

The Board met in due form with the following members present: Frances DuPey, Roosevelt Allen, Jr., and Gerry Scheub. 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 19th day of October, 2010 at about 12:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19th day of October, 2010 at about 12:45 p.m.

Order #1 Agenda #5A

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

Scheub made a motion, seconded by Allen, to approve the opening of the Bids and Proposals, excluding Bids received for Energy Grant. Motion carried.

Order #2 Agenda #5 B-D

In the Matter of Notices/Agenda: Additions, Deletions, and/or corrections to Agenda for a Regular Meeting; Approved Final Agenda made a matter of public record.

Scheub made a motion, seconded by Allen, to approve the Additions: Item #12C – Automatic Gates in North Parking Lot; Item #14A – Addendum Number 1 to the Specification for Concrete Curb and Gutter Removal and Replacement to be ratified; Item #14B – Addendum Number 1 to the Specification for Painted Pavement Markings on selected County Roads to be ratified; Deletions – none; Corrections – none, and ordered same to approve the Final Agenda as a matter of public record. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda (Items #21A, 21B, 21C, 25, 66A, 66B, 66C, 66D, 66E, 71, 72A, AND 72B).

Scheub made a motion, seconded by Allen, to approve and make a matter of public record, the Items of the Consent Agenda (Items #21A, 21B, 21C, 25, 66A, 66B, 66C, 66D, 66E, 71, 72A, AND 72B). Motion carried.

Order #3 Consent Agenda #21 A-C

In the Matter of Consent Agenda – L C Highway: Certificates of Liability Insurance (A. The Airmarking Company, Inc.; B. Buckeye Partners, LP; C. Smit Brothers Excavating)

Scheub made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway – Certificates of Liability Insurance (A. The Airmarking Company, Inc.; B. Buckeye Partners, LP; C. Smit Brothers Excavating). Motion carried.

Order #3 Consent Agenda #25

In the Matter of Consent Agenda – L C Sheriff: Documentation concerning Gasoline Bids for the month of September, 2010.

Scheub made a motion, seconded by Allen, to accept and make a matter of public record the L C Sheriff documentation concerning Gasoline Bids for the month of September, 2010. Motion carried.
(FOR DOCUMENTATION SEE FILE "OCTOBER 2010")

Order #3 Consent Agenda #66A

In the Matter of Consent Agenda - - (IDEM) Indiana Department of Environmental Management.

Scheub made a motion, seconded by Allen, to make a matter of public record the Indiana Department of Environmental Management – Jupiter Aluminum Corporation; Beemsterboer Slag Corporation; Shorewood Forest Utilities; Gary Material Supply, LLC; Georgia-Pacific Consumer Products, LP; Hammond Sanitary District; Marathon Petroleum Company LP; Cargill, Inc.; Dover Chemical – Hammond Works; Illiana Disposal Partnership; Cargill, Inc.; City of Whiting; Mt. Carmel Stabilization Group, Inc.; Mid-Continent Coal and Coke Company; Mid Continent Coal & Coke-contractor of Arcelor Mittal (318); Coal Science Laboratories, Inc.; City of Whiting; Gary Material Supply, LLC. Motion carried.

Order #3 Consent Agenda #66B

In the Matter of Consent Agenda – (IDEM) Indiana Department of Natural Resources.

Scheub made a motion, seconded by Allen, to make a matter of public record the Indiana Department of Natural Resources – Little Calumet River Basin Development Commission; The Nature Conservancy; Morgan/Skinner/Boyd Homestead; Ibach House; Walter Allman House; Norfolk Southern Corporation; R&B 455 LLC. Motion carried.

Order #3 Consent Agenda #66C

In the Matter of Consent Agenda – (IDEM) Indiana Department of Transportation.

Scheub made a motion, seconded by Allen, to make a matter of public record the Indiana Department of Transportation – SR 130 @ Lake/Porter County Line Rd, Traffic Signal Installation and Intersection Improvement. Motion carried.

Order #3 Consent Agenda #66D

In the Matter of Consent Agenda – (IDEM) Certificates of Liability Insurance.

Order #3 Consent Agenda #66D (cont'd)

Scheub made a motion, seconded by Allen, to make a matter of public record the Certificates of Liability Insurance – Purdue University/Risk Management, NaphCare, Inc., Unistrut International Corporation, Area Plumbing & Sewer Co Inc., Lafayette Materials Management Co., Inc. dba Lammco, Parvin-Clauss Sign Co., Inc. Motion carried.

Order #3 Consent Agenda #66E

In the Matter of Consent Agenda – (IDEM) Continuation Certificates

Scheub made a motion, seconded by Allen, to make a matter of public record the Continuation Certificates – Phillips Electric Inc., Anthony-Patrick Insurance Corp. Motion carried.

Order #3 Consent Agenda #71

In the Matter of Standard Items: Vendor Qualification Affidavits.

Scheub made a motion, seconded by Allen, to approve the following Vendor Qualification Affidavits. Motion carried.

E.C. BABILLA, INC.
M & S GENERAL CONSTRUCTION
HOBART SANITARY DISTRICT
ENVIRONMENTAL MANAGEMENT INSTITUTE
LANGLEY CONSTRUCTION, INC.
ACCURATE CONSTRUCTION
WORLD CUP SUPPLY, INC.
JWINAMACK, LLC
NATIONAL DISTRICT ATTORNEYS ASSOCIATION
RICHARD S. BRUNER
R & P RESTAURANT SERVICE INC.

Order #3 Consent Agenda #72A

In the Matter of Clerk's Branches Report for the months of May thru September, 2010.

Comes now, Michael A. Brown, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of May thru September 2010. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Allen, to accept the above Clerk's Branches Reports of May thru September 2010 as submitted. Motion carried.

Order #3 Consent Agenda #72B

In the Matter of Treasurer's Departmental Report for the month of August-September, 2010.

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 August-September 2010. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Allen, to accept the above Treasurer's Report of August-September 2010 as submitted. Motion carried.

Order #4 Agenda #60

In the Matter of L C Board of Commissioners – Lake County Resolution No. 10-92, Town of Winfield Resolution No. ____ . Joint Resolution approving an Interim Interlocal Cooperation Agreement to provide Police Services to the Town of Winfield by the Lake County Sheriff's Department. Ratify action approving an Interim Interlocal Cooperation Agreement to provide Police Services to the Town of Winfield by the Lake County Sheriff's Department. Ratify action approving Interlocal Agreement on October 12, 2010.

Allen made a motion, seconded by Scheub, to ratify the approval of Lake County Resolution No. 10-92, Town of Winfield Resolution No. ____, Joint Resolution approving an Interim Interlocal Cooperation Agreement to provide Police Services to the Town of Winfield by the Lake County Sheriff's Department. Motion carried.

(Commentary by L C Sheriff Dominguez; Police Chief's present)
(con'd)

Order #4 Agenda #60 (cont'd)

LAKE COUNTY RESOLUTION NO. 10-92

TOWN OF WINFIELD RESOLUTION NO. _____

JOINT RESOLUTION APPROVING AN INTERIM INTERLOCAL COOPERATION AGREEMENT TO PROVIDE POLICE SERVICES TO THE TOWN OF WINFIELD BY THE LAKE COUNTY SHERIFF'S DEPARTMENT

WHEREAS, I.C. 36-1-7, *et seq.*, allows political subdivisions in the State of Indiana to enter into Interlocal Agreements for law enforcement services; and

WHEREAS, the Town of Winfield (the "Town") has a duty, under I.C. 36-5-7-2 or I.C. 36-8-9-2, to provide police protection and law enforcement services to its residents; and

WHEREAS, the Town currently has insufficient revenues and means to provide a Town Marshall or Police Department as required by Indiana law; and

WHEREAS, the Town desires to meet its statutory obligation to provide police protection by entering into an interim interlocal agreement with the County to provide police and law enforcement services through the Lake County Sheriff's Department; and

WHEREAS, the County will incur additional costs and expenses to provide full-time police and law enforcement services to the Town; and

WHEREAS, the Town is only presently capable of reimbursing the County for part of the additional costs related to providing law enforcement services to the Town.

WHEREAS, the Town and County need to now adopt an agreement so that each will know their fund status for 2011.

WHEREAS, the execution of an interim local agreement will put a policing mechanism in place now that will be adopted based upon experience.

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WHEREAS, all parties acknowledge that the agreement should be executed prior to November 1, 2010 and go into effect on that date.

IT IS THEREFORE RESOLVED, by the Lake County Council, the Lake County Commissioners and the Winfield Town Council that the following interim interlocal agreement is hereby approved and adopted subject to the terms and conditions contained in said agreement and the requirements of I.C. 36-1-7, as follows:

INTERLOCAL COOPERATION AGREEMENT BETWEEN LAKE COUNTY AND THE TOWN OF WINFIELD FOR LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by the parties on the 12th day of October, 2010, by and between the County of Lake (hereinafter the "County"), a municipal corporation in the State of Indiana, 2293 North Main Street, Crown Point, IN 46307, and the Town of Winfield (hereinafter the "Town"), a municipal corporation in the State of Indiana, 10645 Randolph Street, Winfield, IN 46307.

WHEREAS, it is deemed in the best interests of the Town to enter into a interim contract pursuant to I.C. 36-1-7, *et seq.*, (the "Interlocal Cooperation Act") to enable the Town to provide police services to residents and businesses within its jurisdiction; and

WHEREAS, by adoption of this joint resolution the parties have respectively authorized the preparation and execution of this Agreement by and between the parties; and

WHEREAS, the Town wishes to ensure the safety and welfare for its residents by providing police protection on a twenty-four (24) hour, seven (7) day a week basis, that is economical, safe and prudent; and

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Order #4 Agenda #60 (cont'd)

WHEREAS, the Lake County Police Department (hereinafter the "LCPD") is qualified and able to provide the Town with law enforcement services in accordance with and under the terms set forth in this Agreement; and

WHEREAS, the County and Town wish to enter into this Interlocal Cooperation Agreement to provide full-time police patrols to the Town and to reimburse County taxpayers for the costs of providing said services within the Town's jurisdiction.

WHEREAS, all parties acknowledge that the agreement should be executed prior to November 1, 2010 and go into effect on that date.

NOW, THEREFORE, the County and Town, in consideration of the mutual promises and covenants set forth herein, now agree as follows:

1. PURPOSE.

1.1 The purpose of this Interlocal Agreement is to provide the Town with law enforcement services for the protection of the health, safety, and welfare of the residents and businesses within its jurisdiction.

2. SCOPE OF SERVICES.

2.1 The County agrees to provide police officers, equipment and law enforcement services to the Town on a twenty-four (24) hour, seven (7) day a week basis under the sole and exclusive direction of the Sheriff and the Chief of the LCPD.

2.2 The LCPD shall designate the Town as a special law enforcement district that will receive police services in the same manner and level as they are provided in the unincorporated areas of Lake County.

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2.3 The County's duties and responsibilities with respect to patrolling the Town shall include, but not be limited to, general patrol, response to general service calls and police emergencies, criminal investigations and the enforcement of state and local traffic laws and traffic ordinances.

2.4 By way of further explanation, police services provided by the County shall include, but shall not be limited to:

2.4.1 Patrol Functions: Police patrol functions include property checks, vacant home checks, burglar/security alarm response, Fire Department and ambulance assistance, initial investigation of crimes and offenses, radar traffic enforcement, vehicular accident investigation and reporting, D.U.I. roadblock and alcohol breath testing by certified operators at the same level as provided in the unincorporated areas of Lake County and proportional to the geographic area, population and crime rate in the area.

2.4.2 Domestic Violence: All law enforcement services related to domestic violence incidents including all necessary investigative functions and/or Domestic Violence responses.

2.4.3 Investigations: Detective and investigative services at the same level as provided in the unincorporated areas of the County, including, crime scene investigation, criminal complaint intake, witness interviews, the processing of criminal charges, criminal background checks on current or prospective Town employees, forensic and fingerprinting services and evidence identification and storage of evidence.

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Order #4 Agenda #60 (cont'd)

- 2.4.4 Court Proceedings: Participation and attendance at court proceedings in connection with charges, summonses and other enforcement actions. For attendance at court proceedings outside of Lake County, the Town shall pay an additional charge for the officer's actual pay rate for all travel time to and from the Court proceeding.
- 2.5 The County shall offer off-duty police officers for "special event coverage" for Town sporting or special events on the same terms and manner said coverage is provided in unincorporated areas upon advanced agreement of the Town to compensate said officers for any off-duty services they may render to the Town for special events.
- 2.6 All orders, rules and regulations pertaining to the LCPD shall be those that are promulgated and enforced by the Sheriff and the Sheriff's Merit Board.
- 3. EXCLUDED SERVICES.**
- 3.1 Specifically excluded from the law enforcement services provided hereunder by the County to the Town are, without limitation, services for:
- 3.1.1 School crossing guard services;
- 3.1.2 Enforcement of Town building and zoning codes;
- 3.1.3 Office of Emergency Management services or positions;
- 3.1.4 Animal control services, except for incident responses and reports of human injury or death; and
- 3.1.5 On-site security protection at meetings of the Town Council and Town boards and commissions.

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4. AUTHORITY AND REPORTING.

- 4.1 The Lake County Police Department shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its obligations and responsibilities under this Agreement, including all powers of enforcement of its own administrative rules, regulations and general orders that may be applicable to the services provided to the Town.
- 4.2 The Chief of Police and/or his/her designees shall prepare and submit a monthly summary report of police activities within the Town to the Town Council.
- 4.3 The Town, from time to time, may request additional statistics or information from the Chief of Police and/or appearance of the Chief or his/her designee at meetings of the Town Council to provide special reports on police or criminal activities. The Chief shall review each such request and has full discretion as to when and how to provide any such special data or reports.

5. DURATION OF AGREEMENT - TERM AND RENEWAL.

- 5.1 The initial term of this Agreement shall be one (1) year commencing on November 1, 2010, subject to approval of this Agreement by all parties and timely payment of all sums due. This Agreement it shall be recorded with the Lake County Recorder and filed with the State Board of Accounts within sixty (60) days after such recording.
- 5.2 The parties may renew or extend this agreement for additional terms for an amount mutually agreed to by the parties and under the terms, conditions and amounts negotiated for any such renewal term. The Town shall provide notice of intent to

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Order #4 Agenda #60 (cont'd)

renew or extend this Agreement for any additional term by delivering written notice to the Lake County Sheriff and Lake County Commissioners not later than sixty (60) days before the expiration of the current term of the Agreement.

- 5.3 Either party may terminate this Agreement upon 60 days advanced written notice to the other party and any sum due the County under the Agreement for services already rendered to the Town shall be pro rated up to the effective date of termination.
- 5.4 Substantive revisions to this agreement and the amounts due hereunder may be made by agreement of the parties after good faith negotiations of all parties.
- 5.5 This Agreement is intended to express the entire agreement of the parties and may not be altered or modified in any way unless and until such modification is reduced to writing and jointly agreed upon and approved by the parties.

6. COMPENSATION.

- 6.1 The Department of Justice, Bureau of Justice Statistics, reports that the expenditures for operation of a Sheriff's Department in FY 2003 averaged \$124,400 per sworn police officer or \$82.00 per resident (<http://www.ojp.usdoj.gov/bjs/pub/pdf/so03.pdf>).
- 6.2 The Town shall pay to the County General Fund for police services in November and December 2010 the amount of \$16,668.00. One half or \$8,334.00 shall be paid prior to the first of these two months. The payment of the \$100,000 for 2011 shall be made to the County on a quarterly basis in the amount of \$25,000 due prior to the end of each quarter.
- 6.3 This agreement may be extended under the terms, conditions and amount of payment for services that is mutually agreed to and approved by the parties. If this Agreement is

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renewed or extended for any additional term, payment for all services rendered under the extended Agreement shall be paid to the County by the Town within thirty (30) days after any extension of this Agreement is approved by the parties.

- 6.4 Any sum due under this Agreement that is not timely paid when due, shall bear interest at the rate of 8% per annum.
- 6.5 In addition to the other consideration set forth in this Agreement, the Town shall be responsible for and pay the County the expenses related to travel and time expended by County police officers for court appearances at the officer's overtime rate for all county appearances outside Lake County within thirty (30) days of receipt of a voucher from the County for such services.
- 6.6 Based upon experience and costs incurred in the first 6 months of 2011 and each year thereafter, either party may open up the agreement for renegotiation of the fees due for the calendar year 2012 and each year thereafter. This ability to renegotiate shall continue and be in effect for every year of the agreement.
- 6.7 The County through the Lake County Police Department shall enforce Winfield Town Traffic Ordinances.
- 6.8 Monies received or available to the Town through the enforcement of Winfield Town Traffic Ordinances shall be applied first to the payment of the \$100,000 fee due and owing under the agreement. If necessary, the balance of the \$100,000 fee will be paid from property tax revenues received by the Town of Winfield.

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Order #4 Agenda #60 (cont'd)

7. SUPPLEMENTAL COMPENSATION.

- 7.1 In the event the United States or State of Indiana enacts legislation that mandates police services or equipment beyond the scope of the police services or equipment currently required by law, the parties agree to negotiate in good faith any additional or supplemental compensation due the County to offset these such increased costs.
- 7.2 In the event that the parties cannot agree on the terms of an amendment to this Agreement to cover supplemental compensation, the County shall have the option to terminate this Agreement on 60 days notice to the Town.
- 7.3 If the Town requests additional law enforcement services which were clearly not contemplated by the County at the present time that result in an increase in the County's cost due to: the need to purchase additional equipment; hire additional personnel; provide additional patrols on a permanent basis and/or require the addition of a foot patrol or educational programs on a regular basis, the Town agrees to pay the County the actual cost incurred by the County in providing the additional service.

8. INDEMNIFICATION OR INSURANCE REQUIREMENTS.

- 8.1 The Town agrees to and shall defend, indemnify and hold the County, its elected and appointed officers, officials, employees, agents and volunteers harmless from any and all claims for injuries, damages and losses, including all attorneys' fees and expenses related to any claims or litigation arising out of or in connection with the performance of this Agreement, in any manner including, but not limited to, any and all claims for any negligent acts or omissions by the county or its elected officials and their respective agents, servants and employees, any worker's compensation claims, any

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claims alleging a violation of any federal or state constitutional right or civil rights law and any and all claims related to the enforcement or failure to enforce any law including any law later found to be unlawful or unconstitutional.

- 8.2 It is specifically and expressly understood that the indemnification provided herein constitutes an express waiver by the Town of all immunities, protections and defenses provided under the Indiana Tort Claims Act, the Indiana Worker's Compensation Act and any other law solely for the purposes of this indemnification and that said waivers have been arrived upon after mutual negotiations by the parties to this Agreement.
- 8.3 In lieu of the indemnification agreement in Sections 8.2 and 8.3, the Town may elect to procure and maintain liability insurance against all claims for injuries to persons and damage to property that may arise from or in connection with this Agreement.
- 8.4 If the Town elects to provide such insurance coverage in lieu of the above indemnity it shall provide the County Auditor and Sheriff with a certificate of insurance and evidence of the following insurance coverages and minimum limits which shall remain in effect for all claims arising during the term of the Agreement and provide:
- 8.4.1 Law enforcement or police professional insurance in an amount not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate.
- 8.4.2 Comprehensive vehicle insurance and general liability insurance in an amount not less than \$1,000,000 per occurrence.
- 8.4.3 Errors and omissions and/or public officials liability in an amount not less than \$1,000,000 per occurrence.
- 8.4.4 Name the County, including all its elected and appointed officers, officials, employees, agents and volunteers, shall be named as additional insured on the Town's general liability, errors and omissions and public officials liability insurance policies policy. This additional insured's endorsement

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Order #4 Agenda #60 (cont'd)

shall be included with evidence of insurance in the form of a Certificate of Insurance for all coverages referenced herein.

- 8.4.5 The Town's insurance shall be primary in the event of any loss, damage or suit arising out of the County's performance of duty under this agreement and that any insurance coverage of the County for comprehensive general liability shall be considered excess coverage in respect to the Town.

9. INDEPENDENT CONTRACTOR.

- 9.1 The parties agree and acknowledge that the County is acting hereunder as an independent contractor and that county employees and services provided under this agreement shall remain under the exclusive control of the Sheriff and Chief of Police, including the hiring, firing, discipline, evaluation and establishment of standards of performance for said county employees.
- 9.2 All County personnel rendering service hereunder shall be and are, for all purposes, employees of the County although they, may from time, to time act as commissioned officers or officials of the Town.

10. GRANTS AND FUNDING.

- 10.1 The County and the Town agree to cooperate, seek and share, if required by the funding entity, any and all financial benefit, grant, aid, funding, tax relief, credits and the like available from other government units or other entities, including the United States of America and the State of Indiana as a result of this shared services Agreement and the parties agree to make any written submissions and execute any documents required in connection with the foregoing.

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- 10.2 Any and all financial benefit, grant, aid, funding, tax relief, credits and the like available to the Town for law enforcement purposes shall immediately, upon the receipt thereof by the Town, be paid to the County as additional consideration for the law enforcement services already provided under this Agreement.

11. COUNTY'S RESPONSIBILITIES.

- 11.1 During the term of this Agreement, the County shall be responsible for providing adequate and safe dispatching via the 911 calling system. The County will utilize the same communication center for the Town that it uses for itself.
- 11.2 The County shall be solely responsible for the costs and expenses associated with adequate dispatching for all police vehicles and police officers.
- 11.3 The County will hire and or maintain sufficient police officers to provide the law enforcement services to the Town provided herein. The County retains the right during the duration of this Agreement to increase or decrease its staffing levels as it may deem appropriate, provided that no such changes in staffing may alter any of the obligations of either party under this Agreement.
- 11.4 If necessary, the Town shall provide sufficient space at a mutually approved location for a radio/communications repeater site to the County for proper communications at no cost to the County.

12. TOWN'S RESPONSIBILITIES.

- 12.1 The Town shall provide the County a paper and digital copy of the Town's current street maps, updated periodically as necessary, and shall post and maintain all street and traffic control signs in the Town pursuant to the requirements of Indiana law.

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Order #4 Agenda #60 (cont'd)

12.2 The Winfield Clerk-Treasurer shall furnish the County with three (3) complete copies (in both paper and digital formats) of the Town's current Municipal Code for use in enforcing local traffic ordinances and provide all updates and supplements thereto.

12.3 The police services rendered to the Town shall be under the exclusive authority and control of the County. The Town shall not have authority to direct, instruct or discipline any member of the County Police Department. All complaints, instructions, requests and lines of communication shall be between the respective administrators or chief executive officers of the parties.

13. ADMINISTRATION - I.C. 36-1-7-3(a)(5)(A).

13.1 The general administrative services provided under this agreement shall be administered by the Sheriff and the Lake County Sheriff's Merit Board.

13.2 The President of the Winfield Town Council shall serve as the Town's liaison to the Sheriff's Merit Board and Sheriff for all services rendered under this Agreement.

13.3 It is not contemplated or necessary to state the manner of acquiring, holding, and disposing of real and personal property since no real or personal property will be exchanged between the parties to effectuate this agreement.

13.4 Pursuant to I.C. 35-1-7-4 (a)(3), the Lake County Treasurer shall receive, disburse, and account for all monies received by the County for this joint undertaking.

13.5 Pursuant to I.C. 22-9-1-10, the parties shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to their hire, tenure, terms, conditions or privileges of employment or any

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matter directly or indirectly related to employment, because of their race, religion, color, sex, disability, national origin, or ancestry.

14. NO ASSIGNMENT.

14.1 The County and the Town agree that there will be no assignment of their respective rights or obligations under this Agreement unless agreed to in writing by both parties and after proper official public action thereon.

15. MISCELLANEOUS.

15.1 This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing approved and signed by all parties hereto.

15.2 If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith any amendments to this agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

15.3 Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

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Order #4 Agenda #60 (cont'd)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be approved and signed by their respective officials and attested to on the day and year first above written.

APPROVED AND ADOPTED this 11th day of October, 2010, by the Winfield Town Council.

James L. Hicks
Robert Bult

Michael G. DeNormandie
Michael J. Lambert
Paulette J. Skinner

Attest
Clerk-Treasurer

APPROVED this 12th day of October, 2010, by the Lake County Sheriff.

Rogelio "Roy" Dominguez
Lake County Sheriff

APPROVED AND ADOPTED this ___ day of ___, 2010, by the Lake County Council.

Larry Blanchard, President
Ernie Dillon
Thomas O'Donnell
Elsie Franklin
Christine Cid
Ted F. Bilski
Jerome Prince
Attest: Peggy Katona, Auditor

IN WITNESS WHEREOF, the parties hereto have caused these presents to be approved and signed by their respective officials and attested to on the day and year first above written.

APPROVED AND ADOPTED this ___ day of ___, 2010, by the Winfield Town Council.

James L. Hicks
Robert Bult

Michael G. DeNormandie
Michael J. Lambert
Paulette J. Skinner

Attest
Clerk-Treasurer

APPROVED this ___ day of ___, 2010, by the Lake County Sheriff.

Rogelio "Roy" Dominguez
Lake County Sheriff

APPROVED AND ADOPTED this 12th day of October, 2010, by the Lake County Council.

Larry Blanchard, President
Ernie Dillon
Thomas O'Donnell
Elsie Franklin
Christine Cid
Ted F. Bilski
Jerome Prince
Attest: Peggy Katona, Auditor



Order #4 Agenda #60 (cont'd)

APPROVED this 20th day of October, 2010, by the **Lake County Commissioners.**

Frances DuPey
Frances DuPey, President

Gerry J. Scheub
Gerry J. Scheub, Commissioner

Attest: Peggy Wilson
Peggy Wilson, Auditor

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

Order #5 Agenda #37B

In the Matter of L C Board of Commissioners: E-9-1-1 – Consulting Services Agreement with Shared Resource Solutions, Inc. to assist Lake County in establishing consolidation of local dispatch centers in accord with Indiana House Enabling Act 1204 (HEA 1204) for the period of October 20, 2010 to October 19, 2011 in the amount of \$12,000.00.

Comes now, Sheriff Dominguez, on behalf of this Item requesting approval, Tom Dabertin present, also, Commissioner DuPey made an announcement that effective to this Agreement any and all purchases must come before this board, The Board of Commissioners of the County of Lake, first.

Tom Dabertin spoke. Jim Bennett spoke. Attorney Dull spoke. Councilman Bilski spoke. Sheriff Dominguez spoke.

Upon discussion, Scheub made a motion, seconded by Allen, to make the letter submitted by Sheriff Dominguez a matter of public record. Motion carried.

Allen made a motion, seconded by Scheub, to approve the L C Board of Commissioners: E-9-1-1 – Consulting Services Agreement with Shared Resource Solutions, Inc. to assist Lake County in establishing consolidation of local dispatch centers in accord with Indiana House Enabling Act 1204 (HEA 1204) for the period of October 20, 2010 to October 19, 2011 in the amount of \$12,000.00.

(cont'd)

Order #5 Agenda #37B

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of this 20th day of October, 2010, by and between the Lake County Board of Commissioners ("Lake County"), representing county government under the laws of the State of Indiana, and Shared Resource Solutions, Inc. ("Shared Resource"), an Indiana corporation maintaining its headquarters in Hammond, Indiana.

WHEREAS, Lake County desires to enter into a relationship for the services of a professional management consultant to provide assistance in relation to the County's desire and need to establish a consensus and continuing discussion and planning for the consolidation of 911 services as required by state statute; and

WHEREAS, Shared Resource Solutions, Inc., an Indiana corporation headquartered in Hammond, Indiana, desires to perform such services in exchange for mutually agreed upon compensation.

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

1. Nature and Scope of Services:

Shared Resource shall assist Lake County in establishing consolidation of local dispatch centers in accord with Indiana House Enabling Act 1204 (HEA 1204). Duties shall include, but are not limited to:

- Serve as the County's coordinator for consolidation efforts throughout Lake County of 911 dispatch;
- Work with all 18 dispatch operations to identify a timeline and process for implementation;
- Work to create consensus amongst the participating communities and County;
- Establish a permanent oversight structure providing for the representation of all emergency dispatch services;
- Provide regular status reports to the County on progress and implementation.

2. Timing of Performance:

The Services shall be performed by Shared Resource pursuant to the terms of a mutually agreed upon Schedule of Performance to assure the timely and accelerated implementation of consolidation.

3. Compensation:

- 3.1 Beginning in the first month that Services are performed hereunder, Lake County shall pay the consultant a fee of \$12,000.00 for a twelve month period commencing October 20, 2010 and ending with October 19, 2011.

4. Primary Contact:

Lake County designates the members of the Board of Commissioners as the primary contacts with Shared Resource. Lake County may change its primary contact at any time by giving written notice to Shared Resource.

5. Relationship of the Parties:

Shared Resource acknowledges and agrees that it is an independent contractor and that nothing shall create any employee or other relationship besides that of a legal and binding contract for consulting services. As an independent contractor, Shared Resource is solely responsible for the payment of any and all taxes for payments received by Shared Resource including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, Shared Resource acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

6. Warranties and Representations of the Parties:

- 6.1 Shared Resource represents and warrants that it is duly licensed to perform the Services and in compliance with all applicable laws, rules, and regulations.

7. Disclaimer:

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

8. Indemnification:

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

Order #5 Agenda #37B

9. Confidential Information:

- 9.1 Shared Resource acknowledges that given the nature of emergency dispatching, and in connection with its performance of the Services, Shared Resource may have access to certain information and documents, including without limitation, internal memoranda, personnel matters, and confidential conversations, which Shared Resource knows or understands to be proprietary and confidential to Lake County. In addition, Lake County acknowledges that in connection with its receipt of the Services Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of Shared Resource; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of Shared Resource shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or to Shared Resource, "Confidential Information".)
- 9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the time it was disclosed; (b) is disclosed pursuant to the written approval of the other party, (c) becomes known from a source outside this Agreement, or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

10. General Provisions:

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

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

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TO SHARED RESOURCE SOLUTIONS, INC:

Thomas P. Dabertin
President
Shared Resource Solutions, Inc.
5246 Hohman Avenue, Suite 303
Hammond, Indiana 46320

TO LAKE COUNTY:

- 1.0.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.
- 10.4 Merger of Prior Agreements and Understandings. This Agreement supercedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.
- 10.5 Covenant of Good Faith. The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

11. Governing Law:

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

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Order #5 Agenda #37B

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

SHARED RESOURCE SOLUTIONS, INC. LAKE COUNTY

Signature

Thomas Dabertin

Printed Name

President/Managing Partner
Title

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

Frances DuRoi

Printed Name

James Scheub
APPROVED THIS 21ST DAY OF October, 2010

Title

Order #6 Agenda #37C

In the Matter of L C Board of Commissioners: E-9-1-1 – Consulting Services Agreement with Shared Resource Solutions, Inc. to assist Lake County in establishing a pilot consolation of up to four local dispatch centers and Lake County 911 dispatch operations in accord with the guidelines of the grant and resulting in a model operation for consolidation which is required by Indiana House Enabling Act 1204 (HEA 1204) for the period of October 20, 2010 to October 19, 2011 in the amount of \$45,000.00.

Upon discussion, Scheub made a motion, seconded by Allen, in regards to the Agreement stated above to Amend the number of local dispatch centers to five instead of four. Motion carried.

Scheub made a motion, seconded by Allen, in regards to the Agreement stated above to make a second Amendment including clarifying the ending date as October 19, 2011, making the period of the Contract October 20, 2010 to October 19, 2011. Motion carried.

Scheub made a motion, seconded by Allen, to approve the E-9-1-1 Consulting Services Agreement with Shared Resource Solutions, Inc. to assist Lake County in establishing a pilot consolation of up to five local dispatch centers and Lake County 911 dispatch operations in accord with the guidelines of the grant and resulting in a model operation for consolidation which is required by Indiana House Enabling Act 1204 (HEA 1204) for the period of October 20, 2010 to October 19, 2011 in the amount of \$45,000.00. Motion carried.

(cont'd)

Order #6 Agenda #37C (cont'd)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of this 20th day of ~~October~~, 2010, by and between the Lake County Board of Commissioners ("Lake County"), representing county government under the laws of the State of Indiana, and Shared Resource Solutions, Inc. ("Shared Resource"), an Indiana corporation maintaining its headquarters in Hammond, Indiana.

WHEREAS, Lake County desires to enter into a relationship for the services of a professional management consultant to provide assistance in relation to the County's desire and need to establish a model consolidated 911 services through a pilot program as funded through a Community Oriented Policing Services grant from the U.S. Department of Justice; and

WHEREAS, Shared Resource Solutions, Inc., an Indiana corporation headquartered in Hammond, Indiana, desires to perform such services in exchange for mutually agreed upon compensation.

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

1. Nature and Scope of Services:

Shared Resource shall assist Lake County in establishing a pilot consolidation of up to ~~four~~ ^{five} local dispatch centers and the Lake County 911 dispatch operations in accord with the guidelines of the grant and resulting in a model operation for consolidation which is required by Indiana House Enabling Act 1204 (HEA 1204). Duties shall include, but are not limited to:

- Developing staffing needs, policies, structures and job descriptions
- Oversee the renovation of the former HIDTA offices into a 911 center, by managing and interfacing with a county selected construction manager, contractor, and/or architect
- Define a long-term funding formula for the operation and sustenance of a consolidated center
- Identify and select necessary technology for the center
- Work to create consensus amongst the participating communities and County
- Provide regular status reports to the County on progress and implementation

2. Timing of Performance:

The Services shall be performed by Shared Resource pursuant to the terms of a mutually agreed upon Schedule of Performance, but generally complete the pilot consolidation on an accelerated schedule as agreed to by the participating police agencies.

3. Compensation:

- 3.1 Beginning in the first month that Services are performed hereunder, Lake County shall pay the consultant a fee of \$45,000.00 for a twelve month period commencing October 20, 2010 and ending with October 19, 2011. All payment of services shall be chargeable to the grant.
- 3.2 The consultant shall be allowed to submit for reimbursement for certain business-related expenses as allowed for in the grant subject to approval.

4. Primary Contact:

Lake County designates the members of the Board of Commissioners as the primary contacts with Shared Resource. Lake County may change its primary contact at any time by giving written notice to Shared Resource.

5. Relationship of the Parties:

Shared Resource acknowledges and agrees that it is an independent contractor and that nothing shall create any employee or other relationship besides that of a legal and binding contract for consulting services. As an independent contractor, Shared Resource is solely responsible for the payment of any and all taxes for payments received by Shared Resource including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, Shared Resource acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

6. Warranties and Representations of the Parties:

- 6.1 Shared Resource represents and warrants that it is duly licensed to perform the Services and in compliance with all applicable laws, rules, and regulations.

7. Disclaimer:

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

8. Indemnification:

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

Order #6 Agenda #37C (cont'd)

County in its defense of any claims brought against Lake County or Shared Resource by employees of Lake County in connection with or arising out of the Services.

9. Confidential Information:

9.1 Shared Resource acknowledges that given the nature of emergency dispatching, and in connection with its performance of the Services, Shared Resource may have access to certain information and documents, including without limitation, internal memoranda, personnel matters, and confidential conversations, which Shared Resource knows or understands to be proprietary and confidential to Lake County. In addition, Lake County acknowledges that in connection with its receipt of the Services Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of Shared Resource; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of Shared Resource shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or to Shared Resource, "Confidential Information".)

9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the time it was disclosed; (b) is disclosed pursuant to the written approval of the other party, (c) becomes known from a source outside this Agreement, or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

10. General Provisions:

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

10.2 Notices.

All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is given or within

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seventy-two (72) hours after mailing if mailed, certified mail, first class, postage prepaid, as follows:

TO SHARED RESOURCE SOLUTIONS, INC:

Thomas P. Dabertin
President
Shared Resource Solutions, Inc.
5246 Hohman Avenue, Suite 303
Hammond, Indiana 46320

TO LAKE COUNTY:

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

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

10.5 Covenant of Good Faith. The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

11. Governing Law:

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

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Order #6 Agenda #37C (cont'd)

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

SHARED RESOURCE SOLUTIONS, INC. LAKE COUNTY

Signature _____
Thomas Dabertin
Printed Name
President/Managing Partner
Title

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Signature _____
Printed Name
APPROVED THIS 22ND DAY OF October 2010
Title

Order #7 Agenda #7

In the Matter of L C Building Manager – Request for permission to seek proposals for Commercial Waste Removal for the year 2011 from Allied Waste Service and Waste Management of Indiana. Proposals to be returned by Wednesday, November 17, 2010 prior to 9:30 A.M. in the Lake County Auditor’s Office.

Scheub made a motion, seconded by Allen, to approve the seeking of proposals for the Building Manager Department for Commercial Waste Removal for the year 2011 from Allied Waste Service and Waste Management of Indiana. Proposals to be returned by Wednesday, November 17, 2010 prior to 9:30 A.M. in the Lake County Auditor’s Office. Motion carried.

Order #8 Agenda #8

In the Matter of L C Building Manager – Notification of Emergency that occurred on Sunday, September 26, 2010 with an underground fire line and forwarding to Sandra Radoja for Insurance Review.

Scheub made a motion, seconded by Allen, to approve the L C Building Manager – Notification of Emergency that occurred on Sunday, September 26, 2010 with an underground fire line and forwarding to Sandra Radoja for Insurance Review. Motion carried.

Order #9 Agenda #9

In the Matter of L C Building Manager – Notification of Emergency that occurred on Sunday, October 9, 2010 with an underground electric power main serving the Animal Shelter and Ground Maintenance Building and forwarding to Sandra Radoja for Insurance Review.

Scheub made a motion, seconded by Allen, to approve the L C Building Manager – Notification of Emergency that occurred on Sunday, October 9, 2010 with an underground electric power main serving the Animal Shelter and Ground Maintenance Building and forwarding to Sandra Radoja for Insurance Review. Motion carried.

Order #10 Agenda #10

In the Matter of L C Building Manager – Offer from Long Elevator and Machine Co., Inc. to maintain the two (2) elevators at the Gary Courthouse for the months of October thru December, 2010 at the rate of \$450.00 per month and offer to extend their 2010 overall contract prices thru the year 2011 at the same rate.

Allen made a motion, seconded by Scheub, to approve the Offer from Long Elevator and Machine Co., Inc. to maintain the two (2) elevators at the Gary Courthouse for the months of October thru December, 2010 at the rate of \$450.00 per month and offer to extend their 2010 overall contract prices thru the year 2011 at the same rate. Motion carried.

Order #11 Agenda #11

In the Matter of L C Building Manager – Agreement with TruGreen-ChemLawn for Annual Ground Fertilization & Weed Prevention for the Government Center, Juvenile Justice Complex, Westwind Manor and Work Release in the amount of \$2,204.00.

Allen made a motion, seconded by Scheub, to approve the Agreement between L C Building Manager Department and TruGreen-ChemLawn for Annual Ground Fertilization & Weed Prevention for the Government Center, Juvenile Justice Complex, Westwind Manor and Work Release in the amount of \$2,204.00. Motion carried.

Order #12 Agenda #12 A-B

In the Matter of L C Building Manager – Property Disposal Requests: A. Lake County Auditor; B. Lake County Prosecutor.

Scheub made a motion, seconded by Allen, to approve the property disposal requests made through the Lake County Building Manager for Lake County Auditor and Lake County Prosecutor Offices all reviewed by Dan Ombac. Motion carried.

Order #13 ADD Agenda #12C

In the Matter of L C Board of Commissioners – Automatic Gates North Parking Lot.

Scheub made a motion, seconded by Allen, to make a matter of public record that November 1, 2010 Commissioner Scheub, Officer Kumstar and DLZ, Indiana will be present to witness any problems and verify that all the Entry Cards and the Gates work properly. Motion carried.

Order #14 Agenda #13

In the Matter of L C Highway – Contract for Three (3) New Unused 2011 or Newer 4-door 4 x 4 SUV's

The Board having previously taken the bids under advisement does hereby award the contract to Lake Shore Ford Mercury Toyota 244 Melton Road, Burns Harbor, IN 46304 with \$77,061 for Three (3) New Unused 2011 or Newer 4-door 4x4 SUV's, upon a motion made by Allen, seconded by Scheub, with the recommendation of the L. C. Highway.

And it appearing to said Board of Commissioners that the above company's bid being the lowest, most responsive and responsible bid for Three (3) New Unused 2011 or Newer 4-door 4x4 SUV's for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

LAKE SHORE FORD MERCURY TOYOTA OF BURNS HARBOR
Commissioners.

W/ No bond is hereby approved by the Board of

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 THREE (3) NEW UNUSED 2011 OR NEWER 4-DOOR 4X4 SUV's FOR THE L C HIGHWAY FOR \$77,061.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: October 20, 2010

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

LAKE SHORE FORD MERCURY TOYOTA OF BURNS HARBOR

Letter of Recommendation:

October 4, 2010

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

Dear Madam President:

On September 15, 2010, the Board of Commissioners of the County of Lake opened the bids for three (3) new unused 2011 or Newer Four (4) Door 4x4 vehicles. The results of the bids were as follows:

Lake Shore Ford Mercury Toyota
244 Melton Road
Burns Harbor, IN 46304
\$77,061

Paul Huring Motors, Inc.
720 N. Hobart Road
Hobart, IN 46342
\$79,040.01

Mike Anderson Chevrolet
1550 E 61st Avenue
Merrillville, IN 46410
\$98,655.75

Lake Shore Ford Mercury Toyota was the lowest and most responsive and responsible bidder in the amount of \$77,061. Therefore, the Lake County Highway Department is recommending the bid to be awarded to Lake Shore Ford Mercury of Burns Harbor, Indiana.

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

Order #14 Agenda #13 (cont'd)

Allen made a motion, seconded by Scheub, to make the L. C. Highway Agreement with PNC Equipment Finance a matter public record, being a 4year term lease. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #15 Agenda #14

In the Matter of L C Highway – Proposal Acceptance for Emergency Backup Generator for the Crown Point Highway Truck Garage under advisement. Letter of recommendation.

Allen made a motion, seconded by Scheub, to accept the recommendation of the Highway Department to approve Emcor-Hyre Electric with \$11,000.00 for an Emergency Backup Generator for the Crown Point Highway Truck Garage. Motion carried.

Letter of Recommendation

October 20, 2010

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

Attn: Frances DuPey, President

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids for the emergency generator for the Crown Point Garage. Based upon our review of the bids, the Highway Department recommends award of the contract to Emcor-Hyre Electric the lowest and most responsive bidder in the amount of \$11,000.00.

The bids received are as follows:

Emcor-Hyre Electric	\$11,000.00
Credent Quality Electric Co.	\$11,900.00
Sweney Electric Company	\$13,800.00

Respectfully,
Marcus W. Malczewski, Superintendent

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
FRANCES DuPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB
APPROVED THIS 21ST DAY OF October 20 10

Order #16 ADD Agenda #14A

In the Matter of L C Highway – Ratification of Addendum Number 1 to the Specification for Concrete Curb and Gutter Removal and Replacement.

Allen made a motion, seconded by Scheub, to approve Addendum Number 1 to the Specification for Concrete Curb and Gutter Removal and Replacement on behalf of the Highway Department. Motion carried.

Order #16 ADD Agenda #14B

In the Matter of L C Highway – Ratification of Addendum Number 1 to the Specification for Painted Pavement Markings on Selected County Roads.

Allen made a motion, seconded by Scheub, to approve Addendum Number 1 to the Specification for Painted Pavement Markings on Selected County Roads on behalf of the Highway Department. Motion carried.

Order #17 Agenda #16

In the Matter of L C Highway – Indiana Department of Transportation Change Order No. 1 for Morse Street from 149th to Lowell Corporation. Contract #SRS-32533/Des #0900969.

Allen made a motion, seconded by Scheub, to approve L C Highway – Indiana Department of Transportation Change Order No. 1 for Morse Street from 149th to Lowell Corporation. Contract #SRS-32533/Des #0900969.

Order #18 Agenda #17

In the Matter of L C Highway – Indiana Department of Transportation Change Order No. 2 for Cedar Lake Road 121st to 133rd Contract #SRS-32497/Des #0900970.

Allen made a motion, seconded by Scheub, to approve L C Highway – Indiana Department of Transportation Change Order No. 2 for Cedar Lake Road 121st to 133rd Contract #SRS-32497/Des #0900970. Motion carried.

Order #19 Agenda #18

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance, Contract #SRS-32533, Project #900969, Morse St. from 149th to Lowell Corporation.

Allen made a motion, seconded by Scheub, to approve L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance, Contract #SRS-32533, Project #900969, Morse St. from 149th to Lowell Corporation. Motion carried.

Order #20 Agenda #19

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance, Contract #SRS-32497, Project #900970, Cedar Lake Road 121st to 133rd.

Allen made a motion, seconded by Scheub, to approve L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance, Contract #SRS-32497, Project #900970, Cedar Lake Road 121st to 133rd. Motion carried.

Order #21 Agenda #20

In the Matter of L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract, EDS #A249-11-320146 in the amount of \$68,946.80, which is 20% of the total cost of \$344,734.00.

Allen made a motion, seconded by Scheub, to approve L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract, EDS #A249-11-320146 in the amount of \$68,946.80, which is 20% of the total cost of \$344,734.00. Motion carried.

Order #22 Agenda #24

In the Matter of L C Sheriff – Amendment to the Consulting Contract entered into with Edgewater Systems for Balanced Living on August 25, 2010. The dates should read as follows: October 1, 2010 to December 31, 2010 in the amount of \$14,720.50 per month.

Allen made a motion, seconded by Scheub, to approve an Amendment to the Consulting Contract approved August 25, 2010 between L C Sheriff and Edgewater Systems for Balanced Living, amending the dates to read October 1, 2010 to December 31, 2010 in the amount of \$14,720.50 per month (total \$44,161.50). Motion carried. (ORIGINAL ON FILE "OCTOBER 2010")

Order #23 Agenda #26

In the Matter of L C Community Corrections – Offender Re-Entry Treatment Program Contract with Southlake Community Mental Health Center, Inc. d/b/a Regional Mental Health Center for the year 2011 at the rate of \$23,077.85 per month, \$500,000.00 for the year.

Upon discussion with Kellie Bittorf and Leah Johnson of Community Corrections, Councilman Blanchard spoke also, Scheub made a motion, seconded by Allen, to approve the Offender Re-Entry Treatment Program Contract with Southlake Community Mental Health Center, Inc. d/b/a Regional Mental Health Center for the year 2011 at the rate of \$23,077.85 per month, \$500,000.00 for the year on behalf of L C Community Corrections. Motion carried. (ORIGINAL ON FILE "OCTOBER 2010")

Order #24 Agenda #27

In the Matter of L C Surveyor – Contract with DLZ Indiana, LLC with Frank D. Stewart as their designee for Assistant Deputy Surveyor Services for the year 2011.

Scheub made a motion, seconded by Allen, to approve the renewal of the Contract between L C Surveyor and DLZ, Indiana, LLC with Frank D. Stewart as their designee for Assistant Deputy Surveyor Services for the year 2011. Motion carried. (ORIGINAL ON FILE "OCTOBER 2010")

Order #25 Agenda #28

In the Matter of L C Juvenile Center – Doctor Contract with Midwest Integrated Health System/Aaron Johns, M.D. for the year 2011 in an amount not to exceed \$24,707.00 payable quarterly in the amount of \$6,176.75.

Allen made a motion, seconded by DuPey, to approve the L C Juvenile Center – Doctor Contract with Midwest Integrated Health System/Aaron Johns, M.D. for the year 2011 in an amount not to exceed \$24,707.00 payable quarterly in the amount of \$6,176.75. Motion passed 2-0, Scheub absent. (ORIGINAL ON FILE "OCTOBER 2010")

Order #26 Agenda #29

In the Matter of L C Juvenile Court – Consulting Contract Amendment to the Agreement entered into with Vasilla Bessie Pangere on December 16, 2009 for the year 2010 for Attorney Services with regard to Indigent Counsel for Lake County Title IV-D Court for an additional \$15,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract Amendment to the Agreement entered into with Vasilla Bessie Pangere on December 16, 2009 for the year 2010 for Attorney Services with regard to Indigent Counsel for Lake County Title IV-D Court for an additional \$15,000.00 at the rate of \$90.00 per hour on behalf of the L C Juvenile Court. Motion carried.

Order #27 Agenda #30

In the Matter of L C Juvenile Court – Consulting Contract with Law Offices of Don Levinson, Shana Levinson for the year 2011 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract between L C Juvenile Court and Law Offices of Don Levinson, Shana Levinson for the year 2011 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #28 Agenda #31

In the Matter of L C Public Defender, Conflicts Division – Amendment to the Agreement entered into with John Maksimovich on January 20, 2010 for an additional \$15,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Amendment to the Agreement entered into with John Maksimovich on January 20, 2010 for an additional \$15,000.00 at the rate of \$60.00 per hour on behalf of the L C Public Defender, Conflicts Division. Motion carried.

Order #29 Agenda #6A

In the Matter of L C Building Manager – BIDS: Janitorial Cleaning Supplies for the year 2011.

Today being the day, time and place for the receiving of bids for Janitorial Cleaning Supplies for the year 2011 for the Lake County Building Manager, the following bids were received:

HP Products	\$15,400.60
The Standard Companies	\$12,746.84

Order #29 Agenda #6B

In the Matter of L C Building Manager – BIDS: Lighting Supplies for the year 2011.

Today being the day, time and place for the receiving of bids for Lighting Supplies for the year 2011 for the Lake County Building Manager, the following bids were received:

Lowe's Companies, Inc.	\$5,503.55
The Standard Companies	\$3,747.72

Order #29 Agenda #6C

In the Matter of L C Building Manager – BIDS: Paper Products for the year 2011.

Today being the day, time and place for the receiving of bids for Paper Products for the year 2011 for the Lake County Building Manager, the following bids were received:

The Standard Companies	\$25,687.82
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Allen made a motion, seconded by Scheub, to take the above mentioned bids for Janitorial Cleaning Supplies, Lighting Supplies, Paper Products for the year 2011 under advisement for further recommendation and tabulation. Motion carried.

Order #30 Agenda #48

In the Matter of L C Board of Commissioners – Service Agreement with Professional Claims Management, Inc. for the period of January 1, 2011 through December 31, 2012 at the current rate.

Allen made a motion, seconded by Scheub, to approve the Service Agreement between L C Board of Commissioners and Professional Claims Management, Inc. for the period of January 1, 2011 through December 31, 2012 at the current rate. Motion carried.
(ORIGINAL ON FILE "OCTOBER 2010")

Order #31 Agenda #15 A-R

In the Matter of BIDS: L C Highway – Aggregate (Limestone) Delivered for the year 2011.

Today being the day, time and place for the receiving of bids for Aggregate (Limestone) Delivered for the year 2011 for the Highway Department, the following bids were received:

NO BIDDERS

Upon receiving no bids, Allen made a motion, seconded by Scheub, to allow the Highway Department to seek the open market for Aggregate (Limestone) Delivered supply for the year 2011. Motion carried.

In the Matter of BIDS: L C Highway – Aggregate (Limestone) Picked Up for the year 2011.

Today being the day, time and place for the receiving of bids for Aggregate (Limestone) Picked Up for the year 2011 for the Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$628,625.00
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In the Matter of BIDS: L C Highway – Back-Fill Material "B" Borrow Delivered for the year 2011.

Today being the day, time and place for the receiving of bids for Back-Fill "B" Borrow Delivered for the year 2011 for the Highway Department, the following bids were received:

NO BIDDERS

Upon receiving no bids, Allen made a motion, seconded by Scheub, to allow the Highway Department to seek the open market for Back-Fill Material "B" Borrow Delivered supply for the year 2011. Motion carried.

In the Matter of BIDS: L C Highway – Back-Fill Material "B" Borrow Picked Up for the year 2011.

This being the day, time and place for the receiving of bids for Back-Fill Material "B" Borrow Picked Up for the year 2011 for the Lake County Highway Department, the following bids were received:

Vulcan Construction Materials, LP	\$5,000.00
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In the Matter of BIDS: L C Highway – Concrete Curb and Gutter Removal and Replacement for the year 2011.

This being the day, time and place for the receiving of bids for Concrete Curb and Gutter Removal and Replacement for the year 2011 for the Lake County Highway Department, the following bids were received:

Order #31 Agenda #15 A-R (cont'd)

Rieth-Riley	\$495,500.00
Walsh & Kelly, Inc.	\$254,000.00
Rex Construction Co., Inc.	\$Various Prices
Gariup Construction Company, Inc.	\$Unit Price
Coex, Inc.	\$193,500.00

In the Matter of BIDS: L C Highway – Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2011.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2011 for the Lake County Highway Department, the following bids were received:

Petroleum Traders Corp.	\$Various Prices
Pinkerton Oil Co., Inc.	\$230,353.00
Al Warren Oil Co., Inc.	\$117,219.00

In the Matter of BIDS: L C Highway – Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2011.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2011 for the Lake County Highway Department, the following bids were received:

Petroleum Traders Corp.	\$Various Prices
Pinkerton Oil Co., Inc.	\$116,904.40
Al Warren Oil Co., Inc.	\$117,219.00

In the Matter of BIDS: L C Highway – Ice Control Aggregate Blast Furnace Slag for the year 2011.

This being the day, time and place for the receiving of bids for Ice Control Aggregate Blast Furnace Slag for the year 2011 for the Lake County Highway Department, the following bids were received:

Morris Motor Service Inc.	\$163,500.00
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In the Matter of BIDS: L C Highway – Liquid Calcium Chloride for the year 2011.

This being the day, time and place for the receiving of bids for Liquid Calcium Chloride for the year 2011 for the Lake County Highway Department, the following bids were received:

Great Lakes Chloride, Inc.	\$21,095.00
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In the Matter of BIDS: L C Highway – Mulch Seeding (Delivered and Applied) for the year 2011.

This being the day, time and place for the receiving of bids for Mulch Seeding (Delivered and Applied) for the year 2011 for the Lake County Highway Department, the following bids were received:

Hubinger Landscaping	\$11,550.00
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In the Matter of BIDS: L C Highway – New Tires, Tire Repair and Recapping for the year 2011.

This being the day, time and place for the receiving of bids for New Tires, Tire Repair and Recapping for the year 2011 for the Lake County Highway Department, the following bids were received:

GCR Tire Centers	\$68,655.32
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In the Matter of BIDS: L C Highway – Painted Pavement Marking on Selected County Roads for the year 2011.

This being the day, time and place for the receiving of bids for Painted Pavement Markings on Selected County Roads for the year 2011 for the Lake County Highway Department, the following bids were received:

The Airmarking Co., Inc.	\$180,450.00
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In the Matter of BIDS: L C Highway – Plastic Culverts for the year 2011.

This being the day, time and place for the receiving of bids for Plastic Culverts for the year 2011 for the Lake County Highway Department, the following bids were received:

Baughman Tile Co.	\$66,512.10
Debco Metal Culverts	\$70,102.60

In the Matter of BIDS: L C Highway – SMP Cold Patch Mix for Patching (Picked Up) for the year 2011.

This being the day, time and place for the receiving of bids for SMP Cold Patch Mix for Patching (Picked Up) for the year 2011 for the Lake County Highway Department, the following bids were received:

Gallagher Asphalt	\$216,000.00
Rieth-Riley	\$180,000.00
Walsh & Kelly	\$181,200.00

Order #31 Agenda #15 A-R (cont'd)

In the Matter of BIDS: L C Highway – Sugar Beet De-Icer Solution for the year 2011.

This being the day, time and place for the receiving of bids for Sugar Beet De-Icer Solution for the year 2011 for the Lake County Highway Department, the following bids were received:

Great Lakes Chloride, Inc.	\$3,585.00
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In the Matter of BIDS: L C Highway – Traffic Signs and Accessories for the year 2011.

This being the day, time and place for the receiving of bids for Traffic Signs and Accessories for the year 2011 for the Lake County Highway Department, the following bids were received:

Hall Signs, Inc.	\$59,116.95
Lightle Enterprises of OH, LLC	\$ NO BID
Custom Products Corporation	\$62,017.10
Rocal, Inc.	\$ NO BID
Stello Products Inc.	\$57,065.25

In the Matter of BIDS: L C Highway – Treated Timber Bridge Material for the year 2011.

This being the day, time and place for the receiving of bids for Treated Timber Bridge Material for the year 2011 for the Lake County Highway Department, the following bids were received:

American Timber Bridge Material	\$20,627.92
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In the Matter of BIDS: L C Highway – Vegetation Management for the year 2011.

This being the day, time and place for the receiving of bids for Vegetation Management for the year 2011 for the Lake County Highway Department, the following bids were received:

Daltons	\$21,525.00
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Allen made a motion, seconded by DuPey, to take the above mentioned yearly bids submitted and opened for the Lake County Highway Department under advisement for further tabulation and recommendation from the Highway Superintendent. Motion carried, Scheub absent.

Order #32 Agenda #23; 22 A-J

In the Matter of BIDS: L C Sheriff (Jail) – Food, Bread and Dairy Products for the year 2011.

This being the day, time and place for the receiving of bids for Food, Bread and Dairy Products for the year 2011 for the Lake County Jail under the Sheriff's Department, the following bids were received:

Clover Crest Dairy	\$ 57,456.00
Hostess Brands	\$ 58,210.00
CSV Sales	\$212,980.00
U.S. Food Service	\$ NO BID
Sysco Foods Chicago	\$352,470.10

In the Matter of BIDS: L C Sheriff (Jail) – Correctional Officers Uniforms for the year 2011.

This being the day, time and place for the receiving of proposals for Correctional Officers Uniforms for the year 2011 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

NO BIDDERS

In the Matter of BIDS: L C Sheriff (Jail) – Household Supplies for the year 2011.

This being the day, time and place for the receiving of proposals for Household Supplies for the year 2011 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

The Standard Companies	\$57,089.36
HP Products	\$47,713.69

In the Matter of BIDS: L C Sheriff (Jail) – Kitchen Supplies for the year 2011.

This being the day, time and place for the receiving of proposals for Kitchen Supplies for the year 2011 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

The Standard Companies	\$15,773.56
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In the Matter of BIDS: L C Sheriff (Jail) – Laundry Supplies for the year 2011.

This being the day, time and place for the receiving of proposals for Laundry Supplies for the year 2011 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

HP Products	\$16,219.40
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Order #32 Agenda #23; 22 A-J (cont'd)

In the Matter of BIDS: L C Sheriff (Jail) – Maintenance Supplies for the year 2011.

This being the day, time and place for the receiving of proposals for Maintenance Supplies for the year 2011 for the Lake County Jail under the Sheriff's Department, the following proposals were received:

The Standard Companies	\$4,764.00
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In the Matter of BIDS: L C Sheriff – Garage and Motor Supplies for 2011

This being the day, time and place for the receiving of bids for Garage and Motor Supplies for the year 2011 for the Sheriff's Department, the following bids were received:

Service Auto Parts, Inc.	\$113,889.30
VanSenus Auto Parts	\$ 48,200.90

In the Matter of BIDS: L C Sheriff – Gasoline for the Helicopter for the year 2011.

This being the day, time and place for the receiving of bids for Gasoline for the Helicopter for the year 2011 for the Sheriff's Department, the following bids were received:

NO BIDDERS

In the Matter of BIDS: L C Sheriff – Officers Uniforms for the year 2011.

This being the day, time and place for the receiving of bids for Officers Uniforms for the year 2011 for the Sheriff's Department, the following bids were received:

NO BIDDERS

In the Matter of BIDS: L C Sheriff – Oil and Lubricants for the year 2011.

This being the day, time and place for the receiving of bids for Oil and Lubricants for the year 2011 for the Sheriff's Department, the following bids were received:

Pinkerton Oil Company	\$17,085.55
Midtown Petroleum Inc.	\$ 1,533.10

In the Matter of BIDS: L C Sheriff – Tires and Tubes for the year 2011.

This being the day, time and place for the receiving of bids for Tires and Tubes for the year 2011 for the Sheriff's Department, the following bids were received:

Wingfoot Commercial Tires	\$112,360.00
GCR Tire Centers	\$122,674.00

Allen made a motion, seconded by Scheub, to approve the Sheriff's Department to seek the open market for categories where no bids were submitted. Motion carried.

Allen made a motion, seconded by Scheub, to take the above mentioned yearly bids submitted and opened for the Lake County Sheriff's Department under advisement for further tabulation and recommendation. Motion carried.

Order #33 Agenda #38

In the Matter of L C Board of Commissioners – Public Record of Sign-In Sheet from the Mandatory Bidders Conference held on Friday, October 8, 2010 at 10:00 A.M.

Scheub made a motion, seconded by Allen, to make the Sign-In Sheet from the Mandatory Bidders Conference held on Friday, October 8, 2010 at 10:00 A.M. Motion carried.

Quality Mechanical, Inc.
17600 Williams Street
Thornton, IL 60476

Simborg Development, Inc.
1149 W 175th Street
Homewood, IL 60430

Glass Depot, Inc.
4451 W 5th Avenue
Gary, IN 46406

Total Automation Concepts, Inc.
5302 W 120th Street
Alsip, IL 60803

Amber Mechanical Contractors
11950 S. Central Ave
Alsip, IL 60803

Pollard Construction, Inc.
4802 Alexander Avenue
East Chicago, IN 46312

Hasse Construction
10 Lincoln Avenue
Calumet City, IL 60409

Gough, Inc.
2200 E 88th Drive
Merrillville, IN 46410

Window Energy Products, Inc.
8941 W Odgen Avenue
Brookfield, IL 60513

Preferred Window & Door, Inc.
1976 Burnham Avenue
Lynwood, IL 60411

Action Mechanical, Inc.
6370 W Emerald Parkway
Monee, IL 60449

Johnson Controls, Inc.
500 Huntington Drive
Calumet City, IL 60649

Landmark Construction
18606 S 81st Avenue
Tinley Park, IL 60487

Gil Behling & Son, Inc.
7333 Calumet Avenue
Hammond, IN 46324

David Castellanos M.B.E./ 1st American Const.
700 Chase Street
Gary, IN 46404

Order #33 Agenda #38 (cont'd)

Dan Vicari – CDM (non-bidder)
563 S. Lake Street
Gary, IN 46403

Cal Monchell/Therm-O-Lite
635 S. Lafayette Blvd
South Bend, IN 46530

Area Sheet Metal Inc.
409 S. Shelby Street
Hobart, IN 46342

Jim Meyer /Meyer & Wyatt P.C. (non bidder)
363 S. Lake Street
Gary, IN 46403

MEP Findings (non bidder)
1323 Muirfield Drive
Schererville, IN 46375

R.L. Millies & Assor. (non bidder)
9711 Valparaiso Drive
Munster, IN 46321

Order #34 Agenda #39 & 40

In the Matter of L C Board of Commissioners – Ratification of Addendum No. 1 & Addendum No. 2 to the Specification for Calumet Township Trustee, North Township Trustee and Hanover Township Trustee.

Scheub made a motion, seconded by Allen, to ratify the approval of Addendum No. 1 and Addendum No. 2 to the Specification for Calumet Township Trustee, North Township Trustee and Hanover Township Trustee. Motion carried.

Order #35 Agenda #42

In the Matter of L C Board of Commissioners – Energy Efficiency and Conservation Block Grant Signatory Approval for John Dull.

Scheub made a motion, seconded by Allen, that the Board of Commissioners are aware of the Signatory for John Dull in regards to the Energy Efficiency and Conservation Block Grant. Motion carried.

Order #36 Agenda #32

In the Matter of BIDS: L C Coroner – Photography Supplies for the year 2011.

This being the day, time and place for the receiving of bids for Photography Supplies for the year 2011 for the L C Coroner's Department, the following bids were received:

NO BIDDERS

NAT.

Order #37 Agenda #33

In the Matter of L C Data Processing – Ratification of Amendment to the Specification for IBM Compatible Micro Computers for Various County Offices and Departments for the year 2011.

Scheub made a motion, seconded by Allen, to ratify the approval of the Amendment to the Specification for IBM Compatible Micro Computers for Various County Offices and Departments for the year 2011 for a matter of public record. Motion carried.

Order #38 Agenda #34

In the Matter of BIDS: L C Data Processing – IBM Compatible Micro Computers for the year 2011 for Various County Offices and Department.

This being the day, time and place for the receiving of bids for IBM Compatible Micro Computers for Various County Offices and Departments for the year 2011 for the L C Data Processing Department, the following bids were received:

Dell Marketing, L.P.	\$ Various Prices
Chester Information Technologies	\$ Various Prices
Think Tank	\$ Various Prices

Allen made a motion, seconded by Scheub, to take the above mention bids submitted and opened for L C Data Processing under advisement for further tabulation and recommendation. Motion carried.

Order #39 Agenda #35

In the Matter of L C Plan Commission – Release for Maintenance Bond for Misty Hills, Unit 2 #5022982 in the amount of \$73,770.00.

Scheub made a motion, seconded by Allen, to approve the Release for Maintenance Bond for Misty Hills, Unit 2 #5022982 in the amount of \$73,770.00 on behalf of L C Plan Commission. Motion carried.

RELEASE

WHEREAS, EDWARD PRIUM, remitter has on the 17th day of January 2007 filed a Maintenance Bond No. 5022982 from Bond Safeguard Insurance Company in the amount of **Seventy Three Thousand Seven Hundred Seventy and 00/100 Dollars (\$73,770.00)** for required improvements in **Misty Hills, Unit 2.**

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond No. 5022982 from Bond Safeguard Insurance Company in the amount of **Seventy Three Thousand Seven Hundred Seventy and 00/100 Dollars (\$73,770.00)** effective this date.

Dated _____ 20th _____ DAY OF _____ October _____, 20 10

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

Order #40 Agenda #36A

In the Matter of L C Board of Commissioners – Property Transfers: Commissioners Quit-Claim Deed.

Scheub made a motion, seconded by Allen, to approve the Commissioners Quit-Claim Deed for property commonly known as 1124 Delaware Street in Gary, Indiana, whereas Grace Missionary Baptist Church bought this property on a Commissioner's Sale in which the prior owner, Lona Robinson & Hazel D Rogers, had redeemed the property prior to the Commissioner's Sale. Quit-Claim Deeds Recorded Dec 28 2010 as Document No. 2010 076486 & 2010 076487 with the L C Recorder. Motion carried.

Order #41 Agenda #37A

In the Matter of L C Board of Commissioners – City of East Chicago Department of Emergency Management E-9-1-1 request for \$24,750.00 to purchase an Eventide VR725 Recorder to be used in the East Chicago 911 Communications Center.

Motion to deny called for by DuPey – No Motion made to deny.
Board Discussion called for by DuPey, Allen made a move to defer, Scheub seconded the motion to defer action on the City of East Chicago Department of Emergency Management E-9-1-1 request for \$24,750.00 to purchase an Eventide VR725 Recorder to be used in the East Chicago 911 Communications Center. Motion to defer passes 2-1, DuPey a no vote.

Order #42 Agenda #43

In the Matter of BIDS: L C Board of Commissioners – Printing Classes 2A, 2B and 4 for Various County Offices and Departments for the year 2011.

This being the day, time and place for the receiving of bids for Printing –Classes 2A, 2B and 4 for Various County Offices and Department for the year 2011 for the L C Board of Commissioners Purchasing Department, the following bids were received:

McShane's	\$18,875.27
Haywood Printing Co., Inc.	\$ 5,918.62

Allen made a motion, seconded by Scheub, to take the above mentioned bids submitted and opened for Printing –Classes 2A, 2B and 4 for Various County Offices and Department for the year 2011 for the L C Board of Commissioners Purchasing Department under advisement for further tabulation and recommendation from the Purchasing Agent. Motion carried.

Order #43 Agenda #44 & 45

In the Matter of L C Board of Commissioners – Specifications: Photocopier Maintenance and Typewriter Maintenance for the year 2011 for Various County Offices and Departments to be advertised.

Scheub made a motion, seconded by Allen, to approve the specifications for both Photocopier Maintenance and Typewriter Maintenance for the year 2011 for Various County Offices and Departments, and ordered same to advertise for the return of bids by Wednesday, November 17, 2010 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #44 Agenda #46

In the Matter of L C Board of Commissioners – Consulting Contract with US Government Grants on behalf of the Property Owners of Lake Dalecarlia for the period of October 20, 2010 to December 31, 2012 in an amount not to exceed \$57,000.00.

Scheub made a motion, seconded by Allen, to approve the Consulting Contract between US Government Grants and the Board of Commissioners of the County of Lake on behalf of the Property Owners of Lake Dalecarlia for the period of October 20, 2010 to December 31, 2012 in an amount not to exceed \$57,000.00. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #45 Agenda #47

In the Matter of L C Board of Commissioners – Public Record of Lake Dalecarlia Dam Rehabilitation.

Scheub made a motion, seconded by Allen, to make a matter of public record the Lake Dalecarlia Dam Rehabilitation. Motion carried.

Order #46 Agenda #41

In the Matter of BIDS: L C Board of Commissioners – Energy Grant for Calumet Township Trustee, North Township Trustee and Hanover Township Trustee.

This being the day, time and place for the receiving of bids for Energy Grant for Calumet Township Trustee, North Township Trustee and Hanover Township Trustee for the Lake County Board of Commissioners, the following bids were received:

Johnson Controls, Inc.	\$1,428,170.00 (MECHANICAL)
Amber Mechanical Contractors, Inc.	\$1,187,000.00 (MECHANICAL)
Action Mechanical Inc.	\$1,151,945.00 (MECHANICAL) *TOTAL NOT ON FORM 96 & FORM 5
Precision Builders, Inc.	\$ 683,099.60 (ELECTRICAL)
Gil Behling & Son Inc.	\$ 671,000.00 (ELECTRICAL) *TOTAL NOT ON FORM 96
Gough Inc.	\$1,002,000.00 (GENERAL CONST.) *TOTAL NOT ON FORM 5
Gil Behling & Son Inc.	\$ 814,000.00 (GENERAL CONST.) *TOTAL NOT ON FORM 96
Amber Mechanical Contractors, Inc.	\$ 852,000.00 (GENERAL CONST.)
Precision Builders, Inc.	\$ 915,239.00 (GENERAL CONST.)

Scheub made a motion, seconded by Allen, to take the above mentioned bids submitted and opened for the Energy Grant for Calumet Township Trustee, North Township Trustee and Hanover Township Trustee for the Lake County Board of Commissioners under advisement for further tabulation and recommendation of the Attorney. Motion carried.

Order #47 Agenda #49

In the Matter of L C Board of Commissioners – Agreement with Atlantic Prescription Service, a Nebraska LLC (“APS”) for Pharmacy Benefits Administration Services.

Scheub made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and Atlantic Prescription Service, a Nebraska LLC (“APS”) for Pharmacy Benefits Administration Services. Motion carried.

**ATLANTIC PRESCRIPTION SERVICES (APS)
PHARMACY BENEFITS ADMINISTRATION AGREEMENT**

This Pharmacy Products and Services Benefits Administration Agreement is made and entered into as of the 20th day of October, 2010, by and between Atlantic Prescription Service, a Nebraska LLC (“APS”) and Lake County (“Company”)

WITNESSETH

WHEREAS, APS has developed the pharmacy benefit management system under which APS provides for the administration and delivery of Pharmacy Products and Services through a network of pharmacies (such system is referred to herein as the “APS System”);

WHEREAS, Company provides administrative services for one or more Plans offering Pharmacy Products and Services as a benefit;

WHEREAS, Company desires to utilize the APS System in connection with the delivery of Pharmacy Products and Services to Members of the Designated Plans;

WHEREAS, APS desires to contract with Company to make the APS System available in connection with the delivery of Pharmacy Products and Services to the Designated Plans; and

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants and agreements set forth herein, the parties agree as follows:

**ARTICLE I
Definitions**

For purposes of this Agreement, the following terms shall have meanings as follows:

1.01 **“Administrative Services”** shall mean all of the services described in Section 2.03 of this agreement.

1.02 **“Agreement”** shall mean this Pharmacy Benefits Administration Agreement.

1.03 **“Average Wholesale Price” or “AWP”** shall mean the average wholesale price for a given Prescription Legend Drug or other pharmaceutical product, as published by Facts and Comparisons (MediSpan®), or other generally recognized drug pricing services in the retail Prescription drug industry and updated on a weekly basis.

1.04 **“Business Day”** shall mean Monday through Friday, excluding holidays on which APS is not open for regular business.

1.05 **“Co-payment”** shall mean the applicable co-payment, access fee, co-insurance or deductible due from the Member for a Covered Pharmacy Product and Service.

1.06 **“Covered Pharmacy Products and Services”** shall mean any Pharmacy Products and Services that a Member requests and which are considered as covered or compensable under the terms of the Member's Plan.

1.07 **“Designated Plans”** shall mean the Plans designated on Exhibit “1” attached to this Agreement.

1.08 **“Drug Utilization Review” or “DUR”** shall mean the drug utilization review program used by APS as described in Section 2.07 and Exhibit “4.”

1.09 **“Effective Date”** shall mean the date that the first Designated Plan begins processing through the APS System under the terms of this Agreement.

1.10 **“Formulary”** shall mean the proprietary document to APS which (i) lists various Prescription Legend Drugs, (ii) is provided by APS to Network Pharmacies, healthcare providers and/or Members for the purpose of guiding and prescribing, dispensing, and reimbursement of Prescription Legend Drugs, (iii)



Order #47 Agenda #49 (cont'd)

restricts what Prescription Legend Drugs are subject to reimbursement by the Plan to Members and/or Network Pharmacies, and (iv) may determine Co-payments for Covered Pharmacy Products and Services for Members. The Formulary is subject to periodic review by APS's Pharmacy and Therapeutics Committee.

1.11 **"Maximum Allowable Cost" or "MAC"** shall mean for drugs obtainable from multiple manufacturers, the reimbursement level for Pharmacy Products and Services for Network Pharmacies as established by APS. The MAC list is subject to periodic review and modification from APS to reflect changes in market conditions.

1.12 **"Member"** shall mean any eligible participant of a Plan Sponsor or eligible dependent of an eligible participant of a Plan Sponsor who is participating in and entitled to receive Pharmacy Products and Services under the Plan of the Plan Sponsor.

1.13 **"Member Identification Card"** shall mean the identification card provided by APS or the Plan Sponsor that identifies an individual as a Member covered under a Designated Plan. The Member Identification Card shall display the APS icon necessary for identification by network pharmacies.

1.14 **"NCPDP"** shall mean National Council of Prescription Drug Plans.

1.15 **"Net Effective Rate"** shall mean the rate at which the Company will be charged for claims processed through APS network pharmacies which may include zero balance claims as well as claims process at U&C as described in Section 1.26.

1.16 **"Network"** shall mean APS's nationwide network of Network Pharmacies.

1.17 **"Network Pharmacy"** shall mean a pharmacy included in the network as described in Section 2.01 of this Agreement.

1.18 **"Network Pharmacy Reimbursement Schedule"** shall mean the negotiated payment rates for Covered Pharmacy Products and Services for Network Pharmacies as schedule for reimbursement of Network Pharmacies as described in Section 2.03d.

1.19 **"Pharmacy Products and Services"** shall mean Prescription Legend Drugs and other products, services and/or supplies normally provided by the Network Pharmacy to the general public in the ordinary course of pharmacy business.

1.20 **"Pharmacy and Therapeutics Committee"** shall mean a committee composed of physicians and pharmacists that evaluate, appraise, and select products for inclusion or exclusion from the Formulary. The Pharmacy and Therapeutics Committee considers published scientific and clinical data, treatment guidelines, efficacy, adverse events, FDA approved indications, plan utilization, and cost in the evaluation process.

1.21 **"Physician"** shall mean a doctor of medicine, osteopathy, dental surgery, dental medicine, or podiatry who is legally licensed to prescribe medications within the scope of that license.

1.22 **"Plan"** shall mean a Plan Sponsor's group insurance plan or health care plan or other employee benefit plan that provides a Pharmacy Products and Services benefit, among other covered services to Members.

1.23 **"Plan Sponsor"** shall mean an employer, health maintenance organization, self-funded plan, competitive medical plan association, insurance carrier, trust fund, or other organization that provides a Plan to Members.



1.24 **"Prescription Legend Drug"** shall mean any medicinal substance the label of which is required to bear the legend - "Caution: Federal Law prohibits dispensing without Prescription," as defined under the Federal Food Drug and Cosmetic Act.

1.25 **"Prior Authorization"** shall mean the process as described in Section 2.08 by which a Pharmacy Product and Service that is not covered and the terms of the Member's Plan is determined to be a Covered Pharmacy Product and Service.

1.26 **"Usual and Customary Charge"** shall mean the proprietary and confidential charge associated with Pharmacy Products and Services which a Network Pharmacy would have charged a Member receiving benefits pursuant to this Agreement if such Member was not covered by a Plan. This value is submitted to the APS system by the Network Pharmacy in the NCPDP field defined as Usual and Customary.

ARTICLE II APS Responsibilities

2.01 Establish network of pharmacies. APS shall contract with and maintain a network of pharmacies to provide Covered Pharmacy Products and Services to Members and shall maintain, regularly update, and make available to Company via web access (or other electronic means) the names and locations of the Network Pharmacies. Company agrees that Network Pharmacies may elect to participate or not participate in the Network on a Plan-by-Plan basis.

2.02 Delivery of Covered Pharmacy Products and Services. APS shall make arrangements for APS Network Pharmacies to provide Covered Pharmacy Products and Services to Members of a Designated Plan upon a Member's presentation of a Member Identification Card, which has not been deactivated.

2.03 Administrative services. APS will provide administrative services as follows:

- a. APS shall enter Plan specifications and Member eligibility information received from Plan Sponsor into the APS System. The information entered into the system will be considered correct unless notified by Plan Sponsor that corrections need to be made.
- b. APS shall verify a Member's eligibility to receive Covered Pharmacy Products and Services upon a Member's request for Pharmacy Products and Services presented to a Network Pharmacy.
- c. APS shall verify whether a Pharmacy Product and Service is a Covered Pharmacy Product and Service upon a Member's request for Pharmacy Products and Services from a Network Pharmacy.
- d. APS shall require Network Pharmacies to provide Covered Pharmacy Products and Services to Members in accordance with the Network Pharmacy Reimbursement Schedule attached as Exhibit "2," as amended from time to time.
- e. APS shall require Network Pharmacies to collect required Co-payments for Covered Pharmacy Products and Services provided to Members.
- f. APS shall coordinate the delivery to Company of claims reimbursement requests by Network Pharmacies for Covered Pharmacy Products and Services in accordance with the Plan Payment Schedules.
- g. APS shall arrange for mail order pharmacy services if mail order Prescriptions are part of the Plan. APS's affiliated pharmacy or APS's mail order pharmacies will provide mail order pharmacy services as designated by Plan Sponsor.



Order #47 Agenda #49 (cont'd)

h. APS shall process and issue two (2) Member Identification Cards to Members of a Designated Plan upon written request by Company and shall deactivate Member Identification Cards for a Member upon request by Company. Member Identification Cards shall be issued and deactivated not more than five (5) Business Days following APS's receipt of a request from Company. Initial Member Identification Cards at group start-up will be bulk mailed at no cost to the Plan Sponsor location. If the Plan Sponsor desires to have Member Identification Cards shipped directly to Members or alternative locations, the Plan Sponsor will be charged for the associated mailing costs.

i. APS shall require Network Pharmacies to maintain appropriate documentation to support claims for Covered Pharmacy Products and Services.

j. APS shall maintain all data and processing information pertaining to claims for Covered Pharmacy Products and Services for a period of no less than six (6) years from the date on which the claim for Covered Pharmacy Products and Services is submitted to APS by a Network Pharmacy.

k. APS shall maintain a toll-free help desk for Members and Network Pharmacies to answer inquiries concerning Covered pharmacy Products and Services.

2.04 Subrogation claims. APS will assist Company in processing any lawful subrogation claims that Company may have against a Member.

2.05 Formulary. APS shall maintain and implement a Formulary as part of the APS System.

2.06 Formulary Savings/Rebate program. APS may implement a Formulary savings/rebate program for Designated Plans that utilize the APS Formulary. Company and/or Designated Plans shall be eligible for the Formulary savings and/or rebates as described in Exhibit "3," upon meeting the following requirements of the program. The Plan Sponsor's eligibility to receive Formulary savings/rebates is based upon: (i) the provisions of the Plan Sponsor's drug benefit design, the implementation of the APS's Formulary and/or a differential Co-payment system depending on the Formulary status of a medication as designated by the Pharmacy and Therapeutics Committee of APS; (ii) conformance to the APS Formulary; and (iii) the provisions of APS contracts with pharmaceutical manufacturers. The Plan Sponsor understands that its eligibility to receive payments for Formulary savings/rebates may change over time. The Plan Sponsor also understands that changes in its drug benefit program, changes in APS contracts with pharmaceutical manufacturers, or the selection of certain services, such as Prior Authorization, or open Formulary management may disqualify the Plan Sponsor from eligibility or limit the Plan Sponsor's eligibility to receive Formulary savings/rebates.

2.07 Drug Utilization Review. APS shall provide the Drug Utilization Review services described in Exhibit "4" as part of the APS System. APS may deny payment for claims to the extent the information received is not sufficient to allow for APS DUR Services. APS will transmit DUR messages to Member Pharmacies. APS's DUR process is not intended to substitute for the professional judgment of the prescriber, the dispensing Network Pharmacy, or any other healthcare professional providing services to the Member. Furthermore, the DUR process depends, in part, on clinical drug data and information on dispensing practices provided to APS by third party vendors, and is limited to certain drugs and certain analytical criteria that are established by APS from time to time. Accordingly, APS assumes no liability to Plan Sponsor or any other person in connection with the DUR process, including, without limitation, the failure of the DUR process to identify a Prescription that results in injury to a Member.

2.08 Prior Authorization. APS will provide Prior Authorization services for Plans that may be administered in one of two ways:

a) "Client Directed Prior Authorizations" are provided to the Plan Sponsor at no charge.



Under this method of administration, the Plan Sponsor is responsible for the approval and/or denial of requests received by Members to cover excluded Pharmacy Products and Services. The Plan is responsible for providing approvals to APS. APS will provide the necessary forms or Web tools to the Plan Sponsors designated review team.

b) "Managed Prior Authorizations." Upon request of the Plan Sponsor and for additional fees as set forth in Exhibit "3," APS shall implement managed Prior Authorizations, which would cover those Pharmacy Products and Services designated by the Plan Sponsor in the APS SET-UP FORM. Such Pharmacy Products and Services must be prior authorized before such Pharmacy Products and Services are deemed Covered Pharmacy Products and Services. The criteria for coverage of these Pharmacy Products and Services would be those of approved FDA indications and uses generally accepted in the medical literature, which criteria are incorporated into the Prior Authorization protocols developed by APS's Pharmacy and Therapeutics Committee. The protocols also incorporate specific criteria to Members with specific disease states, co-morbid conditions, concomitant lab tests or other specific medical conditions. In determining whether to authorize dispensing of such Pharmacy Products and Services under Managed Prior Authorization, APS may rely entirely upon information about the Member and the diagnosis of the Member's condition provided to it from sources deemed reliable to APS at the time that Pharmacy Products and Services are to be dispensed, and upon such Prior Authorization protocols. Sponsor acknowledges that Prior Authorization programs are non-discretionary processing techniques intended to provide better management of the Prescription Drug Program based on objective criteria and the limited amount of patient information available to APS. APS shall not undertake, and is not required hereunder, to determine medical necessity, appropriateness of therapies, to make diagnosis or substitute APS's judgment for the professional judgment and responsibility of the Physician or healthcare provider. Company shall indemnify and hold harmless APS, its employees, directors, officers, and agents from and against any and all awards, losses, claims, suits, damages, liability, judgments, fines, penalties, settlement amounts, and expenses, including reasonable attorneys fees arising from or as a result of APS's decision to authorize or deny coverage of any such Pharmacy Product and Service in accordance with the protocols, except to the extent that any such awards, losses, claims, suits, damages, liability, judgments, fines, penalties, settlement amounts, and expenses, including reasonable attorney fees arise from APS's gross negligence or willful misconduct.

ARTICLE III Company Responsibilities

3.01 Plan design information. Prior to the Effective Date, Company shall provide APS, in a format approved by APS, information regarding each Designated Plan's drug benefit design. Company shall be required to approve an APS Group Spec Form to certify that the Plan has been accurately set up according to the Plan Sponsor's drug benefit design. Company shall be solely responsible for any liability in connection with the Plan Sponsor's drug benefit design. If the Company decides to change the benefit design for any Designated Plan after initial set-up, changes must be requested in writing to APS. Such changes may include deductibles, Co-payments, covered drugs, and Prior Authorization requirements. APS will review the requested changes and provide Company with an updated APS Group Spec Form for signature or inform the Company that the requested changes cannot be implemented. APS will notify the Company at the time of request if any additional fees would be associated with the requested changes. The requested changes will not take effect until the Company has signed off on the design change and acknowledged the additional fees, if applicable. The Company acknowledges that it will be solely responsible or otherwise liable for costs or other damages for failing to notify APS of a drug benefit design change.

3.02 Member eligibility information. Company shall deliver to APS, prior to the Effective Date, a list of eligible Members under each Designated Plan, which list shall include information sufficient for APS to issue Member Identification Cards to the eligible Members and process claims under this Agreement. Such Member listing shall be in an electronic or written format as from time to time designated by APS.



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Company shall notify APS of any additional Members that are eligible to participate in a Designated Plan and of the termination of any Member's eligibility to participate in a Designated Plan. Notwithstanding the termination of a Member's eligibility to receive benefits under a Designated Plan, Company acknowledges that it remains responsible for all claims submitted by Network Pharmacies for Covered Pharmacy Products and Services prior to the updating of APS's database, but not more than five (5) Business Days following APS's actual receipt of a proper notice of the termination of a Member's eligibility to participate in a Designated Plan.

3.03 Plan Formularies. Company shall use the APS Formulary for each Designated Plan, which is referred to herein as the Applicable Plan Formulary. The Applicable Plan Formulary may be modified or updated from time to time by APS, or by Company with ninety (90) days prior written notice to APS. In the event that Company elects to modify the APS Formulary for a Designated Plan: (i) APS may elect not to provide clinical and financial support services for Physicians and Members with respect to the modified Formulary, and (ii) Company shall be responsible for providing APS and the Plan Members with contact information for clinical support services if APS elects not to provide such services. Company agrees that its right to use the Formulary is limited to the use of the Formulary in connection with each Designated Plan. Company further agrees that, except in connection with such limited use, it shall not copy, distribute, sell or otherwise provide the Formulary to any third party without APS's prior written approval. Upon termination of this Agreement, Company shall cease all use of the Formulary and shall destroy or return to APS all copies in its or a third party's possession. Upon APS's request, Company shall provide proof to APS that it has complied with the terms and conditions of this Section.

3.04 Formulary Savings/Rebate program. Company agrees and acknowledges that neither Company nor the Designated Plans may contract directly or indirectly with any person or entity for Formulary savings/rebates for claims processed by APS under this Agreement, and that in addition to any other limitations specified in this Agreement or exhibits hereto, Company and/or Designated Plan's right to Formulary savings/rebates is contingent upon compliance with this restriction. In the event that Company negotiates or arranges Formulary savings/rebate programs without the expressed written consent of APS, APS may immediately terminate Company's participation in Formulary savings/rebates as described in Exhibit "3," and may exercise its rights following a material default under Section 5.02 of this Agreement. In the event of a termination of Company's rights to participate in Formulary savings/rebates or termination of this Agreement, APS shall be entitled to retain fifteen percent (15%) of any and all Formulary savings/rebates which may have accrued but have not been remitted to Company as of the effective date of termination. Company further acknowledges that pharmaceutical manufacturers may discontinue payment of Formulary savings/rebate Programs at will; that laws governing Prescription drug pricing (including Formulary savings/rebates) may change; and that Formulary Savings/Rebates are affected by Physician prescribing and other factors.

3.05 Miscellaneous Plan services. Company shall be responsible for providing any and all other Plan services required by the Designated Plan and Plan Sponsor which are not specifically delegated to APS by this Agreement.

**ARTICLE IV
APS Compensation and Payment Terms**

4.01 Payments to APS. Company shall pay APS administration fees based upon the Schedule of Fees attached hereto as Exhibit "3."

4.02 Timing of pharmacy billing invoice payments. APS shall bill on a bi-weekly basis and Company shall accept the processed claims for Covered Pharmacy Products and Services submitted by APS or Network Pharmacies and shall issue payment for such claims to APS or the Network Pharmacy within 30 days of receipt of a pharmacy claim invoice from APS. Any amounts not paid by the due date shall bear interest at the rate of eighteen percent (18%) per annum (1.5% per month) or, if lower, the highest interest rate permitted by law. If Company disputes any item on an invoice, Company shall pay the full amount owed and shall notify APS of the disputed amount within thirty (30) days of the date of invoice.

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4.03 Timing of administration billing invoice payments. Payments owed to APS under Section 4.01 of this Agreement shall be remitted by Company within thirty (30) Business Days of receipt of an administration fee invoice from APS.

4.04 Form of payment. All payments to APS by Company shall be made by electronic funds transfer or check to such bank account or accounts as may from time to time be designated by APS.

4.05 Deposit. In the event Company is delinquent in payment of pharmacy and/or administration fee invoices for two consecutive months, APS shall have the option to require Company to provide APS a deposit in an amount equal to the average monthly invoice amount for the previous six (6) months. APS shall retain the deposit until the termination of this Agreement and in the event Company is delinquent in future payments, may offset payments against such deposit without prior notice to Company.

4.06 Collections of Fees and Co-payments. In the event that a Plan should fail to provide timely reimbursement or payment of claims under this Agreement or in the event that specific Plan Members fail to make required Co-payments, Company shall use all reasonable efforts to coordinate the collection of such fees and/or Copayments. Company acknowledges the right of APS and the Network or mail order Pharmacies to suspend Plans or individual Plan Members for the failure to pay claims, fees or Co-payments.

4.07 Network Fees. Company acknowledges that there may be arrangements with Network Pharmacies or with other providers or suppliers of Pharmacy Products and Services, including drug manufacturers or suppliers, under which APS or its affiliates may receive payment from those providers or suppliers in return for services. Company further acknowledges that APS may be entitled to or may retain a portion of the amounts that are paid by such providers or suppliers as a fee for APS's services in establishing, maintaining and operating the Network and for APS's services provided under this Agreement. In no event shall APS have any obligation to disclose such fees or fee schedules to Company.

**ARTICLE V
Term of Agreement**

5.01 Term and renewal. The term of this Agreement shall commence on the Effective Date first above written, and shall continue for an initial term of two (2) years. Thereafter, this Agreement will automatically renew each year for successive one (1) year terms, unless notice of termination is delivered by APS, or Company at least sixty (60) days before the end of the then current term.

5.02 Termination for default. In the event of any failure of APS or Company to perform any of the material terms, conditions or covenants of this Agreement for more than thirty (30) days after written notice delivered to the party in default, then in such event, the non-defaulting party, in addition to other rights or remedies it may have, shall have the right to immediately terminate the term of this Agreement, provided, however, that the termination of the term of this Agreement shall not relieve the parties of their duties and obligations which have accrued up to the date of termination. Notwithstanding the foregoing, in the event that Company defaults in its obligation to remit payments in the times as required by Section 4.02 or Section 4.03 of this Agreement, and such failure continues for seven (7) Business Days following written notice of nonpayment by APS, then APS, in its sole discretion, may immediately cease performance of all of its obligations under this Agreement as pertains to the Designated Plans for which fees under Section 4.02 have not been paid, and in respect to all Designated Plans if the nonpayment relates to fees owed to APS under Section 4.03, until full payment has been received by APS and Company has provided APS with assurances satisfactory to APS that future payments under Section 4.02 or Section 4.03, as the case may be, will be remitted within the applicable time periods.

5.03 Termination upon insolvency. Any party may terminate the term of this Agreement upon the filing by or against the other party of a petition in bankruptcy under the Federal Bankruptcy Act if such filing is not dismissed within thirty (30) days, or if the other party affirmatively seeks relief under any other law or act regarding insolvency, reorganization, or arrangement or extension for the relief of debtors, including

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an assignment of assets for the benefit of creditors, or if there is an appointment of a receiver or trustee for transfer or sale of a material portion of the other party's assets.

5.04 Termination resulting from change in laws. In the event APS's performance of its duties under this Agreement is made materially more burdensome or expensive, or its duties required under this Agreement are materially changed due to amendments, modifications or changes in federal, state or local laws, regulations or rules during the term of this Agreement, in such event, APS shall deliver notice to Company of such circumstances. If APS and Company cannot agree on adjustments to the fees to be paid to APS within thirty (30) days following APS's delivery of notice to Company, then APS may terminate this Agreement upon thirty (30) days notice to Company.

5.05 Effect of termination. In the event of termination of this Agreement, such termination shall not relieve any party from the performance of duties and obligations that accrued prior to the effective date termination, including, without limitation, the responsibility of Company for the reimbursement of claims and the payment of fees to APS.

**ARTICLE VI
Indemnification**

6.01 Indemnification. Subject to the limitations of Section 7.07, Company and APS each agree to indemnify and hold harmless the other party and their respective officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, or expenses, including reasonable attorney fees, to the extent permitted by law, arising from any of its or its employees or agents negligent or intentional wrongful acts or omissions to act.

**ARTICLE VII
Miscellaneous**

7.01 No joint venture. This Agreement shall not be deemed to create a partnership, association, joint venture or other similar arrangement between APS and Company, the intent of this Agreement being that both APS and Company shall be and shall remain independent contractors for purposes of the performance of their respective obligations under this Agreement.

7.02 Notices. Any notice, designation, consent or approval required or permitted hereunder shall be made in writing and delivered personally or mailed by reputable overnight carrier or by certified mail, return receipt requested, addressed to the parties as hereinafter specified. Any notice forwarded by overnight courier shall be deemed to have been received, delivered or given to the other party the next Business Day following deposit with such overnight courier, or if forwarded by certified mail in accordance with the terms of this Section, shall be deemed to have been received, delivered, or given to the other party three (3) Business Days following the date of mailing. Addresses, for purposes of this Agreement, unless otherwise designated in a subsequent written notice, are as follows:

APS:	Atlantic Prescription Service. 139 E. 10 th Street Wahoo, NE 68066
COMPANY:	Diane Young, HR/Insurance Department Board of Commissioners 2293 N. Main Street Crown Point, IN 46307 Phone: (219) 755-3211

7.03 Proprietary Rights. Company acknowledges that APS is the owner of the exclusive rights to the names "APS", "Atlantic Prescription Services" and/or any other name or names used or developed by

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APS in conjunction with the APS System, together with any distinctive trademark and/or any service mark that may hereafter be adopted, and to any trade secrets and other information of any kind with respect to the APS System including, but not limited to, operating procedures, manuals, forms, Plan data sheets, computer software (herein the "APS System names, marks, and information"). Company agrees that the APS System names, marks and information, are proprietary to APS and shall not be used by Company or their respective owners or employees, or otherwise disclosed in any way to third parties, without the prior written consent of APS first having been obtained. Any new product developments, forms or improvements of the APS System during the term of this Agreement shall be the property of APS and shall be deemed part of the APS System, names, marks and information. Upon termination of this Agreement, Company will immediately return to APS: all copies of manuals, forms, Plan data sheets, Plan Payment Schedules, Plan Formularies and other documentation which is the property of APS. This provision shall survive the termination of the term of this Agreement.

7.04 Force Majeure. The duties and obligation of each party to this Agreement are limited in the event of circumstances beyond their control, such as a major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel, significant labor dispute and acts of God. In such an event, the parties hereto agree to use their best efforts under the circumstances to fulfill their duties and obligations under this Agreement by whatever reasonable means are available.

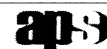
7.05 Confidentiality. Except as otherwise specifically provided in this Agreement, parties to this Agreement each covenant that they shall keep the information and data generated during the course of this Agreement, and the terms and conditions of this Agreement, strictly confidential and shall not distribute copies of this Agreement or disclose the terms and conditions of this Agreement to any person or entity. As an exception to the foregoing, and to the extent not prohibited by applicable federal and state laws, rules or regulations, including without limitation the regulations regarding the privacy of individually identifiable health information (the "Privacy Regulations") adopted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), APS shall be entitled to use or disclose (1) all aggregate data and other de-identified protected health information ("PHI") generated during the term of this Agreement for purposes of Drug Utilization Review, Formulary development, or to otherwise develop and enhance its services hereunder, and as may be necessary or appropriate to secure rebates or reimbursements from drug manufacturers, and (2) all PHI received from Company for the purposes described in, and pursuant to the terms of, any authorization or consent, if necessary, that Company may obtain from a Member under section 7.06 of this Agreement. As a further limited exception to the foregoing, any party may distribute copies of this Agreement or disclose the terms and conditions of this Agreement under the conditions as follows:

- a. This Agreement and the terms and conditions of this Agreement may be disclosed to the parties' legal and tax advisors;
- b. This Agreement and the terms and conditions of this Agreement may be disclosed as maybe necessary or appropriate to enforce the terms of this Agreement or as may be directed by binding court order or subpoena; and
- c. This Agreement and the terms and conditions of this Agreement may be disclosed as may be required to prevent them from violating any applicable laws. The confidentiality and nondisclosure obligations of the parties shall survive the termination of this Agreement.

7.06 HIPAA Compliance. APS and Company acknowledge that PHI will be disclosed to APS pursuant to this Agreement. Prior to a Member's enrollment in a Plan, Company agrees to obtain a signed authorization or consent, if necessary, which shall allow APS as Company's business associate, to use or disclose a Member's PHI in order to (1) obtain premiums, determine or fulfill a Plan Sponsor's responsibility for coverage and provision of benefits under a Plan (including the coordination of benefits or the determination of cost sharing amounts), or adjudicate claims; (2) provide reimbursement for the provision of Pharmacy Products and Services to the Member; (3) conduct utilization review activities; (4) conduct quality assessment and improvement activities, including outcomes management; (5) review and evaluate a Plan Sponsor's qualifications and performance; (6) contact health care providers with

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information about treatment alternatives; (7) engage in cost-management analyses, including Formulary development and administration; (8) ; provide PHI to Members on behalf of Plan Sponsor; (9) providing provide PHI to Member physicians and pharmacists for payment, treatment and healthcare operations purposes; (10) perform data aggregation services on behalf of Plan Sponsor as permitted by 45 CFR 164.504(e)(2)(i)(B); and (11) perform administrative, management, or legal activities as set forth in this Agreement;. APS may also (12) comply with any legal obligations, federal and state laws, and/or health and human service requirements; (13) conduct or perform research and satisfy research objectives and goals; and (14) remove identifiers from PHI and use or disclose such de-identified information as permitted by law and this Agreement. Company further agrees to condition a Member's enrollment in a Plan upon a Member's provision to Company of such signed authorizations or consents if necessary. As a business associate of Company, APS and Company agrees as follows:

- a. APS shall not use or disclose PHI received from Company other than as permitted or required by this Agreement or law.
- b. APS agrees to use reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.
- c. APS agrees to mitigate, to the extent practicable, any harmful effect that is known to APS of a use or disclosure of PHI by APS, respectively, in violation of the requirements of this Agreement.
- d. If APS delegates any of its functions, activities, or services under this Agreement to an agent, including a subcontractor, and such delegation involves a disclosure of PHI received from, or created or received by APS, respectively, on behalf of, Company, then APS, as the case may be, shall take appropriate measures to ensure that the agent agrees to the same restrictions and conditions to which APS is subject under this Agreement with respect to such information.
- e. APS shall make PHI that it maintains available to the Members to whom it relates, subject to the restrictions and requirements of 45 C.F.R. § 164.524. APS shall also make such information available to such Members for purposes of amendment, and shall incorporate any amendments, subject to the restrictions and requirements of 45 C.F.R. § 164.526. APS shall also furnish, to a Member who makes a request, an accounting of APS's, as the case may be, uses and disclosures of that Member's PHI during the six-year period prior to the date on which the Member requests the accounting, subject to the restrictions and requirements of 45 C.F.R. § 164.528.
- f. APS agrees to make its internal practices, books, and records that relate to the use and disclosure of PHI received from, or created or received by APS, respectively, on behalf of, Company available to the Department of Health and Human Services within ten (10) business days after written notice for purposes of determining Company's compliance with the Privacy Regulations.
- g. Because APS must maintain PHI received from Company for audit purposes, it is infeasible for APS to either destroy such information or return it to Company upon the termination of this Agreement. Therefore, APS shall extend the terms of this Agreement to such information and limit further uses and disclosures to those related to the conducting of audits of such information until such information has been destroyed.
- h. APS and Company agree that in the event of any changes, modifications or amendments to HIPAA or the Privacy Regulations, they will cooperate in executing any amendments to this Agreement that are necessary for the parties to maintain compliance with HIPAA and the Privacy Regulations. If the parties fail to agree on reasonable amendments to the provision in this Section 7.06, either party may terminate this Agreement upon sixty (60) days written notice to the other.
- i. Company shall: (1) provide APS with the notice of privacy practices that Company provides to its customers in accordance with 45 CFR 164.520, as well as any changes to such notice; (2)



provide APS with any changes in, or revocation of, permission by an individual or the individual's personal representative, to use or disclose PHI, if such changes affect APS's permitted or required uses and disclosures; (3) notify APS of any restriction to the use or disclosure of PHI that Company has agreed to as well as requests for confidential communication by alternative means and at alternative locations all in accordance with 45 CFR 164.522; (4) not request APS to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by Company; (5) provide APS with any amendments to PHI that Company has agreed to pursuant to 45 CFR 164.526.

7.07 LIMITATION OF WARRANTIES AND DAMAGES. EXCEPT FOR WARRANTIES AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, APS MAKES NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE SERVICES AND PRODUCTS TO BE PROVIDED BY APS TO COMPANY PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL ANY OF APS OR COMPANY BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT, BY REASON OF ANY HIPAA VIOLATION, TORT, BREACH OF CONTRACT OR WARRANTY, INDEMNIFICATION OR OTHER LEGAL LIABILITY THEORY, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR SIMILAR DAMAGES SUFFERED BY THE NONDEFAULTING PARTY ARISING OUT OF A BREACH OR DEFAULT IN THE PERFORMANCE OF THE PARTIES' RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

7.08 Assignment. This Agreement is personal to the parties and may not be assigned by either party except by written agreement signed by the parties. Any attempt to assign, transfer, pledge, or hypothecate, or make any other disposition of this Agreement, or any of the rights, obligations, or benefits contrary to the foregoing shall be null and void without effect. Subject to the restrictions against unauthorized assignment or transfer set forth herein, the provisions of this Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors and assigns. Notwithstanding the foregoing, APS shall have the right to assign this Agreement to any parent or subsidiary corporation of APS, or to any entity which, by way of merger, acquisition, or other similar transaction, succeeds to the rights of APS.

7.09 Amendment. This Agreement contains the entire agreement between the parties, and may only be amended or modified by written instrument signed by the parties. The partial invalidity of any provision of this Agreement shall not invalidate or affect the validity of the remaining provisions of this Agreement. If any provision of this Agreement is deemed invalid or unenforceable, this Agreement shall remain in full force and effect as if such invalid or unenforceable provision were omitted.

7.10 Waiver. No failure by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's rights to enforce such terms, nor shall any waiver on any one occasion be deemed a waiver of any other term hereof, or subsequent breach thereof. No right under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the parties.

7.11 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the respective parties' rights under this Agreement, shall be settled by arbitration. Such arbitration shall be in accordance with the rules of the American Arbitration Association, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party in such arbitration and any ensuing legal action shall be reimbursed by the party who does not prevail, for the reasonable attorneys, accountants, and expert fees and the costs of such actions.

7.12 Applicable law. This Agreement shall be construed, interpreted, and governed by the laws of the State of Indiana. Time is of the essence for the purposes of this Agreement.



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7.13 No third party beneficiary. Nothing express or implied in this Agreement is intended to confer, upon any person other than Company and APS and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

7.14 Exhibits. The following exhibits are made a part of and incorporated in this Agreement as if fully set forth herein: Exhibit "1" Designated Plans Exhibit "2" Network Pharmacy Reimbursement Schedule Exhibit "3" Schedule of Fees Exhibit "4" Drug Utilization Review

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date and year first above written.

ATLANTIC PRESCRIPTION SERVICES.

Francis Dwyer
Signature
Commissioner
Title

Lake County
Boonett Alley
Signature
Commissioner
Title:

Lake County
Henry Scheub
Signature
Commissioner
Title:

Lake County

Signature

Title:



**EXHIBIT "1"
DESIGNATED PLANS**

Plan Name: Lake County Board of Commissioners Employee Benefit Health Plan

Plan Sponsor: Lake County Board of Commissioners

Plan Administrator: Professional Claims Management, Inc.



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EXHIBIT "2"
NETWORK PHARMACY REIMBURSEMENT SCHEDULE

PRICING FORMULA

Network Pharmacy

The lower of U&C or

Brand Name Drugs - AWP less 15%
Non MAC Generic Drugs - AWP less 15%
MAC Generic Drugs - AWP less 66%

Dispensing Fee Per Prescription

Brand Name Drugs \$1.25
Generic Drugs \$1.25

90 Day Supply (Mail Order) at Walgreens Retail Locations

The lower of U&C or

Brand Name Drugs - AWP less 22%
Non MAC Generic Drugs - AWP less 22%
MAC Generic Drugs - AWP less 68%

Dispensing Fee Per Prescription

Brand Name Drugs \$1.25
Generic Drugs \$1.25

Traditional Mail Order Pharmacy

The lower of U&C or

Brand Name Drugs - AWP less 22%
Non MAC Generic Drugs - AWP less 22%
MAC Generic Drugs - AWP less 68%

Dispensing Fee Per Prescription

Brand Name Drugs \$0.00
Generic Drugs \$0.00



EXHIBIT "3"
SCHEDULE OF FEES

A. BASE ADMINISTRATION FEES

\$0.30 per transaction processed electronically and \$1.00 per paper claim submitted.

B. ENROLLMENT KIT FEES

APS's standard enrollment kit is designed to provide Members with detailed information regarding their drug benefit program. Materials include two APS standard member identification cards, Generic/Maintenance Medication Information Sheet, Patient Information Sheet, APS Formulary, and mail order pharmacy services information and enrollment form (if applicable).

C. ADDITIONAL/REPLACEMENT MEMBER IDENTIFICATION CARDS (SETS OF TWO)

Two Member identification cards are included in base administration fees

\$ 1.00 per standard paper card set
\$ 1.50 per standard hard plastic card set
\$ 2.50 per custom card set

D. EXPLANATION OF BENEFITS/PROOF OF SAVINGS REPORT

APS shall provide to the Member a HIPAA compliant record of all Member claims assigned to the Plan.

\$ 0.00 for an annual report mailed to the Member's household.
\$ 0.50 for a semi-annual report mailed to the Member's household.
\$ 0.50 for a quarterly report mailed to the Member's household.

E. CUSTOM FORMULARY MANAGEMENT

For Plans that elect not to utilize the APS Formulary, applicable programming time for the development of a customized Formulary shall apply at a rate of \$125 per hour. It is then the Plan's responsibility to provide timely updates to APS for Formulary updates. Applicable billing time may also apply to Formulary updates whether received electronically or via paper. Plans that do not utilize the APS Formulary are not eligible for the APS Formulary Savings Program.

F. PRIOR AUTHORIZATIONS

Client directed Prior Authorizations are included in base administration fees.

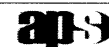
Managed Prior Authorizations shall be administered. Additional fees for managed Prior Authorizations can be paid either to APS by the Company in administration fees as noted below:

\$1.50 per paid claim that required managed Prior Authorizations services.
\$10 per requested authorization (approved or denied) per protocol approval time.
\$25 per approved authorization per protocol approvable time.

or by the member, with an additional \$5 added to the Member co-payment on all applicably designated Pharmacy Products and Services that required managed Prior Authorization services.

G. FORMULARY SAVINGS/REBATES PROGRAM

Company or the Designated Plan, as directed by Company, shall be entitled to 85% of the net Formulary savings and rebate funds received for Designated Plans utilizing the APS Formulary, with the balance payable to APS. Payment to Company will be within 180 days of the end of the quarter in which the claim was adjudicated. Company acknowledges that the ability of APS to secure Formulary savings or rebates from pharmaceutical manufacturers may be modified or eliminated from time to time for reasons, including, but not limited to, the following: (i) failure to utilize the APS Formulary; (ii) changes in applicable laws; (iii) modification of APS agreements with pharmaceutical manufacturers; (iv) discontinuance of programs by drug manufacturers; and (v) the election of Company or a Designated Plan not to utilize programs offered by APS.



Order #47 Agenda #49 (cont'd)

H. REPORTING**Standard Reporting**

A standard package of reports that APS produces and makes available includes the reports described below, which are cumulatively known as the "Snapshot." The Snapshot will be made available to Company in an electronic format. The Snapshot report includes the following:

Report Name	Frequency Produced	Brief Description
1. Program Savings and Utilization Summary	Quarterly	This report outlines the total plan savings and net effective discount for the plan as well as average utilization numbers and costs.
2. Census Track and Age Band Utilization Reporting	Quarterly	Outlines group census information for employee coverage and delineates to family and single coverage employees with projected monthly and yearly funding levels. Additionally age band and sex utilization with average PMPMs is presented.
3. Maintenance therapy and Mail-Order Utilization Summary Statistics	Quarterly	Summarized Maintenance versus non-maintenance therapy utilization in the plan's population as well as present summary statistics for mail-order services.
4. Brand and Generic Utilization	Quarterly	Delineates Prescription utilization (volume and dollars) based on brand with generic available, brand, and generic utilization. Also presents average plan, cost, and total cost for each classification.
5. Preferred Drug List Utilization	Quarterly	Delineates Prescription utilization (volume and dollars) based on tier status. Also presents average plan, cost, and total cost for each classification.
6. Top Ten Therapeutic Drug Classes	Quarterly	Presents total dollars and PMPM contributions of the Top ten therapeutic classifications of medications utilized within the plan.
7. Top Twenty Prescription Drugs Dispensed	Quarterly	Displays the top twenty Prescriptions dispensed by volume as well as average costs and percentages of utilization.
8. Pharmacy Provider Utilization Summary	Quarterly	Depicts the top twenty pharmacy providers and compares number of Prescriptions filled, number of members utilizing, as well as generic utilization, generic substitution, and formulary compliance rates.
9. Physician Utilization Summary	Quarterly	Portrays the top twenty prescribing physicians for the plan and compares number of Prescriptions filled, number of members utilizing, as well as generic utilization, generic substitution, and formulary compliance rates.
10. Cumulative Prescription Utilization Statistics	Quarterly	Breaks out monthly dollars and script count on a cumulative basis since plan initiation.
11. Cumulative Prescription Statistics By Month	Quarterly	Characterizes monthly summary of Prescriptions, patient copays, plan cost, and total plan costs on a cumulative basis since plan inception.



EXHIBIT "4"
DRUG UTILIZATION REVIEW

A. DESCRIPTION OF SERVICES

APS shall provide the following concurrent Drug Utilization Review services. The following provides a list of the standard on-line edits performed concurrently with the APS's claims processing system at the point of sale.

All utilization edits are performed with the integrated network of retail and/or mail service pharmacy providers.

Refill too Soon – This checks for improper refilling of a Prescription. The alert occurs when a pharmacy tries to refill a Prescription before a predetermined (by the Plan) percentage of the days supply has been used. This check identifies early refills for Members who are utilizing multiple Network Pharmacies. The alert identifies refills too soon regardless of whether the brand or generic of a medication is submitted as a claim.

Exact Duplicate Claim – The system prohibits reimbursement for the exact drug name, RX Number, strength and/or date of service.

Duplicate Drug or Duplicate Class Therapy – This duplicate edit checks for two or more medications from the same therapeutic category. If a previous Prescription in the same class was dispensed in a given time period, an alert would be triggered to the pharmacy. This edit checks for members that are receiving the same drug in different strengths or formulations and also checks for products with duplicate ingredients.

Drug Gender Edit – The pharmacist is notified when a Prescription claim is inappropriate or contraindicated for the Member's gender.

Geriatric and Pediatric Minimum/Maximum Dosing – Informational edits alert the pharmacist when a prescribed dose is over or under the recommended dosage for individuals over age 65 or under age 12. This is based upon internal calculations of quantity, strength, days supply, and age. The edit then checks for doses that are too high or low based upon pediatric, adult, or geriatric levels.

Drug/Drug Interaction – An alert occurs when a Prescription is filled that may interact with a previously filled drug in a specific time period. Levels of severity are assigned to interactions and only those interactions that are identified as being severe are reported back to the Network Pharmacy.

Drug-to-Disease or Implied Disease Contraindication – Checks are performed based on Member submitted disease states and allergy patterns, or a disease state can also be inferred from medications that the patient is taking (i.e. insulin would infer Diabetes as a disease state). This is an important DUR edit, especially if the Plan does not have medical ICD-9 or diagnosis codes available. If the diagnosis is available, APS can incorporate the ICD-9 code into the on-line DUR program.

Over/Under Utilization of Therapy – This is a duration of therapy check that is based on the days supply entered for the Prescription. Checks are performed to indicate over and under utilizations of therapy based on days supply and refill patterns.

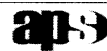
Drug Allergy – Checks are performed based on Member submitted disease states and allergy patterns. This can be especially useful if a Member visits multiple pharmacies and does not always report their allergies to the Network Pharmacy.

Dollar Limits Per Claim – This edit would require a telephone call to the help desk to override if desired by the Plan. A Plan can specifically determine dollar limits of claims that could be dispensed without prior authorization by the Plan.

Dollar Limits per compound claim – This edit would automatically audit compounded claims that exceed a certain dollar value as set by the Plan. This value is scaleable and designed to help gain greater control on compounded claims that are difficult to audit due to the compounded nature of the claim.

Quantity Limits Per Claim – This edit would require a telephone call to the help desk. Plans can specifically determine quantity limits for particular claims, or they can use the Global APS Dispensing Limitations List. An override to a quantity limit would require Prior Authorization.

Days Supply Limits Per Claim – This edit would be determined by Plan design and is usually not override able unless the Plan chooses to accept a vacation supply as an override denial code that is accepted.



Order #47 Agenda #49 (cont'd)

B. LIMITATIONS OF DRUG UTILIZATION REVIEW SERVICES

The information generated in connection with the APS DUR services is intended as an information guide to, and not a substitute for, the knowledge, expertise, skill, and judgment of Physicians, pharmacists, and other healthcare professionals. APS on behalf of the Plan Sponsor, shall message Network Pharmacies when DUR is noted, however the APS DUR system should not be relied upon as a substitute for their professional judgment. The Plan Sponsor acknowledges and agrees that the APS DUR system will provide informational messaging and warning to Network Pharmacies, but the APS DUR system can not prevent Network Pharmacy provider from dispensing Covered Products and Services to Members that may be inconsistent with the information they receive through the APS DUR system. The Plan Sponsor acknowledges that Network Pharmacies are individually responsible for acting or not acting upon information generated and transmitted through the APS DUR system, and for performing services in each jurisdiction consistent with the scope of their licenses.

APS SHALL ENDEAVOR TO UPDATE THE APS DUR DATABASE ON A REASONABLE BASIS TO REFLECT CHANGES IN STANDARDS OF PRESCRIBING PRACTICES; HOWEVER, COMPANY ACKNOWLEDGES THAT NO SYSTEM WILL CONTAIN ALL CURRENTLY AVAILABLE INFORMATION ON ACCEPTED MEDICAL PRACTICES OR PRESCRIBING PRACTICES, AND APS DISCLAIMS ANY AND ALL WARRANTIES TO THE CONTRARY, EXPRESS OR IMPLIED. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT APS SHALL NOT BE LIABLE FOR ANY INJURIES, COSTS, LIABILITIES, DAMAGES, EXPENSES, CLAIMS, SUITS, OR PROCEEDINGS OF ANY TYPE ARISING IN CONNECTION WITH (I) MEDICAL OR SCIENTIFIC JUDGMENTS MADE IN CREATING THE APS DUR DATABASE OR ANY OTHER DATABASES AND REPORTS UPON WHICH THE APS DUR SERVICES ARE BASED OR (II) ANY FAILURE TO INCLUDE INFORMATION IN THE APS DUR DATABASE.



Order #48 Agenda #50

In the Matter of L C Board of Commissioners – Consulting Contract for Personal Property Tax Collection with Jewell Harris, Jr. on behalf of the Treasurer for the year 2011.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection with Jewell Harris, Jr. on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #48 Agenda #51

In the Matter of L C Board of Commissioners – Consulting Contract for Personal Property Tax Collection with Ronald Ostojic on behalf of the Treasurer for the year 2011.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection with Ronald Ostojic on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #48 Agenda #52

In the Matter of L C Board of Commissioners – Consulting Contract for Personal Property Tax Collection with John Stanish on behalf of the Treasurer for the year 2011.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection with John Stanish on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #48 Agenda #53

In the Matter of L C Board of Commissioners – Consulting Contract for Real Property Tax Collection with Jewell Harris, Jr. on behalf the Treasurer for the year 2011.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Real Property Tax Collection with Jewell Harris, Jr. on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #48 Agenda #54

In the Matter of L C Board of Commissioners – Consulting Contract for Real Property Tax Collection with Alexander Lopez on behalf of the Treasurer for the year 2011.

Order #48 Agenda #54 (cont'd)

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Real Property Tax Collection with Alexander Lopez on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #48 Agenda #55

In the Matter of L C Board of Commissioners – Consulting Contract for Real Property Tax Collection with Sandra Verwey on behalf of the Treasurer for the year 2011.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract for Real Property Tax Collection with Sandra Verwey on behalf of the L C Treasurer for the year 2011. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #49 Agenda #56

In the Matter of L C Board of Commissioners – Consulting Contract with McKinley Nutall for Poor Relief Hearing Officer Services for the period of December 19, 2010 to December 31, 2011 in an amount not to exceed \$20,000.00 at the rate of \$20.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract between Board of Commissioners of the County of Lake and McKinley Nutall for Poor Relief Hearing Officer Services for the period of December 19, 2010 to December 31, 2011 in an amount not to exceed \$20,000.00 at the rate of \$20.00 per hour. Motion carried.
(SEE FILE "OCTOBER 2010" FOR ORIGINAL)

Order #50 Agenda #57

In the Matter of L C Board of Commissioners – Calumet Township Poor Relief Policy – Recommendation from McKinley Nutall.

After discussion, Allen made a motion, seconded by Scheub, to make the Calumet Township Poor Relief Policy – Recommendation report from McKinley Nutall a matter of public record. Councilwoman Elsie Franklin present for comment. Motion carried.

Order #51 Agenda #61

In the Matter of L C Board of Commissioners – Joint Interlocal Cooperation Agreement between the Town of Cedar Lake, Indiana and Lake County, Indiana for Construction Inspection Services.

Scheub made a motion, seconded by Allen, to approve the Joint Interlocal Cooperation Agreement between the Town of Cedar Lake, Indiana and Lake County, Indiana for Construction Inspection Services. Motion carried.
(cont'd)

Order #51 Agenda #61 (cont'd)

JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF CEDAR LAKE, INDIANA AND LAKE COUNTY, INDIANA FOR CONSTRUCTION INSPECTION SERVICES

This **JOINT INTERLOCAL COOPERATION AGREEMENT** (hereinafter referred to as this "Agreement") is made and entered into this 20th day of October, 2010, in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF CEDAR LAKE, Lake County, Indiana, a Municipal Corporation, by its Town Council (hereinafter referred to as "CEDAR LAKE"), and LAKE COUNTY, INDIANA, a unit of local government, by its Board of County Commissioners (hereinafter referred to as "COUNTY"); each a political subdivision and unit organized and operating under the laws of the State of Indiana.

RECITALS

WHEREAS, CEDAR LAKE is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of CEDAR LAKE;

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the unincorporated Boundaries of Lake County;

WHEREAS, CEDAR LAKE and COUNTY have each been advised that the provisions of the Interlocal Cooperation Act, Indiana Code §36-1-7-1, *et seq.*, (hereinafter referred to as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities;

WHEREAS, CEDAR LAKE seeks to use the inspection services of the Lake County Building and Planning Department from time to time for special projects that require special expertise;

WHEREAS, COUNTY has the resources and personnel with the necessary expertise to perform the inspection services required by CEDAR LAKE;

WHEREAS, CEDAR LAKE and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, to allow the COUNTY Building and Planning Department to perform inspection services requested by CEDAR LAKE for the mutual benefit of the participating governmental units; and

WHEREAS, CEDAR LAKE and COUNTY have determined that entry into a joint interlocal cooperation agreement to allow the COUNTY Building and Planning Department to perform inspection services requested by CEDAR LAKE is in the best interests of the residents of CEDAR LAKE and COUNTY, and therefore, have determined that it is advisable to enter

into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of the Act, as amended from time to time.

COVENANTS

NOW, THEREFORE, CEDAR LAKE and COUNTY in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

Provided that this Agreement is adopted by appropriate enabling resolutions by CEDAR LAKE and COUNTY, the duration of this Agreement shall be for a period of four (4) years from the execution date of this Agreement unless earlier terminated by either party with thirty (30) days written notice to the other party.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of CEDAR LAKE and COUNTY concerning the inspection services to be provided by COUNTY to CEDAR LAKE.

SECTION 3: FINANCING AND STAFFING.

CEDAR LAKE shall pay to COUNTY normal and actual costs for the inspection services requested by CEDAR LAKE and performed by the COUNTY Building and Planning Department employees. COUNTY shall supply all staffing required for the CEDAR LAKE requested inspection services.

SECTION 4: ADMINISTRATION AND RESPONSIBILITIES.

- A. This Agreement shall be administered through the Town Administrator of CEDAR LAKE and the Executive Director of the Building and Planning Department of COUNTY.
- B. CEDAR LAKE shall contact the COUNTY to perform inspection services on behalf of CEDAR LAKE. COUNTY shall bill CEDAR LAKE for the inspection services performed upon approval and processing in accordance with applicable law.

SECTION 5: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 6: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

Order #51 Agenda #61 (cont'd)

SECTION 7: FORCE MAJEURE.

Except as otherwise provided in this Agreement, CEDAR LAKE and COUNTY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of CEDAR LAKE and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 8: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

CEDAR LAKE
Town of Cedar Lake
10 E Joliet Street
Cedar Lake, IN 46375

COUNTY
Lake County Board of Commissioners
2293 North Main Street
3rd Floor, Building "A"
Crown Point, IN 46307

Attn: Town Council President,
Town Clerk-Treasurer, &
Town Attorney

Attn: Board of County Commissioners
& Attorney to the Board of County
Commissioners

SECTION 9: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 10: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 11: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 12: MATERIAL DISPUTE.

The parties agree that CEDAR LAKE and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties

agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 13: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 14. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. §36-1-7-6.

SECTION 15: PUBLIC ACTION.

It is expressly acknowledged and stated that this Agreement is executed and entered into by CEDAR LAKE and COUNTY after action by each entity at a duly advertised Public Meeting of the following:

- A. Town Council of the Town of Cedar Lake, Lake County, Indiana, a Municipal Corporation, on the ___ day of _____, 2010, by a vote of ___ in favor and ___ against, and whereby the Town Council President, and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.
- B. Board of County Commissioners, Lake County, Indiana, as duly elected executive of a Unit of Local Government, on the _____ day of _____, 2010, by a vote of ___ in favor and ___ against, and whereby the Members of the Board were directed to execute same and deliver the Agreement herein.
- C. The Lake County Council, Lake County, Indiana, as the duly elected fiscal body of a Unit of Local government, on the _____ day of _____, 2010, by a vote of ___ in favor and ___ against, approved this Agreement and ratified the Board of County Commissioners entry into this Agreement.

Order #51 Agenda #61 (cont'd)

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2010.

**TOWN OF CEDAR LAKE,
LAKE COUNTY, INDIANA, a
MUNICIPAL CORPORATION**

By: _____
Dennis Wilkening,
Town Council President

Attest: _____
Amy J. Sund, I.A.M.C., C.M.C.,
Clerk-Treasurer

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 20th day of October, 2010.

**BOARD OF COUNTY COMMISSIONERS,
LAKE COUNTY, INDIANA.**

By: Roosevelt Allen, Jr.
Roosevelt Allen, Jr., County Commissioner, 1st District

By: Gerry Scheub
Gerry Scheub, County Commissioner, 2nd District

By: Frances DuPey
Frances, DuPey, County Commissioner, 3rd District

Order #51 Agenda #61 (cont'd)

**COUNTY OF LAKE, INDIANA
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 10-17**

**A RESOLUTION AUTHORIZING THE ENTRY INTO A JOINT
INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN
OF CEDAR LAKE, INDIANA, AND LAKE COUNTY, INDIANA, FOR
CONSTRUCTION INSPECTION SERVICES, AND ALL MATTERS
RELATED THERETO.**

WHEREAS, Lake County, Indiana ("COUNTY"), is considering the approval of a Joint Interlocal Cooperation Agreement with the Town of Cedar Lake, Lake County, Indiana ("CEDAR LAKE"), to allow COUNTY, through its Building and Planning Department, to perform construction inspections services for CEDAR LAKE, as requested from time to time;

WHEREAS, the Board of County Commissioners of COUNTY has been advised that the provisions of Indiana 36-1-7-1 *et seq.*, as amended from time to time, permit local governmental units and public entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities;

WHEREAS, COUNTY is a political subdivision empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purposes stated herein;

WHEREAS, CEDAR LAKE is a Municipal Corporation empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purposes stated herein;

WHEREAS, CEDAR LAKE and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, together, to allow the COUNTY Building and Planning Department to perform construction inspection services as requested by CEDAR LAKE; and

WHEREAS, the Board of Commissioners of COUNTY has determined that entry into a joint interlocal cooperation agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE, is in the best interests of the residents of Lake County, and therefore, has determined that it is advisable to enter into and remain a participating unit under such a joint agreement pursuant to applicable provisions of State Law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF LAKE COUNTY, INDIANA:**

SECTION ONE: That the Board of County Commissioners of COUNTY shall take all appropriate and legal measures to enter into a Joint Interlocal Cooperation Agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE for the mutual benefit of the participating entities.

SECTION TWO: That the Board of County Commissioners is hereby authorized and directed to enter into Joint Interlocal Cooperation Agreement to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE pursuant to the applicable provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time.

SECTION THREE: That a copy of each proposed Joint Interlocal Cooperation Agreement between CEDAR LAKE and COUNTY shall be attached to this Resolution, and incorporated herein by reference.

SECTION FOUR: That this Resolution shall take effect and be in full force and effect from and after its passage by the Board of County Commissioners, Lake County, Indiana.

ALL OF WHICH IS PASSED AND ADOPTED THIS 20th DAY OF October, 2010, BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA.

**LAKE COUNTY, INDIANA,
BOARD OF COUNTY COMMISSIONERS**


Roosevelt Allen, Jr., Commissioner, 1st District


Gerry Scheub, Commissioner, 2nd District


Frances DuPey, Commissioner, 3rd District

Order #51 Agenda #61 (cont'd)

COUNTY OF LAKE, INDIANA
COUNTY COUNCIL
RESOLUTION NO. 10-93

**A RESOLUTION APPROVING THE BOARD OF COMMISSIONERS
ENTRY INTO A JOINT INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF CEDAR LAKE, INDIANA, AND LAKE
COUNTY, INDIANA, FOR CONSTRUCTION INSPECTION SERVICES,
AND ALL MATTERS RELATED THERETO.**

WHEREAS, Lake County, Indiana ("COUNTY"), by its Board of Commissioners has approved and entered into a Joint Interlocal Cooperation Agreement with the Town of Cedar Lake, Lake County, Indiana ("CEDAR LAKE"), to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE;

WHEREAS, the County Council of COUNTY has been advised that the provisions of Indiana 36-1-7-1 *et seq.*, as amended from time to time, permit local governmental units and public entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities and that the Board of Commissioners may enter into interlocal cooperation agreements with the approval of the County Council, as the fiscal body of COUNTY;

WHEREAS, COUNTY is a political subdivision empowered by the terms and provisions of Indiana Code 36-1-7-1, *et seq.*, as amended from time to time, to enter into agreements with participating governmental units for the purposes stated herein; and

WHEREAS, the County Council of COUNTY has determined that approval of the Board of Commissioners entry into a joint interlocal cooperation agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE, is in the best interests of the residents of Lake County, and therefore, has determined that it is advisable to approve the Board of Commissioners entry into such a joint agreement pursuant to applicable provisions of State Law.

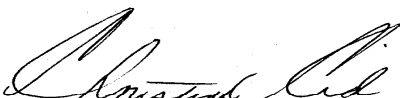
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, INDIANA:

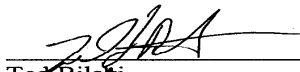
SECTION ONE: That the County Council of COUNTY hereby approves and ratifies the Board of Commissioners entry into a Joint Interlocal Cooperation Agreement with CEDAR LAKE to allow the COUNTY Building and Planning Department to perform construction inspection services requested by CEDAR LAKE.

SECTION TWO: That this Resolution shall take effect and be in full force and effect from and after its passage by the County Council, Lake County, Indiana.

ALL OF WHICH IS PASSED AND ADOPTED THIS 12th DAY OF OCTOBER, 2010, BY THE COUNCIL OF LAKE COUNTY, INDIANA.

LAKE COUNTY, INDIANA,
COUNTY COUNCIL


Christine Cid

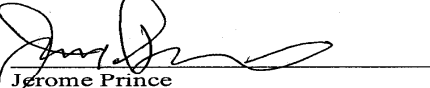

Ted Bilski


Elsie Brown-Franklin


Thomas O'Donnell


Ernie Dillon


Larry Blanchard


Jerome Prince



Order #52 Agenda #63

In the Matter of L C Board of Commissioners – Letter of support of renaming the East Chicago Courthouse in honor of Judge Lorenzo Arredondo from the following: A) Judge Calvin D. Hawkins, B) Judge Deidre L. Monroe, C) Wanda Gordils, President NACOPRW, D) Margaret Moran, League of United Latin American Citizens, E) Shelice R. Tolbert, James C. Kimbrough Bar Association.

Comes now, before the Board of Commissioners, Mrs. Hawkins, on behalf of Judge Calvin D. Hawkins, to recite a prepared statement of remarks to the Lake County Commissioners regarding the naming of the Lake Superior Courthouse in East Chicago in Honor of Lorenzo Arredondo. A woman by the name of Lisa, a Strong Hispanic Activist in the Community, spoke in support of this matter also stating to the Board that a petition is circling which will be presented in the future.

Allen made a motion, seconded by Scheub, to make the letters of support of renaming the East Chicago Courthouse in honor of Judge Lorenzo Arredondo submitted from the above mentioned supporters a matter of public record. Motion carried.

Attorney Dull, starting with himself, after giving a brief note in history, in support of the matter at hand, managed to obtain verbal contributions of five hundred each to assist with the funding for a plaque if the Board of Commissioners were to approve the renaming the East Chicago Courthouse in honor of Judge Lorenzo Arredondo.

Allen made a motion, seconded by Scheub, to defer action on the matter of renaming the East Chicago Courthouse in honor of Judge Lorenzo Arredondo until the next meeting. Motion carried.

Order #53 Agenda #59

In the Matter of L C Board of Commissioners – Check No. 5456 from Joseph Irak in the amount of \$250.00 concerning Case NO. 45D09-0705-SC-01565.

Scheub made a motion, seconded by Allen, to approve and accept Check No. 5456 from Joseph Irak in the amount of \$250.00 concerning Case NO. 45D09-0705-SC-01565. Motion carried.

Order #54 Agenda #58

In the Matter of L C Board of Commissioners – Consulting Services Agreement with SRI, Incorporated for project management services for the remainder of 2009-pay-2010 and continue through the 2010-pay-2011 cycle with an option for the 2011-pay-2012 cycle and evaluation of the backlog of appeals and resolution in a timely manner at the rate of \$100.00 per hour payable out of the reassessment fund.

Scheub made a motion, seconded by Allen, to defer action on the above stated Consulting Services Agreement. Motion carried.

Order #55 Agenda #62 A-B

In the Matter of L C Board of Commissioners – A Resolution of the Board of Commissioners of the County of Lake, Indiana, re-allocating volume for Recovery Zone Facility Bonds pursuant to the American Recovery and Reinvestment Act of 2009. A) 100% Reallocation to Hobart – 20.480 million. B) Reallocation to Luke Oil – 2.5 million.

Allen made a motion, seconded by Scheub, to approve Resolution No. 2010-15, A Resolution of the Board of Commissioners of the County of Lake, Indiana, re-allocating volume for Recovery Zone Facility Bonds pursuant to the American Recovery and Reinvestment Act of 2009. A) 100% Reallocation to Hobart – 20.480 million. B) Reallocation to Luke Oil – 2.5 million. Motion carried.

Order #56 Agenda #62C

In the Matter of L C Board of Commissioners – A Resolution of the Board of Commissioners of the County of Lake, Indiana, re-allocating volume for Recovery Zone Facility Bonds pursuant to the American Recovery and Reinvestment Act of 2009. C) Setting December 1, 2010 for Hobart to get action or Commissioners will sell.

Scheub made a motion, seconded by Allen, setting December 1, 2010 as the deadline for Hobart to get action or Commissioners will sell. Motion carried.

(cont'd)

Order #55 & 56 Agenda #62 A-B & C (cont'd)

BOARD OF COMMISSIONERS
COUNTY OF LAKE, INDIANA

RESOLUTION NO. 2010-15

A Resolution of The Board of Commissioners of the County of Lake, Indiana, re-allocating volume for Recovery Zone Facility Bonds pursuant to the American Recovery and Reinvestment Act of 2009.

WHEREAS, the County of Lake (the "County") has been allocated authority to issue \$22,980,000 in Recovery Zone Facility Bonds under the provisions of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"); and

WHEREAS, the purpose of the Recovery Zone Facility Bond Program is to lower the cost of capital for private entities in order to encourage development in recovery zones which are areas adversely affected by an increase in unemployment and other signs of general distress; and

WHEREAS, by resolution adopted on September 23, 2009 (the "Declaratory Resolution"), the Board of Commissioners of the County of Lake (the "Board") declared all of Lake County to be a recovery zone; and

WHEREAS, by resolution adopted on October 21, 2009 (the "Allocation Resolution"), the Board allocated all of its allocation to four entities and subsequently, on November 2, 2009, amended and increased that allocation to three entities as follows: \$7,659,234 to Schulte Hospitality Group ("Schulte"), \$7,659,234 to 3H Holding LLC, and \$7,659,234 to Gateway Partners, LLC; and

WHEREAS, pursuant to IRS Notice 2009-50, the County is authorized to allocate volume cap to the City of Hobart ("Hobart") for the Schulte Project which is to be constructed within Hobart, and Hobart qualifies as an Eligible Issuer of Recovery Zone Facility Bonds; and

WHEREAS, by resolution adopted on November 18, 2009 (the "First Re-Allocation Resolution"), the Board re-allocated the volume from Schulte to Hobart so that Hobart could serve as the conduit issuer for Schulte; and

WHEREAS, by resolution adopted on May 19, 2010 (the "Second Re-Allocation Resolution"), the Board re-allocated the volume to one project in Gary, Indiana, two projects in Hammond, Indiana and five projects in Hobart, Indiana; and

WHEREAS, the Allocation Resolution and First Re-Allocation Resolution provided that the Bonds for each applicant were to be issued by June 1, 2010, and that the Allocation Resolution and First Re-Allocation Resolution could be rescinded if bonds were not issued by that date; and

Order #55 Agenda #62 A-B (cont'd)

WHEREAS, the Second Re-Allocation Resolution provided that the Bonds for each applicant were to be issued by October 1, 2010, and that the Second Allocation Resolution could be rescinded if bonds were not issued by that date; and

WHEREAS, to date, no bonds have been issued for any entity to which volume was allocated pursuant to the Allocation Resolution, First Re-Allocation Resolution or Second Re-Allocation Resolution, and no entity has provided the County with verification that financing will be obtained by December 31, 2010, for its project; and

WHEREAS, the County has received an application from Luke Oil ("Luke Oil") for a project to be located in the City of Gary, Indiana; and

WHEREAS, it now appears to be in the best interest of the County and Hobart for the County to approve of Hobart using the additional volume that will be re-allocated to it to enable Hobart to issue recovery zone facility bonds for one of its projects and to allocate a small portion of the volume to Luke Oil;

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

Section 1. Effective October 20, 2010, the Board hereby re-allocates the County's allocation of volume for Recovery Zone Facility Bonds under Section 1400U-1 of the Internal Revenue Code of 1986, as amended, as authorized by the Recovery Act, as follows:

City of Hobart for either Schulte, Bear Country,	\$20,480,000
Supernova, Monetta Now or Sunny Days	
Luke Oil in Gary, Indiana	\$ 2,500,000

Section 2. The final allocation to Schulte, Bear Country, Supernova, Monetta Now or Sunny Days shall be given to the entity which is the first entity in Hobart to publish or have published the notice of the TEFRA hearing upon completion of the negotiation of its financing terms. Each applicant is directed to file a notice of proposed issuance of the bonds with the County Auditor promptly upon publication of the notice of the TEFRA hearing. At the next meeting of the Board following receipt of such notice, the Board will adopt a resolution confirming the allocation to that applicant.

Section 3. The allocation provided in Section 1 to the City of Hobart shall be valid until December 1, 2010. If the bonds for an approved project are not issued on or before December 1, 2010, this Resolution shall be deemed to be rescinded as it relates to that allocation unless an applicant pays the County an allocation fee equal to 0.3% of the volume allocated to that applicant. The allocation provided in Section 1 to Luke Oil shall be valid until December 15, 2010. If the bonds for that project are not issued on or before December 15, 2010, this Resolution shall be deemed to be rescinded as it relates to that allocation unless Luke Oil pays the County an allocation fee equal to 0.3% of the volume allocated to Luke Oil.

Order #55 Agenda #62 A-B (cont'd)

Section 4. If any applicant for a project in Hobart does not receive a final allocation because it does not complete its financing arrangements before the other applicant or applicants for projects in Hobart, the County will use its best efforts to obtain volume to allocate to it from additional volume allocated to the County by the Indiana Finance Authority.

Section 5. The President of the Board is hereby directed to provide a final letter containing the final allocation to an applicant after the adoption of the resolution referred to in Section 2. A copy of the final letter shall also be filed with the County Auditor.

Section 6. The Board's re-allocation to Hobart for Schulte, Bear County Park, Supernova, Monetta Now or Sunny Days is conditioned upon the City's agreement to issue Recovery Zone Facility Bonds and loan the proceeds thereof to one of those entities and to use Shanahan & Shanahan LLP as bond counsel or co-bond counsel, Jim Bennett as financial consultant or co-financial consultant, and John Dull as local counsel or co-counsel for the issuance of the Bonds.

Section 7. The Board directs representatives of the County to work with Luke Oil and Shanahan & Shanahan LLP as bond counsel to take such steps as are necessary to enable the County to issue the Recovery Zone Facility Bonds for Luke Oil prior to December 31, 2010. If the bonds close after December 15 but before December 31, the allocation fee of 0.3% paid by Luke Oil will be credited against its costs of issuance.

Section 8. This Resolution shall be effective as of the date hereof.

Dated this 20th day of October, 2010.

Frances Dewey

Commissioner

Bonnie G. G. G.

Commissioner

Harry Scheub

Commissioner

Attest:
Debra A. Keton

County Auditor

Order #57 Agenda #64

In the Matter of L C Board of Commissioners – Gary Courthouse Mailing Solution Proposal from Pitney Bowes.

Allen made a motion, seconded by Scheub, to take the proposal from Pitney Bowes under advisement for the Gary Courthouse Mailing Solution for further recommendation and tabulation. Motion carried.

Order #58 Agenda #65

In the Matter of L C Board of Commissioners – Resolution No. 2010-16 - Declaring Urgent Necessity for Penalty for Synthetic Cannabinoid.

Scheub made a motion, seconded by Allen, to approve Resolution No. 2010-16 - Declaring Urgent Necessity for Penalty for Synthetic Cannabinoid. Motion carried.

Scheub made a motion, seconded by Allen, to approve L C Council Ordinance No. 2010-1328A, An Ordinance Prohibiting the Purchase, Possession, Sale and Offering for Sale of Substances Containing Synthetic Cannabinoid, Sometimes Known as "SPICE" or "K2" and Providing Penalties for Violations.

(cont'd)

Order #58 Agenda #65 (cont'd)

RESOLUTION NO. 2010-16
DECLARING URGENT NECESSITY
FOR PENALTY FOR SYNTHETIC CANNABINOID

WHEREAS, the Lake County Council enacted Ordinance #2010-1328A on October 12, 2010; and


WHEREAS, the Board of Commissioners have approved that ordinance; and


WHEREAS, there is an urgent necessity requiring its immediate effectiveness; and


NOW THEREFORE BE IT RESOLVED by the Board of Commissioners as follows:


1. The Board of Commissioners finds an urgent necessity requiring that Lake County Council Ordinance 2010-1328A take immediate effect.
2. Whereas IC 36-2-4-8(b) provides that an ordinance prescribing a penalty or forfeiture will take immediate effect if the Board of Commissioners as county executive proclaims the urgent necessity and copies of the ordinance are posted in three public places in each of the Commissioners districts of the county.
3. That when the requirements in paragraph 2 above have been met Ordinance 2010-1328A will take effect.
4. That the Lake County Auditor should take a copy of the ordinance approved by the Commissioners and post it in three public places in each Commissioner district to include each of the county courthouses.
5. Once the County Auditor has posted the ordinances in the three public places in each district the Lake County Auditor shall execute an affidavit of posting and compliance with IC 36-2-4-8(b) and deliver the affidavit for matter of public record at the next Commissioner meeting.

Approved this 20th day of October, 2010.


Commissioner Gerry Scheub


Commissioner Frances DuPey


Commissioner Roosevelt Allen, Jr.

ATTEST:

Peggy Katona, Lake County Auditor

AFFIDAVIT OF AUDITOR
ON POSTING SYNTHETIC CANNABINOID

I Peggy Holinga-Katona, Lake County Auditor hereby certify that a copy of County Council Ordinance #2010-1328A was posted in the following public places:

1. Commissioner Allen, Jr.'s First District
 - a.
 - b.
 - c.
2. Commissioner Gerry Scheub's Second District
 - a.
 - b.
 - c.
3. Commissioner Frances DuPey's Third District
 - a.
 - b.

The last of the postings in the above locations occurred on _____, 2010
at _____ a.m./p.m.

Peggy Holinga-Katona
Lake County Auditor

STATE OF INDIANA, LAKE COUNTY, ss:

Before me, the undersigned, a Notary Public in and for said County, this _____ day of _____, _____ came _____ and acknowledged the execution of the foregoing instrument. Witness my hand and official seal.

My commission expires _____
Resident of Lake County Notary Public

Order #58 Agenda #65 (cont'd)

ORDINANCE NO. 2010- 1328AAN ORDINANCE PROHIBITING THE PURCHASE, POSSESSION, SALE
AND OFFERING FOR SALE OF SUBSTANCES CONTAINING
SYNTHETIC CANNABINOID, SOMETIMES KNOWN AS "SPICE" OR "K2"
AND PROVIDING PENALTIES FOR VIOLATIONS

WHEREAS, The County Council for the County of Lake, Indiana (Council) has been made aware that substances containing synthetic cannabinoids, sometimes known as "spice" or "K2" ("Products") have been marketed, sold, and offered for sale within the County of Lake; and

WHEREAS, the citizens of Lake County and various elected and law enforcement officials have noted an increased use of such Products, especially by minors, currently marketed and sold under the name of "K2", "Spice" and other names; and

WHEREAS, I.C. 36-2-4-8 provides that the County Council may enact Ordinances to promote and protect the safety, health and welfare of its citizenry; and

WHEREAS, the Products containing synthetic cannabinoids have not been tested by the Food And Drug Administration (U.S. Department of Agriculture) or other governmental agency for human consumption and may contain chemicals detrimental to the health and welfare of those who may ingest them; and

WHEREAS, medical studies and treatises note deleterious health risks and adverse effects associated with synthetic cannabinoids and the Products; and

WHEREAS, several states and municipalities throughout the Unites States have banned the Products and synthetic cannabinoids as a danger to public health and welfare; and

WHEREAS, the smoke emanating from the burning or incineration of the Products may cause adverse effects on bystanders or those in the vicinity of such activity; and

WHEREAS, the County Council believes it is in the best interests of its citizens to prohibit the sale, marketing, or offering for sale of the Products within Lake County, Indiana, to protect the health, safety and welfare of the citizens and children of Lake County, Indiana.

Page -1-

NOW, THEREFORE, BE IT ORDAINED, by the Lake County Council , Indiana, as follows:

(A) It is hereby declared to be unlawful for any individual or business to use, possess, purchase, attempt to purchase, sell, publicly display for sale or attempt to sell, give, or barter any one or more of the substances containing synthetic cannabinoids ("Products"), sometimes known as "spice" or "K2", within the boundaries of Lake County, Indiana.

(B) Products containing synthetic cannabinoids ("Products") may not be burned, incinerated or ignited in any public place or on any property owned, leased or controlled by Lake County, Indiana.

(C) If any of the products are found in the possession of any individual or business, they may be confiscated and destroyed by law enforcement officials.

(D) It is not an offense if the individual or business was acting at the direction of an authorized law enforcement agent to enforce or ensure compliance with this ordinance prohibiting the aforementioned substance.

(E) This Ordinance does not apply to any individual or business who commits any act described in this Ordinance pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act. This Ordinance likewise does not apply to the inhalation of anesthesia for a medical purpose or dental purpose.

(F) Any individual or business found to be selling, publicly display for sale or attempting to sell, give, or barter any Products shall be considered to have violated this Ordiance and will be subject to a civil fine of \$2,500.00. Any individual or business found purchasing or possessing any substance listed in section (A) shall be considered to have violated this Ordiance and will be subject to a civil fine of \$1,000.00. A second conviction under this Ordinance shall result in the business license being revoked, in addition to civil fines. Any person or entity found in violation

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Order #58 Agenda #65 (cont'd)

of this Ordinance shall be responsible for payment of reasonable costs and attorneys fees associated with the enforcement of this Ordinance.

(G) The County Attorney, shall have the authority to seek an injunction to prevent the selling or offering to sell in violation of this Ordinance by any business which refuses or fails to comply with this Ordinance.

(H) This Ordinance shall remain in effect until such time as a section of the Indiana Code addressing these or similar substances becomes effective at which time this Ordinance shall automatically be revoked. All violations occurring prior to the date of revocation shall be subject to the penalties herein regardless whether legal proceedings related thereto have been filed or concluded prior to the date of revocation.

(I) Any term defined in this ordinance by reference to a state statute shall have the same meaning whenever used in this ordinance unless clearly inapplicable by the context in which it is used. Any reference to a state statute shall mean the statute as amended from time to time, or any similar statutory provision that may supersede it relating to the same or similar subject matter.

(J) Should any section, paragraph, sentence, clause or any other portion of this ordinance be declared by a Court of competent jurisdiction to be invalid for any reason, the remaining provisions shall not be effected, if and only if, such remaining provisions can, without the invalid provision or provisions, be given the effect intended by the Council in adopting this ordinance. To this end the provisions of this ordinance are severable.

(K) This ordinance shall be in full force and effect upon adoption and compliance with Indiana Code 36-4-6-14, including publication as required by Law.

Adopted by the Lake County Council this 12th day of OCTOBER, 2010.

Thomas O'Donnell
 THOMAS O'DONNELL, President

Christine Cid
 CHRISTINE CID

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Larry Blanchard
 LARRY BLANCHARD

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

SEAL OF COMMISSIONERS OF THE COUNTY OF LAKE

Boonville
Larry Schuch

APPROVED THIS 12th DAY OF OCTOBER 2010



Order #59 Agenda #67A

In the Matter of Standard Items: Review and Approval of Minutes of the Regular Meeting, Wednesday August 18, 2010.

Scheub made a motion, seconded by Allen, to approve the Minutes of the Regular Meeting, Wednesday August 18, 2010. Motion carried.

Order #59 Agenda #67B

In the Matter of Standard Items: Review and Approval of Minutes of the Special Joint Meeting, Wednesday August 18, 2010.

Scheub made a motion, seconded by Allen, to approve the Minutes of the Special Joint Meeting, Wednesday August 18, 2010. Motion carried.

Order #59 Agenda #68

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, October 20, 2010.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, October 20, 2010 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion carried.

Order #59 Agenda #69

In the Matter of Service Agreements

Scheub made a motion, seconded by Allen, to approve the following Service Agreements. Motion carried.

L C CALUMET TOWNSHIP ASSESSOR	W/ M & S Construction
L C DATA	W/ Collier Computing Company, Inc.
L C DATA	W/ Lawson Software, Inc.
L C DATA	W/ Mapsys, Inc.
L C DATA	W/ Tri-Electronics
L C SURVEYOR	W/ Allard Rental Corp.
L C SURVEYOR	W/ Clifford-Wald & Co.

Order #59 Agenda #70

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by Allen, to approve the Poor Relief Decisions. Motion carried.

Elayne Willis	Approved
Margaret Gilliard	Approved
Bernard Sanders	Approved
Gloria Lewis	Approved
DeBorah Morrison	Approved
Rochelle Mills	Approved
Betty Kelly	Approved on condition
Cheryl Jones	Approved
Ruth Martinez	Approved
Regina Grady	Approved on condition
Salvador Garicia	Approved
Glen Moore	Denied for appellant's failure to appear
Terri Pearson	Denied for appellant's failure to appear
Thomas Hunter	Denied for appellant's failure to appear
Charles Powell	Denied
Marvin St. Clair	Denied for appellant's failure to appear
Cynthia Brodnax	Denied
Gale Gibbs	Denied
Schevon Bonner	Denied for appellant's failure to appear
Tamika Taylor	Denied for appellant's failure to appear
Michael L Sutton	Denied for appellant's failure to appear
Debra Cole	Denied for appellant's failure to appear
Clarence Bibbins	Approved
Joletta Moton	Approved
Kimberly Sanders	Approved on condition
Leonard Smith	Approved
Sheila Tiller	Approved
Latricia Henry	Denied for appellant's failure to appear
Elayne Willis	Denied
Terri Pearson	Approved on condition
Tamika Taylor	Approved
Ellis Montgomery	Approved
Eric Key	Approved
Alice Escamilla	Approved on condition
Jamis Brown	Approved on condition
Jacob Banks	Approved
Lemuel Cannon	Remanded to township for further consideration and review
Debra Cole	Denied
Jena Harris	Denied for appellant's failure to appear
Kenneth Howard	Denied for appellant's failure to appear
Dora Greer	Denied

Order #59 Agenda #70 (cont'd)

North Township Trustee Client Case Summary

Michael Stanford	Denial
Yolanda Wright	Denial
Davina Hasting	Denial
Tamarra Young	Approval
Carolynn White	Approval
Mr. & Mrs. Curtis Woods	Approval
Eduardo Santos	Applicant
Charles Spruggs	Approval
Elida Josifova	Applicant
Pablo L. Montalvo	No Decision marked
Eduardo Santos	Approval
Doretha Davis	Approval
Virgileve Austin	Approval
Joanne Kelding	Approval
Hutson	Denial
Tanya M. Eldridge	Approval
Chery Czerniak	Approval
David C. Thomas	Approval
Barbara Brewster	Approval
Iris BoNilla	Approval
Karla Salgado	Denial
Diane Freeman	Denial
Obria Kent	Approval
Luz A. Adorrio	Denial
MaKeisha McGhee	Denial
Kimberly Mosley	Denial
Donna S. Louis	Denial
Cynthia Bautista	Approval
LaKesha R. Washington	Approval
Alcona McKinney	Approval
Maria Argueta	Approval
Nicole Jackson	Approval
Willie Cobb	Approval

Order #60 Agenda #73

In the Matter of L C Board of Commissioners – Lake County Council Ordinances and Resolutions.

Scheub made a motion, seconded by Allen, to approve the Ordinances and Resolutions submitted and approved by the Lake County Council. Motion passed 2-1, DuPey abstain.

L C Council – Ordinance No. 1328B, Ordinance Authorizing Tax Levies for Lake County for 2011
 L C Council – Ordinance No. 1328C, Ordinance for Appropriations and Tax Rates
 L C Council – Ordinance No. 1328D, Lake County 2011 Salary Ordinance
 L C Council – Ordinance No. 1328E, Lake County Longevity Ordinance for 2011
 L C Council – Ordinance No. 1328F, Lake County Sheriff Uniform Clothing Allowance Ordinance for 2011
 L C Council – Ordinance No. 1328G, Per Diem Expense Ordinance for 2011
 L C Council – Ordinance No. 1285B-14, An Ordinance Amending Ordinance 1285-B Lake County Human Resources Manual
 L C Council – Resolution No. 10-84, 10-85, 10-86, 10-87, 10-88, 10-89, 10-90, 10-91, 10-94, 10-95, 10-96
 (cont'd)

Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1328B

**ORDINANCE AUTHORIZING TAX LEVIES
FOR LAKE COUNTY FOR 2011**

WHEREAS, pursuant to Indiana State Law and existing guidelines, tax levies not rates are to be frozen; and,

WHEREAS, only estimated valuations are available at this time, which will cause fluctuations in the tax rates.

NOW, THEREFORE, BE IT ORDAINED by the Lake County Council, State of Indiana as follows:

SECTION I. That it is the intent of the Lake County Council to approve tax levies for the purpose of supporting 2010 Budgets as stated on the Form 4B.

SECTION II. That as soon as the assessed valuations have been determined tax rates shall adjust to support the levies approved this day.

DATED THIS 14TH day of OCTOBER 2010.



Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Beau Kelly
Larry Schuch
APPROVED THIS 14 DAY OF October 2010

Order #60 Agenda #73 (cont'd)

Prescribed by State Board of Accounts

ORDINANCE NO. 1328C

ORDINANCE FOR APPROPRIATIONS AND TAX RATES

Budget Form 4 (Rev. 1990)

Be It Ordained by the County, City or Town of LAKE COUNTY, Indiana: That for the expenses of the County, City or Town government and its institutions for the year ending December 31, 2011, the sums of money shown on Budget Form 4-A are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein specified, subject to the laws governing the same. Such sums herein appropriated shall be held to include all expenditures authorized to be made during the year, unless otherwise expressly stipulated and provided for by law. In addition for the purpose of raising revenue to meet the necessary expense of county, city or town government, tax rates are shown on Budget Form 4-B and included herein. Two (2) copies of Budget forms 4-A and 4-B for all funds and departments are made a part of the budget report and submitted herewith.

COUNTY COUNCIL

Presented to the County Council of LAKE COUNTY, Indiana, and read in full for the September 2010.

THOMAS W. BOGGS, President County Council

Attest: BOB WILSON, County Auditor and/or Clerk of County Council

Presented to the County Council of LAKE COUNTY, Indiana, and read in full for the second time, and adopted, this October 14th, 2010, by the following vote:

Yea THOMAS W. BOGGS

Yea BOB WILSON

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

Yea JAMES W. HARRIS

APPROVED BY:

COMMON COUNCIL

This ordinance shall be in full force and effect from and after its passage and approval by the Common Council and Mayor.

Adopted by the following vote on _____

Yes _____ No _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

TOWN COUNCIL

This ordinance shall be in full force and effect from and after its passage and approval by the Town Council.

Adopted with the following vote on _____

Yes _____ No _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

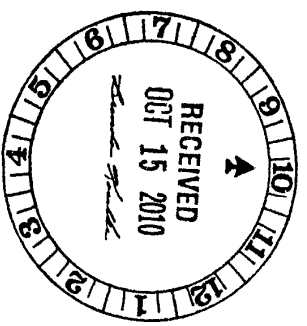
Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____

Council Member _____ Council Member _____



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Approved by the Mayor
Attest:
City Clerk or Clerk-Treasurer

APPROVED THIS 14 DAY OF October 2010

Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1328D

LAKE COUNTY 2011 SALARY ORDINANCE

BE IT ORDAINED by the Lake County Council of Lake County, Indiana, that the attached Form No. 144, computer printout, salaries and wages for officers and employees for the year 2011 showing the amounts that were required and amounts recommended by the Lake County Council have been approved: (H.I.)

SO ORDAINED THIS 14th day of OCTOBER, 2010.

Thomas O'Donnell

THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

F.F. Bilski
FED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Boomer Coof
Larry Schenk
APPROVED THIS 15th DAY OF October, 2010



Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1328E
LAKE COUNTY
LONGEVITY ORDINANCE FOR 2011

WHEREAS, the Lake County Council has determined that it is in the best interest of the employees of Lake County that a scheduled longevity pay be established.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the schedule of longevity pay listed below be adopted for all elected officials, all full-time county employees and all part-time county employees working at least 20 hours per week.


The total amount of longevity pay shall be paid in the fourth quarter of the year and shall be calculated as follows:

1. For full-time employment add the aggregate number of years completed as of December 31, 2010.
2. For part-time employees add the consecutive years completed as of December 31, 2010. Prior years shall not count unless they are consecutive as of December 31, 2010.
3. For former part-time employees who are hired as full-time employees, the years completed as prior part-time employees shall not count towards calculating longevity pay. This includes part-time employment which is consecutive with full-time employment.

<u>Years Completed</u>	<u>Amount</u>
5 Years	\$ 220.00
10 Years	320.00
15 Years	440.00
20 Years	620.00
25 Years	920.00
30 Years and over	1220.00

(Lake County Code Sec. 32.027 LONGEVITY)

DULY ADOPTED THIS 14th DAY OF OCTOBER, 2010.



Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie [Signature]
[Signature]
APPROVED THIS 14th DAY OF October, 2010

Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1328F

**LAKE COUNTY SHERIFF UNIFORM
CLOTHING ALLOWANCE ORDINANCE FOR 2011**

WHEREAS, the Lake County Council desires that all full-time Deputy Sheriffs, correctional officers, work release custody officers and court security officers be given a yearly allowance to purchase uniforms to wear while on duty.

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

- SECTION I. Full-time deputy sheriffs shall receive an annual uniform clothing allowance of \$1300.00, the Lake County Sheriff shall not receive a clothing allowance;
- SECTION II. Full-time correctional officers shall receive an annual uniform clothing allowance of \$700.00;
- SECTION III. Full-Time work release custody officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION IV. Full-time court security officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION V. That such clothing allowance shall be paid on or before the 1st day of December, of each calendar year, beginning on or before the 1st day of December, 2010, for the calendar year of 2011.
- SECTION VI. This Ordinance shall be in full force and effect from and after the date of its passage according to law.

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,

State of Indiana, this 14th day of OCTOBER, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

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

[Signature]
[Signature]
APPROVED THIS 14th DAY OF OCTOBER, 2010



Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1328G

PER DIEM EXPENSE ORDINANCE FOR 2011

WHEREAS, the Lake County Council desires to establish a per diem expense schedule for County officials, department heads, and Lake County Agencies and their employees who travel on County business.

NOW, THEREFORE, let it be ordained by the Lake County Council that the schedule for per diem expenses for County officials, department heads and Lake County Agencies and their employees who travel on County business shall be as follows:

- | | | |
|----|-----------|---------|
| 1. | Breakfast | \$10.00 |
| 2. | Lunch | \$15.00 |
| 3. | Dinner | \$25.00 |



SO ORDAINED THIS 14th day of OCTOBER, 2010.

Thomas O'Donnell
 THOMAS O'DONNELL, President

Christine CID
 CHRISTINE CID

Larry Blanchard
 LARRY BLANCHARD

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

Boonville City
Superintendent

APPROVED THIS 21 DAY OF October 2010

Order #60 Agenda #73 (cont'd)

ORDINANCE NO. 1285B-14

AN ORDINANCE AMENDING ORDINANCE 1285-B
LAKE COUNTY HUMAN RESOURCES MANUAL

WHEREAS, on March 13, 2007, the Lake County Council adopted the Lake County Human Resources Manual, Ordinance No. 1285-B (Lake County Code Sec. 32); and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1285-B to include early retirement plan options.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

Section 4., Employee Benefits of the Lake County Human Resource Manual adopted as Ordinance No. 1285-B is hereby amended, to-wit:

Early Retirement Plan Options.

A. Notwithstanding the above section (Health Insurance Upon Retirement) eligible employees who retire on or before December 31, 2010, may select one of the following options to continue health insurance benefits:

DELETE:

Option 3: Active full-time employees age 65 and over and Medicare eligible with a minimum of five years of continuous service may retire under this option and shall receive a \$5,000.00 payment. This option would not impact the employees eligibility or ineligibility for additional benefits they may be entitled to.

INSERT:

Option 3: Active full-time employees age 65 and over and Medicare eligible with a minimum of five years of continuous service may retire under this option and shall receive a \$10,000.00 payment. This option would not impact the employees eligibility or ineligibility for additional benefits they may be entitled to.

SO ORDAINED THIS 22nd DAY OF SEPTEMBER, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

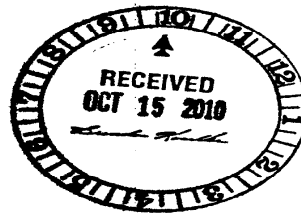
Absent
CHRISTINE CID
Larry Blanchard
LARRY BLANCHARD
Ted F. Bilski
TED F. BILSKI

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

Robert C. ...
...
APPROVED THIS 15th DAY OF OCTOBER, 2010



Order #60 Agenda #73 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 10-84

Boonville, Ind
Ernie Schererville
APPROVED THIS 12th DAY OF October 20 10

**RESOLUTION HONORING THE CROWN
POINT CAL RIPKEN 9 YEAR OLD ALL STAR TEAM**

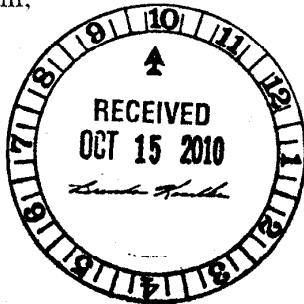
WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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

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

WHEREAS, the Crown Point Cal Ripken 9 Year Old Star Team won their second consecutive Northern Indiana State Championship on July 18, 2010 in Schererville, Indiana, beating Logansport 7-4, and outscoring their opponenis with 66 runs to 26.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 9 Year Old All Star Team, the Northern Indiana State Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 9 Year Old All Star Team.



DATED THIS 12th day of October, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID
Larry Blanchard
LARRY BLANCHARD
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

Order #60 Agenda #73 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 10-85

Boomer O'Neil
Larry Schaub
APPROVED THIS 20 DAY OF ~~October~~ 2010

**RESOLUTION HONORING THE CROWN
POINT CAL RIPKEN 11 YEAR OLD ALL STAR TEAM**

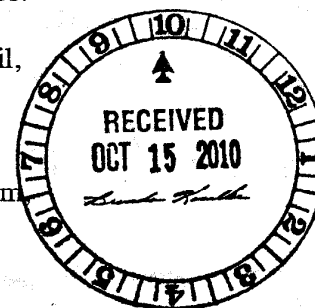
WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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

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

WHEREAS, the Crown Point Cal Ripken 11 Year Old Star Team won the Northern Indiana State Championship on July 19, 2010 in South Bend, Indiana, beating Logansport by a score of 13-2, and won the Ohio Valley Regional Championship on August 2, 2010 in Logansport, Indiana, beating Lexington by a score of 8-4, making Crown Point one of eight Regional Champions in the United States.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 11 Year Old All Star Team, the Northern Indiana State Champions and Ohio Valley Regional Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 11 Year Old All Star Team.



DATED THIS 12th day of October, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

Fed F. Bilski
FED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #60 Agenda #73 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 10-86

Boomer Coe

Larry Blanchard
APPROVED THIS 12 DAY OF October 2010

**RESOLUTION HONORING THE CROWN
POINT CAL RIPKEN 12 YEAR OLD ALL STAR TEAM**

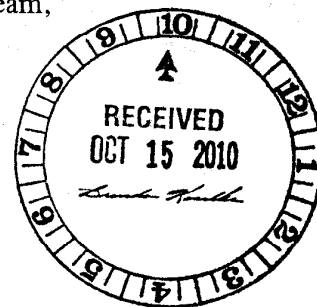
WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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

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

WHEREAS, the Crown Point Cal Ripken 12 Year Old Star Team won the Northern Indiana State Championship on July 10, 2010 in Hammond, Indiana, beating South Bend East by a score of 1-0, and went on to place third in the Ohio Valley Tournament.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 12 Year Old All Star Team, the Northern Indiana State Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 12 Year Old All Star Team.



DATED THIS 12th day of October, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-87

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (EXEMPT DEBT SERVICE FUND/322)

- WHEREAS,** I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS,** I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS,** I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS,** on November 25, 2008, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2009; to-wit:
 \$5,500,000.00 from the Health Insurance Reserve #26514 to the County Bond Fund #320/County Bond Redemption Fund #322 now known as Exempt Debt Service Fund #322.
- WHEREAS,** on November 10, 2009, by Resolution No. 09-96 the Lake County Council pursuant to I.C. 36-1-8-4(a) extended the repayment date of the temporary loans and transfer approved on November 25, 2008 by Resolution No. 08-154 be extended to June 30, 2010; and
- WHEREAS,** on June 8, 2010, by Resolution No. 10-65 the Lake County Council pursuant to I.C. 36-1-8-4(a) extended the repayment date of the temporary loans and transfer to December 31, 2010; and
- WHEREAS,** the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and insufficient tax revenues exist to repay the above temporary transfers on or before December 31, 2010.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loans and transfer approved on June 8, 2010 by Resolution No. 10-65 be extended to June 30, 2011, pursuant to I.C. 36-1-8-4(a) as follows:

\$5,500,000.00 from the Health Insurance Reserve #26514 to the County Bond Fund #320/County Bond Redemption Fund #322, now known as Exempt Debt Service Fund #322.

SO RESOLVED THIS 12TH DAY OF OCTOBER, 2010.

Christine CID
 CHRISTINE CID
Larry Blanchard
 LARRY BLANCHARD
Fed F. Bilski
 FED F. BILSKI

Thomas O'Donnell
 THOMAS O'DONNELL, President

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

Barbara Schuch
 APPROVED THIS 22 DAY OF October 2010

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-88

**RESOLUTION IN SUPPORT OF
OCTOBER AS BREAST CANCER AWARENESS MONTH**

WHEREAS, breast cancer affects millions of women and men and their families; and

WHEREAS, public awareness and education enhance a community's understanding of the issues affecting those with breast cancer; and

WHEREAS, the Lake County Council supports October as Breast Cancer Awareness Month in an effort to increase public awareness and education of breast cancer.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council supports October as Breast Cancer Awareness Month in Lake County, Indiana.

SO RESOLVED THIS 12th day of October, 2010.



Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID
Larry Blanchard
LARRY BLANCHARD
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie Coy
Dorothy Schaefer
APPROVED THIS 17th DAY OF OCTOBER 2010

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-89

**RESOLUTION PROCLAIMING
OCTOBER AS HISPANIC HERITAGE MONTH**

WHEREAS, in 1968, under Public Law 90-498, U.S. Congress approved a week long celebration of the Hispanic influence on politics, economy and society and 20 years later, President Reagan extended the week long celebration to a month; and

WHEREAS, Hispanic Heritage Month is an opportunity to celebrate the many achievements and to recognize the contributions and traditions of Hispanics/Latino Americans; and

WHEREAS, the Lake County Council desires to proclaim October as Hispanic Heritage Month.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council declares October as Hispanic Heritage Month in Lake County.

SO RESOLVED THIS 12th day of October, 2010.



Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Barbara...
Larry Schenk
APPROVED THIS 27 DAY OF October, 2010

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-90

**RESOLUTION APPROVING PAYMENT BY LAKE COUNTY
OF 1.5% OF THE LAKE COUNTY EMPLOYEES
CONTRIBUTION TO THE PUBLIC EMPLOYEES RETIREMENT FUND**

WHEREAS, I.C. 5-10.2-2-6 provides that a Public Employees Retirement account (PERF) consisting of a retirement fund, exclusive of the annuity savings account, for Lake County employees shall be maintained for contributions made by the State, individuals, and each political subdivision in the State; and

WHEREAS, pursuant to I.C. 5-10.2-2-11 Lake County has the authority to fund the employees' contribution to their PERF account in any calendar year; and

WHEREAS, the Lake County Council desires that Lake County fund 1.5% of the Lake County employees' contribution to their PERF account in 2011; and

WHEREAS, the funding of the employees' contribution to PERF will increase net take home pay for each employee, as compared to a 1.5% salary increase which is taxable.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Lake County Council shall appropriate sufficient monies to fund the Public Employees Retirement Fund account for each Lake County employee as follows:

One and a Half (1.5%) percent beginning January 1, 2011.
2. The funding of each employees PERF contribution must be applied consistently to all PERF contributing employees.
3. Notwithstanding the above, the County funding of PERF contributions is contingent upon the availability of an operating balance in the Lake County General Fund to cover each one (1) percent payment by the County as it becomes due.
4. This Resolution rescinds and repeals all prior resolutions regarding the "Pick up" by Lake County of Lake County employees contribution to the Public Employees Retirement Fund.

SO RESOLVED THIS 12th DAY OF OCTOBER, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

CHRISTINE CID
Larry Blanchard
LARRY BLANCHARD
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

Boomer Lilly
James Schuch
APPROVED THIS 12th DAY OF OCTOBER, 2010



Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-91

RESOLUTION OPPOSING ANY NIPSCO ELECTRIC RATE INCREASE AND SUPPORTING HAMMOND MAYOR THOMAS MC DERMOTT'S EFFORTS IN OPPOSING THE NIPSCO RATE INCREASE

- WHEREAS, the ratepayers of Northern Indiana have long suffered from paying some of the highest electric rates in Indiana; and
WHEREAS, when NIPSCO last requested a 20% rate hike in 2002, the members of the Indiana Utility Regulatory Commission (IURC) at that time denied such request and instead ordered a 5.5% rate credit which remains on customers bills today; and
WHEREAS, Northern Indiana Public Service Company (NIPSCO) was just awarded on August 25, 2010, at 17% residential electric rate hike by the current members of the IURC even though the State's Office of Utility Consumer Counselor submitted testimony that no increase was warranted; and
WHEREAS, the City of Hammond, at the direction and request of Mayor Thomas McDermott, was an intervenor in the regulatory proceedings and submitted evidence to the IURC indicating that NIPSCO'S ranking nationally for customer satisfaction had dropped in 2009 to last place in the nation out of 121 utilities ranked by J.D. Power & Associates; and
WHEREAS, despite the Company's already high electric rates and low customer satisfaction levels, the IURC awarded NIPSCO a 17% increase for average residential customers; and
WHEREAS, that several grounds exist in the IURC'S August 25, 2010 Order that provide a proper and appropriate basis for appeal; and
WHEREAS, NIPSCO has already indicated that it intends to apply for yet another electric rate increase this year beyond the 17% rate hike already awarded it which would put further strain on residential, commercial and industrial ratepayers in Lake County; and
WHEREAS, many Lake County residents and businesses will be facing economic strife with rising health care costs, job losses and the effects of many company bankruptcies.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council opposes NIPSCO'S plan for any electric rate increase in Lake County and supports Hammond Mayor THOMAS MC DERMOTT in his efforts in appealing the determination of the IURC to the Appellate Court of the State of Indiana.

SO RESOLVED THIS 12th DAY OF OCTOBER, 2010.

Signatures of Christine CID, THOMAS O'DONNELL, President, ERNIE DILLON, ELSIE FRANKLIN, and JEROME A. PRINCE. Includes a circular 'RECEIVED OCT 15 2010' stamp.

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Signature of Board of Commissioners and date: APPROVED THIS 22 DAY OF October 20 10

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-94

RESOLUTION FOR THE DISTRIBUTION OF FUNDS FOR MENTAL HEALTH FOR LAKE COUNTY FOR 2011

WHEREAS, the Gary Comprehensive Community Mental Health Center, Inc. and the Regional Mental Health Center hereinafter referred to as "Centers" are designated as community mental health centers by the Department of Mental Health, the State of Indiana; and

WHEREAS, the Centers have received capital and operating funds from the governments of the United States of America, State of Indiana, and the County of Lake, which are used to accomplish the purposes for which the centers were created; and,

WHEREAS, I.C. 12-29-2-1, et. seq., provide for the funding of the operating of the centers; and

WHEREAS, Lake County desires to continue to provide operating and capital funds to the centers per I.C. 12-29-2-2(a)(2).

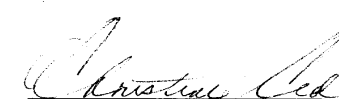
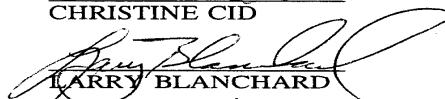

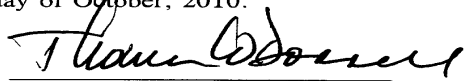


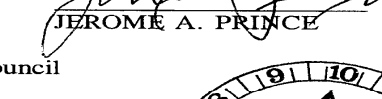
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That pursuant to I.C. 12-29-2-2(b)(2), for the year 2010 and each year thereafter, an amount of funding for the operation of community health centers shall be calculated as follows:

- (A) The amount that was levied in the County to comply with this section from property taxes first due and payable in the calendar year immediately preceding the ensuing calendar year (2010); multiplied by the County's assessed value growth quotient for the ensuing calendar year, as determined under I.C. 6-1.1-18.5-2;
- (B) To be appropriated to the County's centers respective service areas, and that the levy shall be apportioned among the centers, according to the population served by each respective center to the total population of the County as follows:

Gary 22.80%	Regional Mental Health Center 77.20%
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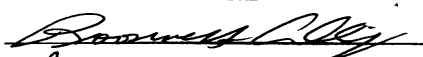
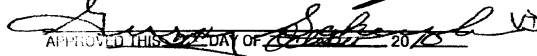
DATED this 14th day of October, 2010.

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

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



 APPROVED THIS 12th DAY OF October, 2010

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-95

**RESOLUTION TO REDUCE
CERTAIN FUNDS TO BALANCE THE 2011 BUDGET**

WHEREAS, pursuant to I.C. 36-2-5-11, the Lake County Council annually adopts the Budget Ordinance and Salary Ordinance for Lake County, Indiana for the following year; and

WHEREAS, in order to adopt a balanced budget for Lake County, Indiana, 2011, the Lake County Council desires the following reductions in the respective budgets:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$ 7,983.848.00
Hermits Lake Fund	Fund No. 356	\$ 100,000.00
Health Fund	Fund No. 105	\$ 101,143.00
Major Moves Fund	Fund No. 550	\$ 560,382.00
Misdemeanant Fund	Fund No. 152	\$ 70,000.00
Parks & Recreation Fund	Fund No. 107	\$ 453,546.00
Reassessment Fund	Fund No. 237	\$ 140,000.00

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council in order to balance the County Budget for Lake County for 2011 makes the following Line Two reductions:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$ 7,983.848.00
Hermits Lake Fund	Fund No. 356	\$ 100,000.00
Health Fund	Fund No. 105	\$ 101,143.00
Major Moves Fund	Fund No. 550	\$ 560,382.00
Misdemeanant Fund	Fund No. 152	\$ 70,000.00
Parks & Recreation Fund	Fund No. 107	\$ 453,546.00
Reassessment Fund	Fund No. 237	\$ 140,000.00

DATED THIS 14th day of October, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

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

Approved
Larry Blanchard
APPROVED THIS 15th DAY OF October 20 10

Order #60 Agenda #73 (cont'd)

RESOLUTION NO. 10-96

RESOLUTION TO ESTABLISH THE RESERVE CARRYOVER PAYROLL EXPENSE LINE IN THE LAKE COUNTY AUDITOR'S 2011 BUDGET

WHEREAS, pursuant to I.C. 36-2-5-1, *et. seq.*, the Lake County Council has adopted the Lake County Budget for 2011; and

WHEREAS, the Lake County Council has eliminated from the 2011 Budget full-time positions which were included in the Lake County 2010 Budget; and

WHEREAS, notwithstanding the elimination of the full-time positions certain carryover expenses (longevity, vacation pay, etc.) will accrue in 2011 for the eliminated positions; and

WHEREAS, the Lake County Council desires that the carryover payroll expenses be paid by the Lake County Auditor as needed throughout 2011, without appropriation by the Lake County Council; and

WHEREAS, the carryover payroll expenses in 2011 may total \$ 400,000.00.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Reserve Carryover Payroll Expense Line (Line) is created in the Lake County Auditor's 2011 Budget for the payment of carryover payroll expenses (Expenses) (longevity, vacation pay, etc.) which accrue in 2011 for the 2010 full-time positions which were eliminated in the Lake County 2011 Budget.
2. That the Lake County Auditor shall pay the carryover payroll expenses as they come due from the Reserve Carryover Payroll Expense Line without appropriation or approval by the Lake County Council.
3. That the Lake County Council hereby places in the Lake County Auditor's 2011 Budget, Reserve Carryover Payroll Expense Line, the sum of \$ 400,000.00.

4. That after payment of the expenses any remaining funds in the Line shall be returned to the General Fund.

SO RESOLVED THIS 14TH DAY OF OCTOBER, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

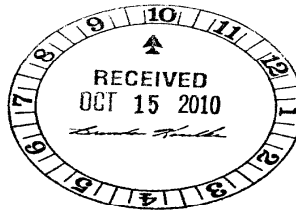
Ted F. Bilski
TED F. BILSKI

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

James Schuch
APPROVED THIS 20th DAY OF October 20, 2010

Order #61 Agenda #75

In the Matter of Staff Reports

Comes now, Commissioners' Attorney, with a staff report asking the Board of Commissioners to go on record supporting Jim Bennett in regards to 9-1-1 Pilot Program.

Scheub made a motion, seconded by Allen, to amend the original motion in Item #37B & Items #37C that the 9-1-1 Pilot Program Consolidation effort enacted by the Board of Commissioners of the County of Lake on this 20th day of October, 2010 involving Sheriff's Police, Munster, Hobart, Lowell & New Chicago will be under the direct supervision of James Bennett. Motion carried.

Order #62 Agenda #77

In the Matter of Commentary – Members of the Board of Commissioners

Commissioner Scheub, The frozen tax levy that was put on us because we would not pass a County Option Tax and that is illegal in the State of Indiana and I still think we should file a lawsuit against the State because they are penalizing Lake County because we won't pass an "option" not a mandatory an "option" tax, we gain nothing by the option tax as far as running the Government, it just takes money out of one pocket and puts it in the other pocket and we actually lose money, so I think that we should file a lawsuit against the State, against their legality to freeze our levels because we wouldn't pass a "option" tax which was our own option, and I think we would win this in Court. *Commissioner DuPey*, I will vote with you, I will make the seconded on that motion, but I still think The Times have been told enough times that the levy is frozen and in the income tax won't help and if they refuse to print it correctly then maybe we should sue them also. *Attorney Dull*, I have already gotten the Legal analysis being researched. *Commissioner Allen*, Talking about the frozen levy I think that's illegal, unlawful and unconstitutional, but I also believe the tax caps are unconstitutional because they're not equitable across the board, the tax cap treats business and industry unfairly in relations to the residents, if you're going to have a tax cap the tax cap should be 3% across the board, 2% across the board, but to tax residential property at one level and then come and tax my company commercial business at a different cap that's not constitutional under the constitution and I think once this referendum passes I think that's going to be the first challenge to the tax cap that it's unconstitutional. After further discussion, *Councilman Bilski* spoke, The 1% is a great benefit to our homeowners, but when you look at the 3% given to industry on top of House Bill 1858 the advantages they have under House Bill 1902 they received, US Steel, 80% tax reduction and then they mandate an income tax be put on working people because business and industry does not pay an income tax, working people all the people in this room we pay the income tax. *Scheub*, the Option Tax doesn't effect them! *Bilski*, It does not effect them but yet its used for property tax relief and they're not paying their fair share and I don't think there's an argument in this room that can be made that yes they were over taxed at one time but now the tables have turned it's the other way around and it's completely unfair it also gets down to a quality of life issue with big industry and what it does to our quality of life and our communities and they need to pay they're fair share in order to stay there.

Order #63 Agenda #76

In the Matter of Commentary – Elected Officials Present

Councilman Bilski, On the 9-1-1 Center, In Cedar Lake, I don't represent them, but I represent all the County as a Councilman, but I do know one of the concerns they (Cedar Lake) had, sometimes we try to simplify the duties and responsibilities of a dispatcher in these smaller Police Departments they multi-task they (the dispatcher) might be in charge of searching (if it's a female) assisting the Officer if needed, they do clerical work, filing, and I think that's an economic point that Cedar Lake might be trying to make but they're (the dispatcher) kind of a turn key if someone is in a holding cell someone's there that watching them. So, they do more than just sit there and wait for the phone to ring to dispatch a Police Office so they have other duties that they perform. Its not about maintaining jobs it's about getting the work done that they do outside of the dispatching and that was one of the concerns.

Councilman Bilski, One of the concerns on Item #10 in regards to Offer from Long Elevator, I just hope you review that and you've looked at that Contract remembering that we have a lot of that work still under warranty from the Amersco Project that was Energy Savings that we re-did those Elevators down there and I would just ask that we keep a close eye on what they're doing for this Agreement and I would be more incline that if we worked together writing up we want as a maintenance agreement not on what a contractor provides to us as a maintenance agreement. Discussion.

There being no further business before the Board at this time, DuPey adjourned the meeting.

The next Board of Commissioners Meeting will be held on Wednesday, November 17, 2010 at 10:00 A.M.

The following officials were Present:

Attorney John Dull
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

FRANCES DUPEY, PRESIDENT

ROOSEVELT ALLEN JR., COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

