

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

There was a moment of silent prayer, asking those present to remember Officer Westerfield GPD; 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 14th day of July, 2014 at about 10:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of July, 2014 at about 10:45 a.m.

Order #1 Agenda #5B

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting.

Additions: Number 21 – Letter of recommendation to Knowlnk; Number 27 – Letter of recommendation to Gariup Construction in the amount of \$2,836,800.00; Number 28 – Letter of recommendation to MidWestern Electric, Inc. in the amount of \$374,369.00; Number 29 – Letter of recommendation to Evans Consoles, Inc. in the amount of \$642,344.00; Number 34A – Release of Tower RFP for Hobart Tower Site; Number 34B – Release of RFP for Communication Shelters/Generators; Number 40G – Request for Property Disposal from the Lake County Clerk; Corrections – none; Deletions – none, Commissioner Repay requested to omit the Addition of Number 34A, Scheub made a motion, seconded by Allen, to delete Item Number 34A. Motion carried.

Scheub made a motion, seconded by Allen, to approve the Additions and deletions to the Agenda, and ordered same to approve and make a matter of public record the Final Agenda and the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #2 Consent Agenda

In the Matter of Consent Agenda – Items #6A a-g; #6B; #6C a.; #6D a-k.

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-g; #6B; #6C a.; #6D a-k). Motion carried.

Order #2 Consent Agenda #6A-a

In the Matter of IDEM: Indiana Department of Environmental Management.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (HARSCO Minerals; CCL Design; US Steel; Indiana Harbor Coke Company LP; Republic Steel; Safety-Kleen Systems; Jupiter Aluminum Corp.; ITR America LLC; Tradebe Treatment and Recycling, LLC; Hermits Lake Pump Station and Force Main; St. Joseph Street Permit; Fritz Enterprises, Inc.; Tradebe Treatment and Recycling, LLC; Indiana Harbor Coke Co., LP; Purdue University Calumet; Indiana Bell Telephone Company, Inc.; Rieth-Riley Construction Co., Inc.; Cintas; Central Teaming Company, Inc.; Carmeuse Lime, Inc.; Huhtamaki, Inc.; Lake County Drainage Board; Phoenix Services, LLC; ArcelorMittal USA LLC). Motion carried.

Order #2 Consent Agenda #6A-b

In the Matter of IDEM: Indiana Department of Natural Resources.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Indiana Department of Natural Resources (Combs Addition Historic District, Gary, IN, Lake County, IN; Singleton Ditch, Lake County). Motion carried.

Order #2 Consent Agenda #6A-c

In the Matter of IDEM: Certificates of Liability Insurance.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (In-Pipe Technology Co., Inc.; R.C. Fire Protection, LLC; Meade Electric Co., Inc.; Dynamic Electric, Inc.; Custom Concrete Co., Inc.; Austgen Electric, Inc.; ArcelorMittal USA Holdings, LLC; Garner Construction, Inc.; Ruane Construction, Inc.; Alex Metz Sewers, Inc.). Motion carried.

Order #2 Consent Agenda #6A-d

In the Matter of IDEM: Continuation Certificates.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Continuation Certificates (Marchione Electric Inc.; John J Rickhoff Sheet Metal Company, Inc.; Dimensional Design Const./Martin Construction; Premium Concrete Services, Inc.). Motion carried.

Order #2 Consent Agenda #6A-e

In the Matter of IDEM: Reinstatement Notices.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Waters Edge Aquascaping Inc.; B&G Seal Coating & Parking Lot Maintenance LLC; Countryside Landscape; Atwood Electric, Inc.; Another Plumbing Company LLC). Motion carried.

Order #2 Consent Agenda #6A-f

In the Matter of IDEM: Cancellation Notices.

Order #2 Consent Agenda #6A-f (cont'd)

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Cancellation Notices (CMG Construction, LLC; Ridge Petroleum Contractors, Inc.; R n B Construction, Inc.; Tuff Shed, Inc.; Darren's Water Proofing and Construction Co; Unlimited Building Services, Inc.; Safe&Sound Inc.; Liberty Storm Group; Tiemans Construction; Asphalt Care Inc.; Angel Landscaping & Snowplowing; Construction & Turnaround Services, LLC; JSM Tree Services, LLC; Marchio Fence Co.). Motion carried.

Order #2 Consent Agenda #6A-g

In the Matter of IDEM: Maintenance Bond.

Scheub made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Maintenance Bond (Ellas Construction Company LLC). Motion carried.

Order #2 Consent Agenda #6B

In the Matter of Vendor Qualification Affidavits

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

M.J. ELECTRIC, LLC
HUNTINGTON PUBLIC CAPITAL CORPORATION
FORERUNNER TECHNOLOGIES, INC.
O'REILLY AUTOMOTIVE STORES, INC.

Order #2 Consent Agenda #6C-a

In the Matter of Treasurer's Departmental Report for the month of May, 2014.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of May 2014. 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 May 2014 as submitted. Motion carried.

Order #2 Consent Agenda #6D (a-k)

In the Matter of Certificates of Liability Insurance for the Lake County Highway Department: LaPorte Construction Co., Inc.; Gariup Construction Co., Inc.; Meade Electric Co., Inc.; V&H Excavating Co., Inc.; Krooswyk Trucking & Excavating; Buckeye Partners, LP; Indiana-American Water Co. Inc.; Monroe Pest Control Co. Inc.; Reichelt Plumbing; M.J. Electric, LLC; Catom Trucking, Inc.

Scheub made a motion, seconded by Allen, to make a matter of public record the Certificates of Liability Insurance for the Lake County Highway Department as follows. Motion carried.

LaPorte Construction Co., Inc.	Gariup Construction Co., Inc.
Meade Electric Co., Inc.	V&H Excavating Co., Inc.
Krooswyk Trucking & Excavating	Indiana-American Water Co. Inc.
Monroe Pest Control Co. Inc.	Reichelt Plumbing
M.J. Electric, LLC	Catom Trucking, Inc.

Order #3 Agenda #7

In the Matter of Resolutions: Board of Commissioners of the County of Lake Resolution honoring Annie Ostojic Indiana State Science and Engineering Fair Champion.

Comes now, Commissioners Scheub, presented and read aloud, Resolution honoring Annie Ostojic Indiana State Science and Engineering Fair Champion, Annie Ostojic present with parents.

Scheub made a motion, seconded by Allen, to make the honorary Resolution a matter of public record. Motion carried.

Order #4 Agenda #8, 9, & 10

In the Matter of Resolutions: Board of Commissioners of the County of Lake Resolution honoring Andean High School Baseball Coach Dave Pishkur.

Comes now, Commissioners Scheub, presented and read aloud, Resolution honoring Andean High School Baseball Coach Dave Pishkur, present.

Order #4 Agenda #8, 9, & 10

In the Matter of Resolutions: Board of Commissioners of the County of Lake Resolution honoring the 2014 Andean High School Baseball Team Class 3A State Champions.

Comes now, Commissioners Scheub, presented and read aloud, Resolution honoring the 2014 Andean High School Baseball Team Class 3A State Champions.

Order #4 Agenda #8, 9, & 10

In the Matter of Resolutions: Board of Commissioners of the County of Lake Resolution honoring Lake Central IHSAA State Champion Discus Gelen Robinson

Comes now, Commissioners Allen, read aloud, Resolution honoring Lake Central IHSAA State Champion Discus Gelen Robinson.

Scheub made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake honorary Resolutions. Motion carried.

Order #5 Agenda #11

In the Matter of L C Highway – Agreement between Gariup Construction Company, Inc. and the Board of Commissioners of the County of Lake for the Rehabilitation of Lake County Bridge No. 217, Calhoun Street over Little Calumet River in an amount not to exceed \$337,000.00.

Allen made a motion, seconded by Scheub, to approve the Agreement between Gariup Construction Company, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Rehabilitation of Lake County Bridge No. 217, Calhoun Street over Little Calumet River in an amount not to exceed \$337,000.00. Motion carried. (SEE FILE "CONTRACTS" FOR ORIGINAL)

Order #6 Agenda #12

In the Matter of L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract Supplement Number 2, EDS No.: A249-11-320146 for the addition of Bridge #365, Dickey Road over the Indiana Harbor Canal, East Chicago that will provide additional engineering services to complete the 2010-2012 Bridge Inspection in an amount not to exceed \$34,130.00.

Allen made a motion, seconded by Scheub, to ratify the approval of L C Highway – Indiana Department of Transportation – County Bridge Inspection Contract Supplement Number 2, EDS No.: A249-11-320146 for the addition of Bridge #365, Dickey Road over the Indiana Harbor Canal, East Chicago that will provide additional engineering services to complete the 2010-2012 Bridge Inspection in an amount not to exceed \$34,130.00. Motion carried.

Order #7 Agenda #13

In the Matter of L C Highway – Supplemental Agreement No. 2 between HWC Engineering, Inc. and the Board of Commissioners of the County of Lake for Lake County Bridge #240, Hohman Avenue over Grand Calumet River to do additional design engineering and right of way services in an amount not to exceed \$41,740.00.

Allen made a motion, seconded by Scheub, to approve L C Highway – Supplemental Agreement No. 2 between HWC Engineering, Inc. and the Board of Commissioners of the County of Lake for Lake County Bridge #240, Hohman Avenue over Grand Calumet River to do additional design engineering and right of way services in an amount not to exceed \$41,740.00. Motion carried.

Order #8 Agenda #14

In the Matter of L C Highway – Supplemental Agreement No. 1 between DLZ Indiana, LLC and the Board of Commissioners of the County of Lake for the rehabilitation of Lake County Bridge #252, Old Ridge Road over Deep River to do additional design engineering and right of way services in an amount not to exceed \$20,600.00.

Allen made a motion, seconded by Scheub, to approve the L C Highway – Supplemental Agreement No. 1 between DLZ Indiana, LLC and the Board of Commissioners of the County of Lake for the rehabilitation of Lake County Bridge #252, Old Ridge Road over Deep River to do additional design engineering and right of way services in an amount not to exceed \$20,600.00. Motion carried.

Order #9 Agenda #15

In the Matter of L C Highway – Bridge Construction Contract between LaPorte Construction Co., Inc. and the Board of Commissioners of the County of Lake for the replacement of Bridge No. 108, Colfax Street over Brown Ditch in an amount not to exceed \$459,765.42.

Allen made a motion, seconded by Scheub, to ratify approval of L C Highway – Bridge Construction Contract between LaPorte Construction Co., Inc. and the Board of Commissioners of the County of Lake for the replacement of Bridge No. 108, Colfax Street over Brown Ditch in an amount not to exceed \$459,765.42. Motion carried.

Order #10 Agenda #16

In the Matter of L C Highway – Town of Griffith request for Lake County to assume future inspection, maintenance and repair of the bridge on Arbogast Road over Cady Marsh Ditch upon completion of the replacement and inspection.

Allen made a motion, seconded by Scheub, to approve the Town of Griffith request for Lake County to assume future inspection, maintenance and repair of the bridge on Arbogast Road over Cady Marsh Ditch upon completion of the replacement and inspection, as requested by the Highway Superintendent. Motion carried.

Order #11 Agenda #17

In the Matter of L C Highway – Memorandum of Understanding between Kankakee Valley Historical Society (KVHS) and the Board of Commissioners of the County of Lake for the donation of Lake County Bridge #2 over the Kankakee River to KVHS to be ratified.

Allen made a motion, seconded by Scheub, to approve L C Highway – Memorandum of Understanding between Kankakee Valley Historical Society (KVHS) and the Board of Commissioners of the County of Lake for the donation of Lake County Bridge #2 over the Kankakee River to KVHS. Motion carried.

Order #12 Agenda #18

In the Matter of L C Highway – Road Use Bonds from CSX Railroad for Clark Road-State Road 2 south to 205th Avenue approximately 3 miles and Monon Road-205th Avenue south to 221st Avenue approximately 2 miles in an amount of \$300,000.00 per mile for each mile traveled.

Allen made a motion, seconded by Scheub, to approve the Road Use Bonds from CSX Railroad for Clark Road-State Road 2 south to 205th Avenue approximately 3 miles and Monon Road-205th Avenue south to 221st Avenue approximately 2 miles in an amount of \$300,000.00 per mile for each mile traveled, and ordered same to approve the waiver of weight limit requirement, grant waiver. Motion carried.

Order #13 Agenda #19

In the Matter of L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for Job #9368275 located at 16016 Eastview Pl., Cedar Creek Township, located in SE ¼ section 14, SW ¼ section 13, SE ¼ section 12, & NE ¼ section 12, T33N-R9W.

Allen made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for Job #9368275 located at 16016 Eastview Pl., Cedar Creek Township, located in SE ¼ section 14, SW ¼ section 13, SE ¼ section 12, & NE ¼ section 12, T33N-R9W. Motion carried.

Order #14 Agenda #20

In the Matter of L C Juvenile Center – BIDS: Food, Bread and Dairy Products for the period of July 1, 2014 to December 31, 2014, to be ratified.

The Board having previously taken the bids under advisement does hereby ratify the award of the bids for Food, Bread & Dairy Products to U.S. Foods \$37,783.43 for Food Products, to Clovercrest Dairy \$3,320.69 for Dairy Products and ordered approval to seek the open market for bread products to Alpha Baking Co., as recommended, for the period of July 1, 2014 to December 31, 2014 for the Lake County Juvenile Center, upon a motion made by Scheub made a motion, seconded by Allen. Motion carried.

Letter of Recommendation

June 19th, 2014

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

Lake County Board of Commissioners:

We have tabulated and reviewed the Food, Bread & Dairy bids for the Second Half of 2014, and the results of the tabulations are indicated on the attached Food, Bread and Dairy worksheet.

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

U.S. Foods 800 Supreme Drive Bensenville, IL 60106	We recommend the only bid for all Food Classes, 1 through 15, totaling \$37,783.43 be accepted.
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Clovercrest Dairy 3400 179 th St. Suite 3A Hammond, IN 46323	We recommend the only bid of \$3,320.69 for Dairy products be accepted.
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Having received no bid for bread products, we ask to go to the open market. We currently use as a vendor:

Alpha Baking Co.
36230 Treasury Center,
Chicago, IL 60694

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, Jr./d.h.
MICHAEL REPAY/k.b.
GERRY SCHEUB/v.d.
RATIFIED THIS 16TH DAY OF July 20 14

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

Sincerely,
Dan Arendas, Assistant Superintendent
Lake County Juvenile Center

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, Jr./d.h.
MICHAEL REPAY/k.b.
GERRY SCHEUB/v.d.
APPROVED THIS 26TH DAY OF June 20 14

Cc: E.R. Bennett, Superintendent
Lake County Juvenile Center

Order #15 Agenda #21

In the Matter of L C Elections and Registration – BIDS: E-Poll Book Information Technology System.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **KnowInk**, 315 Lemay Ferry Road, Suite 120, St. Louis, MO 63125, with \$943,075 for E-Poll Book Information Technology System for the Lake County Board of Elections and Registration, upon a motion made by Scheub made a motion, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for E-Poll Book Information Technology System for the L.C. Board of Elections and Registration, 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:

KnowInk LLC W/ *Commerce Bank* bid security cashier's check is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for E-POLL BOOK INFORMATION TECHNOLOGY SYSTEM FOR THE LAKE CO. ELECTIONS AND REGISTRATION FOR \$943,075 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: July 16, 2014

MICHAEL REPAY
GERRY SCHEUB
ROOSEVELT ALLEN, Jr.

KnowInk LLC

Cont'd.

Order #15 Agenda #21 cont'd

Letter of Recommendation

July 16, 2014

Michael C. Repay, President
Lake County Commissioners
2293 N Main Street
Crown Point, IN 46307

Re: E-Poll Book Bids

Dear Commissioner Repay,

At the Lake County Board of Elections and Registration meeting yesterday, July 15th, the Board voted unanimously to recommend Knowlnk for our E-Poll Book vendor. They are the lowest and most responsible bidder for the items included in their proposal. This letter is our acknowledgement of that recommendation.

If you have any questions in this matter please don't hesitate to call me at 755-3819.

Respectfully submitted,

Michelle R. Fajman Patrick E. Gabrione
Director, Assistant Director,

Lake County Board of Elections and Registration

MRF/pjm
Cc: files

Order #16 Agenda #22

In the Matter of L C Assessor –BIDS: Cyclical Reassessment, Annual Trending & Related Services.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Nexus Group, Inc.**, 582 N. Indiana Avenue, Crown Point, IN 46307, with \$3,684,000.00 for Cyclical Reassessment, Annual Trending & Related Services for the Lake County Assessor, upon a motion made by Allen made a motion, 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 Cyclical Reassessment, Annual Trending & Related Services for the L.C. Assessor Office, 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:

NEXUS GROUP INC. *W/ No bid bond* is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CYCLICAL REASSESSMENT, ANNUAL TRENDING & RELATED SERVICES FOR THE LAKE CO. ASSESSOR FOR \$3,684,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: July 16, 2014

MICHAEL REPAY NEXUS GROUP INC.
GERRY SCHEUB
ROOSEVELT ALLEN, Jr.

Cont'd.

Order #16 Agenda #22 cont'd

Letter of Recommendation

Jolie Covaciu
LAKE COUNTY ASSESSOR



AREA CODE 219
755-3100
FAX 219-755-3022

Office of the Lake County Assessor

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

July 8, 2014

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

RE: Contract for the Cyclical Reassessment Annual Trending and Related Services

Dear Commissioners:

Recommendation: Upon reviewing the bids for the cyclical reassessment, annual trending and related services, we are respectfully requesting approval of the bid submitted by Nexus Group on June 18, 2014.

Process: The Office of the Lake County Assessor submitted a request for proposals to the public at large satisfying the advertising and bid process. This request included specific criteria regarding the areas of service required. All of the proposals received were reviewed in their entirety.

Basis of Recommendation: We received two (2) bids: Tyler Technologies and Nexus Group. Each of these bids was reviewed and the key information was assembled on the enclosed worksheet summarizing and comparing the two (2) bid proposals and the underlying companies. See Exhibit 1. A review of the enclosed worksheet illustrates some of the differences between the two companies involved, quality of product, familiarity with Lake County and the scope of the project.

Tyler Technologies: A review of the criteria set forth in the bid proposal indicates that Tyler Technologies has significant limitations due to the fact that they are not a local assessment company. According to their bid proposal, Tyler will not provide more than one (1) meeting per week with the local Assessor. Tyler does not have a local project manager nor do they have a project manager that lives within the stipulated thirty (30) miles of Lake County. Tyler Technologies does not have a Lake County office. This

Order #16 Agenda #22 cont'd

Letter of Recommendation

underscores Tyler's inability to commit to re-inspection of any properties upon request by the County Assessor when a discrepancy or concern arises, the need for Lake County to provide office space or computer support and Tyler's failure to commit to the time frame for completing any appeals.

In addition, Tyler states that their most comparable project to Lake County in size and scope is LaPorte County's 2012 General Reassessment. However, in comparing the Lake County parcels to LaPorte County parcels, it should be noted that Lake County has over 250,000 parcels (over 109,000 of those are in under the County Assessor's jurisdiction) while LaPorte County has a total parcel count of only 70,000 parcels of which Tyler only handled the reassessment of the commercial and industrial. .

Finally, other than the 2002 General Reassessment performed by Cole, Layer, Trumble (CLT) a division of Tyler Technologies, Lake county has had no other experience with this vendor. It should be noted that the 2002 reassessment resulted in approximately 28,000 appeals and that 6,000 appeals remained to be heard, addressed or to be resolved at the end of the contract.

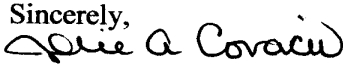
Nexus Group: The bid proposal submitted by Nexus Group addressed all of the criteria specified in the request for the bid proposal for the cyclical reassessment, annual trending and related services. As you review the attached summary you will note that the Nexus Group not only has an office located in Lake County, but also has a project manager that resides locally. As a result, Nexus Group has indicated that they will update the local Assessor as frequently as daily, has committed to re-inspection of properties upon request by the local Assessor and will not require the County to provide office space or computer support in completing the project.

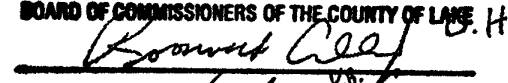
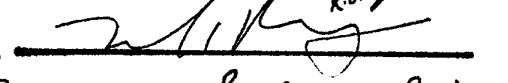
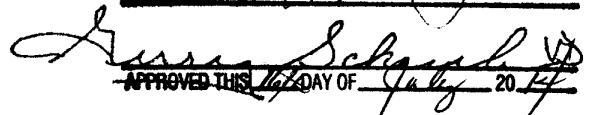
In addition, Nexus Group performed the 2012 reassessment for Lake County that resulted in only 3,000 appeals and more importantly, there were no appeals remaining at the end of their contract.

Over the past ten (10) years, Nexus Group has a proven service record with Lake County. The County has enjoyed significant success with Nexus Group in increasing the overall AV in the county ranging from projects involving large industry, regional shopping malls and riverboat casinos. This increase in AV resulted in an estimated savings or increased tax revenues to Lake County of nearly \$92 million dollars. Finally, Nexus Group has assisted in reviewing Indiana State Tax Board (IBTR) decisions and Frank Kelly and Jeff Wench of the Nexus Group have provided litigation support to Lake County and have testified as expert witnesses supporting their assessment values.

Based upon the above, we feel that Nexus Group is the most qualified to meet all of the specifications in a professional and timely manner.

Thank you for your cooperation in this matter.

Sincerely,

 Jolie A. Covaciu
 Lake County Assessor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



 APPROVED THIS DAY OF July 20 14

Order #17 Agenda #23

In the Matter of L C Auditor/Treasurer – Financial Consulting Contract Amendment to the Agreement entered into on November 20, 2013 between J.M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake to extend for the period of July 1, 2014 to December 31, 2014 in an amount not to exceed \$12,000.00 payable at the rate of \$2,000.00 per month.

Scheub made a motion, seconded by Allen, to approve the Financial Consulting Contract Amendment to the Agreement entered into on November 20, 2013 between J.M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor and Lake County Treasurer to extend for the period of July 1, 2014 to December 31, 2014 in an amount not to exceed \$12,000.00 payable at the rate of \$2,000.00 per month. Motion carried.

Order #18 Agenda #24

In the Matter of L C Auditor – Agreement between Government Fixed Asset Services, Inc. and the Board of Commissioners of the County of Lake for financial reporting of capital assets for the fiscal year ending 12/31/13 per GASB Statement No. 34 in an amount not to exceed \$9,950.00 plus expenses.

Scheub made a motion, seconded by Allen, to approve Agreement between Government Fixed Asset Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for financial reporting of capital assets for the fiscal year ending 12/31/13 per GASB Statement No. 34 in an amount not to exceed \$9,950.00 plus expenses. Motion carried.

Order #19 Agenda #25

In the Matter of L C Data Processing – Memorandum of Understanding for the extraction of bulk data from Lake County's Automated Case Management System between Drivers History Information and the Board of Commissioners of the County of Lake.

Scheub made a motion, seconded by Allen, to approve the Memorandum of Understanding for the extraction of bulk data from Lake County's Automated Case Management System between Drivers History Information and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing. Motion carried.

Order #20 Agenda #26

In the Matter of L C Fairgrounds – Declaration of emergency concerning the Lake County Fairgrounds transformer. M.J. Electric installed pole and transferred the existing transformer and removed the existing pole in the amount of \$6,690.00.

Scheub made a motion, seconded by Allen, to approve the Declaration of emergency concerning the Lake County Fairgrounds transformer. M.J. Electric installed pole and transferred the existing transformer and removed the existing pole in the amount of \$6,690.00 on behalf of the L C Fairgrounds Department. Motion carried.

Order #21 Agenda #27

In the Matter of L C 911 – BIDS: Contract award for E911 Build-out at the Lake County Government Center.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Gariup Construction Co., Inc.**, 3695 Harrison Street, Gary, IN 46408, with \$2,836,800.00 for the E911 Build-out at the Lake County Government Center for the L C 911 Department, upon a motion made by Allen made a motion, 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 E911 Build-out at the LCGC for the L.C. 9-1-1 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:

GARIUP CONSTRUCTION CO. INC.
hereby approved by the Board of Commissioners.

W/ Continental Casualty Company in the amount of 5% of total bid is

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 E911 BUILD-OUT AT THE LAKE COUNTY GOVERNMENT CENTER FOR LAKE CO. E911 FOR \$2,836,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: July 16, 2014

MICHAEL REPAY
GERRY SCHEUB
ROOSEVELT ALLEN, Jr.

GARIUP CONSTRUCTION CO. INC.

Letter of Recommendation

July 14, 2014

WOLD ARCHITECTS ENGINEERS
110 North Brockway St
Two Hundred Twenty
Palatine, IL 60067

Brian Hitchcock
911 Executive Director
2293 North Main Street
Crown Point, IN 46307

Re: Lake County 911 Consolidation Project
Commission No. 143001

Dear Brian:

On Wednesday, July 9, 2014 at 9:30 a.m., we received bids from eight (8) different general contractors for the new 911 renovation project. A bid tabulation identifying the general contractors and their respective bid numbers is attached for your review.

We have reviewed all opened bids and found no discrepancies in the documents. Please note that the Contractors' 1% option for being a local business will not affect who is the low bidder. It is our recommendation that the Board of Commissioners award the construction contract to the lowest qualified bidder; Gariup Construction, for the base contract amount of \$2,836,800.

Please feel free to contact me if you have any questions.

Sincerely,

WOLD ARCHITECTS ENGINEERS

/s/ Kirsta Ehmke

cc: Bob Rehder, Lake County
Matt Verdun, Wold
Roger Schroepfer, Wold

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Roosevelt Allen Jr./d.h.
Michael Repay/k.b.
Gerry Scheub/vd
APPROVED THIS 16TH DAY OF July 20 14

Order #22 Agenda #28

In the Matter of L C 911 – PROPOSALS: Contract award for Lake County Government Center Communications Tower.

The Board having previously taken the proposals under advisement does hereby accept the recommendation to award **Midwestern Electric, Inc.**, with \$374,369.00 for Lake County Government Center Communications Tower, upon a motion made by Allen made a motion, 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 LCGC Communications Tower for the L.C. 9-1-1 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:

MIDWESTERN ELECTRIC INC. *W/ No bid bond* is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for COMMUNICATIONS TOWER AT THE LAKE COUNTY GOVERNMENT CENTER FOR LAKE CO. E911 FOR \$374,369.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: July 16, 2014

MICHAEL REPAY MIDWESTERN ELECTRIC INC.
 GERRY SCHEUB
 ROOSEVELT ALLEN, Jr.

Letter of Recommendation

TO: Lake County Commissioners
 FROM: Lake County 911 Executive Director
 Brian Hitchcock

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 Roosevelt Allen Jr./d.h.
 Michael Repay/k.b.
 Gerry Scheub/vd
 APPROVED THIS 16TH DAY OF July 20 14

DATE: July 16, 2014

REFERENCE: Government Center 911 Communications Tower

As part of the Lake County 911 Consolidation, it has been determined that a communications tower would be needed at the Lake County Government Center in Crown Point. An RFP process was initiated and ended without any bidders. A second process was performed with four bid responses:

Company	Cost
Tower Works Inc., Maple Park, IL	\$278,990
MidWestern Electric Inc., East Chicago, IN	\$374,369
MJ Electric LLC, Glen Ellyn, IL	\$838,478
Electronics Research Inc, Chandler, IN	\$1,180,567

Upon reviewing the submitted proposals, the lowest bidder (Tower Works Inc.) was found to be non-compliant. The only items submitted in this bid were a cost breakdown, a warranty and County required paperwork. Pertinent information was not submitted by the vendor (as required in the RFP) to make a positive recommendation. Midwestern Electric Inc. was the next lowest bid and was found to be in complete compliance with the RFP. The final two bidders in this process would be cost prohibitive to facilitate. Attached to this request for approval is consultant Mazzitello's recommendation to approve Midwestern Electric Inc. I am requesting approval to contract with Midwestern Electric, Inc. in the amount of \$374,369 to build the communications tower at the Lake County Government Center.

Order #23 Agenda #29

In the Matter of L C 911 – Request for additional information/clarification concerning the Bids turned in for 911 Console Furniture.

Allen made a motion, seconded by Scheub, to ratify the approval of L C 911 – Request for additional information/clarification concerning the Bids turned in for 911 Console Furniture. Motion carried.

Order #24 Agenda #30

In the Matter of L C 911 – BIDS: Contract award for 911 Console Furniture.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Evans Consoles, Inc.**, 1577 Spring Hill Road, Suite 450, Vienna VA, 22182, with \$642,344.00 for 911 Console Furniture, upon a motion made by Allen made a motion, 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 911 Console Furniture for the L.C. 9-1-1 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:

EVANS CONSOLES INC. *W/ Bank of Montreal bid security check* is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for 911 CONSOLE FURNITURE FOR LAKE CO. E911 FOR \$642,344.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: July 16, 2014

MICHAEL REPAY EVANS CONSOLES INC.
 GERRY SCHEUB
 ROOSEVELT ALLEN, Jr.

Letter of Recommendation

TO: Lake County Commissioners
 FROM: Lake County 911 Executive Director
 Brian Hitchcock

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 Roosevelt Allen Jr./d.h.
 Michael Repay/k.b.
 Gerry Scheub/vd
 APPROVED THIS 16TH DAY OF July 20 14

Order #24 Agenda #30 cont'd

DATE: July 16, 2014

REFERENCE: Government Center 911 Dispatch Console Furniture

As part of the Lake County 911 consolidation, console furniture will be needed for the consolidation project. It has been determined that 35 Dispatch consoles would be needed (30 operating positions, 1 supervisory position and 4 training positions). A request for proposal process was completed. Three vendors have submitted qualifying bids: Watson Furniture, Eaton Furniture and Evans Furniture.

The consoles in the 911 center will be utilized 24 hours per day and will need to last the 20 years that we have bonded for the project. The consoles must be durable and be of high quality to endure the usage and length of service needed. The vendors responses were judged on price, conformance/completeness of the proposal, product design, product quality and warranty. Watson Furniture attained an overall score of 71, Eaton with a score of 70 and Evans furniture with a score of 85 out of 100 possible points.

It has been determined that Evans consoles fit the needs of 911 dispatch center with the lease conformance issues noted in this proposal process. I am recommending at this time approval of a contract with Evans Consoles Incorporated for the purchase of 35 Dispatch consoles in the amount of \$642,344.

Order #25 Agenda #31

In the Matter of L C 911 – Enhanced 9-1-1 Service Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated and the Board of Commissioners of the County of Lake on behalf of Lake County 911 in the amount of \$13,751,743.60.

Allen made a motion, seconded by Scheub, to approve the Enhanced 9-1-1 Service Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated and the Board of Commissioners of the County of Lake on behalf of Lake County 911 in the amount of \$13,751,743.60. Allen spoke, noting that the County was able to reach an agreement with AT&T for less than the anticipated amount. Motion carried.

**MUNICIPAL EQUIPMENT SERVICE AGREEMENT**Agreement No. **2094300**Date: **July 8, 2014**

Customer:

**LAKE COUNTY, INDIANA
2293 N. MAIN STREET
LAKE COUNTY GOVERNMENT CENTER
CROWN POINT, IN 46307**

Lender:

**AT&T Capital Services, Inc.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192**

TERMS AND CONDITIONS

1. AGREEMENT: Customer hereby agrees to finance from Lender the Service described on the Supplementary Agreement of this Municipal Equipment Service Agreement ("Agreement"). It is expressly understood that the term "Service" shall include, but is not limited to the service(s) described on the Supplementary Agreement and any associated items therewith, including operating system software and application software or equipment as a platform for the service. Any reference to "Agreement" shall mean this Agreement, including the Opinion of Counsel, the Acceptance Certificate, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof.

As conditions precedent to Lender's obligation to purchase any Service, (a) Customer shall execute this Agreement, and all Agreement documents including the Acceptance Certificate, Opinion of Counsel, and any other documentation required by Lender, and (b) there shall have been no material adverse change in Customer's financial condition.

2. TERM: The term for each Agreement shall commence on the date of execution of an Acceptance Certificate or twenty (20) days after the delivery of the Service to the Customer ("Commencement Date"), and unless earlier terminated as provided for in the Agreement, shall continue for the number of whole months or other payment periods set forth in the applicable Schedule ("Term"), commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Term may be earlier terminated upon: (a) the nonappropriation of funds pursuant to Section 4 herein, (b) an Event of Loss pursuant to Section 14, or (c) an Event of Default by Customer and Lender's election to cancel this Agreement pursuant to Section 17.

3. PAYMENTS: Customer agrees to pay Lender payments through the Term and throughout any extensions of the Term. Payments shall be the amount equal to the Payment amount specified in the Schedules multiplied by the amount of the total number of Payments specified therein. Customer shall pay Payments in the amount and on the due dates specified by Lender until all Payments and all other amounts due under the Agreement have been paid in full. If the Agreement Commencement Date is other than the first day of a month, Customer shall make an initial payment on the Agreement Commencement Date in an amount equal to one-thirtieth of the Payment specified in the Schedules for each day from the Agreement Commencement Date (including the Agreement Commencement Date) through the last day of such month (including that day).

"Price" shall mean the actual purchase price of the Service. If the Price is increased or decreased as a result of a change in the actual purchase price of the Service, Customer authorizes Lender to adjust the Payments accordingly.

Order #25 Agenda #31 cont'd

Any sum received later than ten (10) days after its due date will bear interest from such due date at the rate of 1½% per month, but not exceeding the lawful maximum, if any, until paid. All sums to be paid as provided herein shall be payable to Lender at its address set forth above or such other place as Lender directs in writing.

4. NONAPPROPRIATION: This Section is applicable only if the inclusion of such a nonappropriation provision is required by state law, regarding financing by a state or local government. Customer's obligations to pay Payments and any other amounts due for each fiscal period is contingent upon approval of the appropriation of funds by its governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Agreement, Customer may terminate the Agreement effective on the first day of such fiscal period ("Termination Date"), if: (a) Customer has used due diligence to exhaust all funds legally available; and (b) Lender has received written notice from Customer at least thirty (30) days before the Termination Date. Upon the occurrence of such nonappropriation, Customer shall not be obligated for Payments for any fiscal period for which funds have not been so appropriated, and Customer shall deliver the Service to Lender on the Termination Date, packed for shipment in accordance with the manufacturer's specifications, freight prepaid and insured to any location in the continental United States designated by Lender.

5. USE: Customer shall keep the Service in good working order, repair, appearance and condition, reasonable wear and tear excepted. Customer shall comply with all laws, ordinances, insurance policies and regulations relating to the Service, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. The Service will not be removed from the Service Location without Lender's prior written consent, which will not be unreasonably withheld. Lender will be entitled to enter upon the premises where the Service is located during reasonable business hours to inspect the Service or observe its use and operation.

6. DELIVERY: All transportation, delivery and installation costs shall be borne by Customer. Lender is not and shall not be liable for specific performance of this Agreement or for damages if for any reason the supplier delays or fails to fill the order or if the Customer negotiates in bad faith prior to payment by Lender to the supplier. Any delay in delivery by the supplier shall not affect the validity of this Agreement.

7. NON-CANCELLABLE NET AGREEMENT: Subject only to the provisions of Section 4 herein, Customer's obligations under the Agreement are absolute and unconditional, and shall not be subject to any delay, reduction, setoff, defense, counterclaim or recoupment for any reason including any failure of the Service, or any misrepresentation of any supplier, manufacturer, installer, vendor or distributor. Lender is not responsible for the delivery, installation, maintenance or operation of the Service.

8. WARRANTIES: Lender and Customer acknowledge that third-party warranties, if any, inure to the benefit of Customer. Customer agrees to pursue any warranty claim directly against such third party and shall not pursue any such claim against Lender. Customer shall continue to pay Lender all amounts payable under any Agreement under any and all circumstances.

9. QUIET ENJOYMENT: During the Term, Lender shall not interfere with Customer's quiet enjoyment and use of the Service provided that an Event of Default (as hereinafter defined) has not occurred.

10. TAXES AND FEES: Unless Customer first provides proof of exemption therefrom, Customer shall promptly reimburse Lender, upon demand, as an additional sum payable under this Agreement, or shall pay directly if so requested by Lender, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, whether assessed against Customer or Lender, relating to the purchase, ownership, leasing, or use of the Service or the Payments, excluding all taxes computed upon the net income of Lender.

11. DISCLAIMER OF WARRANTIES AND DAMAGES: CUSTOMER ACKNOWLEDGES THAT (a) THE SIZE, DESIGN, CAPACITY OF THE SERVICE AND THE SUPPLIER HAVE BEEN SELECTED BY CUSTOMER; (b) LENDER IS NOT A MANUFACTURER, SUPPLIER, DEALER, DISTRIBUTOR OR INSTALLER OF THE SERVICE; (c) NO MANUFACTURER OR SUPPLIER OR ANY OF THEIR REPRESENTATIVES IS AN AGENT OF LENDER OR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF AN AGREEMENT; AND (d) EXCEPT FOR LENDER'S WARRANTY OF QUIET ENJOYMENT, LENDER HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE DESIGN, QUALITY, CAPACITY, MATERIAL, WORKMANSHIP, OPERATION, CONDITION, MERCHANTABILITY OR

Order #25 Agenda #31 cont'd

FITNESS FOR A PARTICULAR PURPOSE, HIDDEN OR LATENT DEFECT OF THE SERVICE OR ANY PORTION THEREOF, OR AS TO ANY PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. CUSTOMER RECEIVES THE SERVICE "AS IS, WHERE IS".

LENDER SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY SORT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY OR NEGLIGENCE, AND WHETHER RESULTING FROM USE OF THE SERVICE OR BREACH OF THE AGREEMENT OR OTHERWISE, EXCEPT FOR DIRECT, SPECIFIC DAMAGES FOR LENDER'S BREACH OF A AGREEMENT OR FOR PERSONAL INJURY OR PROPERTY DAMAGE ONLY TO THE EXTENT CAUSED BY LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer represents, covenants and warrants to Lender that: (a) Customer is a public body corporate and politic, duly organized and validly existing, and has the power to execute, deliver and perform each Agreement, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and any Schedules and related documents, and Customer has complied with such public bidding requirements as may be applicable to this Agreement and any Schedules and related documents and the acquisition by Customer of the Service thereunder; (b) the person executing this Agreement and any Schedules and related documents on behalf of Customer has been given authority to bind Customer; (c) this Agreement and all related documents have been duly authorized and constitute valid, legal and binding obligations of Customer, enforceable in accordance with their terms; (d) there are no actions or proceedings pending or threatened against Customer which, if adversely determined, will have a material adverse effect on the ability of Customer to perform its obligations under a Agreement; (e) the execution, delivery and performance of this Agreement and any Schedule and compliance with the provisions hereof and thereof by Customer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Customer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Customer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Customer or to which it is subject; (f) Customer qualifies as a state or a political subdivision of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended ("Code"); (g) Customer will not do or cause to be done any act which will cause, or by omission of any act allow, the Agreement to be an arbitrage bond within the meaning of Section 148(a) of the Code; (h) Customer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Payments and Customer will not take any action which, or omit to take any action which, would adversely affect the exemption of the interest component of Payments from federal income taxation; (i) Customer shall file Internal Revenue Form 8038-G or Form 8038-GC, as applicable; (j) Customer will be the only entity to own, use and operate the Service during the Term and solely to perform essential governmental functions; and (k) the obligation of Customer to pay Payments shall constitute a current expense of Customer and is not in contravention of any applicable limitation of indebtedness.

13. INSURANCE: At its expense, Customer shall keep the Service insured against all risks of loss and damage with companies acceptable to Lender for an amount equal to the original cost of the Service, with Lender named as a loss payee. Customer shall also maintain comprehensive general liability insurance, with Lender named as an additional insured. Customer shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lender. Customer shall pay the premiums therefor and deliver to Lender certificates of insurance or other evidence satisfactory to Lender of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Agreement Commencement Date of each Schedule and from time to time as Lender may request. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lender that it will give Lender thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. Customer may self-insure with respect to the required coverages with Lender's prior written consent. Customer hereby irrevocably appoints Lender as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. In case of the failure of Customer to procure or maintain said insurance, Lender shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Customer. In that event, all moneys spent by and expenses of Lender in effecting such insurance or compliance shall be deemed to be additional sums due under the Agreement, and shall become due and owed forthwith with interest at 18% per annum or such other maximum lawful contract rate as is otherwise allowed by law if less than 18% and Customer will pay the same with the periodic Payment next due after receipt of notice from Lender.

Order #25 Agenda #31 cont'd

14. CASUALTY LOSS: Customer assumes all risk of loss or damage related to the use of the Service from any cause whatsoever. If the Service, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Customer shall promptly notify Lender. Customer shall, at its option: (a) immediately place the affected Service in good condition and working order, (b) replace the affected item with like Service of equal or greater value, in good condition, and transfer clear title thereto to Lender, or (c) to the extent permitted by law, pay to Lender, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected Service, plus any other unpaid amounts then due under the Agreement. If an Event of Loss occurs as to part of the Service for which the SLV is paid, a prorata amount of each Payment shall abate from the date the SLV payment is received by Lender. The SLV shall be an amount equal to the sum of the residual value of the Service (if applicable) plus the sum of all future Payments from the last Payment date to the end of the Agreement Term with such Payments discounted to present value at a rate equal to three percent (3%) for the remaining Agreement Term, or if such rate is not permitted by law, then at the lowest permitted rate.

15. INDEMNITY: To the maximum extent permitted by applicable law, Customer shall indemnify Lender against, and hold Lender harmless from, and covenants to defend Lender against, any and all losses, claims, liens, encumbrances, suits, damages, and liabilities (and all costs and expenses including, without limitation, reasonable attorneys' fees) related to the Agreement including, without limitation, the selection, purchase, delivery, ownership, condition, use, operation of the Service, or violation of the software sublicense, or arising by operation of law (excluding the gross negligence or willful misconduct of Lender). Customer shall assume full responsibility for, or at Lender's sole option, reimburse Lender for the defense thereof. This Section shall survive the termination of the Agreement with respect to acts or events occurring or alleged to have occurred or otherwise attributable to the period prior to the return of the Service to Lender.

The Agreement is entered into based upon the assumption that the interest portion of the Payments will not be includable in Lender's gross income for federal income tax purposes. If Customer causes Lender's after-tax economic yield to be adversely affected, to the extent permitted by law, Customer shall pay Lender, on demand, an amount which will cause Lender to have the same economic return had such a loss not occurred.

16. DEFAULT: Customer shall be in default under this Agreement upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Customer to pay any Payments or other amounts payable under any Schedule for a period of ten (10) days or more, (b) failure by Customer to perform any term or condition hereunder, it being agreed that default under one Schedule shall constitute a default under this Agreement and all associated Schedules with Lender, (c) the inaccuracy of any material representation or warranty made by the Customer or any guarantor hereof in connection with any Schedule hereunder, (d) Customer's attempt to make an assignment of this Agreement or any subagreement any Service without Lender's prior written consent, (e) Customer dissolves or ceases to exist or merges, consolidates with or into another entity, changes form, goes through a change of control or transfers a major part in value of its assets, (f) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (g) a material adverse change in Customer's or any guarantor's financial condition as will, in the good faith judgment of Lender, impair the Service or increase the credit risk involved, (h) failure by Customer to obtain or maintain any insurance required by Lender under any Schedule hereunder, (i) any guarantor of any of Customer's obligations under any Schedule defaults in the performance of any covenant or obligation hereunder, or (j) Customer files a UCC-3 Termination Statement without the prior written authorization of Lender.

17. REMEDIES. Upon the occurrence of an Event of Default, Lender may, at its option do any or all of the following: (a) proceed by appropriate court action either at law or in equity to enforce performance by Customer of the applicable covenants and terms of this Agreement, (b) immediately terminate the Service and retake possession of the equipment used as a platform for such service, wherever located and for such purpose, enter upon any premises without liability for so doing, (c) cause Customer, and Customer hereby agrees, to terminate use of the Service as provided in this Agreement, (d) recover from Customer, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Payments immediately due and payable, (e) sell, lease, hold, use or otherwise dispose of any equipment used as a platform for such service as Lender in its sole discretion may determine and Lender shall not be obligated to give preference to the sale, lease or other disposition of the Service over the sale, lease or other disposition of similar Service owned or leased by Lender, or (f) by notice in writing to Customer, cancel this Agreement whereupon all right and interest of Customer in or to the use of the Service shall absolutely cease. In any event, Customer shall, without further demand, pay to Lender an amount equal to all sums due and payable for all periods up to and including the date on which Lender has declared this Agreement to be in default and as partial damages for breach, a sum equal to the unpaid

Order #25 Agenda #31 cont'd

balance of Payments for the remaining Term. (discounted to present value at the prime rate in effect at the time of such default), less only the net proceeds of any such reletting or sale to the extent such rentals or proceeds are attributable to the balance of the Term.

Further, Lender shall be entitled to recover from Customer and Customer agrees to pay: (i) any and all damages which Lender shall sustain by reason of any such default or breach by Customer, (ii) a reasonable sum for attorneys' fees, and (iii) such expenses as shall be expended or incurred by Lender in the seizure, rental, storage, transportation, sale of Service, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Customer further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Lender.

The remedies herein provided in favor of Lender in the event of Customer's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

18. ASSIGNMENT: WITHOUT LENDER'S PRIOR WRITTEN CONSENT (SUCH CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD), CUSTOMER SHALL NOT ASSIGN, SUBLEASE, TRANSFER, PLEDGE, MORTGAGE OR OTHERWISE ENCUMBER ("TRANSFER") THE SERVICE OR THE AGREEMENT OR ANY OF ITS RIGHTS THEREIN OR PERMIT ANY LEVY, LIEN OR ENCUMBRANCE THEREON. Any attempted non-consensual Transfer by Customer shall be void ab initio. No Transfer shall relieve Customer of any of its obligations under the Agreement. Lender may at any time and from time to time assign its rights under this Agreement to the Service and to the Payments and other sums at any time due or to become due or at any time owing or payable by Customer to Lender under any of the provisions of this Agreement.

19. NOTICES: Notices, demands and other communications shall be in writing and shall be sent by hand delivery, certified mail (return receipt requested), or overnight courier service to Customer or Lender at their respective addresses stated above. Notices shall be effective upon the earlier of actual receipt or four days after the mailing date. Either party may substitute another address by written notice to the other party.

20. GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA.

21. TITLE: Title to any equipment provided to supply the Service shall not vest to the Customer.

22. MISCELLANEOUS: (a) Any failure of Lender to require strict performance by Customer or any waiver by Lender of any provision of the Agreement shall not be construed as a consent to or waiver of any other breach of the same or of any other provision; (b) if there is more than one Customer, the obligations of each Customer are joint and several; (c) Customer shall deliver to Lender, from time to time, such additional financial information as Lender may reasonably request, including providing Lender with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Customer to continue this Agreement and any Schedules, in such form and containing such information as may be requested by Lender; (d) any provision of this Agreement prohibited by law in any state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement; (e) the obligations which Customer is required to perform during the Term of any Agreement shall survive the expiration or other termination of the Agreement to the extent that such obligations remain unperformed as of the expiration or termination of the Agreement; (f) in the event Customer fails to pay or perform any obligations under the Agreement, Lender may, at its option, pay or perform such obligation, and any payment made or expense incurred by Lender in connection therewith shall be due and payable by Customer, upon demand by Lender, with interest thereon accruing at the rate of 1 ½ % per month, but not exceeding the lawful maximum, if any, until paid; (g) time is of the essence in each Agreement and in each of the Agreement provisions; (h) Customer shall pay Lender on demand all costs and expenses, including reasonable attorneys' and collection fees incurred by Lender in enforcing the terms and conditions of a Agreement or in protecting Lender's rights and interests in the Agreement or the Service; (i) no late charge, fee or interest, as applicable, is intended to exceed the maximum amount permitted to be charged or collected by applicable law; (j) this Agreement and/or any Agreement hereunder may be executed in one or more counterparts, but only one shall be deemed an original, and it shall be stamped "Lender Original" while all other counterparts shall be stamped "Customer Copy"; (k) each Agreement constitutes the entire agreement between Lender and Customer with respect to the subject matter thereof and supersedes all previous writings and understandings of any nature whatsoever. No agent, employee, or representative of Lender has any authority to bind Lender to any representation or warranty concerning the Service and, unless such representation or warranty is specifically included in the Agreement, it

Order #25 Agenda #31 cont'd

shall not be enforceable by Customer against Lender. Customer and Lender hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lender or Customer in the negotiation, administration, performance or enforcement hereof, unless prohibited by law.

Except as otherwise provided in Section 3 of this Agreement, any modifications, amendments or waivers to a Agreement shall be effective only if mutually agreed upon in writing and duly executed by authorized representatives of the parties.

LENDER: AT&T Capital Services, Inc.

By: _____
(Signature)

Title: _____

CUSTOMER: LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

By: *[Signature]*
(Signature)

Title: *[Signature]*

APPROVED THIS 16th DAY OF July 2014

THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY WAY NOR MAY THIS DOCUMENT BE ALTERED OR MANIPULATED WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. CUSTOMER MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
RATIFIED THIS 16th DAY OF July 2014

Order #25 Agenda #31 cont'd



Capital Services
220 N. Meridian
Room 1010
Indianapolis, IN 46204
Office (317) 488-3865

Kelly Poole
Senior Regional Manager

July 3, 2014

Lake County, Indiana
2293 N. Main Street
Lake County Government Center
Crown Point, IN 46307

RE: 001-2094300-002

On behalf of AT&T Capital Services, I am pleased to offer the following financing solution for your new E9-1-1 service and early buyout of the current lease schedule 001-2094300-002:

Equipment: E9-1-1 Service and Early Termination of Schedule 001-2904300-002

Current Quarterly Payment (Advance): \$300,762.62

Effective Date: January 1, 2015

New Service Cost + Early Term of 002: \$10,847,958.66
New Lease Term: 120 Months
New Quarterly Payment (Advance): \$343,793.59

Current Swap Rate: 5 Year = 1.70%

This proposal is subject to the Terms and Conditions of the AT&T Capital Services' Municipal Equipment Lease Agreement and final Investment Committee approval. The proposed rates are subject to indexing of the then current Swap Rates. This is a net lease proposal, and does not include sales/use taxes, which are the responsibility of Lake County, Indiana. Lessee hereby grants to Lessor permission to file any and all UCC Financing Statements, which in Lessor's discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. The above offer is valid for 30 days.

Thank you for this opportunity and for your continued business with AT&T. If this proposal is acceptable, please indicate in the space provided and return a copy to me. Your acceptance will be considered firm subject to mutually agreeable documentation.

Sincerely,

Kelly Poole
AT&T Capital Services
Senior Regional Manager

Agreed to and Accepted

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

By: [Signature]

Title: [Signature]

Date: [Signature]

APPROVED THIS 10th DAY OF July 20 14

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
[Signature]

ATIFIED THIS 10th DAY OF July 20 14

Order #25 Agenda #31 cont'd

**ACCEPTANCE CERTIFICATE FOR:
SUPPLEMENTARY AGREEMENT NO. 992-2094300-003
DATED: July 8, 2014**

CUSTOMER:

**LAKE COUNTY, INDIANA
2293 N. MAIN STREET
LAKE COUNTY GOVERNMENT CENTER
CROWN POINT, IN 46307**

**CONTACT: BRIAN HITCHCOCK
PHONE: (219) 755-3414**

SUPPLIER OF SERVICE: INDIANA BELL TELEPHONE COMPANY

LENDER:

**AT&T CAPITAL SERVICES, INC.
2000 W. AT&T Center Drive
Hoffman Estates, IL 60192-5000
(800) 323-7311**

DESCRIPTION OF SERVICE: E-911 SERVICES

**LOCATION OF SERVICE (if different from above): 2293 N. MAIN STREET, LAKE COUNTY GOVERNMENT CTR.
CROWN POINT, IN 46307**

ACCEPTANCE CERTIFICATE

The undersigned certifies that all Service described in the Supplementary Agreement has been delivered to Customer and installed; that the Service has been inspected by Customer and is in good operating order; and that the Service is accepted on July 16, 2014 (date) by Customer. Customer hereby directs Lender to pay the supplier for the Service and commence the Agreement.

**IMPORTANT:
Customer must fill in date above.**

LAKE COUNTY, INDIANA
(Customer) **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

By: [Signature]
(Signature)

Title: [Signature]

APPROVED THIS 16th DAY OF July, 2014
THE LOGO APPEARING ON THIS DOCUMENT IS A FEDERALLY REGISTERED TRADEMARK AND MAY NOT BE USED IN ANY MANNER WITHOUT THE
DOCUMENT BE ALTERED OR MANIPULATED WITHOUT PRIOR EXPRESS WRITTEN CONSENT OF AT&T CAPITAL SERVICES, INC. CUSTOMER
MAY TRANSFER THIS DOCUMENT FROM ELECTRONIC FORMAT TO A TANGIBLE ONE BY PRINTING IT IN ITS UNALTERED STATE.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature] D.H.
[Signature]
RATIFIED THIS 16th DAY OF July, 2014

Order #26 Agenda #32

In the Matter of L C 911 - Ratify acceptance of: A. Quit-Claim Deed; B. Grant of Easement and C. License Agreement with the City of Hobart.

Allen made a motion, seconded by Scheub, to ratify approval of the acceptance of Quit-Claim Deed, City of Hobart, IN to County of Lake, State of Indiana (Document No. 2014 038696), Grant of Easement, City of Hobart, IN to County of Lake, State of Indiana (Document No. 2014 038697), and License Agreement with the City of Hobart (Document No. 2014 038698). Motion carried.

Order #27 Agenda #33

In the Matter of L C 911 - Letter from the City of Hobart: Zoning Department concerning zoning for non-commercial cellular antenna located with Hillman Park, 2555 W. Old Ridge Road in Hobart, Indiana.

Allen made a motion, seconded by Scheub, to make a matter of public record the Letter from the City of Hobart: Zoning Department concerning zoning for non-commercial cellular antenna located with Hillman Park, 2555 W. Old Ridge Road in Hobart, Indiana. Motion carried.

Order #28 Agenda #34

In the Matter of L C 911 – Interlocal Agreement for Consolidation of Public Safety Answering Points (PSAPs) in Lake County, Indiana between the Board of Commissioners of the County of Lake and the City of Crown Point, the Town of Dyer, the City of East Chicago, the City of Gary, the Town of Griffith, the City of Hammond, the Town of Highland, the City of Hobart, the City of Lake Station, the Town of Lowell, the Town of Merrillville, the Town of Munster, the Town of New Chicago and the City of Whiting.

Allen made a motion, seconded by Scheub, to make a matter of public record the fully executed Interlocal Agreement for Consolidation of Public Safety Answering Points (PSAPs) in Lake County, Indiana between the Board of Commissioners of the County of Lake and the City of Crown Point, the Town of Dyer, the City of East Chicago, the City of Gary, the Town of Griffith, the City of Hammond, the Town of Highland, the City of Hobart, the City of Lake Station, the Town of Lowell, the Town of Merrillville, the Town of Munster, the Town of New Chicago and the City of Whiting. Motion carried.

Order #29 ADD Agenda #34B

In the Matter of L C 911 – RFP: Release of RFP for Communication Shelters/Generators.

Allen made a motion, seconded by Scheub, to approve the release of the RFP for Communication Shelters/Generators for the L C 911 Department, and ordered same to approve the bid return date of Wednesday, August 06, 2014 in the Lake County Auditor's Office on or before 9:30 a.m. Motion carried

Order #30 Agenda #35

In the Matter of L C B.O.C. – Service Agreement between Cender & Company, LLC and the Board of Commissioners of the County of Lake for the period of July 1, 2014 to December 31, 2014 to conduct a sewer rate and financing study for the Hermits Lake Wastewater facility in an amount not to exceed \$7,500.00.

Scheub made a motion, seconded by Allen, to approve the Service Agreement between Cender & Company, LLC and the Board of Commissioners of the County of Lake for the period of July 1, 2014 to December 31, 2014 to conduct a sewer rate and financing study for the Hermits Lake Wastewater facility in an amount not to exceed \$7,500.00. Motion carried.

Order #31 Agenda #36

In the Matter of L C B.O.C. – Indiana State AFL-CIO Common Construction Wage Scale.

Scheub made a motion, seconded by Allen, to make a matter of public record the Indiana State AFL-CIO Common Construction Wage Scale. Motion carried.

Order #32 Re-Visit ADD Agenda #34B

Comes now, Attorney Dull, to the Board of Commissioners, regarding Item #34B – Release of RFP for Communication Shelters/Generators, stating to Mr. Hitchcock, is there a request for a Special Meeting to open bids due August 6th?

Scheub made a motion, seconded by Allen, to schedule a Special Meeting of the Board of Commissioners of the County of Lake be held Wednesday, August 6, 2014 at 9:30 a.m. Motion carried.

Order #32 Agenda #37

In the Matter of L C B.O.C. – Public Record of Letter to the Lake County Sheriff dated June 19, 2014 concerning Commissioners Order with regard to the equipment located at the former Sheriff's Work Release site at 2600 W. 93rd Avenue.

Scheub made a motion, seconded by Allen, to make a matter of public record the Letter to the Lake County Sheriff dated June 19, 2014 concerning Commissioners Order with regard to the equipment located at the former Sheriff's Work Release site at 2600 W. 93rd Avenue. Motion carried.

Order #33 Agenda #38

In the Matter of L C B.O.C. – Indiana Department of Transportation Multimodal Planning & Programs Rail Office Petition for approval to modify the west 205th Avenue and Chase Street grade crossing in Lake County.

Scheub made a motion, seconded by Allen, to approve the Indiana Department of Transportation Multimodal Planning & Programs Rail Office Petition for approval to modify the west 205th Avenue and Chase Street grade crossing in Lake County. Motion carried.

Order #34 Agenda #39

In the Matter of L C B.O.C. – Public Record of Assignment of Tax Sale Certificate Property No. 45-24-28-329-007.000-007.

Scheub made a motion, seconded by Allen, to make a matter of public record the Assignment of Tax Sale Certificate, property no. 45-24-28-329-007.000-007. Motion carried.

Order #35 Agenda #40 A-G

In the Matter of L C B.O.C. – Property Disposal Requests: A. Lake County Auditor; B. Lake County Council; C. Lake County Data Processing; D. Lake County Elections & Registration; E. Lake County Juvenile Court; F. Lake County Juvenile Court CASA; G. Lake County Clerk.

Scheub made a motion, seconded by Allen, to approve the property disposal requests from the following departments, upon all items reviewed by Mr. Raggs. Motion carried.

- A. Lake County Auditor
- B. Lake County Council
- C. Lake County Data Processing
- D. Lake County Elections & Registration
- E. Lake County Juvenile Court
- F. Lake County Juvenile Court CASA
- G. Lake County Clerk.

Order #36 Agenda #41 A-C

In the Matter of Review and Approval of the Minutes of the Board of Commissioners Meetings held: Wednesday, May 21, 2014, a Regular Meeting, Wednesday, July 9, 2014, a Special Meeting, and Wednesday, June 18, 2014, a Regular Meeting.

Scheub made a motion, seconded by Allen, to approve the Minutes of the Board of Commissioners Meetings of Wednesday, May 21, 2014, a Regular Meeting, Wednesday, July 9, 2014, a Special Meeting, and Wednesday, June 18, 2014, a Regular Meeting. Motion carried.

Order #37 Agenda #42

In the Matter of Lake County Expense Claims to be allowed Wednesday, July 16, 2014.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, July 16, 2014 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, and ordered same for Auditor to include white claims for the review of Claims and Docket effective July, 2014. Motion carried.

Order #38 Agenda #43A

In the Matter of Lake County Council Ordinances and Resolutions.

Scheub made a motion, seconded by Allen, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council, the 8th day of July, 2014. Motion carried.

Ordinances No. 1370A-1	-	Ordinance Amending The Ordinance Establishing The Lake County Community Corrections Grant Fund, Ordinance No. 1370A
Resolution No. 14-86	-	Resolution Honoring Marissa Harper Winner of the Statewide Dare Poster Contest
Resolution No. 14-87	-	Resolution Honoring Lake Central High School Senior Gelen Robinson, IHSAA State Champion – Discus
Resolution No. 14-88	-	Resolution Honoring The Gary West Side Leadership Academy Boys Track Team IHSAA Boys Track Team Champions
Resolution No. 14-89	-	Resolution Honoring Gary West Side Leadership Academy Boys 400 Meter Relay Team, IHSAA State Champions – 400 Meter Relay
Resolution No. 14-90	-	Resolution Honoring Gary West Side Leadership Academy Senior Lonnie Johnson, IHSAA State Champion – Long Jump
Resolution No. 14-91	-	Resolution Honoring Andrean High School Boys Baseball Team, IHSAA Class 3A State Champions
Resolution No. 14-92	-	Resolution Permitting Lake County Sheriff To Pay Outstanding 2013 Jail Invoices/Debts From the 2014 Budget

Order #38 Agenda #43A

In the Matter of Lake County Council Ordinances and Resolutions – A. Interlocal Cooperation Agreement between and among several Lake County Governmental entities with the purpose of providing resources to support the extension and improvement of Commuter Rail Services provided by the Northern Indiana Commuter Transit District.

Scheub made a motion, seconded by Allen, to approve the Interlocal Cooperation Agreement between and among several Lake County Governmental entities with the purpose of providing resources to support the extension and improvement of Commuter Rail Services provided by the Northern Indiana Commuter Transit District. Motion carried.
(SEE L C COUNCIL MINUTES JULY 8, 2014 FOR AGREEMENT) (SEE L C B.O.C. FILE "L C ORDINANCES/RESOLUTIONS" FOR ORIGINAL)

Order #38 Agenda #43B

In the Matter of Lake County Council Ordinances and Resolutions – Interlocal Cooperation Agreement between the Lake County Council, Lake County Board of Commissioners, Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township to delineate the method of distribution of the tax revenues to the Townships for the purposes of providing fire protections and public safety in the respective townships.

Scheub made a motion, seconded by Allen, to approve the Interlocal Cooperation Agreement between the Lake County Council, Lake County Board of Commissioners, Cedar Creek Township, Center Township, Eagle Creek Township, Hanover Township, Hobart Township, St. John Township, West Creek Township and Winfield Township to delineate the method of distribution of the tax revenues to the Townships for the purposes of providing fire protections and public safety in the respective townships. Motion carried.

(SEE L C COUNCIL MINUTES JULY 8, 2014 FOR AGREEMENT) (SEE L C B.O.C. FILE "L C ORDINANCES/RESOLUTIONS" FOR ORIGINAL)

Order #39 Agenda #44

In the Matter of Service Agreements

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

L C JUVENILE COURT	W/	Chester, Inc.
L C SURVEYOR	W/	Clifford-Wald & Company

Order #39 Agenda #45

In the Matter of Poor Relief Decisions

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

Aubrey Mabon	Denied for appellant's failure to appear.
Josi Lopez	Denied
Star Jordin	Denied for appellant's failure to appear.

Order #39 Agenda #45 cont'd

Lakisha L. Hall	Denied for appellant's failure to appear.
Elayne Willis	Approved/partial
Kathy Hammond	Denied for appellant's failure to appear.
Tray Charles	Denied for appellant's failure to appear.
Shakitha Taylor	Approved/partial
Addie B. Mayes	Approved/partial
Eric Sanders	Approved
John Johnson	Approved/partial
Torrence Hamilton	Approved
Maggie Hayes	Approved/partial
Daija Slaver	Denied
Adrienne Grace	Approved/partial
Karen McCoy	Approved/partial
Milan Washington	Approved
Tina Richardson	Approved on condition
William Brick	Approved
Addie Holmes	Denied for appellant's failure to appear.
Calvina Johnson	Denied for appellant's failure to appear.
Earl Dantzler	Denied for appellant's failure to appear.
Joyce Sharo	Denied for appellant's failure to appear.
Richard Travis	Approved
Kenneth Yaring	Approved
Annette Harmon	Approved/partial
LeVon Conce	Approved/partial
Denise Rayette	Denied
Olivia Moore	Approved/partial
Michael McKinley	Approved on condition
Shanta Allen	Approved
Yolanda Patterson	Approved on condition
Mario Briff	Approved on condition
Tony Jones	Approved
Dana Williams	Approved on condition
Timothy Bradley	Approved on condition/partial
Cheryl Aver	Approved on condition/partial
David Blasires	Denied
Flora Campbell	Approved
Abraham Barker	Denied
Chelette McDaniel	Denied
Lawrence Lloyd	Remanded to township for further consideration and review
James Messinio	Remanded to township for further consideration and review
Nekia Jones	Approved
Martha Miles	Denied
Andreana Taylor	Denied for appellant's failure to appear.
Cynthia Mitchell	Denied
Anester Griffin	Denied
Daron Negrete	Denied
David Denson	Denied for appellant's failure to appear.
Maria Brooks	Denied
LaShonda Clarke	Denied
Shyvonne Moran	Denied for appellant's failure to appear.
Paula J.	Denied for appellant's failure to appear.
Elayne Willis	Approved
Anthony Moore	Approved on condition
Tracy Phillips	Approved/partial
Willie Herron	Approved/partial
Elston Williams	Approved/partial
Veronica Phelps	Approved on condition
Charlie Richards	Approved
Ritha Bennett	Approved/partial
Antoinette Steele	Approved on condition
James Keries	Approved
Stephan Mitchell	Approved/partial
Edward Jay Adenekan	Remanded to township for further consideration and review
Grant Washington	Approved
Devore Kinzer	Approved on condition
Melchisha Williams	Denied for appellant's failure to appear.
Antonio Bryant	Denied
Alnela Wash	Denied for appellant's failure to appear.
Diane Aristin	Denied for appellant's failure to appear.
Anthony Chester	Denied for appellant's failure to appear.
David Diaz	Denied
Jennifer Taylor	Denied for appellant's failure to appear.
Roger Mitchell	Approved
Jessica Greenlee	Approved/partial
Tanisha White	Approved
Pamela Boyd	Approved
Catherine York	Approved
Esther Lervis	Approved
Shedrick Worthy	Approved
Shalanda Patterson	Approved
Candance Roberts	Approved on condition
Brandon Grant	Approved
Kenneth Givens	Denied for appellant's failure to appear.
Sharira Jones	Denied for appellant's failure to appear.
Latoya Jones	Denied for appellant's failure to appear.

Order #39 Agenda #45 cont'd

James Winfred	Denied for appellant's failure to appear.
Tracey Taylor	Approved
Alexis Barnes	Approved
Samantha Jackson	Approved/partial
William Clayborn	Approved
April Smith	Approved
William Johnson	Approved
Michael Randolph	Approved
LaShone Moss	Approved
Rhonda Brooks	Approved on condition
Carlos Ponce	Approved/partial
Michael Baker	Approved/partial
Tina Richardson	Approved
Claire Schiller	Denied
Jonita Battle	Approved
Dennis A. Smith	Denied – indefinitely
Bernice Leonard	Denied for appellant's failure to appear.
Terlisa Jones	Approved/partial
Heidi Harvers	Denied for appellant's failure to appear.
Canadian Neal	Denied for appellant's failure to appear.
Shavonne Anthony	Denied for appellant's failure to appear.
Lisa Sparks	Denied for appellant's failure to appear.
Sandra Parker	Denied for appellant's failure to appear.
Jennifer Jones	Approved/partial
Janet Triplett	Denied
George Ann Snelling	Approved/partial
Eric Edwards	Denied
Albert Winston	Approved on condition
Barbara Hardy	Approved/partial
Justin Lewis	Approved
Michelle Terrell	Denied
Ricky Sease	Approved on condition
Ariel Carter	Denied
Christopher Walker	Denied for appellant's failure to appear.
Milan Washington	Approved/partial
James Bell	Denied for appellant's failure to appear.
Angela Starkey	Denied
Frankie Harris	Denied
Shantwaneh Jones	Denied for appellant's failure to appear.
Velita Spence	Denied for appellant's failure to appear.
Shirley Boyd	Remanded to township for further consideration and review
Ruby Clark	Denied for appellant's failure to appear.
David Hardin	Denied for appellant's failure to appear.
Sheryl Hayes	Denied for appellant's failure to appear.
Robert Mickles	Approved
Margaret Walker	Denied
Nabal Whitfield	Approved/partial
Dennie Calvin	Approved
Michael Jones	Denied
Chuck Smiley	Denied for appellant's failure to appear.
Cornell Jackson	Approved
Sharon Linta	Denied
Alicia Hood	Denied for appellant's failure to appear.
Shannon Davis	Denied
Jeffrey Beal	Denied for appellant's failure to appear.
William Jolley	Denied
Felicia Thomas	Approved/partial
LaKenya Wiggins	Denied
Kenneth Yaring	Denied
Deborah Story	Denied
Yvette Redding	Denied for appellant's failure to appear.
Naketi Simmons	Approved/partial
Thomas Clark	Approved
Grant Washington	Approved/partial
Elnora Brady	Denied
Tracey Allen	Denied
Maurice Brewell	Approved
Carmel Beals	Approved/partial
Dennis A. Smith	Denied for appellant's failure to appear.
Kandi Sangleton	Approved/partial
Renee Agnew	Denied for appellant's failure to appear.
Dianna Brown	Remanded to township for further consideration and review
Kara Burns	Denied
Timothy Carpenter	Approved/partial
Billy Davis	Approved
Connie Davis	Approved
Christopher Evandariska	Denied for appellant's failure to appear.
Otis Givens	Denied for appellant's failure to appear.
Ardis Holmes	Denied for appellant's failure to appear.
Charles Jones	Denied for appellant's failure to appear.
Benjamin Jones	Approved/partial
Star Jorden	Denied for appellant's failure to appear.
Kelly Williams	Approved on condition
Charlene Mack	Denied for appellant's failure to appear.
Kimberly Sanders	Approved/partial

Order #39 Agenda #45 cont'd

Lester Stewart	Approved on condition
Sylvia Williams	Denied for appellant's failure to appear.
Ralph Woods	Remanded to township for further consideration and review
Kelley Burnett	Approved on condition
Janice Gary	Approved/partial

Order #39 Agenda #46

In the Matter of Pay Immediate (hand cut) Checks: June, 2014.

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the months of June 2014. Motion carried.

Order #40 Agenda #47A

In the Matter of Appointments – A. Public Record of Certificate of Appointment from the Commissioners meeting of June 18, 2014.

Scheub made a motion, seconded by Allen, to make a matter of public record the Certificate of Appointment from the Commissioners Meeting of June 18, 2014 appointing David Castellanos, as a Board Member of the Little Calumet River Basin Development Commission, January 1, 2014 ending December 31, 2017. Motion carried.

Order #41 Agenda #47B

In the Matter of Appointments – B. Northwest Indiana Workforce Board (3).

Scheub made a motion to re-appoint Gary Miller to the Northwest Indiana Workforce Board, Allen seconded the motion. Motion carried.

Repay, declared, the remaining two appointments will be made a later date.

Order #42 Agenda #50

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

Comes now, Commissioner Allen, with commentary, stating, It's in our best interest to grant the additional public safety money to the Townships and unincorporated Townships, because those are for basic services to our citizens and in the same light I have always defended the County Courthouses and the Satellite Courthouses in the North because of the population, I feel they should have access to the basic services, also I think that it's important for the County first and foremost to be able to provide access to basic services for all of the citizens of our County and then if there's surplus revenue for other uses, then we should apply the surplus revenue, often times I hear people mention to close the satellite Courthouses, even though the County operates two golf courses and a waterpark, so I think the function of the County Government, first and foremost, is to use the taxpayers money to provide access to basic services to the Citizens, and then use the surplus for other purposes that are acceptable to the taxpayers. Commissioner Repay, continued, saying "well said", to Commissioner Allen, continuing on with comment in reference to the Park Department.

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

The next Board of Commissioners Meeting will be a Special Meeting to be held on Wednesday, August 6, 2014 at 9:30 A.M.

The next Regular Board of Commissioners Meeting will be held on Wednesday, August 20, 2014 at 10:00 A.M.

The following officials were Present:
Attorney John Dull
Brenda Koselke

MICHAEL REPAY, PRESIDENT

ROOSEVELT ALLEN Jr., COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR