, Reeder Road/149th Avenue over Cedar Creek Change Order No. 1 in the decreased amount of -\$1,694.55.

DuPey made a motion, seconded by Scheub, to approve the decrease for L C Highway – Lake County Bridge No. 95, Reeder Road/149th Avenue over Cedar Creek Change Order No. 1 in the decreased amount of -\$1,694.55. Motion passed 3-0.

Order #12 Agenda #18

In the Matter of L C Highway – Counter Offer for Parcel #1, Lake County Bridge No. 227 in the amount of \$3,340.00.

DuPey made a motion, seconded by Scheub, to approve L C Highway – Counter Offer for Parcel #1, Lake County Bridge No. 227 in the amount of \$3,340.00. Motion passed 3-0.

Order #13 Agenda #19

In the Matter of L C Highway – Request for acceptance of the Offer for Temporary Right of Way and Permanent Easement for Bridge #255: Parcel 1 Jeannette A. Cockrell \$800.00 Parcel 2 The Secretary of Housing and Urban Development \$1,250.00 Parcel 3 Milan Kosanic \$200.00 Parcel 4 Wiley L. & Elaine Pitts Cuttino \$850.00.

DuPey made a motion, seconded by Scheub, to allow the Highway Department to make the offers for Temporary Right of Way and Permanent Easement for Bridge #255: Parcel 1 Jeannette A. Cockrell \$800.00 Parcel 2 The Secretary of Housing and Urban Development \$1,250.00 Parcel 3 Milan Kosanic \$200.00 Parcel 4 Wiley L. & Elaine Pitts Cuttino \$850.00. Motion passed 3-0.

Order #14 Agenda #20

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

DuPey made a motion, seconded by Scheub, to approve the Highway Department's Specifications for Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch, and ordered same to be advertised for receiving of bids on Wednesday, August 19, 2009 by 9:30 A.M. Motion passed 3-0.

Order #15 Agenda #21

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 #294, Broad Street over Cady Marsh Ditch.

DuPey made a motion, seconded by Scheub, to award Clark Dietz Inc. as the Consulting Engineering Firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch. Motion passed 3-0.

Order #16 Agenda #22

In the Matter of L C Highway – Supplemental Agreement #1 with Clark Dietz, Inc. for Lake County Bridge #294, Broad Street over Cady Marsh Ditch.

DuPey made a motion, seconded by Scheub, to approve Supplemental Agreement #1 between Board of Commissioners on behalf of the Lake County Highway Department and Clark Dietz, Inc. for Lake County Bridge #294, Broad Street over Cady Marsh Ditch. Motion passed 3-0.

Order #16 Agenda #22 (cont'd)

SUPPLEMENTAL AGREEMENT NO. 1

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 15th day of July, 2009 by and between the Board of Commissioners of Lake County, State of Indiana (hereinafter referred to as the "County") and Clark Dietz Inc., Farrar, Garvey Division (hereinafter referred to as the "Engineer").

WHEREAS, the County and the Engineer did, on April 19, 2006, enter into an Agreement providing for Design Engineering Services for the rehabilitation of Lake County Bridge #294, Broad Street over Cady Marsh Ditch and

WHEREAS, it has been determined by the County that a change in the scope and character of the services in the original Agreement are desirable and necessary, and

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

NOW, THEREFORE, the parties hereto further mutually agree as follows:

- 1) Coordinate and revise the plans to match the proposed improvements to Broad Street from 45th Avenue to Ridge Road.
- 2) Provide shop drawing review during construction and attend the pre-construction meeting.
- 3) Compensation for these services shall be as follows:

a) Revise plans	\$21,000.00
b) Review shop drawings/attend pre-const. meeting	<u>\$2,700.00</u>
Total =	\$23,700.00

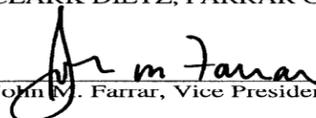
The total fee not to exceed is revised from \$23,100 to \$46,800.00

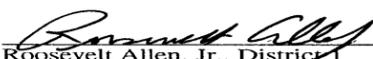
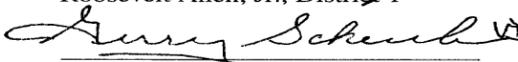
Except as herein modified, changed, and supplemented, all terms of the original Agreement, dated April 19, 2006, shall continue in full force and effect.

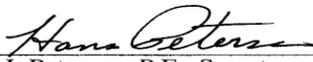
IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 in duplicate this day and year first above written.

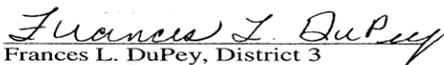
ENGINEER
CLARK DIETZ, FARRAR GARVEY DIVISION

COUNTY
LAKE COUNTY
BOARD OF COMMISSIONERS


John M. Farrar, Vice President

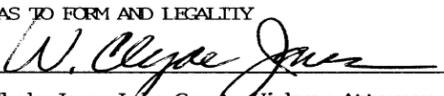

Roosevelt Allen, Jr., District 1

Gerry J. Scheub, District 2

ATTEST:

Hans J. Peterson, P.E., Secretary


Frances L. DuPuy, District 3

ATTEST:

Peggy H. Katona, Auditor

AS TO FORM AND LEGALITY

Clyde Jones, Lake County Highway Attorney

Order #17 Agenda #23

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

DuPey made a motion, seconded by Scheub, to make the Contract with Midwest Toxicology Services, Inc. a matter of public record for drug and alcohol testing services for the remainder of 2009. Motion passed 3-0.
(SEE FILE "JULY 2009" FOR COPY OF ORIGINAL)

Order #18 Agenda #24

In the Matter of L C Highway – County Utility Agreement with AT&T Midwest for buried telephone facilities, Job #7397456, 12301 and 108th Ln. Hanover Township, Town of St. John.

DuPey made a motion, seconded by Scheub, to approve the County Utility Agreement with AT&T Midwest for buried telephone facilities, Job #7397456, 12301 and 108th Ln. Hanover Township, Town of St. John. Motion passed 3-0.
(SEE FILE "JULY 2009" FOR COPY OF ORIGINAL)

Order #19 Agenda #14

In the Matter of BIDS – L C Highway – 2009 New Unused Drum Style Chipper.

This being the day, time and place for the receiving of for a 2009 New Unused Drum Style Chipper, for the Highway Department, the following bids were received:

Alexander Equipment Company	\$43,250.00
Vermear Midwest, Inc.	\$37,980.00

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

Order #20 Agenda #15

In the Matter of BIDS – L C Highway – 2009 New Unused Bomag BW900 Roller with Vibratory, Wet System, Fuelling FT-GT Trailer with a Rollover Protected System and Standard Safety Belt.

This being the day, time and place for the receiving of for a 2009 New Unused Bomag BW900 Roller with Vibratory, Wet System, Fuelling FT-GT Trailer with a Rollover Protected System and Standard Safety Belt, for the Highway Department, the following bids were received:

Finkbiner Equipment Company	\$18,088.00
WestSide Tractor Sales Co.	\$18,286.00

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

Order #21 Agenda #8

In the Matter of BIDS: L C Building Manager – Emergency Repair of the Sewer Line located at the Lake County Government Center.

This being the day, time, and place for the receiving of bids for Emergency Repair of the Sewer Line located at the Lake County Government Center, for the Building Manger, the following bids were received:

Gariup Construction Company, Inc.	\$29,400.00
Boyd Construction Company, Inc.	\$39,850.00

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

Order #22 Agenda #26

In the Matter of BIDS: L C Sheriff – Food, Bread, and Dairy Products for the period of July 1, 2009 to December 31, 2009.

The Board having previously taken the bids under advisement for Food, Bread, and Dairy Products for the period of July 1, 2009 to December 31, 2009, does hereby accept the recommendation of the Sheriff's Department to award the contracts to the lowest bidder in each Class for Food and Dairy Products, and ordered to reject the Bakery/Bread Portion of the bid received from U.S. Food Service, and also ordered the Sheriff's Department to seek the open market for the Bread items needed, upon a motion made by Scheub, seconded by Allen. Motion passed 2-1, DuPey abstain.

Food Bid Award

Classes 5, 6, 8, 9, 10, 11, 12 to **U.S. Foods**, 800 Supreme Drive, Bensenville, IL 60106 for \$250,137.66
Classes 1, 2, 3, 4, 7, 13, and 14 to **Sysco Foods**, 250 Wicboldt Drive, Des Plaines, IL 60016 for \$187,358.80
Class 15 to **CSV Sales**, 44450 Pinetree Drive, Plymouth, MI 48170 for \$39,599.22, having a total bid cost of \$477,095.68 for Food Products

Dairy Bid Award

Dairy Products to **Clovercrest Dairy**, 3400 179th St, Ste 3A, Hammond, IN 46323 for \$56,793.60.

Order #22 Agenda #26 (cont'd)

LAKE COUNTY SHERIFF'S DEPARTMENT

2293 N. MAIN STREET
CROWN POINT, IN 46307
(219) 755-3400
FAX (219) 755-3371

Rogelio "Roy" Dominguez
Sheriff
July 1, 2009

"To Serve & Protect"

Lake County Board of Commissioners
Roosevelt Allen, President
2293 N. Main Street
Crown Point, IN 46307

Re: Lake County Jail Food, Dairy and Bakery Bid

Commissioners,

We have reviewed the bids submitted for Jail Food, Dairy and Bakery for the second half of 2009. We recommend the contracts be awarded to the low bidder in each class as follows:

Food Bids:

US Foods – Class 5,6,8,9,10,11,12,
Sysco Foods – Class 1,2,3,4,7,13 and 14
CSV Sales – Class 15

Dairy Bid:

Clovercrest Dairy

Bakery Bid:

The bid submitted by US Foods does not meet our requirements because the product is frozen. We are requesting to go to the market for these items. A proposal from Interstate Brands is attached and we are requesting approval to purchase Bakery items from them. The prices listed represent a decrease over the present contract.

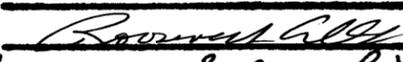
A spreadsheet of the food bid amounts is attached for your information.

Sincerely,


Rogelio "Roy" Dominguez
Sheriff of Lake County

RD/cm

www.lakecountysheriff.com

~~BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE~~

~~2293 N. MAIN STREET, CROWN POINT, IN 46307~~

Class Description	US Food Bid	Sysco Bid	CSV Sales Bid	low bid
1 Canned Fruits	\$ 18,162.20			\$ 17,962.00
2 Canned Vegetables	\$ 33,742.00			\$ 33,192.60
3 Canned Pureed Fruits and Vegetables	\$ 2,808.10			\$ 2,685.00
4 Canned Soups	\$ 27,246.75	\$ 2,072.00		\$ 26,720.00
5 Produce	\$ 2,048.00	\$ 4,710.00		
6 Beverages	\$ 4,280.00			
7 Cereals	\$ 27,433.20	\$ 2,005.40	\$ 24,291.60	
8 Cookies, Crackers & Snacks	\$ 1,632.00	\$ 20,716.30		
9 Desserts, Jellies and Spreads	\$ 20,127.90	\$ 12,084.50		
10 Staples	\$ 11,449.40	\$ 22,589.20		
11 Spices, Flavorings & Condiments	\$ 22,485.90	\$ 192,988.52		
12 Frozen Food	\$ 188,114.46			
13 Shortening, Cheese & Eggs	\$ 16,023.60	\$ 14,523.80		
14 Meats, Fish	\$ 91,297.00	\$ 67,983.80		
15 Meats, Fully Cooked	\$ 48,533.00	\$ 48,130.00		\$ 39,599.22
	\$ 250,137.66	\$ 187,358.80		\$ 39,599.22
Original Bids	\$ 515,384.31	\$ 562,096.72		\$ 39,599.22
Low Bids by Class				
US Foods (5,6,8,9,10,11,12)	\$ 250,137.66			
Sysco (1,2,3,4,7,13,14)	\$ 187,358.80			
CSV Sales (15)	\$ 39,599.22			
Total bid cost	\$ 477,095.68			
US Foods low bid savings by awarding by class	\$ (515,384.31)			
	\$ (38,288.63)			

Order #23 Agenda #27

In the Matter of L C Sheriff DFA – (Drug Free Alliance) – Consulting Contract with Jessica Portney to provide fiscal account management and administrative support for planning, assessment and implementation of DFA Grant for the period of July 27, 2009 to August 31, 2009 in an amount not to exceed \$960.00 at the rate of \$8.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between L C Sheriff DFA and Jessica Portney to provide fiscal account management and administrative support for planning, assessment and implementation of DFA Grant for the period of July 27, 2009 to August 31, 2009 in an amount not to exceed \$960.00 at the rate of \$8.00 per hour. Motion passed 3-0.

(SEE FILE "JULY 2009" FOR ORIGINAL CONTRACT)

Order #23 Agenda #28

In the Matter of L C Sheriff DFA – (Drug Free Alliance) – Consulting Contract with Naomi R. Onomakpome to provide administrative support for planning, assessment and implementation of SPF-SIG Grant for the period of July 1, 2009 to October 31, 2009 in an amount not to exceed \$9,000.00 at the rate of \$30.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between L C Sheriff DFA and Naomi R. Onomakpome to provide administrative support for planning, assessment and implementation of SPF-SIG Grant for the period of July 1, 2009 to October 31, 2009 in an amount not to exceed \$9,000.00 at the rate of \$30.00 per hour. Motion passed 3-0.

(SEE FILE "JULY 2009" FOR ORIGINAL CONTRACT)

Order #23 Agenda #29

In the Matter of L C Sheriff DFA – (Drug Free Alliance) – Consulting Contract with Feleshia Henderson to assist DFA, and Sheriff Department Employees and Volunteers in any situation arising out of the performance of the duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences for the period of July 16, 2009 to August 7, 2009 in an amount not to exceed \$1,088.00 at the rate of \$8.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between L C Sheriff DFA and Feleshia Henderson to assist DFA, and Sheriff Department Employees and Volunteers in any situation arising out of the performance of the duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences for the period of July 16, 2009 to August 7, 2009 in an amount not to exceed \$1,088.00 at the rate of \$8.00 per hour. Motion passed 3-0.

(SEE FILE "JULY 2009" FOR ORIGINAL CONTRACT)

Order #23 Agenda #30

In the Matter of L C Sheriff DFA – (Drug Free Alliance) – Consulting Contract with Arthur Safstrom to provide fiscal account management and administrative support for planning, assessment and implementation of DFA Grant for the period of July 16, 2009 to August 7, 2009 in an amount not to exceed \$1,344.00 at the rate of \$8.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between L C Sheriff DFA and Arthur Safstrom to provide fiscal account management and administrative support for planning, assessment and implementation of DFA Grant for the period of July 16, 2009 to August 7, 2009 in an amount not to exceed \$1,344.00 at the rate of \$8.00 per hour. Motion passed 3-0.

(SEE FILE "JULY 2009" FOR ORIGINAL CONTRACT)

Order #23 Agenda #31

In the Matter of L C Sheriff DFA – (Drug Free Alliance) – Amendment to the Consulting Contract entered into on June 18, 2008 for the period of July 1, 2008 to June 30, 2010 to begin August 1, 2009 with Key West Enterprises, LLC to assist with planning, assessment and implementation of SPF-SIG Grant for an additional \$9,000.00 at the rate of \$40.00 per hour not to exceed \$58,000.00 per year.

DuPey made a motion, seconded by Scheub, to approve the Amendment to the Consulting Contract entered into on June 18, 2008 for the period of July 1, 2008 to June 30, 2010 to begin August 1, 2009 with Key West Enterprises, LLC to assist with planning, assessment and implementation of SPF-SIG Grant for an additional \$9,000.00 at the rate of \$40.00 per hour not to exceed \$58,000.00 per year. Motion passed 3-0.

(SEE FILE "JULY 2009" FOR ORIGINAL CONTRACT)

Order #24 Agenda #32

In the Matter of L C Sheriff - Request for road closure between August 4, 2009 to August 17, 2009 at 121st Avenue and Chase Street.

Scheub made a motion, seconded by DuPey, to approve the Sheriff's Department request for road closure between August 4, 2009 to August 17, 2009 at 121st Avenue and Chase Street. Motion passed 3-0.

Order #25 Agenda #33

In the Matter of L C Sheriff – Vendor Qualification Affidavit from Suntrust Equipment Finance & Leasing Corporation for the Helicopter.

Scheub made a motion, seconded by DuPey, to approve the Sheriff's Vendor Qualification Affidavit from Suntrust Equipment Finance & Leasing Corporation for the Helicopter. Motion passed 3-0.

Order #26 Agenda #34

In the Matter of L C Juvenile Center – BIDS: Food, Bread, and Dairy Products for the period of July 1, 2009 to December 31, 2009.

The Board having previously taken the bids under advisement, Scheub made a motion, seconded by DuPey, to approve Shop Rite Foods with \$28,967.71 for the Food Products, Interstate Brands with \$1,077.50 for Bread Products, and Shop Rite Foods with \$2,652.69 for the Dairy Products for the period of July 1, 2009 to December 31, 2009. Motion passed 3-0.

Letter of Recommendation:

July 7, 2009

Order #26 Agenda #34 (cont'd)

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

Lake County Board of Commissioners:

We have tabulated and reviewed the Food, Bread and Dairy proposals for the Second Half of 2009, and the results of the tabulations are indicated on the attached Food, Bread, and Dairy worksheet.

We would like to recommend to the Board of Commissioners of the County of Lake award the bids to the following vendors based on the tabulations for each class:

Shop Rite Foods, Inc.
1265 Lake Park
Hobart, IN 46342

We recommend the only bid for all Food Classes, 1 through 15, totaling \$28,812.50, and Dairy totaling \$2,652.69 be accepted.

Interstate Brands

We recommend the only bid of \$1,077.50 for Bread Products be accepted.

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

Sincerely,
Dan Arendas, Assistant Director
Lake County Juvenile Center

Order #27 Agenda #35

In the Matter of L C Public Defender – Consulting Contract Amendment to the Agreement entered into on December 7, 2008 for the year 2009 with James J. Nagy for an additional \$10,000.00 at the rate of \$60.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the L C Public Defender – Consulting Contract Amendment to the Agreement entered into on December 7, 2008 for the year 2009 with James J. Nagy for an additional \$10,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.
(SEE FILE "JULY 2009" FOR ORIGINAL)

Order #28 Agenda #36

In the Matter of L C Assessor – Agreement with The Sidwell Company in an amount not to exceed \$72,634.50. (Subject to appropriation)

Scheub made a motion, seconded by DuPey, to approve the Agreement between the L C Assessor and The Sidwell Company in an amount not to exceed \$72,634.50. (Subject to appropriation).

1. Preamble

THIS AGREEMENT entered into this 15th day of July, 2009 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and LAKE COUNTY, INDIANA, a government entity, hereinafter called "the County," party of the second part WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing Professional Geographic Information System Services for various governmental agencies in the United States; and

WHEREAS, the County is desirous of having The Sidwell Company provide Professional Geographic Information System Services.

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

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

Order #28 Agenda #36 (cont'd)

2. Scope of Work**2.1 INTRODUCTION**

The following scope of work describes Sidwell's approach for providing a comprehensive GIS solution to aid the efforts of the Nexus Group (Nexus) in the reassessment of real property in Lake County, Indiana. The project outlined in this contract agreement includes eight major tasks:

- Live Tax/CAMA Integration Services
- Web Service Development
- Neighborhood Map Delineation
- Routing Map Generation
- Revaluation Quality Control Support
- Mapping Support for Public Relations
- Providing Access for Self-Appraising Lake County Townships
- GPS Field Collection Solution (Optional)

2.2 LIVE TAX/CAMA INTEGRATION SERVICES**2.2.1 Introduction**

Sidwell will work closely with Nexus to develop a web map service that will provide access to necessary tabular information from the County's tax and CAMA databases. The purpose of making this tabular information available for web mapping is to integrate the information with the existing GIS data layers available to the County user base via the Internet. When the enhanced data is combined with parcel boundary information, assessment officials will have a more robust GIS solution for reassessment at their disposal.

Nexus will be responsible for developing an attribute table that consolidates all pertinent information desired for reassessment using GIS. It is expected that this table will be a combination of information pulled from Nexus MVPTax and ProVal databases, and that the table will be updated nightly using automated scripts developed by Nexus.

2.2.2 Remote Connection

Sidwell will create a live remote connection to the Lake County database that will house the consolidated attribute table populated by Nexus. Sidwell will require the appropriate access to Lake County servers in order to access this table.

2.2.3 Web Service Development

Sidwell will modify its standardized web services in order to accommodate the needs of Nexus and Lake County by the inclusion of specific fields of data from Tax and CAMA. Data extraction script changes will be provided by Nexus. It is expected that the following fields will be included in the consolidated attribute table and accessible through the web service:

2

- 18-digit County Parcel ID Number
- Neighborhood Code
- Property Class
- Market Factor
- Assessed Value Land
- Assessed Value Improvements
- Assessed Value Total
- Land Influence
- Obsolescence
- Photo in the CAMA system (list of photos will be incorporated into a data field)
- Data Entry performed (checkbox, yes/no)
- Completed reassessment (checkbox, yes/no)

In addition to the aforementioned fields, new construction and sales history information will also be available to the web map service. This information is maintained in separate spreadsheets in the Lake County Assessor's office. Sidwell will establish routines for automatically migrating this data into the format required by the web service. It is expected that Lake County is responsible for providing these spreadsheets to Sidwell. Sidwell will work closely with Lake County to establish routines for providing updated spreadsheets in the future.

2.3 WEB SERVICE DEVELOPMENT**2.3.1 Introduction**

Sidwell will develop a web map service exclusive to the Lake County reassessment project. This service will bring together all existing geographic and tabular property data relevant to the project in a streamlined interface deployed exclusively to reassessment team members. This web service will be made available to Lake County and Nexus throughout the duration of the reassessment project. The web service will utilize the most current version of ArcGIS Server technology.

Sidwell will also configure the front-end client applications (ArcMap, ArcReader, etc.) for accessing the web service information where such applications are not currently installed. This also includes a private website for accessing the Assessor's database.

2.3.2 Establishment of Data Layers

Sidwell will work closely with the Lake County Assessor's office to determine what tabular and GIS data layers will be included in the map service. It is expected that the following thematic map layers will be included in the web service:

- Cadastral Maps (parcels, lots, subdivisions, ROW, corporate boundaries, section-township-range, etc.)
- Orthophotography

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Order #28 Agenda #36 (cont'd)

- Neighborhood Codes
- Improved Properties without Associate Photos
- Property Classes
- Assessment Trending Maps
- Market Areas (Coded by Nexus)
- New Construction
- Sales Ratios
- Recent Sales by Property Class
- Hyperlinked Images of Sales Disclosure Forms (if available in digital form)

2.3.3 Access to Assessment Data

Sidwell will establish direct read-only access to the Lake County assessment database and the Nexus consolidated appraisal database for the purpose of extracting data for the web service. The automated scripts developed by Nexus to extract the data will be replicated to a separate database for use in private website (see section 2.3.7). This task will require cooperation from Nexus, and assumes that the data resides in an ODBC SQL compliant database with Internet connectivity.

Sidwell will also work with the Lake County Assessor's office and Nexus to create read-only views of data being populated into their working CAMA database for inclusion in the web services. This task is in concert with similar tasks being performed by Nexus.

2.3.4 Web Service Testing

After the web service is developed in ArcGIS Server, the web service will be thoroughly tested for functionality and performance. The testing can be performed entirely at Sidwell, with only an Internet connection required in Lake County to access the service.

2.3.5 Client Software Configuration

Sidwell will perform on-site configuration and testing of current desktop client software in the Assessor's office to utilize the new web map service. The client software may be ArcMap, ArcReader, or Parcel Builder-MapViewer. Sidwell will ensure that all required Assessor workstations will be able to access the web service data.

2.3.6 Provide Parcel Builder-MapViewer Installation and Training to Nexus

Under the current Lake County site license agreement, Sidwell will provide five (5) seats of Parcel Builder-MapViewer to Nexus for the duration of the project. Parcel Builder Map-Viewer is a simple viewing application that will provide access to the web service data and allow Nexus to perform search and query of the assessment data. Sidwell will also provide on-site installation, configuration (to access the web service) and training on the software.

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2.3.7 Private Website

To provide access to the web service data independently of the client software workstations, Sidwell will create and make available a website exclusive to the Lake County Assessor, Nexus and any other member of the reassessment project team that is allowed access. To ensure this, the website will be password protected. The private website will be hosted at Sidwell for the duration of the reassessment project.

The website will include basic navigational tools (zoom, pan, etc.), the ability to change the visibility of layers, and basic searches based upon the data available as part of the scope of this project. The website will include all aforementioned maps and data layers (see Section 2.3.2).

2.3.8 Web Service Updates

The web service can be updated to include additional thematic maps based on requests from the Assessor. New map requests will be filled at the rate of up to 12 per year throughout the duration of the project without additional cost, as long as they are based on data already included in Nexus data export scripts.

2.4 NEIGHBORHOOD MAP DELINEATION**2.4.1 Introduction**

Sidwell will provide a GIS-based solution for the creation of a neighborhood map as a service to the Lake County Assessor. Using this solution will produce two valuable products: 1) a neighborhood map in digital form for distribution showing all neighborhood boundaries in Lake County, and 2) a cross-index table with the neighborhood code of all parcels by parcel number to upload into the Assessor's CAMA database.

2.4.2 Delineation of Neighborhood Boundaries

A Sidwell GIS Analyst will spend one day on-site at the Lake County Assessor's office to perform interactive delineation of neighborhoods based on map selection sets as designated by the Assessor staff's instruction from map display. Neighborhood polygons will be consolidated by neighborhood code or neighboring polygons.

The expected workflow for this task will be the following:

- The Sidwell Analyst will arrive with all necessary computer hardware, software and data (most importantly the Lake County GIS parcel polygon layer), and work with one or more staff members from the Lake County Assessor's office.
- The Assessor staff member will instruct the Analyst upon which parcels belong to a specific neighborhood.
- The Analyst will interactively select the parcels in the GIS, and populate the parcel attribute field with the correct neighborhood code (or other unique identification code).

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Order #28 Agenda #36 (cont'd)

- Neighborhood boundary features will be created by consolidating, or "dissolving" adjacent parcels with the same neighborhood code.
- Road right-of-ways will segregate the neighborhood boundary features and will result in multiple polygons for each area, separated by ROW. The non-contiguous boundary features will function as one unit in the GIS.

2.4.3 Neighborhood Boundary Map

After the creation of the neighborhood boundary features in the GIS, Sidwell will generate one large-scale formatted neighborhood map in Adobe PDF format for distribution by Lake County, entirely under the discretion of the County.

2.4.4 Neighborhood Code by Parcel Number Table

Sidwell will export the parcel attribute field to a separate table that will include the neighborhood codes added during the aforementioned interactive delineation task. This table, which will include the neighborhood codes for all parcel numbers in the GIS, can be imported to the Assessor's CAMA database to introduce the neighborhood codes to the system.

2.5 ROUTING MAP GENERATION**2.5.1 Introduction**

To aid Nexus in conducting field appraisal activities during the course of the reassessment project, Sidwell will train project team members on developing optimal routes for field collection using GIS.

2.5.2 Software

Sidwell will supply the County with one (1) single-use license of ArcGIS Desktop at the ArcView licensing level, and one (1) seat of the Network Analyst extension. This software will analyze the location of Lake County addresses in the GIS and optimize routes field appraisers will take in order to collect data in the most efficient manner. Routing maps will also be generated for use by the eight Lake County townships reassessed by Nexus.

2.5.3 Installation and Training

A Sidwell GIS Analyst will provide on-site installation and training on Network Analyst and routing map creation to Lake County and Nexus staff. The Analyst will spend five (5) days on-site in Lake County.

2.6 REVALUATION QUALITY CONTROL SUPPORT

Over three (3) days on-site, Sidwell will generate a series of digital map queries that isolate parcels with suspected attribute errors based on a significant variance from other similar parcels within close proximity. For example, if a sales ratio for a specific property is drastically different from the sales ratios of four parcels with the same subdivision block, it may be because of prior entry error. These map queries will allow appraisers to identify these properties visually before performing analysis. This is a means of performing quality control on the assessment database.

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2.7 MAPPING SUPPORT FOR PUBLIC RELATIONS

Maps and GIS are powerful visual aids for communicating geographic information to the public. It is expected that the Lake County assessment community will be required to present, and in some ways, defend the property revaluations that will be the results of the reassessment project. Sidwell will provide support for these public presentations of property revaluations. Sidwell will create thirty-three (33) hard copy maps. The displayed area of each map will include one full township per page. There will be three (3) maps (by property type) for each of the eleven (11) Lake County townships. The page size is 34" x 34" in color. The maps will also be delivered in Adobe PDF format.

2.8 PROVIDING ACCESS FOR SELF-APPRAISING LAKE COUNTY TOWNSHIPS

The township assessors in three Lake County townships will perform the reassessment of their properties, rather than contracting with Nexus. To aid these townships in their efforts, Sidwell will perform one (1) day of on-site installation, configuration, and training in each of 3 township assessor's offices. These visits will be for the purpose of providing each office with PB-MapViewer software, and access to the data being collected as part of the reassessment project. Each township assessor's office is required to have access to a high-speed internet connection in order to complete this task.

2.9 GPS FIELD COLLECTION SOLUTION (OPTIONAL)

The following optional solution is recommended to Lake County and/or Nexus field appraisers to improve the accuracy and efficiency of field collection using GPS technology.

2.9.1 Magellan Mobile Mapper

As an official Midwest Magellan Distributor, Sidwell will provide ten (10) Magellan Mobile Mapper GPS field collection units with ESRI ArcPad software installed to Lake County.

2.9.2 ArcPad Form Creation

Sidwell will create custom forms for ArcPad that will be used by Lake County field collectors to capture field data. Sidwell will configure ArcPad under this task to the extent that can be achieved through ArcPad form design and configuration. The form will include the ability to collect GPS points in the field and parcel numbers of all properties.

2.9.3 Data Loading

Sidwell will load all Magellan GPS units with initial cadastral data downloads and the parcel number data collection forms.

2.9.4 On-Site Training

Sidwell will provide on-site training in Lake County on the use of the GPS field collection units with ArcPad software. County staff will also be trained to download cadastral data into the field units for reference, and upload collected field data into the County enterprise geodatabase.

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Order #28 Agenda #36 (cont'd)

3. Project Fees

3.1 BASE PROJECT FEES

LIVE TAX/CAMA INTEGRATION SERVICES	\$3,872.00
- Remote data access, web service customization	
WEB SERVICE DEVELOPMENT	\$31,319.50
- Web service creation, remote data access	
- Client software configuration	
- Five (5) seats of Parcel Builder-MapViewer*	
- Private website development	
- Three and one-half (3½) days of installation, configuration and training	
NEIGHBORHOOD MAP DELINEATION	\$4,603.00
- Neighborhood boundary creation and map – one (1) day on-site	
- Cross index table – parcel number to neighborhood code	
ROUTING MAP GENERATION	\$14,590.50
- One (1) single-user license of ArcGIS Desktop at ArcView licensing level	
- One (1) seat Network Analyst extension to ArcGIS	
- Five (5) days installation and training	
REVALUATION QUALITY CONTROL SUPPORT	\$5,004.50
- Parcel error query generation and spatial analysis	
- Three (3) days on-site query development and testing	
MAPPING SUPPORT FOR PUBLIC RELATIONS	\$7,840.50
- Thirty-three (33) township maps – color hard copy and Adobe PDF	
PROVIDING ACCESS FOR SELF-APPRAISING TOWNSHIPS	\$5,404.50
- Three (3) days on-site installation, configuration and training (one day per township)	
- Providing Parcel Builder-MapViewer* and data access	
PROJECT TOTAL	\$72,634.50

* part of existing County site license agreement

3.2 OPTIONAL SERVICES

To authorize the following optional service, please place a check in the box under Select, and initial under Initial :

	Select	Initial	
GPS FIELD COLLECTION SOLUTION	<input type="checkbox"/>	_____	\$19,927.50

4. Additional Provisions

4.1 Commencement of Work

The Sidwell Company agrees to commence the work under this Contract Agreement immediately upon its execution by Lake County and to continue diligently thereafter until all work, services and materials as covered under this contract are completed.

4.2 Compensation

IT IS AGREED by and between the parties that Lake County agrees to pay The Sidwell Company a total fee of seventy-two thousand six hundred and thirty-four dollars and 50/100 (**\$ 72,634.50**), in addition to any optional services selected in Section 3.2, as compensation for the work, services and materials as described and provided for under this Contract Agreement.

4.3 Billings and Payments

IT IS FURTHER AGREED by and between the parties that The Sidwell Company will submit progress billings for portions of the work and materials as they are completed and delivered to Lake County. It is understood that Lake County will make payments to The Sidwell Company within 30 days of the receipt of a billing invoice, or in accordance with the schedule of payments for purchase orders and claims as determined by Lake County.

Order #28 Agenda #36 (cont'd)

5. Signature Page

THE SIDWELL COMPANY

By Neal Carpenter
Neal Carpenter, President, CEO

NEAL CARPENTER personally appeared and signed before me as an officer and agent of said corporation this 2nd day of July, 2009

LAKE COUNTY, INDIANA

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

By Gerry Scheub
Gerry Scheub, Commissioner

By Frances DuPey
Frances DuPey, Commissioner

Notary Attest

Krista Galle

By Peggy Katona
Peggy Katona, Auditor



Order #29 Agenda #37

In the Matter of L C Auditor – Agreement with Government Fixed Asset Services, Inc. to assist with preparation of the capital asset worksheets for fiscal year end 2008 in an amount not to exceed \$9,750.00 plus expenses.

Scheub made a motion, seconded by DuPey, to approve the Agreement between Lake County Auditor and Government Fixed Asset Services, Inc., in an amount not to exceed \$9,750.00 plus expenses, to assist with preparation of the capital asset worksheets for fiscal year end 2008. Motion passed 3-0.
(SEE FILE "JULY 2009" FOR ORIGINAL)

Order #30 Agenda #38

In the Matter of L C Plan Commission – Performance Bond Acceptance for Emerald Crossing Unit 1-C in the form of an Irrevocable Letter of Credit in the amount of \$165,393.00.

Scheub made a motion, seconded by DuPey, to approve the L C Plan Commission – Performance Bond Acceptance for Emerald Crossing Unit 1-C in the form of an Irrevocable Letter of Credit in the amount of \$165,393.00. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 29, 2009
SUBDIVISION: Emerald Crossing Unit 1-C
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$165,393.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 15TH DAY OF JULY, 2009

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIOERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #30 Agenda #39

In the Matter of L C Plan Commission – Storm Water Bond for Emerald Crossing Unit 1-C in the form of an Irrevocable Letter of Credit in the amount of \$172,000.00.

Scheub made a motion, seconded by DuPey, to approve the L C Plan Commission – Storm Water Bond for Emerald Crossing Unit 1-C in the form of an Irrevocable Letter of Credit in the amount of \$172,000.00. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 29, 2009
SUBDIVISION: Emerald Crossing Unit 1-C
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$172,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 15TH DAY OF JULY, 2009

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIOERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #30 Agenda #40

In the Matter of L C Plan Commission – Request for acceptance of Performance Bond in the form of an Official Check No. 818762 in the amount of \$14,995.00 for Tuscany Reserve.

Scheub made a motion, seconded by DuPey, to approve the L C Plan Commission – Request for acceptance of Performance Bond in the form of an Official Check No. 818762 in the amount of \$14,995.00 for Tuscany Reserve. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 29, 2009
SUBDIVISION: Tuscany Reserve
BONDING COMPANY: Centier Bank
PETITIONER: Christine Whelan

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$14,995.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 15TH DAY OF JULY, 2009

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIOERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #30 Agenda #41

In the Matter of L C Plan Commission – Letter concerning 10617 Baker Street, Crown Point, Indiana.

Scheub made a motion, seconded by DuPey, to approve the letter from the L C Plan Commission concerning 10617 Baker Street, Crown Point, Indiana. Motion passed 3-0.

Order #30 Agenda #41 (cont'd)



LAKE COUNTY PLAN COMMISSION
PLANNING & BUILDING DEPARTMENTS
2293 N. MAIN STREET
CROWN POINT, IN 46307

755-3700
755-3701
374-5955
24 HOUR ANSWERING SERVICE 755-3702

June 9, 2009

Via Facsimile at 219-769-3875
Mr. Joseph S. Irak, Attorney
LAKE COUNTY BOARD OF COMMISSIONERS
Lake County Government Center
Crown Point, Indiana 46307

Handwritten note: 6-15-09 Received for release by [signature]

RE: 10617 Baker Street, Crown Point, Indiana 46307

Dear Joe:

I have spoken with Ben Nuzzo of my Building Department. Some time ago, he completed a visual site inspection of the above referenced address. He stated that it appeared there are significant problems with the roof of the residence at this address. He could not identify specific problems or code violations without a much more involved inspection. Since we have not issued any permit for work at this location, I do not want my employees involved because of possible pending litigation. As you are aware, in many instances when the County becomes involved, we are inherently drawn into subsequent litigation.

I am uncomfortable providing any comments regarding any specific violations that may be present. This may be accomplished by employing an engineer, licensed by the State of Indiana to perform such work or any other professional with proper credentials and experience to report on any code violations at this property. By viewing the information you submitted to me, the Attorney representing this case seems to have received information from several companies that mention specific code violations.

Since Ben Nuzzo has identified an apparent problem with the roof structure and several roofing contractors have identified specific problems with the roof that have compounded the problems at the above referenced address and since the original contractor who supposedly completed the work has not returned to correct the situation, I believe that we should probably advise the Board of Commissioners to allow the bond to be released and allow this matter to proceed to rectify itself through the courts, if necessary.

Finally, it appears that much of the work proposed by the contractors identifying the problems at the above referenced address will require a Building and Zoning Permit from our office. If any of that work is to proceed, please have the contractor who will be doing the work contact Mr. Ben Nuzzo or my department to determine whether a permit will be required. All contractors working in unincorporated Lake County must be licensed with our department prior to beginning any work.

If you have any questions, contact me.

Respectfully
[Signature]
Ned Kovachevich, Director

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signatures]
APPROVED THIS 15th DAY OF July 2009

1049-M

(DOCUMENTS ATTACHED SEE FILE "JULY 2009")

Order #31 Agenda #42B

In the Matter of Property Sales: Auction.

Jim Hughes of SRI, comes before the Board to update the Commissioners of what is happening at the tax sale and to present his Lake County 2008 Property Cash Report, Scheub made a motion, seconded by DuPey, to make the report a matter of public record. Motion passed 3-0.

Order #32 Agenda #43A

In the Matter of E-9-1-1: Amendment to the Consulting Contract entered into between JJAM, Inc. and the Board of Commissioners of the County of Lake on December 17, 2008 for the year 2009.

Scheub made a motion, seconded by DuPey, to approve the Amendment to the Consulting Contract with JJAM, Inc. entered into on December 17, 2008 for the year 2009. Motion passed 3-0.

Order #32 Agenda #43A (cont'd)

CONSULTING CONTRACT AMENDMENT

This is an Amendment to the Consulting Contract entered into between JJAM, Inc. and the Board of Commissioners of the County of Lake on the 17th day of December, 2008.

The contract under Number 4 Compensation is amended as follows: The County also agrees to pay expenses for attending not more than two (2) conferences per year where certification subjects are discussed.

Approved this 15th day of July, 2009

Board of Commissioners
of the County of Lake

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Frances DuPey
Frances DuPey

Gerry J. Scheub
Gerry J. Scheub

Attested:
Peggy Batona
Peggy Batona,
Lake County Auditor

Order #33 Agenda #44

In the Matter of BIDS: Lake County Government Center Security System Improvements.

Scheub made a motion, seconded by DuPey, to defer for further review of financial situation. Motion passed 3-0.

Order #34 Agenda #45

In the Matter of Bond Action on Lake County Council Energy and Efficiency Program/Ameresco Project.

DuPey made a motion, seconded by Scheub, to approve the Bond Action on Lake County Council Energy and Efficiency Program/Ameresco Project, Ordinance No. 1313A, not to exceed \$12,000,000.00. Motion passed 3-0.

Scheub made a motion, seconded by DuPey, to approve the Order of The Board of Commissioners of the County of Lake, related to the matter as so stated above. Motion passed 3-0.

Order #34 Agenda #45 (cont'd)

ORDER OF THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

WHEREAS, the Lake County Council (the "County Council") has approved the issuance of bonds of Lake County, Indiana (the "County") for the purpose of providing funds for the costs of construction of energy conservation measures in various County Government buildings; and

WHEREAS, the County Council has forwarded to the Board of Commissioners of the County of Lake (the "Board") a copy of the report prepared by London Witte Group (the "Report") that demonstrates that revenues to be received by the County from sources other than property taxes that are exempt from the levy limitations contained in the Indiana Code are reasonably expected to equal or exceed the debt service on the bonds authorized by the County Council; and

WHEREAS, the Board has reviewed the Report and hereby accepts the findings set forth in the Report; and

WHEREAS, before the bonds can be sold, it is necessary for the Board to approve certain details relating to the bonds;

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

Section 1. The Board hereby approves the issuance of the bonds and the sale thereof by the County Auditor to the best bidder.

Section 2. The Board approves the Report and accepts the findings set forth therein.

Section 3. Wells Fargo Bank, N.A. is hereby designated as registrar and paying agent for the bonds.

Section 4. On behalf of the County, the Board represents that:

- (i) The bonds are not private activity bonds as defined in Section 141 of the Internal Revenue Code (the "Code");
- (ii) The Board hereby designates the bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Code;
- (iii) The reasonably anticipated amount of qualified tax-exempt obligations (including tax-exempt leases) which will be issued by the County and all entities subordinate to the County in 2009 does not exceed \$30,000,000; and
- (iv) The County, any body acting in the name of the County, and any entities subordinate to the County have not designated and will not designate more than \$30,000,000 of qualified tax-exempt obligations during 2009.

Therefore, the County expects the bonds to qualify for the exception in the Code from the disallowance of 100% of the deduction by financial institutions of interest expense allocable to newly acquired tax-exempt obligations.

Section 5. The Board hereby approves the use of the book entry only system for the bonds.

Section 6. The Board hereby approves the Official Statement for the bonds prepared by London Witte Group and designates the Official Statement as nearly final for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

Section 7. The Board hereby approves the Continuing Disclosure Undertaking Agreement.

Section 8. The Board has determined, based upon the advice of London Witte Group, that it is not economically advantageous for the County to obtain a municipal bond insurance policy for the bonds.

IN WITNESS WHEREOF, the Board of Commissioners of the County of Lake have hereunto set their hands, this 15th day of July, 2009.


Roosevelt Allen Jr., Commissioner


Gerry Scheub, Commissioner


Frances DuPey, Commissioner

Attest:

Peggy Holmgren, County Auditor

Order #34 Agenda #45 (cont'd)

ORDINANCE NO. 1313 R

An Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of said County for the purpose of providing funds to be used for the cost of construction of energy conservation measures in various Lake County Government buildings, all related improvements, equipment and necessary appurtenances, together with the incidental expenses in connection therewith and on account of the issuance of the bonds therefore and appropriating the proceeds of the bonds to such purpose.

WHEREAS, Lake County, Indiana (the "County") is authorized by IC 36-2-6-18 and all laws amendatory thereof and supplemental thereto to issue bonds to procure moneys to be used in the exercise of the powers of the County; and

WHEREAS, the Lake County Council ("Council") now determines that it is necessary and a proper exercise of the powers of the County to provide funds for the cost of construction of energy conservation measures in various Lake County Government buildings, all related improvements, equipment and necessary appurtenances, and incidental expenses in connection therewith in accordance with plans now on file with the County ("Project"); and

WHEREAS, the Council has received a report prepared by London Witte Group (the "Report") that demonstrates that revenues to be received by the County from sources other than property taxes that are exempt from the levy limitations contained in the Indiana Code are reasonably expected to equal or exceed the debt service on the bonds authorized hereby, and the Council hereby accepts the findings set forth in the Report; and

WHEREAS, the Council has determined that the estimated cost of the Project plus interest on the bonds through January 15, 2010 and the incidental expenses

necessary to be incurred in connection with the Project and with the issuance of the bonds to finance the Project will be in an amount not to exceed Twelve Million Dollars (\$12,000,000); and

WHEREAS, the Council finds that it is necessary to authorize the issuance of bonds in an amount not to exceed Twelve Million Dollars (\$12,000,000) for the purpose of providing funds to be applied to the Project, and that the bonds in such amount should now be authorized;

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

Section 1. Determination to Proceed; Authorization and Details of Bonds.

(a) The County shall proceed to undertake the Project.

(b) In order to procure funds with which to pay the costs of the Project, including interest on the bonds through January 15, 2010 and the costs of issuance of the bonds on account of the Project, the Auditor is authorized and directed to have prepared and to issue and sell the bonds of the County, to be designated as "General Obligation Bonds of 2009," in an aggregate principal amount not to exceed Twelve Million Dollars (\$12,000,000) ("Bonds").

(c) The Bonds shall be sold at a price of not less than 98.5% of the par value thereof, and issued in fully registered form in denominations of \$5,000 or integral multiples thereof, numbered consecutively from 1 upward, dated as of the issue date and shall bear interest at a rate or rates not to exceed six percent (6%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 15 and July 15 of each year, commencing on January 15, 2010. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day

Order #34 Agenda #45 (cont'd)

months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 15 and July 15 of each year with a final maturity no later than January 15, 2020 and in such amounts as determined by the Board of Commissioners of Lake County (the "Board"). Following the sale of the Bonds, the Board is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined by the Board.

(d) The Board and the Auditor are authorized and directed to appoint a qualified banking institution to serve as Registrar and Paying Agent ("Registrar" or "Paying Agent") for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. The Auditor is hereby authorized to enter into such agreements or understandings with such bank as will enable the bank to perform the services required of a Registrar and Paying Agent. The Auditor is further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the County and the successful bidder for the Bonds,

the Auditor may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the fifteenth day immediately preceding the interest payment date ("Record Date"), to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange

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therefor. The County and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) The Bonds shall bear an original date which shall be their issue date, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full.

(h) The Bonds shall be signed in the name of the County by the manual or facsimile signature of the Board, and the seal of the County shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Auditor. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) The County has determined that it may be beneficial to the County to have the Bonds held by a central depository system pursuant to an agreement between the

County and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a single authenticated fully registered Bond for the aggregate principal amount of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the County and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the County to make payments of the principal of and interest on the Bonds pursuant to this ordinance. The County and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i)

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payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the County's and the Paying Agent's obligations with respect to principal of and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the County of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the County to the Depository Trust Company.

Upon receipt by the County of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no

longer be restricted to being registered in the register of the County kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance.

If the County determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the County may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the County and the Registrar to do so, the Registrar and the County will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the County indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to

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bondholders by the County or the Registrar with respect to any consent or other action to be taken by bondholders, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the County and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the County and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Redemption of Bonds. The Bonds are not subject to optional redemption prior to maturity.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and

corresponding mandatory redemption obligation, in the order determined by the County, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed to the address of the registered owner as shown on the registration records of the Registrar, as of the date which is forty-five (45) days prior to the date fixed for redemption, not less than thirty (30) days prior to such redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such

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notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the County may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the County shall have no further obligation or liability in respect thereto.

Section 3. Sale of Bonds. (a) Prior to the sale of the Bonds, the Auditor shall cause to be published a notice of such sale two (2) times at least one (1) week apart in *The Post-Tribune* and *The Times* or *Crown Point Star*, newspapers published and having general circulation in the County, with the first publication occurring at least fifteen (15) days prior to the sale date and the second publication occurring at least three (3) days prior to the sale date in accordance with IC 5-1-11 and IC 5-3-1. A notice or summary notice of sale may be published in the *Court & Commercial Record* or *The Bond Buyer*, financial journals published in the City of Indianapolis and in the City and State of New York, respectively, at the discretion of the Auditor. In the alternative, the Auditor may cause to be published a notice of intent to sell bonds two (2) times one week apart in *The Post-Tribune* and *The Times* or *Crown Point Star* and *The Court & Commercial Record*. The Council hereby authorizes and approves the publication of such notices which state the purpose for which the Bonds are being issued, the total amount of the Bonds, the maximum rate of interest on the Bonds, the time and place of payment, the terms and

conditions on which bids will be received and the sale made, and such other information as the Auditor, upon advice of counsel deems necessary. The notice shall provide, among other things, that the successful bidder shall be required to submit to the County a certified or cashier's check (or wire transfer such amount as instructed by the County) not later than 3:30 p.m. (local time) on the next business day following the award. If the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the check and the proceeds thereof shall become the property of the County and shall be considered as its liquidated damages on account of such default.

All bids for the Bonds shall be sealed and shall be presented to the Auditor at her office, and the Auditor shall continue to receive all bids offered until the hour on the day fixed in the notice, at which time and place she shall open and consider the bids. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding six percent (6%) per annum or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). The rate bid on any maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. The Auditor shall award the Bonds to the highest responsible and qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the County, computing the total interest on all of the Bonds to the maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The Auditor shall have full right to reject any and all bids. If no acceptable bid is received at the time fixed in the notice for sale of the Bonds, the Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising, but

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during such continuation, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for such sale in the notice. No conditional bid or bid for less than all of the Bonds will be considered.

Prior to the delivery of the Bonds, the Auditor shall obtain a legal opinion as to the validity of the Bonds from bond counsel and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the County Attorney and the services of the County's financial advisor shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) for the bonds prepared by the County's financial advisor, on behalf of the County, is hereby authorized and approved and the Board or the Auditor are authorized and directed to execute the Official Statement on behalf of the County in a form consistent with this ordinance. The Board or the Auditor are hereby authorized to designate the Official Statement as nearly final for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

(c) If the County's financial advisor certifies to the County that it would be economically advantageous for the County to obtain a municipal bond insurance policy for the Bonds, the County hereby authorizes and directs the Board and the Auditor to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 4. Preparation of Bonds. The Auditor is hereby authorized and

directed to have the Bonds prepared, and the Board and the Auditor are hereby authorized and directed to execute the Bonds in the form and manner provided in this ordinance.

Section 5. Form of the Bonds. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA
STATE OF INDIANA
LAKE COUNTY

No. R- \$ _____

GENERAL OBLIGATION BONDS OF 2009

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication</u>	<u>CUSIP</u>
%			<u>Date</u>	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

Lake County, Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the County's obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before December 31, 2009, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on January 15 and July 15 of each year, commencing January 15, 2010. Interest shall be calculated on the basis of twelve 30-day months for a 360-day year.

The principal on this Bond is payable in lawful money of the United States of America upon presentation of this Bond at the principal corporate trust office of _____, as Registrar and Paying Agent (the "Registrar" or "Paying Agent"), in the City of _____ or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance defined below. Interest on this Bond shall be paid by check mailed one business day prior to the

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interest payment date to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THIS BOND IS PAYABLE OUT OF REVENUES OF THE COUNTY'S SHARE OF THE GAMING ADMISSIONS AND WAGERING TAXES TO THE EXTENT NEEDED TO PAY DEBT SERVICE ON THE BONDS ("GAMING REVENUES"). TO THE EXTENT THE GAMING REVENUES ARE INSUFFICIENT, THE COUNTY COVENANTS THAT IT WILL CAUSE A PROPERTY TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS TO BE LEVIED, COLLECTED, APPROPRIATED AND APPLIED FOR THAT PURPOSE AS SET FORTH IN IC 6-1.1-18.5-8.

This Bond is one of an authorized issue of bonds of the County with an aggregate principal amount of \$12,000,000 (the "Bonds") designated "General Obligation Bonds of 2009." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the Lake County Council ("County Council"), on July 14, 2009, as Ordinance No. ___-2009 (the "Bond Ordinance") and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, IC 5-1-14, IC 36-2-6-18, IC 36-2-6-19 and IC 36-2-6-20 (collectively the "Act"), for the purpose of providing funds to be applied on the Costs of the Project (as defined in the Bond Ordinance), and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the "Bonds."

Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the County, and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Ordinance are on file at the principal corporate trust office of the Registrar. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE.

The Bonds are not redeemable prior to maturity.

The Bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount plus accrued interest to the date of redemption on the dates and in the amounts set forth on Exhibit A.

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the County and the Registrar at least thirty (30)

days prior to the date fixed for redemption unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be the principal corporate trust office of the Registrar and Paying Agent unless the County selects another place. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption.

This Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, therefor. The County and the Registrar for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon. The Registrar shall not be required to register, transfer or exchange any Bond after the fifteenth day of the month immediately preceding an interest payment date on the Bonds until such interest payment date. The Registrar will not be required to (i) register, transfer or exchange any Bond during the period fifteen days next preceding mailing of a notice of redemption on any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

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

The County has designated the Bonds as qualified tax-exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended and in effect on the issue date of the Bonds.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity

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or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the County.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of Lake County, including the Bonds, does not exceed any constitutional, statutory or local ordinance or ordinance code limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, The Board of Commissioners of Lake County have caused this Bond to be executed by the manual or facsimile signatures of the Commissioners, and attested by the manual or facsimile signature of the Auditor of the County, who has caused the seal of Lake County to be impressed or a facsimile to be printed on this Bond.

COUNTY OF LAKE, INDIANA

By: *Bonnie Kelly*
Commissioner

By: *Larry Schuch*
Commissioner

By: *Francis DePoff*
Commissioner

(SEAL)

Attest: *Peggy A. Kator*
Auditor

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

_____, as Registrar
Authorized Representative

(end of bond form)

Section 6. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of taxes to be levied upon all property in the County.

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The Lake County Bond Fund is created hereby ("Bond Fund"). The Auditor is hereby authorized and directed to deposit proceeds of the Bonds in an amount equal to interest on the Bonds through January 15, 2010 into the Bond Fund. The Auditor is hereby authorized and direct to deposit the balance of the proceeds of the Bonds in a separate fund ("Construction Fund") to pay for: (1) the cost of the Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the Construction Fund may not be used for any other

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purpose. The Construction Fund shall, in accordance with IC 5-13, be deposited, at interest, with the depository or depositories of other public funds of the County, and all interest collected on it belongs to the fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with IC 5-1-13, either be paid into and become a part of the County's Bond Fund for the Bonds, or, at the direction of the Board be used by the County to pay debt service on any other outstanding obligations of the County.

Section 8. Appropriation of Proceeds. The proceeds of the Bonds and the interest earnings thereon are hereby appropriated to the cost of Project.

Section 9. Tax Pledge. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The Bonds shall be payable from the gaming revenues as described in the Report. To the extent the gaming revenues are insufficient, the County covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in IC 6-1.1-18.5-8. In such a case, there shall be levied in each year upon all taxable property in the County, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning July 15, 2010, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds. Such gaming revenues, subject to any prior pledge thereof, and the tax proceeds shall be deposited into the Bond Fund and used to pay the principal of and interest on the Bonds, when due, together with any fiscal agency charges.

Section 10. Tax Covenants and Representations. In order to preserve the

exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, the Council represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the County or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the County enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond

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proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The County reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

(d) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(e) The County will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion. The County covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(f) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(g) These covenants are based solely on current law in effect and in existence

on the date of delivery of such Bonds.

(h) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law ("Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 11. Continuing Disclosure. The Board and the Auditor are hereby authorized and directed to complete, execute and attest on behalf of the County a Continuing Disclosure Agreement ("Agreement") that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the County to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

Section 12. Debt Limit Not Exceeded. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the County's indebtedness.

Section 13. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 14. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

Order #34 Agenda #45 (cont'd)

Section 15. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the County Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 16. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Adopted this 14th day of July, 2009.

LAKE COUNTY COUNCIL

Randy Blawie

2/1/09

Jimmy Jura

Thomas W. Dorman

Ernie Pullen

Christine Reid

Elsie Frank

Attest:

Order #35 Agenda #46

In the Matter of Stimulus Energy Funds – Amendment No. 01 to Agreement between Owner and Engineer.

DuPey made a motion, seconded by Scheub, to approve Amendment No. 1 between Camp Dresser & McKee Inc. and Lake County Board of Commissioners, original agreement entered into on May 20, 2009, with the recommendation of Attorney John Dull. Motion passed 3-0.

**AMENDMENT NO: 01
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 01 is made and entered into this 15th day of July, 2009 to the Agreement between Camp Dresser & McKee Inc. ("ENGINEER") and Lake County Board of Commissioners ("OWNER") dated May 20, 2009, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Energy Efficiency and Conservation Block Grant Program, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

Task 5. Performance-based Plans and Specifications

ENGINEER shall provide biddable, performance-based plans and specifications to OWNER for the purposes of energy efficiency retrofits as written in this Amendment No.1. ENGINEER shall provide OWNER with a Basis of Design memorandum. ENGINEER shall not commence design services without written approval from OWNER of the Basis of Design memorandum.

5.1 Architectural Energy Improvement Performance-based Design Services Scope

Calumet Township Trustees Office

The architectural services shall include work related to the demolition and replacement of all exterior doors, windows, garage doors, and spandrel panels with more energy efficient products.
The design of a highly reflective rooftop coating shall be included.

Hanover Township Trustees Office

The architectural services shall include work related to the demolition and replacement of all exterior doors, windows, garage doors, and spandrel panels with more energy efficient products.
The design of a highly reflective rooftop coating shall be included.

North Township Social Center at Wicker Park

The architectural services shall include work related to the demolition and replacement of all exterior doors, windows, garage doors, and spandrel panels with more energy efficient products.
The design of a highly reflective rooftop coating shall be included.

5.2 Mechanical Systems Energy Improvement Performance-based Design Services Scope

Calumet Township

Design of replacement of the heating water boilers and associated pumping and controls shall be included. The design of replacement, higher efficiency chillers, and associated chilled water pumps shall be included. The design of replacement, central air handling units shall be included.

Order #35 Agenda #46 (cont'd)

Hanover Township

The design of replacement rooftop air handling units and domestic water heater shall be included.
Plumbing upgrade design shall only include replacement of the domestic water heater with a more efficient heater.

North Township Social Center

Design of the replacement of the rooftop air handling units and domestic water heater shall be included. Plumbing upgrade design shall only include replacement of the domestic water heater with a more efficient heater.

5.3 Electrical Systems Energy Improvement Performance-based Design Services Scope

Calumet Township

Electrical scope shall be limited to support for improvements included in mechanical and Architectural Scope. No alterations are anticipated to be made to interior lighting, egress lighting or parking lot lighting, as items covered under the Township's existing Energy Service Company (ESCO) contract are excluded from the scope.

Hanover Township

Electrical scope shall include support for improvements included in mechanical and Architectural Scope, as well as improvements to building interior and perimeter lighting. The design shall be based upon interior lighting retrofits accomplished without access to or installation work above the metal pan ceiling which exists above the visible suspended lay-in ceiling.

North Township Social Center

Electrical scope shall include support for improvements included in mechanical and Architectural Scope, improvements to building interior and perimeter lighting and improvements to parking lot lighting. Lighting alterations to decorative chandeliers and exterior sconces shall be limited to cleaning and relamping. No alterations shall be made to the existing central battery-inverter emergency lighting system. No alterations shall be made to the existing central lighting dimming controller.

5.4 Assumptions

Design shall be in accordance with the latest International Building Code adoption for the State of Indiana.
No ADA compliance issues shall be included.
No structural engineering work shall be included.
No hazardous material testing and/or removal work shall be included.
No as-built drawings shall be included.
No fire protection work shall be included.
No security system work shall be included.
No telecommunications work shall be included.
All necessary permits and/or inspections shall not be included.
All drawings requiring signatures are the responsibility of the awarded contractors.
Building commissioning shall not be included.
All facility modifications necessary to allow facility to meet current energy codes shall not be included.
Fan coil replacements shall not be included.
Radiator replacements shall not be included.
Chilled or hot water modifications shall not be included.
Cooling tower replacements shall not be included.
Work in garage areas shall not be included.
No revisions will be required or made at any utility service entrances.
Sufficient space is available in existing equipment areas to accommodate new electrical equipment without architectural modifications.
No alterations shall be made to existing exit signage or egress lighting systems.
No improvements or alterations shall be made to existing electrical distribution system.
Existing conditions not relating to renovation scope and not in compliance with current codes shall not be addressed.
Ductwork replacement, rehabilitation or additions shall not be included.

Order #35 Agenda #46 (cont'd)

Hydronic piping serving the hot water/chilled water piping systems shall not be modified, except for replacement of control valves from pneumatic operation to direct digital control (DDC). The existing piping scheme shall be re-used as much as possible.
Existing plumbing fixtures shall be re-used.
No modifications shall be performed to existing air distribution ductwork, fan coil units, or radiators.
There are no site service improvements or fire protection services included in this scope of work.

Task 6. Construction Management Services

ENGINEER shall provide the following upon completion of Task 5 (Performance-based Plans and Specifications)

- ENGINEER shall assemble three sets of bid documents.
- ENGINEER shall analyze bids and recommend awardees.
- ENGINEER shall assist OWNER with writing contracts.
- ENGINEER shall review shop drawings no more than twice for each submittal.
- ENGINEER shall conduct two progress meetings with each contractors.
- ENGINEER shall conduct a punchlist walkthru for the North, Calumet and Hanover township facilities.
- ENGINEER shall coordinate project completion certificates with contractors.
- ENGINEER shall conduct three client meetings during the design and construction tasks.
- ENGINEER shall coordinate construction sequencing to reduce disruptions at each facility.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

OWNER shall provide ENGINEER with as-necessary access to each township facility and access to any available as-built drawing information.
OWNER shall develop and submit all required U.S. Department of Energy progress reports under the Energy Efficiency and Conservation Block Grant Program based on report template developed by ENGINEER.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

Engineer shall begin design services following written approval from the U.S. Department of Energy of OWNER's EECBG application and strategy. The design phase of the project is expected to take approximately 6 weeks and construction management phase to take approximately 16 weeks.

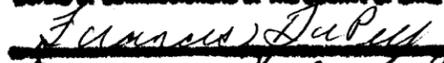
4. The payment for services rendered by ENGINEER shall be as set forth below:

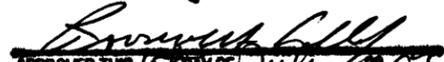
Engineer to provide Design Phase of Basic Services for 8% of the actual construction costs and provide Construction Management Phase of Basic Services for 3.5% of the actual construction costs. Monthly progress payments to ENGINEER during the design phase shall be based upon ENGINEER's labor cost times a multiplier of 3.0. ENGINEER's final payment shall be reconciled by actual construction costs.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.


ENGINEER
CHRIS MARCEL, P.E. - PRINCIPAL
DATE: 7/14/09

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 15th DAY OF July, 2009

4/01

3

Order #36

Scheub made a motion, seconded by DuPey, to deny motion to defer and take Item #44 – Bids for Lake County Government Center Security System Improvements off the table. Motion passed 3-0.

Order #37 Agenda #44

In the Matter of BIDS: Lake County Government Center Security System Improvements.

The Board having previously taken the bids under advisement, *Scheub*, if this doesn't affect anything under our previously planned program, then I would make a motion to approve DLZ Indiana, LLC to move ahead with the proposal from the committee and the money to come from the Cum Cap Fund, *DuPey*, question of Larry Blanchard, President, L C Council, Is there anything else, any other project that we looked at to come out of cum cap that will suffer because of this? *Larry Blanchard*, Not that I am aware of. *DuPey*, seconded Commissioner *Scheub's* motion, to hereby award the recommendation of DLZ Indiana LLC that The Pangere Corporation of 4050 West 4th Avenue, Gary, Indian 46406 has submitted the lowest most responsive bid for the total amount of \$332,640.00, including a four percent contingency and base bid with alternates 1, 2, 3, and 4. Motion passed 3-0.

Order #37 Agenda #44 (cont'd)

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Security System Improvements for the Lake County Government Center, 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:

THE PANGERE CORPORATION W/ WESTERN SURETY CO. in the amount of 10% of the total bid 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 SECURITY SYSTEM IMPROVEMENTS FOR LAKE COUNTY GOVERNMENT CENTER FOR \$332,640.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: July 15, 2009

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

THE PANGERE CORPORATION
STEVE N. PANGERE, PRESIDENT

LETTER OF RECOMMENDATION

June 19, 2009

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

Attn: Gerry J. Scheub, Commissioner
Roosevelt Allen, Jr., Commissioner
Frances I. Dupey, Commissioner

Re: Lake County Governmnet Center – Security System Improvements
Bid Analysis and Recommendation for Award
DLZ Account No.: 0861-4808-90

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances I. Dupey
Roosevelt Allen, Jr.
Gerry J. Scheub
OFFICE OF THE COUNTY CLERK

Dear Commissioners:

The Lake County Board of Commissioners received and publicly read aloud bid proposals for the above referenced project on June 18, 2009 at 10:00am. Bids were solicited from Contractors to provide and install Security Systems Improvements at the Lake County Government Center. DLZ has reviewed the Bid Submittals and offers the following analysis and recommendation.

A total of three bids were received; refer to attachment. Bids to perform said work with noted alternates are indicated as lump sum amounts. Based on the information available, DLZ has confirmed that **The Pangere Corporation of Gary, Indiana has submitted the lowest responsive bid amount of \$255,370**, which includes the Base Bid and Alternates 2, 3, and 4.

Based on our 05/19/09 Project Coordination Meeting, it is our understanding that Alternate 1, the site security portion of the project, will not be awarded. Additionally, it is understood that Alternates 2, 3, and 4 are desired options as follows: Alternate 2 provides access control to the Clerk's Office from the north corridor; Alternate 3 provides 3000 credential cards in addition to the 800 included within the Base Bid; Alternate 4 provides the ability to print photo ID's on credential cards.

The Contractor has acknowledged receipt of Addendum No. 1 and has confirmed that the bids submitted are valid and represent the cost for all labor and materials required for a complete installation. The Contractor anticipates the use of Tri-Electronics of Hammond, Indiana to install the access control portion of the project.

In closing, DLZ recommends that the Lake County Board of Commissioner's legal counsel review all bids received. Upon review, please notify our office on the direction that the Lake County Board of Commissioners will pursue concerning this project. Attached please find the Bid Tabulation for your review and record. If you have any questions or request additional assistance regarding this matter, do not hesitate to contact our office.

Very truly yours,

DLZ INDIANA, LLC

Jason C. Vetne
Jason C. Vetne, AIA, LEED AP
Project Manager

cc: File, JCZ, BLG, SPK, Janine Weber
John Dull (Lake County Attorney)

Attachments: Bid Tabulation 06/18/09

Order #38 Agenda #47

In the Matter of Discussion concerning maintenance service plan for the generators at the Lake County Jail.

DuPey made a motion, seconded by Scheub, to approve the maintenance service plan for the generators at the Lake County Jail up to \$2,500.00 until the actual amount of the contract is known. Motion passed 3-0.

Order #39 Agenda #48

In the Matter of Resolution changing the name of the Lake County Insurance Department to the Lake County Human Resources Department.

Scheub made a motion, seconded by DuPey, to approve the Resolution, Resolution No. 09-06, changing the name of the Lake County Insurance Department to the Lake County Human Resources Department. Motion passed 3-0.

RESOLUTION
NO. 09-06

WHEREAS, the Lake County Insurance Department provides services other than strictly insurance related, and

WHEREAS, the Lake County Insurance Department provides a series of services that are consistent with those provided by Human Resources Department.

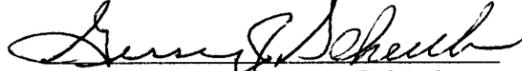
WHEREAS, continuing to use the name of Lake County Insurance Department fails to project the full and complete scope of the department's activities.

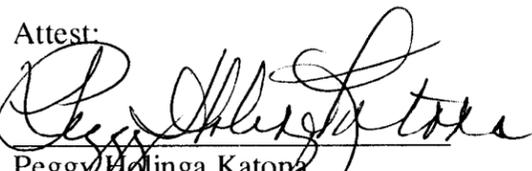
NOW THEREFORE, BE IT RESOLVED, that the name of the Lake County Insurance Department is hereby changed to the Lake County Human Resources Department.

This resolution is enacted this 15th day of July 2009.


Commissioner Roosevelt Allen, Jr.


Commissioner Frances DuPey


Commissioner Gerry J. Scheub

Attest:

Peggy Holinga Katona,
Lake County Auditor

Order #40 Agenda #49

In the Matter of Purchasing Resolution concerning public works projects costing less than \$25,000.00.

Scheub made a motion, seconded by DuPey, to approve the Resolution, Resolution No. 09-07, concerning public works projects costing less than \$25,000.00. Motion passed 3-0.

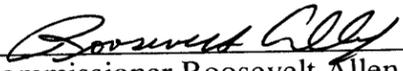
Purchasing Resolution No. 2009-07

WHEREAS, the Board of Commissioners as the county executive is the Lake County purchasing authority; and

WHEREAS, IC 36-1-12-5(i) permits a special purchasing procedure for public works projects costing less than \$25,000.00; and

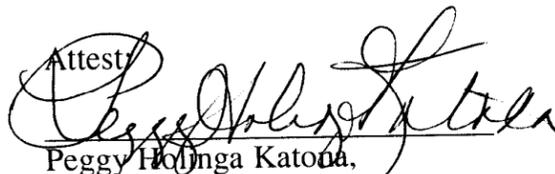
NOW THEREFORE BE IT RESOLVED that the Lake County Building Manager is authorized to solicit at least three quotes by telephone or facsimile transmission for public works projects costing less than \$25,000.00, is authorized to make the award without a 7 day waiting period, and is directed to submit the information on this action for ratification at the next Board of Commissioners public meeting.

This resolution is enacted this 15th day of July 2009.


Commissioner Roosevelt Allen, Jr.


Commissioner Frances DuPey

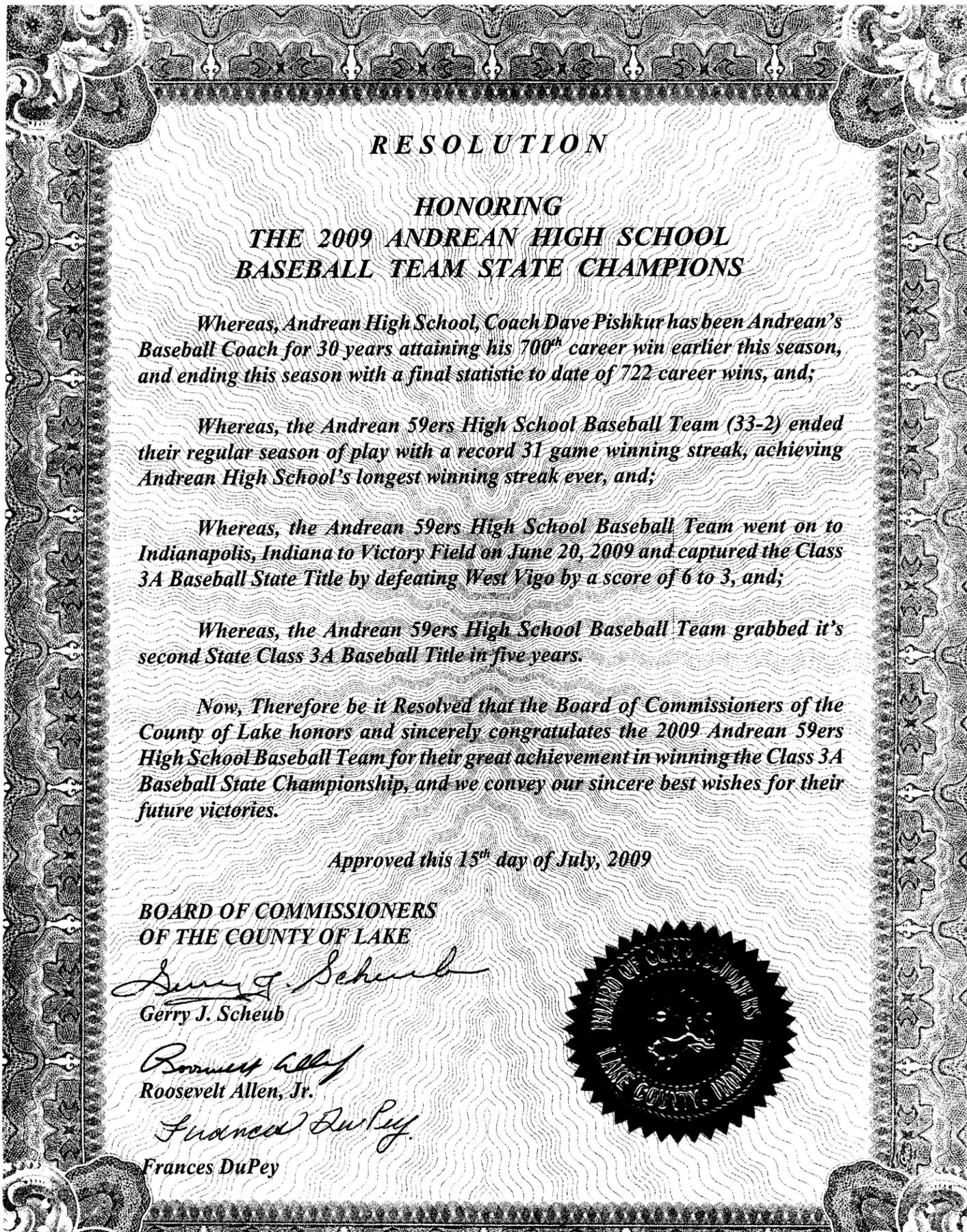

Commissioner Gerry J. Scheub

Attest

Peggy Holmgren Katona,
Lake County Auditor

Order #41 Agenda #50

In the Matter of Resolution Honoring the 2009 Andean High School Baseball Team.

Scheub made a motion, seconded by DuPey, to approve the Resolution Honoring the 2009 Andean High School Baseball Team. Motion passed 3-0.



Order #42 Agenda #8

In the Matter of PROPOSALS: Emergency Repair of the Sewer Line located at the Lake County Government Center.

DuPey made a motion, seconded by Scheub, to accept the recommendation of the Building Manager to approve Gariup Construction Company with \$29,400.00 for Emergency Repair of the Sewer Line located at the Lake County Government Center. Motion passed 3-0.

Note: Recommendation made during this meeting, no letter of recommendation to follow, the bid was reviewed by Dan Ombac, Building Manager and finds this bid to be in order.

Order #43 Agenda #51

In the Matter of Letter from AFS-Keystone, Inc. concerning the Worker Adjustment and Retraining Notification Act.

Scheub made a motion, seconded by DuPey, to approve and make the Letter from AFS-Keystone, Inc. concerning the Worker Adjustment and Retraining Notification Act a matter of public record known as the "WARN" Act. Motion passed 3-0.

Order #42 Agenda #52

In the Matter of Board of Commissioners - Operations Contract with Utility Services Corporation (USCorp) for the period of July 1, 2009 for the waste water treatment plant for the community of Hermit's Lake in an amount not exceed \$3,555.00 per month.

Scheub made a motion, seconded by DuPey, to approve the renewal of the Operations Contract between the Board of Commissioners of the County of Lake and Utility Services Corporation (USCorp) for the period of July 1, 2009 for the waste water treatment plant for the community of Hermit's Lake in an amount not exceed \$3,555.00 per month. Motion passed 3-0.
(SEE FILE "JULY 2009" FOR ORIGINAL)

Order #43 Agenda #53A

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, May 20, 2009.

Scheub made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, May 20, 2009, Regular Meeting. Motion passed 3-0.

Order #44 Agenda #54

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

None.

Order #45 Agenda #55

In the Matter of Service Agreements

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

L C COMMUNITY CORRECTIONS
L C HEALTH DEPARTMENT

W/ Paperless Business Solutions, LLC
W/ Stericycle, Inc.

Order #46 Agenda #56

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-1.

Rena Hemphill	Approved
Cynthia Millins	Approved
Mosie Wallace	Approved
Cassandra Edwards	Approved
Joe Jackson	Approved
Tamika Allen	Approved
Belinda Moore	Approved
Annie Nobles	Approved
Charlean Mack	Approved
Jamie Hansbrough	Approved in part
David Rocker	Approved on condition
Janet Triplett	Approved
Grace Cistrunk	Approved
Clifford Danzy	Approved
Elise Greenwood	Approved
Kena Jackson	Approved
Tanya Atkins	Approved
Laurell Brisco	Approved
Carlton Moore	Approved
Angela Goodes	Approved
Mary Floyd	Approved
Ernestine Franklin	Approved
Rosania Lucas	Approved
Lekea Sernell	Approved
Valerie Metcalfe	Approved
Charles Williams	Approved
Crystal Turner	Approved
Annie White	Approved
Danielle Hudson	Approved in part/on condition
Daisy Brazelton	Approved
Lydia Garcia	Approved
Kena Jackson	Approved
Diane Cobb	Approved
Aunester Walker	Approved
Cornelia Rogers	Approved
Lisa McFarland	Approved
Marie Hoggs	Approved
Phillina Sanders	Approved
Janet Triplett	Approved
John Sims	Approved
Rosie Lacy	Approved
Octavia McLaurin	Approved
Robert Wiltjer	Approved
Dwayne Harbour	Denied for appellant's failure to appear
Mary Burks	Denied for appellant's failure to appear
Sharee Lewis	Denied for appellant's failure to appear
Daniel Harrington	Denied for appellant's failure to appear
McArthur Henderson	Denied for appellant's failure to appear

Order #46 Agenda #56 (cont'd)

Glen Moore	Denied for appellant's failure to appear
Barbara Gibson	Denied for appellant's failure to appear
Francis Hatter	Denied for appellant's failure to appear
Arletta Howard	Denied for appellant's failure to appear
Loretta Burnett	Denied for appellant's failure to appear
Lorenzo Allen	Remanded to township for further consideration and review
Judy Hervey	Denied for appellant's failure to appear
Raquel Hill	Denied for appellant's failure to appear
William Zyllo	Denied for appellant's failure to appear
Nicole Waldes	Denied for appellant's failure to appear
Ralph Riley	Denied for appellant's failure to appear
Kia Smith	Denied for appellant's failure to appear
Erica Grey	Remanded to township for further consideration and review
Charlene Smith	Denied for appellant's failure to appear
Najee Strong	Denied for appellant's failure to appear
Melvin Moore	Denied for appellant's failure to appear
Janet Triplett	Denied for appellant's failure to appear
Julia Jenkins	Denied for appellant's failure to appear
Russell Anson	Denied for appellant's failure to appear
Angel Washington	Denied for appellant's failure to appear
Gail Mitchell	Denied for appellant's failure to appear
Katrina Wheatly	Denied for appellant's failure to appear
Frank Beamon	Denied for appellant's failure to appear
Kitty Brown	Denied for appellant's failure to appear
Alfred Williams	Denied for appellant's failure to appear
Louwanna Gaylor	Denied for appellant's failure to appear
April Crump	Denied for appellant's failure to appear
Thurman Dockery	Denied for appellant's failure to appear
Shonda Williamson	Denied for appellant's failure to appear
Charlotte Canada	Denied for appellant's failure to appear
Jarneisha McMillian	Denied for appellant's failure to appear
Jo Ann Hooker	Denied
Zoe Benyoun	Denied for appellant's failure to appear
Diane Cody	Denied for appellant's failure to appear
Priscilla Tristani	Denied for appellant's failure to appear
Sara Ray	Denied for appellant's failure to appear
Lernalethe Coleman	Denied for appellant's failure to appear
Yvette Blackmon	Denied for appellant's failure to appear
Tunya Curtis	Denied for appellant's failure to appear
Tammy Cannon	Denied for appellant's failure to appear
LaSandra Smith	Denied
Delira Bishop	Denied for appellant's failure to appear
Leary Williams Jr.	Denied for appellant's failure to appear
Gilbert Stevens	Denied for appellant's failure to appear
Joi Thomas	Denied for appellant's failure to appear
Corliss Marison	Denied for appellant's failure to appear
Gregory Sparin	Denied for appellant's failure to appear
Caretta Roberts	Denied
Shevonne Sherrell	Denied for appellant's failure to appear
Tanya Townsend	Denied for appellant's failure to appear
Debra McCoy	Denied for appellant's failure to appear
Katie Metcalf	Denied for appellant's failure to appear
Tyon Thomas	Denied for appellant's failure to appear
Deanna Mays	Denied for appellant's failure to appear
Tonya Franklin	Denied for appellant's failure to appear
Laura Evans	Denied
Patricia Morris	Denied for appellant's failure to appear
Sireena Lyes	Denied for appellant's failure to appear
Charmilia Jeffries	Denied for appellant's failure to appear
Rodrick Carter	Denied for appellant's failure to appear
Sheila Jordan	Denied for appellant's failure to appear
Carlton Moore	Denied for appellant's failure to appear
Michelle Morris	Denied for appellant's failure to appear
Salirina Vaughn	Denied for appellant's failure to appear
Diedra Rich	Denied for appellant's failure to appear
Priscilla Vetan	Denied
Patrina Wheatly	Denied
Gwendolyn Cooper	Remanded to Township for further consideration and review
James Ward	Denied for appellant's failure to appear
Angel Callaway	Denied for appellant's failure to appear
Chantelle Whitelan	Denied for appellant's failure to appear

Order #47 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-74.

DuPey made a special recognition motion, seconded by Scheub, in regard to Lake County Council Resolution No. 09-74, Honoring Lieutenant Luke Donsbach for his heroic efforts in a rescue at Lake George where a ten year old girl was pulled into the water by a current. Motion passed 3-0.

RESOLUTION NO. 09-74

RESOLUTION HONORING LT. LUKE DONSBACH

WHEREAS, on June 12, 2009, ten-year old Ashley Music was wading into Lake George when the current pulled her into the water and pushed her underwater; her sister, eleven-year old, Amanda Music and stepfather Chuck Edwards dove in after her, eventually catching hold of a tree; and

WHEREAS, Hobart Police and Firefighters are credited in rescuing Ashley and Amanda Music and Chuck Edwards from the rapid flowing water; and

WHEREAS, Lt. Luke Donsbach of the Hobart Fire Department participated in the rescue efforts.

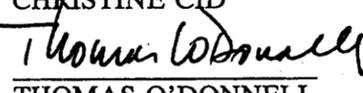
NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the heroic efforts of Lt. Luke Donsbach in saving the lives of Ashley Music, Amanda Music and Chuck Edwards; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Lt. Luke Donsbach.



DULY ADOPTED by the Lake County Council, this 14th day of July, 2009.


 HARRY BLANCHARD, President


 CHRISTINE CID


 THOMAS O'DONNELL


 TED F. BILSKI

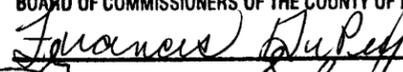
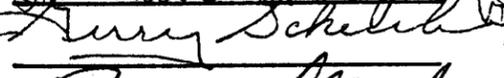
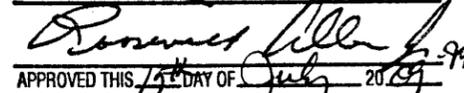

 ERNIE DILLON


 ELSIE FRANKLIN


 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




 APPROVED THIS 14th DAY OF July 2009

Order #47 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-75.

DuPey made a special recognition motion, seconded by Scheub, in regard to Lake County Council Resolution No. 09-75, Honoring Lieutenant Kevin Trinosky for his heroic efforts in a rescue at Lake George where a ten year old girl was pulled into the water by a current. Motion passed 3-0.

RESOLUTION NO. 09-75

RESOLUTION HONORING LT. KEVIN TRINOSKY

WHEREAS, on June 12, 2009, ten-year old Ashley Music was wading into Lake George when the current pulled her into the water and pushed her underwater; her sister, eleven-year old, Amanda Music and stepfather Chuck Edwards dove in after her, eventually catching hold of a tree; and

WHEREAS, Hobart Police and Firefighters are credited in rescuing Ashley and Amanda Music and Chuck Edwards from the rapid flowing water; and

WHEREAS, Lt. Kevin Trinosky of the Hobart Police Department participated in the rescue efforts.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the heroic efforts of Lt. Kevin Trinosky in saving the lives of Ashley Music, Amanda Music and Chuck Edwards; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Lt. Kevin Trinosky.

DULY ADOPTED by the Lake County Council, this 14th day of July, 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]
[Signature]

APPROVED THIS 15th DAY OF July, 2009

Order #47 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-73.

DuPey made a special recognition motion, seconded by Scheub, in regard to Lake County Council Resolution No. 09-73, Honoring Private Michael Stuckey for his heroic efforts in a rescue at Lake George where a ten year old girl was pulled into the water by a current. Motion passed 3-0.



RESOLUTION NO. 09-73

RESOLUTION HONORING PVT. MICHAEL STUCKEY

WHEREAS, on June 12, 2009, ten-year old Ashley Music was wading into Lake George when the current pulled her into the water and pushed her underwater; her sister, eleven-year old, Amanda Music and stepfather Chuck Edwards dove in after her, eventually catching hold of a tree; and

WHEREAS, Hobart Police and Firefighters are credited in rescuing Ashley and Amanda Music and Chuck Edwards from the rapid flowing water; and

WHEREAS, Firefighter/Paramedic Pvt. Michael Stuckey of the Hobart Fire Department participated in the rescue efforts.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the heroic efforts of Pvt. Michael Stuckey in saving the lives of Ashley Music, Amanda Music and Chuck Edwards; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Pvt. Michael Stuckey.

DULY ADOPTED by the Lake County Council, this 14th day of July, 2009



Larry Blanchard
LARRY BLANCHARD, President

Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Larry Scheub

APPROVED THIS 14th DAY OF July 2009

Order #47 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-72.

DuPey made a special recognition motion, seconded by Scheub, in regard to Lake County Council Resolution No. 09-72, Honoring Sergeant Matt Claussen for his heroic efforts in a rescue at Lake George where a ten year old girl was pulled into the water by a current. Motion passed 3-0.

RESOLUTION NO. 09-72

RESOLUTION HONORING SGT. MATT CLAUSSEN

WHEREAS, on June 12, 2009, ten-year old Ashley Music was wading into Lake George when the current pulled her into the water and pushed her underwater; her sister, eleven-year old, Amanda Music and stepfather Chuck Edwards dove in after her, eventually catching hold of a tree; and

WHEREAS, Sgt. Matt Claussen tied rope around Lt. Steve Houck, who was off duty, and lowered him into the lake to keep the group afloat until the dive team, consisting of police and fire personnel, arrived; and

WHEREAS, Lt. Steve Houck and Sgt. Matt Claussen's quick actions saved precious minutes and saved the lives of Ashley Music, Amanda Music and Chuck Edwards.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the heroic efforts of Sgt. Matt Claussen in saving the lives of Ashley Music, Amanda Music and Chuck Edwards; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Sgt. Matt Claussen.

DULY ADOPTED by the Lake County Council, this 14th day of July, 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 15 DAY OF July 2009

Order #47 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-71.

DuPey made a special recognition motion, seconded by Scheub, in regard to Lake County Council Resolution No. 09-71, Honoring Lieutenant Steve Houck for his heroic efforts in a rescue at Lake George where a ten year old girl was pulled into the water by a current. Motion passed 3-0.

RESOLUTION NO. 09-71

RESOLUTION HONORING LT. STEVE HOUCK

WHEREAS, on June 12, 2009, ten-year old Ashley Music was wading into Lake George when the current pulled her into the water and pushed her underwater; her sister, eleven-year old, Amanda Music and stepfather Chuck Edwards dove in after her, eventually catching hold of a tree; and

WHEREAS, Sgt. Matt Claussen tied rope around Lt. Steve Houck, who was off duty, and lowered him into the lake to keep the group afloat until the dive team, consisting of police and fire personnel, arrived; and

WHEREAS, Lt. Steve Houck and Sgt. Matt Claussen's quick actions saved precious minutes and saved the lives of Ashley Music, Amanda Music and Chuck Edwards.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council honors and recognizes the heroic efforts of Lt. Steve Houck in saving the lives of Ashley Music, Amanda Music and Chuck Edwards; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Lt. Steve Houck.

DULY ADOPTED by the Lake County Council, this 14th day of July, 2009.



[Signature]
GARRY BIANCHARD, President

[Signature]
CHRISTINE CID
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]
[Signature]
APPROVED THIS 15 DAY OF July 2009

Order #48 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-70.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-70, Honoring Mary Hill, IHSA State Girls Tennis Champion. Motion passed 3-0.

RESOLUTION NO. 09-70

**RESOLUTION HONORING MARY HILL,
IHSA STATE GIRLS TENNIS CHAMPION**

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

HEREAS, 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

HEREAS, 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

HEREAS, MARY HILL, a senior at Munster High School, with a career record of 104-1, captured the IHSA State Tennis Championship on June 13, 2009, becoming the first Northwest Indiana Individual Girls Tennis State Champion.

OW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to MARY HILL for capturing the IHSA Individual Girls Tennis State Championship; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to MARY HILL.

ADULTY ADOPTED by the Lake County Council, this 14th day of July, 2009.



Larry Blanchard
LARRY BLANCHARD, President

Kristine Cid
KRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ed F. Bilski
ED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Armand DuPey
Larry Scheub
Armand DuPey

APPROVED THIS 15th DAY OF July 2009

Members of the Lake County Council

Order #49 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-69.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-69, Honoring Rebecca Neville, IHSAA Champion – Long Jump. Motion passed 3-0.

RESOLUTION NO. 09-69

**RESOLUTION HONORING REBECCA NEVILLE,
IHSAA STATE CHAMPION - LONG JUMP**

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

HEREAS, 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

HEREAS, 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

HEREAS, REBECCA NEVILLE of Merrillville High School, jumped a personal best of 19 feet, 1 3/4 inches, winning the IHSAA State Championship in the Long Jump, upsetting a three time defending State Champion and becoming the only Lake County athlete to win a State Title this year.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to REBECCA NEVILLE, for capturing the IHSAA State Championship - Long Jump; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to REBECCA NEVILLE.

IT IS HEREBY ADOPTED by the Lake County Council, this 14th day of July, 2009.



Larry Blanchard
LARRY BLANCHARD, President

Christine Cio
CHRISTINE CIO

Thomas O'Donnell
THOMAS O'DONNELL

D. F. Bilski
D. F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Juanne DuPey
JUANNE DUPUY

Larry Scheub
LARRY SCHEUB

Boonville
APPROVED THIS 15th DAY OF July 20 09

Members of the Lake County Council

Order #49 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-76.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-76, Honoring Andean High School Boys Baseball Team. Motion passed 3-0.



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signatures]
APPROVED THIS 14th DAY OF July 2009

RESOLUTION NO. 09-76

RESOLUTION HONORING ANDREAN HIGH SCHOOL BOYS BASEBALL 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,** Andean High School Boys Baseball Team, captured the IHSAA Class 3A Baseball Championship, beating West Vigo 6-3, and winning the School's second State Title in five seasons.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Andean High School Baseball Team, the IHSAA Class 3A Baseball State Champions; and that a copy of this Resolution be spread on the official records of the Lake County Council and an official copy be delivered to the Andean High School Boys Baseball Team.



DATED THIS 14th day of July, 2009.

[Signature]
GARRY 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

Order #49 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Resolution No. 09-80.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Resolution No. 09-80, Resolution to Transfer Balance in Lake County's Family and Children Fund (I.C. 12-19-7), Fund No. 168, and Children's Psychiatric Residential Treatment Service Fund (I.C. 12-19-7.5), Fund No. 243, To The County's Levy Excess Fund (I.C. 6-1.1-18.5-17), Fund No. 113. Motion passed 3-0.

Order #49 Agenda #59 (cont'd)

RESOLUTION NO. 09-80**RESOLUTION TO TRANSFER BALANCE IN LAKE COUNTY'S
FAMILY AND CHILDREN FUND (I.C. 12-19-7), FUND NO. 168,
AND CHILDREN'S PSYCHIATRIC RESIDENTIAL TREATMENT SERVICE
FUND (I.C. 12-19-7.5), FUND NO. 243, TO THE
COUNTY'S LEVY EXCESS FUND (I.C. 6-1.1-18.5-17), FUND NO. 113**

WHEREAS, HEA 1001 (ss), Sec. 477, provides that a County that on April 1, 2009, had an aggregate balance of at least Ten Million (\$10,000,000.00) Dollars in the County's:

- (1) Family and Children's Fund (I.C. 12-19-7); and
 - (2) Children's Psychiatric Residential Treatment Service Fund (I.C. 12-19-7.5);
- shall transfer the balance to the County's Levy Excess Fund (I.C. 6-1.1-18.5-17); and

WHEREAS, as of April 1, 2009, Lake County's Family and Children's Fund, Fund No. 168, and the Children's Psychiatric Residential Treatment Service Fund, Fund No. 243, had an aggregate balance in excess of Ten Million (\$10,000,000.00) Dollars; and

WHEREAS, the Family and Children's Fund, Fund No. 168, has a current balance of Twelve Million Nine Hundred Eighty-Eight Thousand Six Hundred Thirty-Seven and 76/100 (\$12,988,637.76) Dollars; and

WHEREAS, the Children's Psychiatric Residential Treatment Service Fund, Fund No. 243, has a current balance of One Million Seven Hundred Thirteen Thousand Four Hundred Thirty-Six and 11/100 (\$1,713,436.11) Dollars; and

WHEREAS, approximately One Million (\$1,000,000.00) Dollars of accrued claims for outstanding obligations may be received by the County against the Family and Children's Fund, Fund No. 168; and

WHEREAS, approximately Five Hundred Thousand (\$500,000.00) Dollars of accrued claims for outstanding obligations may be received by the County against the Children's Psychiatric Residential Treatment Service Fund, Fund No. 243).

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the sum of Eleven Million Nine Hundred Eighty-Eight Thousand Six Hundred Thirty-Seven and 76/100 (\$11,988,637.76) Dollars shall be transferred from the Family and Children's Fund, Fund No. 168, to the Lake County Levy Excess Fund, Fund No. 113, and the sum of
-

Order #49 Agenda #59 (cont'd)

One Million (\$1,000,000.00) Dollars shall remain in the Fund No. 168, Family and Children's Fund, to be applied to appropriate accrued claims for outstanding obligations to be received by Lake County.

- 2. That the sum of One Million Two Hundred Thirteen Thousand Four Hundred Thirty-Six and 11/100 (\$1,213,436.11) Dollars shall be transferred from the Children's Psychiatric Residential Treatment Service Fund, Fund No. 243, and the sum of Five Hundred Thousand (\$500,000.00) Dollars, shall remain in Fund No. 243, Children's Psychiatric Residential Treatment Service Fund, to be applied to appropriate accrued claims for outstanding obligations to be received by Lake County.
- 3. That within one (1) year from the date of this Resolution, the County Council shall transfer the balance in Fund No. 168 and Fund No. 243, to the County's Levy Excess Fund, Fund No. 113, unless all appropriate accrued claims for outstanding obligations have not been received and paid from the Funds.
- 4. That within one (1) year from the date of this Resolution, all appropriate accrued claims for outstanding obligations have not been received and paid by the County from Fund No. 168 and Fund No. 243, sufficient amounts shall be kept in Fund No. 168 and Fund No. 243, to meet the claims and obligations.



SO RESOLVED THIS 14TH DAY OF JULY, 2009.

Larry Blanchard
 LARRY BLANCHARD, President

Christine CID
 CHRISTINE CID

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Harry Scheub

Bonnie Bell
 APPROVED THIS 14TH DAY OF July 20 09

Order #49 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Ordinance No. 1156A-5.

DuPey made a motion, seconded by Scheub, to approve Lake County Council Ordinance No. 1156A-5, Ordinance Amending The Gambling Admission Tax Fund Ordinance No. 1156A. Motion passed 3-0.

Order #49 Agenda #59 (cont'd)

ORDINANCE NO. 1156A-5

**ORDINANCE AMENDING THE GAMBLING
ADMISSION TAX FUND ORDINANCE NO. 1156A**

WHEREAS, on June 11, 1996, the Lake County Council established the Lake County Gambling Admission Tax Fund, Ordinance No. 1156A; and

WHEREAS, Ordinance No. 1156A provides for the use of funds in the Lake County Gambling Admission Tax Fund, to include appropriations for infrastructure under the direction of the Lake County Highway Department; and

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1156A be amended as follows:

DELETE:

- D. **Lake County Highway Department Infrastructure and Equipment/Non-Reverting Lake County Highway Department Fund.**

Pursuant to paragraph B of this Ordinance, five (5%) percent of the funds shall be deposited in the non-reverting Lake County Highway Department Fund, and appropriated only for infrastructure and equipment under the jurisdiction of the Lake County Highway Department. Infrastructure shall be defined as roads and bridges. Equipment shall be defined as any machinery, tools, and processes used by the Lake County Highway Department in the course of their duties and responsibilities.

INSERT:

- D. **Lake County Highway Department Infrastructure and Equipment/Non-Reverting Lake County Highway Department Fund.**

Pursuant to paragraph B of this Ordinance, five (5%) percent of the funds shall be deposited in the non-reverting Lake County Highway Department Fund, and appropriated only for infrastructure and equipment under the jurisdiction of the Lake County Highway Department. Infrastructure shall be defined as roads and bridges. Equipment shall be defined as any machinery, tools, supplies,

services and processes used by the Lake County Highway Department in the course of their duties and responsibilities.

SO ORDAINED THIS 14th DAY OF JULY, 2009.



Larry Blanchard
LARRY BLANCHARD, President

Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis D. ...

Henry Schenk

APPROVED THIS 15th DAY OF July, 2009

Order #50 Agenda #59

In the Matter of Lake Council Ordinances and Resolutions: Ordinance No. 1306E.

DuPey made a motion, seconded by Allen, to veto Lake County Council Ordinance No. 1156A-5, Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance for 2009, Ordinance No. 1306E. Motion passed 2-1.

ORDINANCE NO. 1306E-1

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES PAY RATE ORDINANCE FOR 2009. ORDINANCE NO. 1306E

WHEREAS, on December 9, 2008, the Lake County Council adopted the Lake County Part-Time Employees Pay Rate Ordinance for 2009, Ordinance No. 1306E; and

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be amended as follows:

DELETE:

SECTION III.

- 7. Prosecutor's Office
 - e. Administrative Personnel \$10.00-15.00/hr.

INSERT:

SECTION III.

- 7. Prosecutor's Office
 - e. Administrative Personnel \$10.00-25.00/hr.

SO ORDAINED THIS 14th DAY OF JULY, 2009.

Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Larry Blanchard
LARRY BLANCHARD, President

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Francis DuPey
Francis DuPey

Ernie Allen
ERNE ALLEN
VETOED THIS 15th DAY OF July 2009



Order #51 Agenda #60

In the Matter of Appointments: Certificate of Appointment from the June 18, 2009 Commissioners meeting.

DuPey made a motion, seconded by Scheub, to make the Certificate of Appointment for Zern Hayden, as a member of the Lowell Library Board, a matter of public record. Motion passed 3-0.

Order #52 Agenda #61

In the Matter of Reports: Staff Reports from Attorney John Dull.

Scheub made a motion, seconded by DuPey, to approve the staff report from Attorney Dull regarding an Indemnification Agreement with Lake County Agricultural Society, Inc. Motion passed 3-0.

Order #52 Agenda #61 (cont'd)

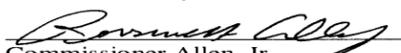
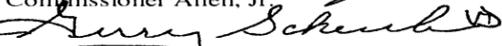
INDEMNIFICATION AGREEMENT

This agreement is entered into between the Board of Commissioners of the County of Lake on behalf of Lake County (hereinafter referred to as "County") and the Lake County Agricultural Society, Inc. (hereinafter referred to as "Fair Board").

1. The County owns real estate commonly known as the Lake County Fairgrounds.
2. The Fair Board donates equipment to the County for use at the Fairgrounds.
3. The County and the Fair Board desire to execute an indemnification agreement to protect the Fair Board when the property donated by the Fair Board to the County is used by third parties or the County.
4. The indemnification agreement will not encompass the following:
 - a. Any claim by any party to the extent alleged and found to have resulted from or arisen out of the negligence, gross negligence, or willful misconduct of the Fair Board.
 - b. Any claim to the extent that the alleged claim arose during the period of the annual Lake County Fair when the property and its improvements commonly known as the Lake County Fairgrounds is under the control of the Fair Board.
5. The scope of the indemnification agreement by the County is as follows:
 - a. The County shall indemnify, defend (by approved legal counsel) and hold the Fair Board (and its directors, officers, employees, agents, and independent contractors, if applicable) harmless against any and all claims, demands, liabilities, losses, damages, and injuries, of whatsoever kind, and all fees (including but not limited to reasonable attorneys' fees), costs, expenses, penalties, and interest, relating to, resulting from or in any way arising out of any incident in connection with the equipment and other improvements paid for by the Fair Board and donated to the County.
 - b. The indemnification coverage will not include that use described in paragraph 4a and b above.
6. The consideration for this indemnification agreement is the equipment and improvements at the Lake County Fairgrounds that were paid for and installed by or on behalf of the Lake County Agricultural Society, Inc..

7. This indemnification agreement shall apply to that property and those improvements already donated by the Fair Board and to any property and improvements donated by the Fair Board to the County in the future which are located at the Lake County Fairgrounds.
8. This agreement is effective on the date when all of the necessary parties have executed the agreement as indicated by their signatures below.

For Lake County Board of Commissioners:


 Commissioner Allen, Jr.

 Commissioner Gerry Scheub

 Commissioner Frances DuPey

Date: 7-15-09

For Lake County Agricultural Society, Inc.:

 President

 Secretary
 Date: _____

Attest:

 Auditor Peggy Katona

Order #53 Agenda #61

In the Matter of Reports: Staff Reports from Attorney John Dull.

Scheub made a motion, seconded by DuPey, to table the staff report from Attorney John Dull regarding Jackie Crook-DeChantal, until further information is gathered. Motion passed 3-0.

Order #54

Commissioner DuPey, wants her "no" vote in the matter of the approval of the Poor Relief Decisions to now reflect a "yes" vote, making the vote 3-0 for Order #46 Agenda #56.

Order #55 Agenda #64

In the Matter of Next Commissioners Meeting Date/Time.

The next Commissioners Meeting will be held on Wednesday, August 19, 2009 at 10:30 A.M. This is a **Special** Commissioners Meeting.

The next Commissioners Meeting will be held on Wednesday, September 23, 2009 at 10:30 A.M. This is a **Special** Commissioners Meeting.

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

The next Board of Commissioners Meeting will be held on Wednesday, August 19, 2009 at 10:30 A.M.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, August 19, 2009 at 10:30 A.M.

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

