

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 19<sup>th</sup> day of September, 2011 at about 10:00 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19<sup>th</sup> day of September, 2011 at about 10:00 a.m.

Order #1 Agenda #5A

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

Scheub made a motion, seconded by DuPey, to approve the opening of the Bids/Proposals. Motion carried.

Order #2 Agenda #5B, D-E

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting; Approval of Final Agenda for a matter of public record; Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record.

Scheub made a motion, seconded by DuPey, to approve the Additions – Item #49A – A Resolution from the Gary Common Council requesting authority from the Indiana General Assembly to impose a 1% nonresident local income tax to be made a matter of public record; Item #54 – Vendor Qualifications – Ann Schiling and Telmate, LLC; Deletions – Number 26; Corrections – Number 15 – Supplemental Agreement No. 2 Should Read Supplemental Agreement No. 1, and ordered same to approve the final agenda and certificate of meeting notice to those who have made such written request a matter of public record. Motion carried.

-Board President suspend rule, move forward to Item #31, then Items #30 & #29, upon no objections.

Order #3 Agenda #31

In the Matter of L C Public Defender, Conflicts Division – Public Defender Contract with Phillip T. King for Conflicts Attorney Services for the period of September 21, 2011 to December 31, 2011 in an amount not to exceed \$8,000.00 payable at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Public Defender Contract with Phillip T. King on behalf of the Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the period of September 21, 2011 to December 31, 2011 in an amount not to exceed \$8,000.00 payable at the rate of \$60.00 per hour. Motion carried.

Order #4 Agenda #30

In the Matter of L C Surveyor – Agreement with The Sidwell Company for GIS Services in the amount of \$94,182.05, Auditor in the amount of \$36,794.00, Parks and Recreation in the amount of \$3,995.00, Health Department in the amount of \$33,354.90 and website hosting fees in the amount of \$6900.00 for a total not to exceed \$175,225.95.

DuPey made a motion, seconded by Scheub, to approve the Agreement with The Sidwell Company on behalf of L C Surveyor for GIS Services in the amount of \$94,182.05, Auditor in the amount of \$36,794.00, Parks and Recreation in the amount of \$3,995.00, Health Department in the amount of \$33,354.90 and website hosting fees in the amount of \$6900.00 for a total not to exceed \$175,225.95. L C Surveyor, George Van Til present and Joyce West, The Sidwell Company, John Almasy, The Auditor's Office, and Greg White, GIS Coordinator, and Melody Kikkert, St. John Township Assessor's Office, and of The Health Department, Nick Doffin. Motion carried.

Order #5 Agenda #29

In the Matter of L C Surveyor – Maintenance Agreement with Clifford-Wald & Co. for maintenance of the Hewlett Packard Z6100PS Plotter for the period of October 24, 2011 to October 23, 2012 in the amount of \$1,740.00 payable quarterly at the rate of \$435.00 per quarter.

DuPey made a motion, seconded by Scheub, to approve the Maintenance Agreement with Clifford-Wald & Co. on behalf of the L C Surveyor for maintenance of the Hewlett Packard Z6100PS Plotter for the period of October 24, 2011 to October 23, 2012 in the amount of \$1,740.00 payable quarterly at the rate of \$435.00 per quarter. Motion carried.

Order #6 Consent Agenda

In the Matter of Consent Agenda – Items #7, 22 A-I, 28, 38A, 38B, 38C, 38D, 54, 55A, and 55B, and adding Item #49A.

Scheub made a motion, seconded by DuPey, to approve the items of the Consent Agenda for a matter of public record (Items #7, 22A-I, 28, 38A, 38B, 38C, 38D, 49A, 54, 55A & 55B). Motion carried.

Order #6 Consent Agenda #7

In the Matter of Public Record of Sign-In Sheet from the Bidders Conference held on September 2, 2011 concerning the specification for seal coating and painting of the parking lots at the Lake County Government Center in Crown Point.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Sign-In Sheet from the Bidders Conference held on September 2, 2011 concerning the specification for seal coating and painting of the parking lots at the Lake County Government Center in Crown Point. Motion carried.

Rock Solid Paving

Site Services, Inc.

## Order #6 Consent Agenda #22 A-I

In the Matter of Public Record of Certificates of Liability Insurance under the Lake County Highway Department.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Certificates of Liability Insurance filed under the L C Highway Department (A. Century Link, Inc.; B. CET Company, Inc.; C. LGS Plumbing; D. V&H Excavating Co., Inc.; E. The Pangere Corporation; F. Lykowski Construction, Inc.; G. LaPorte Construction Co., Inc.; H. NITCO Holding Corporation; I. Nettleton Specialized Carriers, Inc.). Motion carried.

## Order #6 Consent Agenda #28

In the Matter of Public Record of L C Sheriff documentation of Gasoline bids for the period of July 15, 2011 to August 19, 2011.

Scheub made a motion, seconded by DuPey, to make the gasoline bid documentation for the period of July 15, 2011 to August 19, 2011 a matter of public record for the L C Sheriff's department. Motion carried.

## Order #6 Consent Agenda #38A

In the Matter of Certificates of Liability Insurance

Scheub made a motion, seconded by DuPey, to make a matter of public record the Certificates of Liability Insurance (Goodwin Fire Equipment, Inc.; ISC Services; Area Plumbing and Sewer Co, Inc.; McAllister General Contractors, Inc.; Moench Construction, Inc.; Lafayette Materials Management Co., Inc./LAMMCO). Motion carried.

## Order #6 Consent Agenda #38B

In the Matter of Reinstatement Notices

Scheub made a motion, seconded by DuPey, to make a matter of public record the Reinstatement Notices (Aguilar Masonry; PGL Signs & Service, Inc.). Motion carried.

## Order #6 Consent Agenda #38C

In the Matter of Continuation Certificates

Scheub made a motion, seconded by DuPey, to make a matter of public record the Continuation Certificates (Dahlman Sheet Metal Co, Inc.; Gilmol Enterprises; K & W Fueling Systems, Inc.; Dynamic Electric, Inc.)(Verification Notice Cutting Edge Excavating, Inc.). Motion carried.

## Order #6 Consent Agenda #38D

In the Matter of Cancellation Memos

Scheub made a motion, seconded by DuPey, to make a matter of public record the Cancellation Memos (Rietveld Enterprises dba Oak Ridge MA ENANCE; Dave Huge Builders, Inc.; David A Chenoweth Roofing; Holland Asphalt Services, Inc. & Pop T. King; DAJE Construction, Inc.; AllSource Communications; A Break Construction, Inc.; Cross Communications, LLC; PGL Signs & Service, Inc.; Cutting Edge Excavating, Inc.; A.C. Drywall Services; Amazing Grass; A Break Construction, Inc. Fox Contractors Corp.). Motion carried.

## Order #6 Consent Agenda #49A

In the Matter of Public Record of A Resolution from the Gary Common Council requesting authority from the Indiana General Assembly to impose a 1% nonresident local income tax.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Resolution from the Gary Common Council requesting Authority from the Indiana General Assembly to impose a 1% nonresident local income tax. Motion carried.

## Order #6 Consent Agenda #54

In the Matter of Vendor Qualification Affidavits

Scheub made a motion, seconded by DuPey, to make a matter of public record the following Vendor Qualification Affidavits. Motion carried.

MKG ACE HARDWARE, INC.  
SCANLON EXCAVATING & CONCRETE  
AMERICAN REPROGRAPHICS COMPANY (ARC)  
SONSEEKER POOL MASONRY, LLC  
PERMA-CHINK SYSTEMS, INC.  
RED RIVER SPECIALITIES, INC.  
STANDARD & ASSOCIATES, INC.  
UNITED IMAGING SUPPLY  
WILLIAM WALLACE FORGEY, M.D.  
SCHMIDT ASSOCIATES, INC.  
MERSINO DEWATERING, INC.  
ANN SCHILLING  
TELEMATE, LLC

## Order #6 Consent Agenda #55A

In the Matter of Treasurer's Departmental Report for the month of July, 2011.

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 July 2011. 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.

## Order #6 Consent Agenda #55A (cont'd)

Scheub made a motion, seconded by DuPey, to accept the above Treasurer's Report of July 2011 as submitted. Motion carried.

## Order #6 Consent Agenda #55B

In the Matter of Veteran's Service Departmental Report for the month of August, 2011.

Comes now, Raymond Guiden, Lake County Veteran's Service Officer, and files with the Board his report of monthly totals of service in his office for the Month of August 2011. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by DuPey, to accept the above Veteran's Service Officer's Report of August 2011 as submitted. Motion carried.

## Order #7 Agenda #6

In the Matter of L C Building Manager Department – PROPOSALS: New Carpeting in the Commissioners Courtroom.

This being the day, time and place for the receiving of proposals for New Carpeting in the Commissioners Courtroom for the L C Building Manager Department under Delvert Cole, the following proposals were received:

Lake Shore	\$6,536.00				
Master Tile Carpet One	Option #1 \$6,848.64	Option #2 \$8,025.64	Option #3 \$9,202.64	Adt'l \$2,600.49	
Five Star Flooring	\$9,700.00				

Scheub made a motion, seconded by DuPey, to accept the recommendation of Delvert Cole, Commissioner's Administrative Assistant, to approve Lake Shore Floor Covering Corp. with \$6,536.00, being the lowest and most responsive bid, for New Carpeting in the Commissioners Courtroom. Motion carried.

## Order #8 Agenda #8

In the Matter of L C Building Manager Department – Ratify Modifications to the Specification for Seal Coating and Painting of the parking lots at the Lake County Government Center in Crown Point.

Scheub made a motion, seconded by DuPey, to ratify the approval of the modifications to the specification for Seal Coating and Painting of the parking lots at the Lake County Government Center in Crown Point. Motion to ratify carried.

## Order #9 Agenda #9

In the Matter of L C Building Manager Department – BIDS: Seal Coating and Painting of the Parking Lots at the Lake County Government Center in Crown Point.

This being the day, time and place for the receiving of bids for Seal Coating and Painting of the parking lots at the Lake County Government Center in Crown Point, the following bids were received:

ARROW SEALCOATING & STRIPING, LLC                      NO SIGNATURE WHERE REQUIRED

DuPey made a motion, seconded by Scheub, to reject the bid submitted from Arrow Sealcoating & Striping, LLC, bid missing signature where required. Motion to reject carried.

BIDDER	CAT 1	CAT 2	CAT 3	JOB AS A WHOLE
SITE SERVICES	\$48,020	\$99,302	\$42,584	\$178,500
ROCK SOLID PAVING & EXCAVATING, Inc.	\$18,900	\$51,500	\$18,200	\$84,400

Scheub made a motion to accept the low bid of Rock Solid Paving & Excavating, Inc. Motion dies for lack of a seconded, then withdrawn.

Scheub made a motion to allow approval of the contract award to Rock Solid Paving & Excavating, Inc. as the lowest bid for the job as a whole for a total of \$84,400.00 for Seal Coating and Painting of the Parking Lots at the Lake County Government Center upon the review and recommendation of Commissioner's Attorney, John Dull, DuPey seconded the motion. Motion carried.

## Order #10 Agenda #10

In the Matter of L C Building Manager Department – Agreement with TruGreen-ChemLawn for late fall application at the Lake County Government Center in the amount of \$1,390.00, late fall application at Westwind Manor and the Work Release Buildings in the amount of \$409.00, and late fall application at the Lake County Juvenile Center in the amount of \$405.00.

Scheub made a motion, seconded by DuPey, to approve the Agreement with TruGreen-ChemLawn for late fall application at the Lake County Government Center in the amount of \$1,390.00, Westwind Manor and Work Release Buildings in the amount of \$409.00, and Lake County Juvenile Center in the amount of \$405.00. Motion carried.

## Order #11 Agenda #11

In the Matter of L C Building Manager – Public Record of Indiana Elevator Operating Certificate Number 38605 and 38603.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Indiana Elevator Operating Certificates State Number 38605, and State Number 38603. Motion carried.

## Order #12 Agenda #12

In the Matter of L C Highway – Contract award for Two (2) New Unused 2012 36,420 GVWR Single Axle Trucks with Snow Plow, Hydraulic and Salt Spreader in current production.

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

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Truck City of Gary** the Contract for Two (2) New Unused 2012 Unused 36,420 GVWR Single Axel Trucks with Snow Plow, Hydraulic and Salt Spreader in current production for \$344,176.00, being the lowest most responsive bidder, upon a motion made by DuPey, seconded by Scheub. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Two (2) New Unused 2012 Unused 36,420 GVWR Single Axel Trucks with Snow Plow, Hydraulic and Salt Spreader for the L.C. Highway Department, 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:

TRUCK CITY OF GARY W/ HARCO NATIONAL INSURANCE COMPANY, 5% of total bid

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 TWO (2) NEW UNUSED 2012 36,420 GVWR SINGLE AXEL TRUCKS WITH SNOW PLOW, HYDRAULIC AND SALT SPREADER IN CURRENT PRODUCTION FOR \$344,176.00. and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 21, 2011

ROOSEVELT ALLEN, Jr. TRUCK CITY OF GARY, INC.  
GERRY SCHEUB  
FRANCES DuPEY

Letter of Recommendation

September 21, 2011

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

ATTN: Roosevelt Allen, President

RE: TWO (2) NEW UNUSED 2012 36,000 GVWR SINGLE AXEL TRUCKS WITH SNOW PLOW, HYDRAULIC AND SALT SPREADER, IN CURRENT PRODUCTION

Dear Mr. President:

The Lake County Board of Commissioners opened the bids for two (2) GVWR Single Axel Truck with Snow Plow Frame, Salt Spreader in current production on July 20, 2011. We carefully reviewed the bids. The results are as follows:

Below are the amounts of bids received on July 20, 2011.

Contractor	Amount
<b>Truck City of Gary</b>	<b>\$344,176.00</b>
Pozzo Truck Centers	\$348,449.32

The Lake County Highway Department recommends award of the contract to the most responsive bidder who has met the specifications, **Truck City of Gary**, in the total amount of \$344,176.00.

Respectfully submitted,

Marcus W. Malczewski, Superintendent  
Lake County Highway Department

MWM/jas

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Gerry Scheub vd  
Roosevelt Allen  
Approved this 21<sup>st</sup> day of September 2011

Order #13 Agenda #13

In the Matter of L C Highway – Contract for Temporary Access Road for the Replacement of Lake County Bridge #262, Edmond Street over Plum Creek.

The Board having previously taken the above mentioned bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Dyer Construction** the contract for Temporary Access Road for the Replacement of Lake County Bridge #262, Edmond Street over Plum Creek in the amount of \$245,753.09, upon a motion made by DuPey, seconded by Scheub. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the lowest most responsive and responsible bid for Temporary Access Road for the Replacement of Lake County Bridge #262, Edmond Street over Plum Creek for the L.C. Highway Department, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

DYER CONSTRUCTION W/ FEDERAL INSURANCE COMPANY, performance bond

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 TEMPORARY ACCESS ROAD FOR THE REPLACEMENT OF LAKE COUNTY BRIDGE #262, EDMOND STREET OVER PLUM CREEK FOR \$245,753.09 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: September 21, 2011

ROOSEVELT ALLEN, Jr. DYER CONSTRUCTION  
GERRY SCHEUB  
FRANCES DuPEY

Letter of Recommendation

September 21, 2011

Order #13 Agenda #13 (cont'd)

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

ATTN: Roosevelt Allen Jr., President

RE: Temporary Access road Lake County BR# 262, Edmond Street over Plum Creek

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, August 17, 2011 for the Temporary Access Road for Lake County Bridge # 262. Edmond Street over Plum Creek. Based upon our review of the bids, the Highway Department recommends award of the contract to Dyer Construction Company, Inc., the lowest and most responsive bidder in the amount of \$245,753.09.

The bids received are as follows:

* <b>Dyer Construction Company, Inc.</b>	<b>\$245,753.09</b>
* Ellas Construction Company	\$284,007.65
* Walsh and Kelly	\$307,507.89
* Gariup Construction Co.	\$553,700.00
* Reith Riley Construction	\$367,057.05
* Olthoff, Inc.	\$386,362.79

Respectfully submitted,

Marcus W. Malczewski, Superintendent  
 Lake County Highway Department

MWM/jas

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey  
 Gerry Scheub vd  
 Roosevelt Allen

Approved this 21<sup>st</sup> day of September, 2011

Order #14 Agenda #14

In the Matter of L C Highway – Supplemental Agreement No. 1 with Clark Dietz, Inc. for Preliminary Engineering Services for Replacement of Lake County Bridge No. 262, Edmond Street over Hart Ditch.

DuPey made a motion, seconded by Scheub, to approve Supplemental Agreement No. 1 with Clark Dietz, Inc. for Preliminary Engineering Services for Replacement of Lake County Bridge No. 262, Edmond Street over Hart Ditch on behalf of L C Highway Department. Motion carried.

Order #15 Agenda #15

In the Matter of L C Highway – Supplemental Agreement No. 1 with United Consulting for Engineering Services for the Rehabilitation of Lake County Bridge No. 364, Poplar Lane over Hart Ditch for an additional \$23,500.00.

DuPey made a motion, seconded by Scheub, to approve Supplemental Agreement No. 1 with United Consulting for Engineering Services for the Rehabilitation of Lake County Bridge No. 364, Poplar Lane over Hart Ditch for an additional \$23,500.00 on behalf of L C Highway Department. Motion carried.

Order #16 Agenda #16

In the Matter of L C Highway – Amendment No. 1 to the Agreement with North-West Engineering Co., Inc. for design of Lake County Bridge No. 411, Blaine Street over Beaver Dam Ditch.

DuPey made a motion, seconded by Scheub, to approve Amendment No. 1 to the Agreement with North-West Engineering Co., Inc. on behalf of the Highway Department for design of Lake County Bridge No. 411, Blaine Street over Beaver Dam Ditch. Motion carried.

Order #17 Agenda 17

In the Matter of L C Highway – Amendment No. 1 to LPA Consulting Contract with R.W. Armstrong & Assoc., Inc. for Design Engineering Services for Lake County Bridge No. 2 in an amount not to exceed \$13,600.00.

DuPey made a motion, seconded by Scheub, to approve Amendment No. 1 to the LPA Consulting Contract with R.W. Armstrong & Assoc., Inc. for design engineering services for Lake County Bridge No. 2 in an amount not to exceed \$13,600 on behalf of the Lake County Highway Department. Motion carried.

Order #18 Agenda #18

In the Matter of L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract EDS #A249-12-320103, Des. No.: 9982620 for the Replacement of Lake County Bridge No. 2 over the Kankakee River on Clay Street (Range Line Road).

DuPey made a motion, seconded by Scheub, to approve the L C Highway - Indiana Department of Transportation – Local Public Agency Project Coordination Contract EDS #A249-12-320103, Des. No.: 9982620 for the Replacement of Lake County Bridge No. 2 over the Kankakee River on Clay Street (Range Line Road). Motion carried.

Order #19 Agenda #19

In the Matter of L C Highway – Communication System Contract for Design Study for Motorola Mototurbo Digital Radio System with Miner Electronics Corporation in an amount not to exceed \$1,500.00.

DuPey made a motion, seconded by Scheub, to approve the Communication System Contract for Design Study for Motorola Mototurbo Digital Radio System, with Miner Electronics, on behalf of Lake County Highway Department in an amount not to exceed \$1,500.00. Motion carried.

Order #20 Agenda #20

In the Matter of L C Highway – Road Cut Permit Lake Dalecarlia Regional Waste District across the street from 500 S. Lakeview Drive.

DuPey made a motion, seconded by Scheub, to approve the Road Cut Permit Lake Dalecarlia Regional Waste District across the street from 500 S. Lakeview Drive on behalf of L C Highway. Motion carried.

Order #21 Agenda #21

In the Matter of L C Highway – Project #0980090, 45<sup>th</sup> Avenue Phase II Parcel 260 Offer and Counter Offer in the amount of \$7,694.00.

DuPey made a motion, seconded by Scheub, to approve the Project #0980090, 45<sup>th</sup> Avenue Phase II Parcel 260 Offer and Counter Offer in the amount of \$7,694.00 on behalf of L C Highway. Motion carried.

Order #22 re-visit Agenda #9

In the Matter of L C Building Manager Department – BIDS: Seal Coating and Painting of the Parking Lots at the Lake County Government Center in Crown Point.

The Board of Commissioner's Attorney has reviewed the submitted and accepted bids for the above mentioned project for further tabulation and recommends the bid from Rock Solid Paving & Excavating, Inc. be accepted.

Scheub made a motion, seconded by DuPey, to approve the lowest bid of Rock Solid Paving & Excavating, Inc., 11003 Thiel Street, St. John, IN 46373, with \$84,400.00 for the Seal Coating and Painting of the Parking Lots at the Lake County Government Center in Crown Point. Motion carried.

Order #23 Agenda #23

In the Matter of L C Sheriff – Amendment to the effective date of Lindsay Hayes NCIA Jail Mental Health Services Contract.

Scheub made a motion, seconded by DuPey, to approve the Amendment of the NCIA Jail Mental Health Services Contract with Lindsay Hayes on behalf of L C Sheriff amending the contract from the original start date of August 17, 2011 to the effective date of June 1, 2011 ending December 31, 2011. Motion to amend carried.  
(SEE FILE "AUGUST 2011" FOR ORIGINAL CONTRACT)

Order #24 Agenda #24

In the Matter of L C Sheriff – Agreement with Elizabeth Ann Schilling for Nurse Practitioner Services for the Jail Medical Department in an amount not to exceed \$22,000.00.

Scheub made a motion, seconded by DuPey, to approve the Agreement with Elizabeth Ann Schilling on behalf of L C Sheriff for the period of October 3, 2011 to December 3, 2011 for Nurse Practitioner Services for the Jail Medical Department in an amount not to exceed \$22,000.00. Motion carried.

Order #25 Agenda #25

In the Matter of L C Sheriff – Recommendation of Jail Inmate Telephone Services contract (RFP response deadline September 16) 911 Consolidation.

Scheub made a motion, seconded by DuPey, to accept the recommendation of L C Sheriff to approve TELMATE, Inc. for the Jail Inmate Telephone Services contract for a five (5) year term. Sheriff Buncich and Attorney present for recommendation, brief discussion. Motion carried.  
(cont'd)

Order #25 Agenda #25 (cont'd)

**INMATE TELECOMMUNICATION LOCATION AGREEMENT**

This Inmate Telecommunication Location Agreement ("Agreement") is made this 21<sup>st</sup> day of September, 2011 on the last date signed by a party below ("Effective Date"), by and between Lake County Indiana Sheriff's Department ("Customer"), whose address is 2293 North Main Street, Crown Point, Indiana, 46307, thru the Lake County Board of Commissioners, Building "A" 3<sup>rd</sup> Floor, 2293 North Main Street, Crown Point, Indiana, 46307 and Telmate, LLC ("Telmate").

WHEREAS, Telmate is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate telephone equipment and electronic inmate communication systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and equipment of Telmate,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Telmate and Customer hereby agree as follows:

**1. Agreement.** Customer grants to Telmate the exclusive right and license to install, maintain, and derive revenue from the use of Equipment located at an incarceration facility commonly known as Lake County Jail, ("Facility"), and whose physical address is 2293 North Main Street, Crown Point, Indiana, 46307.

**2. Term.** The initial term of this Agreement shall begin on the Effective Date and shall end five (5) years thereafter. The terms and conditions of this Agreement shall continue as to any Telmate Equipment installed at the request of Customer, after the commencement date and prior to the expiration date. If the normal business operation of the Facility is interrupted for any reason (for example, due to act of God, an inmate riot, or strike) resulting in service interruption, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such service interruption.

**3. Renewal.** After the five (5) year initial term, this Agreement shall renew, at the county's discretion, for up to two one (1) year time periods thereafter, upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of such term. Both parties reserve the right to renegotiate additional terms and conditions prior to any renewal period. Customer agrees to provide Telmate advance notice of 90 days prior to Customer releasing any RFP that includes all or part of services or Equipment offered by Telmate, during any initial or renewal contract term.

**4. Commissions.** In consideration for the right to install, maintain, and operate the Equipment within the facility, Telmate agrees to pay Customer a monthly commission of eighteen percent (18%) of the gross revenue generated from Local and Intralata Calls and thirty-five percent (35%) of the gross revenue generated from Long Distance Calls. Additionally, a monthly Technology Grant to equal fifty-six percent (56%) of the gross revenue generated as a result of all calls, including Debit calls, made through use of Telmate's Equipment, less any commissions already paid for the month. Telmate shall pay such commissions on all calls including Intralata, Interlata, Interstate, Local, and International calls. Commissions will be

INMATE TELECOMMUNICATION LOCATION AGREEMENT - Page 1

based on Revenues from all completed calls. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by Telmate to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set about above. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within 30 days of payment by Telmate to Customer. In addition, Telmate shall provide to Customer sufficient financial compensation to relieve actual, reasonable and required termination costs incurred by Customer in the course of terminating its agreement with its prior inmate telecommunications services provider in order to enter into and effectuate this Agreement with Telmate.

**5. Amount and Location of Equipment.** The exact location(s) of the Equipment at Customer's facility shall be per the mutual written agreement of the parties hereto.

**6. Rates.** The parties to this agreement shall mutually agree on the rates charged for any and all collect calls, prepaid calls and debit calls made with the use of Telmate's Equipment. The rates are as set out in **Schedule A** attached to this Agreement as if set out in full herein.

**7. Exclusivity.** During the term of this Agreement, including during any renewal period of this Agreement, Customer grants to Telmate the exclusive right and license to install, maintain, and operate such telecommunication equipment governing all inmate calls and other electronic communications, including local and long distance, including but not limited to collect calls, debit calls, and such other Equipment as may be required, within any facility owned or operated by Customer. During the term of this Agreement Customer shall not provide to any third party access to the Equipment.

**8. Entire Agreement.** This Agreement sets forth the entire understanding of Telmate and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written relating to the subject matter. This Agreement may be modified or amended only in writing signed by both Parties.

**9. Maintenance of Equipment.** During the term of this Agreement, Telmate will repair and maintain the Telmate Equipment in good operating condition and shall exclusively maintain the equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Telmate has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the Telmate Equipment. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Equipment used or provided shall remain the sole property of Telmate. Upon termination of this Agreement, Telmate shall have the right to enter upon the premises to remove the Equipment. Customer shall notify Telmate of any misuse, destruction, damage, or vandalism to the Equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of Telmate's Equipment.

**10. Surveillance.** Telmate and Customer realize and agree that the Equipment may allow Customer to monitor, eavesdrop, and/or otherwise record an inmate's use of the Equipment. Customer understands and agrees Telmate has made no warranties, express or

INMATE TELECOMMUNICATION LOCATION AGREEMENT - Page 2



implied, as to the legality of such monitoring and/or eavesdropping, and will indemnify and hold harmless Telmate from and against any claims, damages, loss or injury associated with Customer or Customer's agent's monitoring, eavesdropping or otherwise recording such use.

**11. Default and/or Termination of Agreement.** If Customer or Telmate defaults in its performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within sixty (60) days from receipt of notice of default. Otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. On any termination of this Agreement Customer shall allow Telmate reasonable access to facility in order to remove Equipment. Telmate agrees to remove its Equipment within 30 days after such termination. In the event of termination of this agreement, all commissions due will be paid to Customer until the removal of equipment at a date to be mutually agreed upon. Either party shall also have the right to terminate this Agreement without cause by providing ninety (90) days notice of termination to the other party.

**12. Liability Indemnification.** Customer assumes the risk of liability arising from or pertaining to the possession, operation, or use of the Equipment. Customer shall indemnify and hold Telmate harmless from and against any and all claims, costs, expenses, damage, and liabilities arising from or pertaining to inmate use, possession, or operation of the Equipment. Telmate does not assume any liability for any acts or omissions of Customer or Customer's agents, or employees. Telmate agrees to indemnify and hold Customer harmless from and against any and all claims, costs, expenses, damage, and liabilities arising from or pertaining to the improper installation, operation or maintenance by Telmate of its Equipment or services. Provided, however, that Customer shall give Telmate written notice of any claim or demand for indemnification, reasonable cooperation, and the ability to control Telmate's defense and/or settlement thereof.

**13. Authority.** Customer and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind each other to such Agreement.

**14. Assignment.** Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written consent of Telmate. Telmate may not sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to a third party without the prior written consent of Customer. Both parties agree that the prior written consent shall not be unreasonably withheld.

**15. Notices.** All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

**16. Features.** Telmate agrees to provide all features identified within its offer dated September 13, 2011 in response to the Lake County Indiana RFP.

17. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Indiana. Proper venue shall only be the courts of Indiana. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer and Telmate's successors and assigns.

DATED this 21<sup>st</sup> day of September, 2011.

Lake County Board of Commissioners

Roosevelt Allen, Jr.  
Roosevelt Allen, Jr.

Gerry Scheub  
Gerry Scheub

Frances DuPey  
Frances DuPey

Debra H. Hester  
Attest: Lake County Auditor

DATED this 21st day of September, 2011.

Darren Wallace  
Telmate, by Darren Wallace  
Duly Authorized Representative

**SCHEDULE A**

**RATES**

The Local rate for any and all Calls will be \$2.95 for up to a 15 minute call.  
The Intralata rate for any and all Calls will be \$2.25 surcharge plus \$.30 per minute up to 15 minutes.  
The Interlata rate for any and all Calls will be \$1.50 surcharge plus \$.25 per minute up to 15 minutes.  
The Interstate rate for any and all Calls will be \$3.49 surcharge plus \$.49 per minute up to 15 minutes.  
The International rate for any Prepaid Calls will be \$4.00 surcharge plus \$1.00 per minute up to 15 minutes.

\*\*\*\*\*Call Rates shown do not include a pass through of Local, County, State and Federal Taxes, and mandated Universal Service Fund Fees

## Order #26 Agenda #27

In the Matter of L C Sheriff – Letter from William T. Enslin concerning the Agreement between the Town of Winfield and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public the notice of intent to renew the Interlocal Agreement between the Town of Winfield and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff, filed by William T. Enslin via letter. Motion carried.

## Order #27 Agenda #32

In the Matter of L C Board of Elections and Registration – RFP: Moving of the Voting Machines for the November 8, 2011 General Election.

This being the day, time and place for the receiving of proposals for the Moving of the Voting Machines for the November 8, 2011 General Election, the following proposals were received:

<u>Ferree Movers &amp; Storage, Inc.</u>	<u>On-Time Distribution</u>
\$23.00 Infinity Voting Machine	\$23.00 Infinity Voting Machine
\$10.00 Delivery & \$100.00 per hour	\$98.00 per hour Delivery & pick-up of ADA Equipment
\$10 Pickup & Return of ADA Supplies	\$20 per polling site

Scheub made a motion, seconded by DuPey, to accept the recommendation of L C Board of Elections & Registration to approve proposals of **Ferree Movers & Storage Inc.**, 930 Hub Court, Crown Point, IN 46307 and **On-Time Distribution** 581 Taney Street, Gary, In 46404 for the Moving of the Voting Machines for November 8, 2011 General Election at the rates listed above. Motion carried.

## Order #28 Agenda #33

In the Matter of L C Board of Elections and Registration – Consulting Contract with Jeffrey F. Gunning for Assistant Board Attorney Services for the period of September 1, 2011 to December 31, 2011 in amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract for Assistant Board Attorney between Jeffrey F. Gunning and L C Board of Elections and Registration for the period of September 1, 2011 to December 31, 2011 in amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour. Motion carried.

## Order #29 Agenda #34

In the Matter of L C Data Processing – Request for permission to dispose of obsolete computer equipment located in the Data Processing Computer Room, Lake County Juvenile Center and the Hobart Township Assessor's Office.

Scheub made a motion, seconded by DuPey, to approval the disposal of obsolete computer equipment located in the Data Processing Computer Room, the Lake County Juvenile Center and the Hobart Township Assessor's Office, on behalf of L C Data Processing Department. Motion carried.

## Order #30 Agenda #35

In the Matter of L C Data Processing – Agreement with Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake for the development of electronic record of judicial order for mortgage foreclosure for the Lake County Clerk's Office in an amount not to exceed \$32,000.00, payable in two installments of \$16,000.00 each.

Scheub made a motion, seconded by DuPey, to approve the Agreement with Cenifax Management Services, Inc. on behalf of L C Data Processing for the development of electronic record of judicial order for mortgage foreclosure for the Lake County Clerk's Office in an amount not to exceed \$32,000.00, payable in two installments of \$16,000.00 each. Motion carried.

## Order #31 Agenda #36A

In the Matter of Property Transfers: A. Board of Commissioners Resolution transferring 45-03-29-131-031.000-024 to the City of East Chicago.

Scheub made a motion, seconded by Allen, to approve the Board of Commissioners Resolution transferring property id 45-03-29-131-031.000-024 to the City of East Chicago. Motion carried 2-1, DuPey abstain.

RESOLUTION  
OF THE  
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
**NO. 2011 – 05**

The Board of Commissioners of the County of Lake, as the county executive and disposing agent hereby transfers to the Department of Redevelopment, City of East Chicago, as a gift one (1) real property identified as follows:

TAX ID Number: 45-03-29-131.000-024  
Common Address: 4232 Baring, East Chicago, IN 46312

The transfer is made in accordance with the powers of the Board of Commissioners of the County of Lake under IC 36-1-11-8

When prepared, the Board of Commissioners of the County of Lake will forward a Tax Sale Certificate to the Department of Redevelopment, City of East Chicago.

THIS RESOLUTION IS ADOPTED THIS 21<sup>ST</sup> DAY OF September, 2011

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

ROOSEVELT ALLEN Jr., President  
GERRY SCHEUB vd, Commissioner

ATTEST: PEGGY H. KATONA, LAKE COUNTY AUDITOR  
Order #32 Agenda #37A

In the Matter of E-9-1-1: RFP: 9-1-1 Recorder for Lowell Police Department.

The Board having previously taken proposals under advisement does hereby accept the recommendation of Lake County E-9-1-1 Department Manager to approve **DSS Corporation** with \$11,645.00 for a 9-1-1 Recorder for Lowell Police Department, upon a motion made by Scheub, seconded by DuPey. Motion carried.

Order #33 Agenda #37B

In the Matter of E-9-1-1: RFP: 9-1-1 Recorder for the Gary Police Department.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for a 9-1-1 Recorder for the Gary Police Department for proposals to be returned by Wednesday, October 19, 2011 prior to 9:30 A.M. in the Lake County Auditor's Office.

Tri-Electronics

Miner Electronics

Word Systems

DSS Corporation

Order #34 Agenda #37C

In the Matter of E-9-1-1: Request for final payment for the Crown Point Radio Project in the amount of \$24,508.00.

Scheub made a motion, seconded by DuPey, to approve the final payment for the Crown Point Radio Project in the amount of \$24,508.00 on behalf of Lake County 911 Department. Motion carried.

Order #35 Agenda #39, 40, 41

In the Matter of Board of Commissioners of the County of Lake – Letter from Acme ATM's and Games; Letter from Five Star Company; Letter from Top Notch ATM – concerning ATM machine.

Scheub made a motion, seconded by DuPey, to have Commissioner's Attorney review all letters submitted and review companies who have written such letter and refer back to the Board at the next Commissioners meeting with recommendation. Motion carried.

Order #36 Agenda #42

In the Matter of Board of Commissioners of the County of Lake – Interlocal Agreement with City of Hobart for the Reconstruction of Bridge No. 102.

Scheub made a motion, seconded by DuPey, to approve the Interlocal Agreement between City of Hobart and Board of Commissioners of the County of Lake for the Reconstruction of Bridge No. 102. Motion carried.  
(cont'd)

Order #36 Agenda #42 (cont'd)

1 **INTERLOCAL AGREEMENT**  
2 **by and between**  
3 **LAKE COUNTY, INDIANA and the CITY OF HOBART, INDIANA**  
4 **for the RECONSTRUCTON OF BRIDGE NO. 102**  
5  
6  
7 THIS AGREEMENT is made and entered into by and between LAKE COUNTY,  
8 INDIANA ("County"), a political subdivision of the State of Indiana acting by and through its  
9 Executive, the Lake County Board of Commissioners ("Commissioners") and the CITY OF  
10 HOBART, INDIANA ("City"), a municipal corporation organized and existing under the laws of  
11 the State of Indiana, acting by and through its Executive, the Mayor of the City of Hobart  
12 ("Mayor").

13 **Recitals**  
14 WHEREAS, a power that may be exercised by an Indiana political subdivision and by  
15 one (1) or more other governmental entities may be exercised by one or more entities on behalf  
16 of others; or jointly by the entities pursuant to I.C. §36-1-7-2; and  
17 WHEREAS, the City is located within the boundaries of the County and a public  
18 thoroughfare known as 61<sup>st</sup> Avenue (and sometimes previously known, as to part of its right of  
19 way in the City Westerly of State Road 51, Bracken Road) ("Avenue") traverses the City from  
20 Mississippi Street on its Western boundary to State Road 51; and  
21 WHEREAS, the Avenue crosses Deep River within the City over a concrete and steel  
22 bridge owned and under the County's jurisdiction and known as Bridge No. 102 ("Bridge"); and  
23 WHEREAS, the City otherwise has ownership, control and jurisdiction of the Avenue  
24 within its boundaries; and

1 WHEREAS, the City has undertaken a 61<sup>st</sup> Avenue Improvement Project ("Project") to  
2 widen, improve the grade of the roadway and provide for improvements in traffic control, access  
3 and utilities for the segment of the Avenue from Marcella Boulevard East to State Road 51; and  
4 WHEREAS, the Project is being conducted in several phases, the first ("Phase I") from  
5 Marcella Boulevard East to Colorado Street was completed in 2009; and  
6 WHEREAS, construction of the second phase ("Phase II") from Colorado Street East to  
7 Arizona Street commenced in 2011 and is scheduled for completion in the Fall of 2011; and  
8 WHEREAS, planning and design for the third phase of the Project ("Phase III") from  
9 Arizona Street to State Road 51 is now underway. This Phase includes the Bridge which must be  
10 widened and otherwise improved (including improved drainage and environmental features in  
11 and around the Bridge, if necessary, said widening, related reconstruction, drainage and  
12 environmental features referred to herein as the "Bridge Improvements") to accommodate the  
13 design for the Project and this Phase is scheduled to commence in 2013; and  
14 WHEREAS, Phase III, depending on the timing and availability of local and Federal  
15 funds and other factors may be further divided to create an additional Phase so that Phase III may  
16 extend from Arizona Street to and including the Bridge, and a new Phase ("Phase IV")  
17 established to embrace the elements of the Project from the Eastern terminus of the Bridge  
18 approach to State Road 51; and  
19 WHEREAS, the County and City have reached agreement on the performance,  
20 management, timing and funding of various aspects of the manner of design and construction of  
21 the Bridge Improvements and desire to give effect to their agreement through this instrument (the  
22 "Agreement") under the Interlocal Cooperation Act ("Act") of the State of Indiana (I.C. §36-1-7-  
23 1, *et seq.*, particularly I.C. §36-1-7-9) and to spread same upon the public record.

Order #36 Agenda #42 (cont'd)

1 **Promises, Terms and Conditions**

2 THEREFORE, it is agreed by and between the County and City, in consideration of the  
3 mutual promises terCC and conditions hereinafter set forth and intending theCCelves to be  
4 legally bound, as follows:

5 **Section 1. Application.** This Agreement shall govern and apply to the design,  
6 management, construction, administration, supervision, inspection and funding of the Bridge  
7 Improvements for and related to the Project. It is the intent of the parties that the Agreement be  
8 interpreted and administered to promote the efficient and timely completion of the Bridge  
9 Improvements It is further the intent of the parties that all elements of design, construction,  
10 inspection and commissioning of the Bridge Improvements conform to recognized standards of  
11 engineering and construction practice, the rules and regulations of all governing authorities and  
12 in conformance with all applicable permits, licenses and requirement imposed by such  
13 authorities.

14 **Section 2. Duration.** This Agreement shall take effect upon the occurrence of the  
15 latest of the following acts:

- 16 a. Approval and adoption of the Agreement by the Commissioners in  
17 the manner required by law;
- 18 b. Approval and adoption of the Agreement by the Lake County  
19 Council, as fiscal body of the County ("County Council") in the manner required  
20 by law;
- 21 c. Recommendation of the approval and adoption of the Agreement  
22 by the 61<sup>st</sup> Avenue Joint Governing Commission "Joint Commission") of the City  
23 in the manner required by law;

- 1 d. Approval and adoption by the Common Council of the City as the  
2 City's fiscal body ("City Council"), of an enabling ordinance containing the  
3 Agreement;
- 4 e. Execution and filing of the agreement by the Commissioners, and  
5 Mayor; and
- 6 f. As required by I.C. § 36-1-7-10, recording with the Recorder of Lake  
7 County, filing with the Auditor of Lake County and filing with the Auditor of the State of  
8 Indiana.

9 This Agreement shall continue in effect until the occurrence of any one or more than one  
10 of the following events:

- 11 i. Ninety (90) days after the completion of the Bridge Improvements  
12 by the acceptance of the final work to finish same by the Executives of the  
13 County and the City;
- 14 ii. Upon the taking effect of an order entered by a court of competent  
15 jurisdiction terminating the Agreement;
- 16 iii. Upon the taking effect of an order entered by an officer or agency  
17 of the State of Indiana with authority to terminate the Agreement.

18 Notwithstanding the provisions of subsections (i) through (iii) above, this Agreement  
19 shall terminate four (4) years after its effective date pursuant to I.C. §36-1-7-9 (b) (1). In the  
20 event that the Bridge Improvements are not competed and accepted as of that date, the parties  
21 shall enter into good faith negotiations to conclude a new agreement governing the balance of the  
22 work to be done or other functions necessary to complete and commission the Bridge  
23 Improvements. Upon termination of this Agreement, the County and City shall have and

## Order #36 Agenda #42 (cont'd)

1 exercise all of their respective powers with respect to the Bridge and the Bridge Improvements  
2 otherwise conferred by law.

3 **Section 3. Joint Committee; Creation, Appointment and Meetings.** The  
4 powers and purposes of this Agreement shall be carried out and administered by a Joint  
5 Committee consisting of four (4) members who shall be known as the "Bridge No. 102 Joint  
6 Committee" ("Committee"). The Committee shall consist of one member of the Commissioners  
7 designated by the Commissioners, one member of the County Council designated by the County  
8 Council, one member of the City Council and the Mayor. Members shall serve at the pleasure of  
9 the appointing authority provided that, each member shall be deemed automatically removed  
10 upon the end of their term of service as Commissioner, County or City Council member or  
11 Mayor, as the case may be. A quorum of three (3) members present and voting shall be required  
12 for the taking of any action authorized under this Agreement.

13 The Committee shall hold meetings as required upon the call of the Commissioner  
14 member or Mayor or a majority of the Committee. All meetings shall be held in a public place.  
15 The Committee shall be deemed to be a "public agency" within the meaning and intent of the  
16 laws of the State of Indiana including, but not limited to, the Open Meetings Act and Access to  
17 Public Records Act (I.C. §5-13.5-1-1 *et seq.* and I.C. §5-14-1-1, *et seq.*). The Commission shall  
18 keep minutes of its meetings in the same manner as other public bodies.

19 **Section 4. Purposes and Allocation of Responsibilities.** This Agreement is  
20 made for the purposes of coordinating and allocating the decision-making, planning, design,  
21 construction, supervision and management of the elements of the Bridge Improvements. Acting  
22 by and through the Committee when necessary, the parties agree to undertake the various  
23 responsibilities related to the Bridge Improvements as follows:

5

1 a. *County Responsibilities.* The County, at its sole expense (from either County or  
2 Federal funds), agrees to undertake and perform the following responsibilities:

- 3 i. Through its authorized engineering consultants, (to be referred to  
4 herein as "County Consultants" or "CC"), provide limits of the Bridge including  
5 any approach slabs to the City's engineering consultants, Butler, Fairman and  
6 Seufert, Inc. ("BF&S"). CC will work on the same datum as the drawings  
7 prepared for the City by BF&S. CC will also provide construction limits for the  
8 Bridge for the purposes of right-of-way ("ROW") acquisition.  
9  
10 ii. Design of all aspects of the Bridge within said limits, unless  
11 otherwise specified herein, through CC, including, removal of existing structure,  
12 bridge widening and rehabilitation, engineering and construction engineering and  
13 including, but not limited to bridge rail, bridge rail transitions and pavement  
14 markings;  
15  
16 iii. Through CC, provide any permits necessary for construction of the  
17 Bridge, including any forested floodplain mitigation required for the Bridge;  
18  
19 iv. Through CC, provide all documents required for contract letting  
20 including pay items, quantities, engineer's estimate and special provisions;  
21  
22 v. Assist the City and BF&S in the Rule 5 submittal. Pay the costs of  
23 any wetland mitigation requirements required with the addition of the Bridge;  
24  
25 vi. Provide through CC maintenance of traffic plan which shall allow  
26 a minimum of one (1) lane of traffic to remain open during construction;  
27  
28 vii. Provide all submittals to Indiana Department of Transportation  
29 ("INDOT") regarding the Bridge;  
30  
31 viii. Provide, from County funds, the 20% Federal match contribution  
32 for the construction and construction inspection relating to the Bridge;  
33  
34 ix. All other responsibilities as the City and County may agree in  
35 writing.

36 b. *City Responsibilities.* The City, at its sole expense (from either City or Federal  
37 funds), agrees to undertake and perform the following responsibilities:

- 38  
39 i. Provide, through BF&S, an environmental study for Phase III of  
40 the Project including the Bridge;  
41

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Order #36 Agenda #42 (cont'd)

- 1           ii.     Provide, through BF&S, any additional wetland delineation
- 2           required as a result of the addition of the Bridge to the Federally-funded Project;
- 3
- 4           iii.     Provide ROW acquisition;
- 5
- 6           iv.     Provide wetland mitigation and permitting for stream mitigation,
- 7           and assist CC with forested floodplain mitigation permitting, if required;
- 8
- 9           v.     Obtain Rule 5 permitting through BF&S with the assistance of CC;
- 10
- 11          vi.     Obtain through BF&S permitting for construction of the roadway
- 12          not within the limits of the Bridge;
- 13
- 14          vii.    Using the letting documents prepared by CC for the Bridge,
- 15          conduct contract letting and award for Phase III including the Bridge. CC will be
- 16          consulted before the City awards the contract;
- 17
- 18          viii.   Provide signage, maintenance of traffic, and utility relocation and
- 19          coordination;
- 20
- 21          ix.     All other responsibilities as the City and County may agree in
- 22          writing.
- 23
- 24          c.     The parties may do all other acts, not forbidden by this Agreement, the laws of the
- 25          State of Indiana or the United States, necessary or desirable in carrying out the Bridge
- 26          Improvements and the purposes of this Agreement.

27           **Section 5. Budget and Finance.**   The cost of the Bridge Improvements, including

28          the contractual expenses of the professionals engaged by the County, shall be borne by the

29          County, to the extent of its obligation to provide the local 20% match, and by the Federal funds

30          granted for the Bridge Improvements portion of the project. The cost of the portion of Phase III

31          not including the Bridge Improvements shall be borne by the City, to the extent of Federal funds

32          granted for Phase III, and any City funds allocated from the 61<sup>st</sup> Avenue Tax Increment

33          Allocation Area and the proceeds of bonds or obligations issued in the name of the Hobart

34          Redevelopment Commission for the Project. The City and County will prepare a budget for the

35          Bridge Improvements within thirty (30) days after the taking effect of this Agreement and shall

1          submit same to the Committee for its approval. The County and City each shall, as to funds

2          within their respective jurisdictions, conform to the accounting practices required for the Bridge

3          Improvements and Phase III, as directed by the Indiana State Board of Accounts and any Federal

4          Agency or designee having responsibility for administering and accounting for grant funds.

5           **Section 6. Staff.**   The Committee shall have no authority to engage staff. Existing

6          County and City officers and employees shall administer this Agreement and provide the staff

7          services necessary to carry it out. The engineering and other consultants necessary to carry out

8          this Agreement shall be compensated by the County or City according to the respective

9          responsibilities of each.

10          **Section 7. Distribution of Property upon Termination.** Nothing in this

11          Agreement shall be interpreted to authorize the Committee to acquire any real or personal

12          property. In the event the Committee has ownership of any property upon termination of this

13          Agreement, the Committee shall convey, distribute or deliver same to either the City or County

14          as they may agree in writing, or to the entity (County or City) which paid for the property.

15          **Section 8. Other Provisions.** This instrument shall be deemed to be severable, such

16          that, in the event that any provision hereof is deemed to be invalid or unenforceable by any court

17          of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent

18          practicable. This Agreement may be amended only in writing, adopted and executed in the same

19          manner as the Agreement was itself adopted under Section 2 hereof.

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[THIS SPACE INTENTIONALLY LEFT BLANK.]



Order #36 Agenda #42 (cont'd)

1 IN WITNESS WHEREOF, the parties have executed this Agreement on the dates given  
2 below. LAKE COUNTY, INDIANA ("County")

3 By: *Rowell Alley*  
4 PRESIDENT, County Board of Commissioners  
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ATTEST: *Peggy A. Retzer* Date: September 21, 2011  
Secretary

20 ADOPTED and APPROVED by the Lake County Council on this 13th day of  
21 September, 2011.

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*Ted F. Bieski*  
TED F. BIESKI  
*Christine CID*  
CHRISTINE CID  
*Elsie Franklin*  
ELSIE FRANKLIN  
*Michael C. Repay*  
MICHAEL C. REPAY  
**Absent**  
JEROME A. PRINCE  
*Daniel E. DERNULC*  
DANIEL E. DERNULC  
*Rick Niemeyer*  
RICK NIEMEYER

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2  
3 ATTEST: *Peggy A. Retzer*  
4 SECRETARY  
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7 CITY OF HOBART, INDIANA ("City")  
8  
9 By: \_\_\_\_\_  
10 Brian K. Snedecor, Mayor

11 ATTEST:  
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Order #37 Agenda #43

In the Matter of Board of Commissioners of the County of Lake – Revised Bid Total Sheet, County Form 5 for consideration.

Scheub made a motion, seconded by DuPey, to approve the revised County Form 5, Bid Total Sheet. Motion carried.

Order #38 Agenda #44

In the Matter of Board of Commissioners of the County of Lake – Consulting Contract with Karas Insurance Services, Inc. for early accident investigation services for the year 2012 in an amount not to exceed \$180,000.00, payable at the rate of \$15,000.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners Consulting Contract with Karas Insurance Services, Inc. for early accident investigation services for the year 2012 in an amount not to exceed \$180,000.00, payable at the rate of \$15,000.00 per month. Motion carried.

Order #39 Agenda #45

In the Matter of Board of Commissioners of the County of Lake – Assignment and Assumption Agreement with Compass Energy Gas Services, LLC and EnergyUSA-TPC Corp.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners of the County of Lake – Assignment and Assumption Agreement with Compass Energy Gas Services, LLC and EnergyUSA-TPC Corp. Motion carried.

Order #40 Agenda #46

In the Matter of Board of Commissioners of the County of Lake – First modification Contract for Services with DSG Lake, LLC to extend agreement to December 31, 2012.

Scheub made a motion, seconded by DuPey, to approve the First modification Contract for Services with DSG Lake, LLC to extend Agreement to December 31, 2012. Motion carried.

Order #41 Agenda #47

In the Matter of Board of Commissioners of the County of Lake – Agreement for Professional Architecture Services for Access Floor Assessment and Correction Action with DLZ Indiana, LLC in an amount not to exceed \$31,000.00.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners of the County of Lake – Agreement for Professional Architecture Services for Access Floor Assessment and Correction Action with DLZ Indiana, LLC in an amount not to exceed \$31,000.00. Motion carried.

Order #42 Agenda #48

In the Matter of Board of Commissioners of the County of Lake – International Fidelity Insurance Company License and Permit Bond – Devcon Security Services Corp, 3880 North 28<sup>th</sup> Terrace, Hollywood, FL 33020.

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the International Fidelity Insurance Company License and Permit Bond – Devcon Security Services Corp, 3880 North 28<sup>th</sup> Terrace, Hollywood, FL 33020. Motion carried.

INTERNATIONAL FIDELITY INSURANCE COMPANY

LICENSE AND PERMIT BOND

THIS BOND REPLACES BOND No. 57BSBFY9009

Bond No. 0571532  
Premium \$100.00

KNOW ALL MEN BY THESE PRESENTS: That we,

Devcon Security Services Corp., 3880 North 28<sup>th</sup> Terrace, Hollywood, FL 33020

As Principal, and International Fidelity Insurance Company, a corporation duly authorized under the laws of the State of New Jersey to become surety on bonds and undertakings, as Surety, are held and firmly bound unto

All Cities, Towns, & Municipalities in Lake County, Indiana

As Obligee in the full and just sum of

Five Thousand and 00/100 -----Dollars, (\$ 5,000.00----- ), lawful money of the United States of America, for which payment, well and truly to be made, the said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applies to said Obligee for a license or permit for:

Permit to install and operate residential and small business low voltage alarm systems

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligee against all loss to it caused by said Principal's breach of any ordinance, rule or regulation relating thereto, then the above obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED, THE LIABILITY OF THE SURETY upon this bond shall be and remain in full force and effect for the full period of the certificate or license, and renewals thereof, issued to the Principal, or until thirty (30) days after receipt by the Obligee of a written notice signed by such Surety, or its authorized agent, stating that the liability of such Surety is thereby terminated and canceled; and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date of such termination.

Sealed with our seal and dated this 23<sup>rd</sup> day of August, 20 11.

Devcon Security Services Corp.  
**Principal**

International Fidelity Insurance Company

By Laura L. Plaisant, Attorney-in-fact

## Order #43 Agenda #49

In the Matter of Board of Commissioners of the County of Lake – The Ohio Casualty Insurance Company Public Employee Dishonesty Coverage Form O – per loss \$15,000.00.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners of the County of Lake – The Ohio Casualty Insurance Company Public Employee Dishonesty Coverage Form O – per loss \$15,000.00. Filed as Document No. 2011-053189 in the Lake County Recorder's Office September 27, 2011. Motion carried.

## Order #44 Agenda #50

In the Matter of Lake County Expense Claims to be allowed Wednesday, September 21, 2011.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, September 21, 2011 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order #45 Agenda #51A

In the Matter of Pay Immediately (hand cut) Checks: August, 2011.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of August, 2011. Motion carried.

## Order #46 Agenda #52

In the Matter of Service Agreements

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

<b>L C CALUMET TOWNSHIP ASSESSOR</b>	W/ M & S Snow Removal
<b>L C SHERIFF</b>	W/ Gateway Business Systems, Inc.
<b>L C SURVEYOR</b>	W/ Advanced Imaging Solutions

## Order #46 Agenda #53

In the Matter of Poor Relief Decisions

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

Doris Towns	Denied
Kimberly Jiles	Approved
Edwina Boatner	Approved
Holly Link	Approved
Jessie Fleming	Approved
Annett Mims	Approved
Brenda Rushing	Approved
Name Inaudible	Approved
Janice Smith	Denied
Toni Trass	Approved
Sharonrose Zane	Approved
Justo Arazoza	Approved
Monica Hill	Approved on condition
Janet Triplett	Approved
Demars Lyons	Approved
Eddie Parrott	Approved
Elnora Brady	Approved on condition
Stanley Ammons	Approved
Belinda Moore	Approved
Emilio Nicto	Approved
Joycestine Tyler	Approved
Lakisha Deshmon	Approved
Melissa Molton	Denied for appellant's failure to appear
Rosie Tyler	Approved
Teairra Gimal	Approved on condition
Joyce Matthews	Approved
William Weeden	Approved
Rochelle Watts	Denied for appellant's failure to appear
Tiffany Jones	Denied for appellant's failure to appear
Alexis Dunlap	Denied for appellant's failure to appear
Joshua Lewis	Denied for appellant's failure to appear
Michael Houston	Denied for appellant's failure to appear
Ashley Gray	Denied for appellant's failure to appear
Elayne Willis	Approved
Candice Cowens	Approved
Sharon Clark	Denied
JoAnna Carter	Approved
Jacob Banks	Approved on condition
Towanna Elder	Approved
Melissa Luter	Approved
Ruth Martinez	Approved on condition
LaKeisha Wortham	Approved on condition
Kristy Jones	Approved
Henry Kelly	Approved
James Turner	Approved

## Order #46 Agenda #53 (cont'd)

Sandra Magee	Approved on condition
Snenaye Edmonds	Approved
Nathaniel Oliver	Approved
Danisha Moore	Approved
Bernard Sanders	Approved
Tiffany Turner	Denied for appellant's failure to appear
Iretta Pack	Denied for appellant's failure to appear
John Petreikis	Denied for appellant's failure to appear
Brian Hubbard	Denied for appellant's failure to appear
Jessie Fleming	Denied for appellant's failure to appear
Tracy Noldin	Denied for appellant's failure to appear
Sophia Thomas	Approved
LaSonya Mcgee	Denied
Judy Givens	Approved on condition
Ronald Richmond	Approved
Larry Tinsley	Denied
Cosie Williams Jr.	Denied
Youlanda Sayles	Approved
Robbie Tate	Approved
Nancy Mejia	Approved
Dwight Williams	Approved
Richard Holloway	Approved on condition
Frankie Harris	Approved
Cynthia Chambers	Approved
Georgia Webster	Denied
NaKet Simmonds	Denied for appellant's failure to appear
Shirley Johnson	Denied for appellant's failure to appear
Sharon Gray	Denied for appellant's failure to appear
KeSheena Brookins	Denied for appellant's failure to appear
NORTH TOWNSHIP TRUSTEE CLIENT CASE SUMMARY	
Dennis Fields	Denial
Kevin Jackson	Approval
Reena Cleveland	Approval
John Perez	Approval
Ivan Wilcox	Denial
Givonia Gaines	Denial
Pearl Heard	Denial
Hansen Davis	Approval
Tyra Taylor	Denial
Lakisha Hayes	Denial
Cynthia Shelling	Denial
Eva Cleveland	Remanded back to Township for more information
Felicia Hollister	Approval
Michelle Jackson	Denial
Theodore Gonzalez	Remanded back to Township
Maribel Solano	Approval
Patricia Monreal	Denial
Quiana Coleman	Denial
Kecia Fason	Approval
Abby Thompson	Approval
Tanya Eldridge	Denial
Jose R. Zayas	Denial, Failure to appear
Cheryl Perez	Approval
Danielle Flores	Denial, Failure to appear
Michelle Henderson	Denial, Failure to appear
Michelle Delvina	Denial
Michelle Jackson	Remanded back to Township for additional information
Reeva Cleveland	Approval
Willie Cobb	Approval
Anna A.	Approval
Jose E. Santiago	Approval
Carmen Carrillo	Denial
Hasin Davis	Approval
Shamica Hohines	Denial
Lucky Jones	Denial
Tynell Crawford	Denial, Failure to appear
Marie Abeyta	Denial
Lorna Williams	No decision
Anthony Dean	Denial, Failure to appear
Cecelia Garcia	Denial, Failure to appear

## Order #47 Agenda #56

In the Matter of Ordinances and Resolutions

Scheub made a motion, seconded by DuPey, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council (Ordinances No. 992C-38 & 1339A & Resolutions No. 11-80 & 11-81). Motion carried.  
(cont'd)

Order #47 Agenda #56 (cont'd)

ORDINANCE NO. 992C-38

ORDINANCE AMENDING THE LAKE COUNTY  
SELF INSURANCE ORDINANCE, ORDINANCE NO. 992C-3

**WHEREAS,** Indiana Code 5-10-8-2.2 and I.C. 5-10-8-2.6 provide that Lake County, as a local unit of government, may provide for group health insurance for its current and retired employees; and

**WHEREAS,** on May 9, 1989, the Lake County Council adopted the Lake County Self Insurance Ordinance, Ordinance No. 992C-3, which in part established the benefits available to Lake County employees and retired employees covered under the Lake County Group Insurance Employee Benefit Program, known as the "Employee Benefit Program"; and

**WHEREAS,** the Employee Benefit Program is funded principally from tax revenues which have decreased substantially in the last three years; and

**WHEREAS,** in order to protect and continue to cover the health insurance benefits for Lake County employees and retired employees it is necessary to amend the Employee Benefit Program.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Lake County Self Insurance Ordinance, Ordinance No. 992C-3, be amended as follows:

**DELETE:**

- 1.F. The coinsurance out of pocket expense will be \$2,000.00 single/\$6,000.00 family (non-network out of pocket is \$3,000.00/single,\$9,000.00 family);
- 1.I. The deductible for pharmaceutical expenses are as indicated below; mail (90 days) deductible tier refers to the mandatory 90 day mail order plan now in effect for maintenance drug users after filling of their first 30 day prescription:

<u>Co Pays</u>	<u>Retail (30 days)</u>	<u>Mail (90 days)</u>
Generic	\$ 5.00	\$ 5.00
Brand Formulary	\$30.00	\$45.00
Non-formulary Brand	\$45.00	\$70.00

Order #47 Agenda #56 (cont'd)

**INSERT:**

- 1.F. The coinsurance out of pocket expense will be \$2,000.00 single/\$6,000.00 family;
- 1.I. The co-pay for pharmaceutical expenses are as indicated below; mail (90 days) co-pay tier refers to the mandatory 90 day mail order plan now in effect for maintenance drug users after filling of their first 30 day prescription:

<u>Co Pays</u>	<u>Retail (30 days)</u>	<u>Mail (90 days)</u>
Generic	\$ 5.00	\$ 5.00
Brand Formulary	\$30.00	\$45.00
Non-formulary Brand	\$45.00	\$70.00



SO ORDAINED THIS 13th DAY OF September, 2011.

*Christine CID*  
 \_\_\_\_\_  
 CHRISTINE CID

*Daniel E. DERNULC*  
 \_\_\_\_\_  
 DANIEL E. DERNULC

*Rick NEMEYER*  
 \_\_\_\_\_  
 RICK NEMEYER

*Ted F. BILSKI*  
 \_\_\_\_\_  
 TED F. BILSKI, President

*Michael C. REPAY*  
 \_\_\_\_\_  
 MICHAEL C. REPAY

*Elsie Franklin*  
 \_\_\_\_\_  
 ELSIE FRANKLIN

*Jerome A. PRINCE*  
 \_\_\_\_\_  
 JEROME A. PRINCE

Members of Lake County Council

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

*Frank DeKeyser*  
 \_\_\_\_\_

*Henry Scheibel*  
 \_\_\_\_\_

*Boonwell Call*  
 \_\_\_\_\_

APPROVED THIS 13th DAY OF September, 2011

Order #47 Agenda #56 (cont'd)

**ORDINANCE NO. 1339A****ORDINANCE CREATING THE HUD NEIGHBORHOOD  
STABILIZATION GRANT FUND (NSP3) FUND NO. 284, A NON-REVERTING FUND**

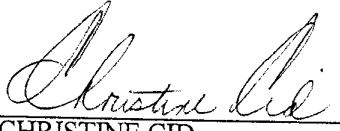
- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** funding approval and a Grant Agreement for Neighborhood Stabilization Program (NSP3) Funds has been entered into between HUD and Lake County in the amount of \$1,613,168.00; and
- WHEREAS,** the Lake County Council desires to create a new Fund, known as the HUD Neighborhood Stabilization Grant Fund (NSP3), Fund No. 284, a Non-Reverting Fund, to be used for the deposit of funds distributed by HUD to Lake County through the Lake County Community Economic Development Department for the Neighborhood Stabilization Program.

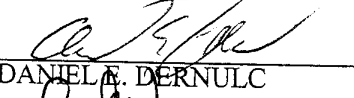
NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

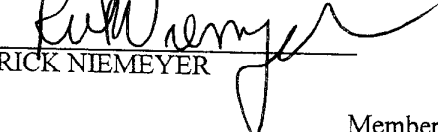
1. That Lake County's HUD Neighborhood Stabilization Grant Fund (NSP3) Fund No. 284, a Non-Reverting Fund, is hereby established for the deposit and use of grant funds distributed to Lake County through HUD'S Neighborhood Stabilization Program.
2. That the moneys received from HUD shall be deposited in the Lake County HUD Neighborhood Stabilization Grant Fund (NSP3), Fund No. 284, and only be used for the purposes as provided under the Housing and Economic Recovery Act of 2008.
3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in Lake County's HUD Neighborhood Stabilization Grant Fund (NSP3), Fund No. 284.
4. All expenditures from the Fund shall be subject to appropriation by the Lake County Council or as otherwise provided by law.


SO ORDAINED THIS 13<sup>th</sup> DAY OF SEPTEMBER, 2011.


Order #47 Agenda #56 (cont'd)


  
 CHRISTINE CID

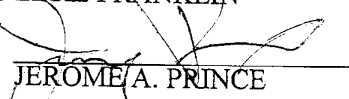
  
 DANIEL E. DERNULC

  
 RICK NIEMEYER

  
 TED F. BLSKI, President

  
 MICHAEL C. RERAY

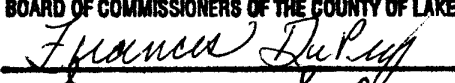
  
 ELSIE FRANKLIN

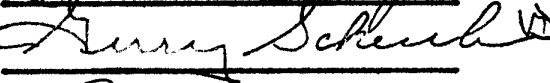
  
 JEROME A. PRINCE

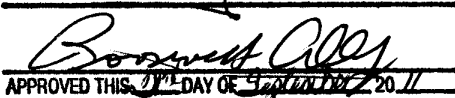
Members of Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
 Frances DuPuy

  
 Jerry Scheuch

  
 Bonnet Alley

APPROVED THIS 21<sup>st</sup> DAY OF SEPTEMBER 2011



Order #47 Agenda #56 (cont'd)

RESOLUTION NO. 11-80

**RESOLUTION HONORING JOHN BARENIE,  
GIANT PUMPKIN CONTEST WINNER AT THE INDIANA STATE FAIR**

**WHEREAS,** JOHN BARENIE of Griffith, Indiana is known by many in The Region for his Halloween season giant pumpkin displays; and

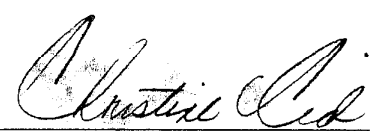
**WHEREAS,** JOHN BARENIE won the Giant Pumpkin Contest weigh-in at the Indiana State Fair on August 13, 2011 with a 1,160 pound pumpkin which outweighed the closest competitor by 152 pounds and was the largest pumpkin MR. BARENIE has grown; and

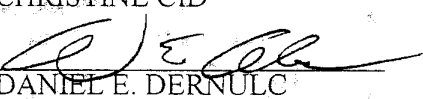
**WHEREAS,** MR. BARENIE'S win at the State Fair comes on the heels of a first place trophy in the Lake County Fair on August 6<sup>th</sup> with a 858.5 pound pumpkin; and


**WHEREAS,** this is the second time MR. BARENIE has won the State competition since it started in 2002; his first win was the event's inaugural year and since then, the competition has been won by growers from Illinois, Kentucky and Ohio.

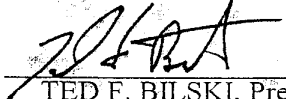
**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JOHN BARENIE, the winner of the Giant Pumpkin Contest at the Indiana State Fair; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the JOHN BARENIE.


**DATED THIS 13<sup>TH</sup> DAY OF SEPTEMBER, 2011.**


  
CHRISTINE CID

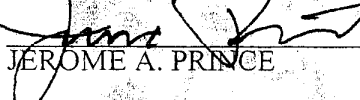
  
DANIEL E. DERNULC

  
RICK NIEMEYER

  
TED F. BILSKI, President

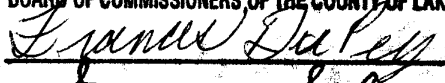
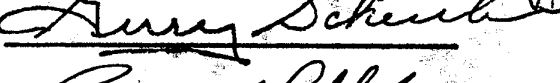

  
MICHAEL C. REPAY

  
ELSIE FRANKLIN

  
JEROME A. PRINCE

Members of Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 14 DAY OF SEPTEMBER 20 11



Order #47 Agenda #56 (cont'd)

RESOLUTION NO. 11-81

**RESOLUTION PERMITTING THE LAKE COUNTY  
AUDITOR TO PAY  
OUTSTANDING 2009 AND 2010 INVOICES/DEBTS FROM THE 2011 BUDGET**

WHEREAS, the Lake County Auditor is currently operating in the 2011 Budget; and  
WHEREAS, the following invoices/debts incurred in the Budget years of 2009 and 2010 have not been paid:

<u>292-0200-43630</u> ESRI	<u>Maintenance &amp; Service Contracts</u> \$ 9,900.00
<u>001-0300-42110</u> Adams Remco	<u>Office Supplies</u> \$ 601.80

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


NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

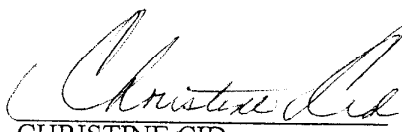
That the following 2009 and 2010 expenses shall be paid from the Lake County Auditor's 2011 Budget:


<u>292-0200-43630</u> ESRI	<u>Maintenance &amp; Service Contracts</u> \$ 9,900.00
<u>001-0300-42110</u> Adams Remco	<u>Office Supplies</u> \$ 601.80

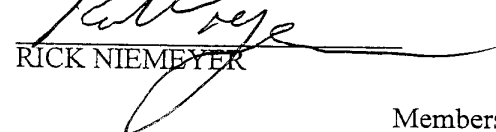



SO RESOLVED THIS 13th day of September, 2011.

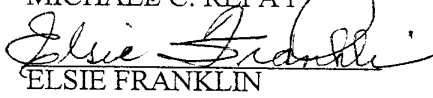
  
 \_\_\_\_\_  
 TED F. BILSKI, President


  
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 CHRISTINE CID

  
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 RICK NIEMEIER


  
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 MICHAEL C. REPAY


  
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 ELSIE FRANKLIN


  
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 JEROME A. PRINCE

Members of Lake County Council

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

  
 \_\_\_\_\_  
 Frances DuPey

  
 \_\_\_\_\_  
 Jerry Scheub

  
 \_\_\_\_\_  
 Boyd

APPROVED THIS 13th DAY OF September 2011

Order #48 Agenda #57A

In the Matter of Appointments: Public Record of Certificates of Appointment from appointments made at the Commissioners meeting of August 17, 2011.

Scheub made a motion, seconded by DuPey, to make a matter of public record the Certificates of Appointment from appointments made at the August 17, 2011 Commissioners meeting (Paul Anderson, Lake County Convention and Visitors Bureau; Tom Hargrove, Northwest Indiana Workforce Board; Lyda Olund, Lake County Board of Health). Motion carried.

Order #49 Agenda #57B

In the Matter of Appointments: Judicial Nominating Commission (1) from each District and (1) Consensus.

Scheub made a motion, seconded by DuPey, to affirm the current appointments to Judicial Nominating Commission – Dist. 1 – Tavis Grant, Dist. 2 – Janet Moran, Dist. 3 – Bobbi Costa and Consensus – Thomas Dabertin, term expires 12/31/11. Motion carried.

Order #50 Agenda #57C

In the Matter of Appointments: Lowell Library Board (2).

Scheub made a motion, seconded by DuPey, to retain Zern Hayden and Mary Bruce for another four year term as appointed members of the Lowell Library Board. Motion carried.

Order #51 Agenda #57D

In the Matter of Appointments: Northwest Indiana Workforce Board (1).

Scheub made a motion, seconded by DuPey, to defer. Motion carried.

Order #52 Agenda #58

In the Matter of Staff Reports

Comes now, John Dull, with a Staff Report regarding a guy by the name of John Barenie who won the State contest for the largest pumpkin at 1,160 pounds in Griffith, Indiana.

Order #52 Agenda #60

In the Matter of Comments from Members of the Board of Commissioners

Comes now, Commissioner Allen, with commentary regarding remarks of Governor Daniels in his book, called *Keeping the Republic: Saving America by trusting Americans*, about Northwest Indiana.

Commissioner Scheub, responded, that he wrote a letter and thought it was really that he, Governor Daniels, would walk away from a half million honest people in Lake County because he didn't like the way they voted.

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

The next Board of Commissioners Meeting will be held on Wednesday, October 19, 2011 at 10:00 A.M.

The following officials were Present:  
Attorney John Dull  
Brenda Koselke

\_\_\_\_\_  
ROOSEVELT ALLEN Jr., PRESIDENT

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

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

ATTEST:

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