

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; 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 November, 2014 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of November, 2014 at about 4:00 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B-E

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting; Approved Final Agenda made a matter of public record; 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 Allen, to approve the Additions – *Item #64A* – Legal Services Agreement Amendment to the Agreement entered into on January 15, 2014 between Nicole Bennett and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for an additional \$4,000.00 payable at the rate of \$90.00 per hour, *Item #82A* – Maintenance Agreement for Hermits Lake billing system for the Treasurer between A.E. Boyce Company, Inc. dba Boyce Systems – Keystone and the Board of Commissioners of the County of Lake for the year 2015 in the amount of \$1,055.00, *Item #82B* – Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum, (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake for the year 2015 at the same annual rate of \$60,000.00 payable at the rate of \$5,000.00 per month, *Item #82C* – Board of Commissioners donation of Tax Sale Certificates for 2334 W. 11th Ave (45-08-08-137-023.000-004), 2521 West 11th Ave (45-08-08-176-011.000-004) and 2956 W. 11th Ave (45-08-08-107-028.000-004) to Repairer of the Breach Ministries, *Item #82D* – Agreement between the Board of Commissioners and Abate of Indiana, Inc. for use of the Government Center lot for 2015 Motorcycle Rider Courses, *Item #82E* – License and Permit Bond of DCS Mechanical to be made a matter of public record, *Item #82F* – Cancellation of an October, 2007 Agreement between the Board of Commissioners of the County of Lake and Enterprise Properties, LLC to apply \$24,784.32 due and owing to property taxes; Corrections – none; Deletions – Number 29 and Number 75, and ordered same to approve and make a matter of public record the Final Agenda as amended and the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

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

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

Order #3 Consent Agenda #6A-a

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

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Amsted Rail Company, Inc.; Transflo Terminal Services, Inc.; ArcelorMittal Indiana Harbor LLC; CITGO Petroleum Corporation; Huhtamaki, Inc.; ArcelorMittal Indiana Harbor LLC; Fritz Enterprises, Inc.; Indiana Harbor Coke Company LP; Prazair, Inc.; BP Products North America, Inc. Whiting; City of Crown Point Public Works; US Steel Gary Works; BP Products North America, Inc. – Whiting; Gary Sanitary Landfill; Eckart America Corporation; BP Products North America, Inc. – Whiting; Emerald Crossing Development, LLC; BP Products North America, Inc. – Whiting; Progress Rail Services Corporation; Eckart America Corporation; Enbridge Energy – Hartsdale/Griffith Terminal; Phoenix Services LLC; Fritz Enterprises, Inc.; ArcelorMittal Indiana Harbor, LLC; Kilkenny Estates Unit four, Block One, St. John, IN – sewer permit). Motion carried.

Order #3 Consent Agenda #6A-b

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

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Natural Resources (Combs Addition Historic District, roughly the 400 and 500 blocks of Rutledge Street and Ellsworth Street and the 500 Block of Marshall Street between 4th Avenue and 6th Avenue, Gary, Lake County, Indiana, was entered in the National Register of Historic Places on September 30, 2014). Motion carried.

Order #3 Consent Agenda #6A-c

In the Matter of IDEM: Indiana Department of Transportation.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Transportation (Des. #1298454, SR 53/Broadway Street Indiana Harbor Belt Railroad Bridge Removal 0.06 mile south of US 12 City of Gary, Calumet Township, Lake County). Motion carried.

Order #3 Consent Agenda #6A-d

In the Matter of IDEM: Certificates of Liability Insurance.

Order #3 Consent Agenda #6A-d cont'd

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (Cars Towing & Transport; Crown Heating & Cooling, Inc.; CPM Construction Planning & Management, Inc.; Calumet City Plumbing & Heating Co., Inc.; Blue Haven Pools of Indiana Inc.; Purdue University; Gary Sportsmen Club, Inc.; United Consulting; United Consulting; Overdoors of Illinois, Inc.; Grand Manor Home Improvements & Repair LLC; Artisan Signs & Lighting; SRI Inc.; Landscape Gardening). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of IDEM: Reinstatement Notices.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Mark Volk; Carlisle Utility Contractors, Inc.; Pro Edge Painting Company LLC; FAL Electric, Inc.; A Guy and His Truck Construction, LLC). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of IDEM: Continuation Certificates.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Continuation Certificates (Lagestee Mulder, Inc.). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of IDEM: Cancellation Memos.

Allen made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Cancellation Memos (Crown Metal Fabricators, Inc.; Sign Installation Services; B.T. Lakeside Roofing, Inc.; Titan Mechanical, Inc.; Vince Hausmann; Dan Buskill DBA Bel Air Construction; Fence Connection, Inc.; Midwest Tile & Interiors, Inc.; VanSanten Builders, Inc.; C & E Electric; Layne Inliner, LLC; Bob the Builder; Wolverine Steel Erectors, Inc.; B.T. Lakeside Roofing, Inc.; FAL Electric, Inc.; Deluxe Sheet Metal; Actin, Inc.; Illiana Wildlife Services; Christopher Devault DBA Devault Construction; A Guy and His Truck Construction, LLC; Kelley Construction, Inc.; Greatline Communications; John Zarlengo Asphalt Paving Co.). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Vendor Qualification Affidavits

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

WILKIN INSULATION CO.
NEW ETHICS SPORTS
RAY'S MOVERS
CLEW PROPERTIES, LLC
ONE REGION
PHYLLIS JONES-GRAHAM
ANITA BROWN
DUSTMASTERS, INC. DBA REJUVTEC
MIDTOWN PETROLEUM DBA RELADYNE
DANIEL E. KEITH
SILIPINT, INC.
EZLINKS GOLF, INC.
IMPACT NETWORKING INDIANA, LLC
HOLIDAY INN EXPRESS
COASTAL VALLEY WATER COMPANY
NORTHWEST INDIANA NEPHROLOGY, PC
LISA O'KEEFE
MACLENHAN & BAIN INSURANCE
DIGITAL DOLPHIN SUPPLIES
PRESTO DOCUMENT SOLUTIONS

Order #3 Consent Agenda #6C(a)

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

Allen made a motion, seconded by Repay, to accept the above Treasurer's Report of September 2014 as submitted. Motion carried.

Order #3 Consent Agenda #6C(b)

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

Allen made a motion, seconded by Repay, to accept the above Treasurer's Report of October 2014 as submitted. Motion carried.

Order #4 Agenda #8

In the Matter of L C Highway – Proposals for Storm Sewer Installation, Whitcomb Street and 41st Avenue, Calumet Township under advisement. Letter of recommendation to LGS Plumbing in the amount of \$64,455.00 to be ratified.

Order #4 Agenda #8 cont'd

Allen made a motion, seconded by Scheub, to ratify approval of proposal submitted by **LGS Plumbing** in the amount of \$64,455.00 for Storm Sewer Installation, Whitcomb Street and 41st Avenue, Calumet Township for the Lake County Highway Department. Motion carried.

Letter of Recommendation

November 19, 2014

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

ATTN: Michael C. Repay, President

RE: Storm Sewer, Whitcomb Street & 41st Avenue, Calumet Township

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at the meeting of Wednesday October 15, 2014 for the above mentioned proposal.

The Highway Department recommends award to the lowest and most responsive bidder, LGS Plumbing in the Lump Sum amount of \$64,445.00. The proposals submitted are listed below:

*LGS Plumbing	Original contract Price	\$81,465.00
	Minus restoration (\$17,010.00) =	\$64,455.00
Grimmer Construction	Contract Price	\$99,500.00

The Lake County Highway Department requests the proposal between the Lake County Board of Commissioners and LGS Plumbing, Inc. be ratified.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Respectfully,

Marcus W. Malczewski, Superintendent
Lake County Highway Department

Michael Repay/kb
Gerry Scheub/vd
APPROVED THIS 18TH DAY OF December, 20 13

MWM:spz

cc: Jill Stochel, Assistant Superintendent
Duane Alverson, Engineer

Order #5 Agenda #9

In the Matter of L C Highway – Request for permission to seek proposals for Waste Disposal Services for the Crown Point and Lowell Facilities for the year 2015 from the following: A. Illiana Disposal & Recycling. B. Republic Services of Northern Indiana. C. Waste Management. Proposals to be returned by Wednesday, December 17, 2014 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Allen, to approve the seeking of proposals for Waste Disposal Services for the Crown Point and Lowell Facilities for the year 2015 from the following, and ordered same for the proposals to be returned by Wednesday, December 17, 2014 prior to 9:30 A.M. in the lake County Auditor's Office. Motion carried.

- A. Illiana Disposal & Recycling
- B. Republic Services of Northern Indiana
- C. Waste Management.

Order #6 Agenda #10

In the Matter of L C Highway – RFP: Street Lighting and Traffic Signalization Maintenance for the year 2015 from the following: A. Hawk Enterprises; B. Martell Electric; C. Midwestern Electric, Inc. Proposals to be returned by Wednesday, December 17, 2014 prior by 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Allen, to approve the seeking of proposals for Street Lighting and Traffic Signalization Maintenance for the year 2015 from the following, ordered same for the return of Proposals by Wednesday, December 17, 2014 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

- A. Hawk Enterprises
- B. Martell Electric
- C. Midwestern Electric, Inc.

Order #7 Agenda #11

In the Matter of L C Highway – SPECIFICATIONS: Replacement of Lake County Bridge #89, 101st Street over Deep River to be advertised. Bids to be returned by Wednesday, December 17, 2014 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Allen, to approve the advertising of the specifications for the Replacement of Lake County Bridge #89, 101st Street over Deep River, and ordered same for the return of bids by Wednesday, December 17, 2014 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #8 Agenda #12

In the Matter of L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract, EDS #: A249-15-320080, Des. No.: 1400843, CFDA No.: 20.205 for the Replacement of Lake County Bridge #61, 135th Avenue over West Creek. County share estimated to be \$356,000.00.

Scheub made a motion, seconded by Allen, to approve L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract, EDS #: A249-15-320080, Des. No.: 1400843, CFDA No.: 20.205 for the Replacement of Lake County Bridge #61, 135th Avenue over West Creek. County share estimated to be \$356,000.00. Motion carried.

Order #9 Agenda #13

In the Matter of L C Highway – Agreement between Ellas Construction Company, 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 in an amount not to exceed \$521,340.32.

Allen made a motion, seconded by Scheub, to approve L C Highway – Agreement between Ellas Construction Company, 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 in an amount not to exceed \$521,340.32. Motion carried.

Order #10 Agenda #14

In the Matter of L C Highway – Right of Way Acquisition for Bridge #306 Parcel 7 Wetland Mitigation Site – David A. & Martha Bonander in the amount of \$114,000.00.

Allen made a motion, seconded by Scheub, to approve the L C Highway – Right of Way Acquisition for Bridge #306 Parcel 7 Wetland Mitigation Site – David A. & Martha Bonander in the amount of \$114,000.00. Motion carried.

Order #11 Agenda #15

In the Matter of L C Highway – Request for the selection of a consulting engineering firm to provide construction inspection services for the Replacement of Lake County Bridge #89,101st Street over Deep River.

Scheub made a motion, seconded by Allen, to select **DLZ, Indiana** as the consulting engineering firm to provide construction inspection services for the Replacement of Lake County Bridge #89,101st Street over Deep River. Motion carried.

Order #12 Agenda #16

In the Matter of L C Highway – Request for the selection of a consulting engineering firm to provide design and right of way engineering services for the Replacement of Lake County Bridge #61, 135th Avenue over West Creek.

Scheub made a motion, seconded by Allen, to select **United Consulting** as the consulting engineering firm to provide design and right of way engineering services for the Replacement of Lake County Bridge #61, 135th Avenue over West Creek. Motion carried.

Order #13 Agenda #17

In the Matter of L C Highway – Proposal from Ellas Construction Co., Inc. in the amount of \$255,000.00 for emergency repairs to Lake County Bridge #368, Hammond Casino Center Marina Drive over CSX Railroad, Colehour Railroad, Norfolk Southern Railroad, Elgin, Joliet, and Eastern Railroad to be ratified.

Scheub made a motion, seconded by Allen, to accept the proposal from Ellas Construction Co., Inc. in the amount of \$255,000.00 for emergency repairs to Lake County Bridge #368, Hammond Casino Center Marina Drive over CSX Railroad, Colehour Railroad, Norfolk Southern Railroad, Elgin, Joliet, and Eastern Railroad to be ratified on behalf of the L C Highway Department. Motion carried.

Order #14 Agenda #18

In the Matter of L C Highway – Deer Disposal Contract between Jerri M. Fassoth and the Board of Commissioners of the County of Lake for the year 2015 in the amount of \$150.00 per deer carcass and if no deer carcass is found after a dispatch call \$50.00 which are the same rates as 2014.

Allen made a motion, seconded by Scheub, to approve the renewal of the Deer Disposal Contract between Jerri M. Fassoth and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department for the year 2015 in the amount of \$150.00 per deer carcass and if no deer carcass is found after a dispatch call \$50.00, which are the same rates as 2014. Motion carried.

Order #15 Agenda #19

In the Matter of L C Highway – Offer from J&J Newell Concrete Contractors, Inc. to extend their 2014 Concrete Curb and Gutter Removal & Replacement bid prices through the year 2015 at the same rate.

Scheub made a motion, seconded by Allen, to extend the 2014 Concrete Curb and Gutter Removal & Replacement bid prices through the year 2015 at the same rate with J & J Newell Concrete Contractors, Inc. on behalf of the Highway Department. Motion carried.

Order #16 Agenda #20

In the Matter of L C Highway – Transfer of one 2002 Ford ¾ Ton Crew Cab Model F-250 Super-Duty Truck, VIN #1FTNW21L32EA45089 from the Lake County Highway Department inventory to the Lake County Fairgrounds inventory to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the transfer of one 2002 Ford ¾ Ton Crew Cab Model F-250 Super-Duty Truck, VIN #1FTNW21L32EA45089 from the Lake County Highway Department inventory to the Lake County Fairgrounds inventory. Motion carried.

Order #17 Agenda #21

In the Matter of L C Highway – Transfer of one 1986 Case Loader/Backhoe, Model #580 E Super K, Serial #17034456 and one 1979 John Deere Wheel Loader, Model #444, Serial #311638T from the Lake County Highway Department (Public Works) inventory to the Lake County Fairgrounds inventory to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the transfer of one 1986 Case Loader/Backhoe, Model #580 E Super K, Serial #17034456 and one 1979 John Deere Wheel Loader, Model #444, Serial #311638T from the Lake County Highway Department (Public Works) inventory to the Lake County Fairgrounds inventory. Motion carried.

Order #18 Agenda #22

In the Matter of L C Highway – Agreement between Terrence J. Bronowski, Certified Public Accountant and the Board of Commissioners of the County of Lake for the year 2015 in an amount not to exceed \$17,000.00 payable at the rate of \$40.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Agreement between Terrence J. Bronowski, Certified Public Accountant and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department for the year 2015 in an amount not to exceed \$17,000.00 payable at the rate of \$40.00 per hour. Motion carried.

Order #19 Agenda #26

In the Matter of L C Sheriff – Lake County Jail Mental Health Nurse Practitioner Agreement between Lisa E. O'Keefe, NP and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of November 17, 2014 to December 31, 2106 in an amount not to exceed \$120,000.00 per year to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Lake County Jail Mental Health Nurse Practitioner Agreement between Lisa E. O'Keefe, NP and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of November 17, 2014 to December 31, 2016 in an amount not to exceed \$120,000.00 per year. Motion carried.

Order #20 Agenda #27

In the Matter of L C Sheriff – Agreement between Addiction and Behavioral Counseling and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2015 in an amount not to exceed \$50,000.00 payable at the rate of \$4,166.66 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between Addiction and Behavioral Counseling and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2015 in an amount not to exceed \$50,000.00 payable at the rate of \$4,166.66 per month. Motion carried.

Order #21 Agenda #28

In the Matter of L C Sheriff – Agreement between Steven Alvarez and Walter J. Alvarez, P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Attorney Services for the year 2015 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Agreement between Steven Alvarez and Walter J. Alvarez, P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Attorney Services for the year 2015 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #22 Agenda #30

In the Matter of L C Sheriff – Agreement between John P. Bushemi and Burke, Constanza & Carberry, LLP and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for Attorney Services for the year 2015 in an amount not to exceed \$195,000.00 payable at the rate of \$16,250.00 per month.

Allen made a motion to approve, motion dies for lack of a seconded. Motion carried.

Scheub made a motion, seconded by Allen, to approve at same rate as 2014 of \$185,000.00 for Attorney Services for the Lake County Sheriff between Board of Commissioners of the County of Lake and John P. Bushemi and Burke, Constanza & Carberry, LLP, monthly payable rate based on \$185,000.00 for the year (\$15,416.67). Board discussion, Attorney spoke first, stating high volume of litigation and of almost five (5) million dollars the County has not paid out one dime, spending a lot of time defending these lawsuits, asking for consideration for \$195k and sufficient funding is available, Scheub, responded, John (Bushemi) you're doing a good job and I thank you, however, we've reduced our staff and they're doing the same work for less money, don't think we're in a position, so much cost in the Jail that has to be prioritized, just can't see giving ten thousand more when you're cutting other Attorneys, so my motion stands. Allen and Repay, made closing remarks and Repay took the vote. Motion carried 3-0.

Order #23 Agenda #31

In the Matter of L C Sheriff – Agreement between Justin J. Murphy and the Board of Commissioners of the County of Lake for Attorney Services for the year 2015 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month.

Scheub made a motion, seconded by Allen, to approve the Agreement between Justin J. Murphy and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for Attorney Services for the year 2015 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month. Motion carried.

Order #24 Agenda #32

In the Matter of L C Sheriff – Agreement between Northwest Psychological Services and the Board of Commissioners of the County of Lake for the year 2015 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month.

Scheub made a motion, seconded by Allen, to approve the Agreement between Northwest Psychological Services and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for the year 2015 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month. Motion carried.

Order #25 Agenda #33

In the Matter of L C Sheriff – Lake County Jail Mental Health Psychiatric Nurse Practitioner Agreement between Faith A. Ornelas, MSN, RNC, CNS, Qualified Psychiatric Nurse Practitioner and the Board of Commissioners of the County of Lake for the period of January 1, 2015 to December 31, 2016 in an amount not to exceed \$120,000.00. The Consultant shall be compensated an additional \$12,000.00 during the work year for offsite after hour on-call consultations and services as requested.

Scheub made a motion, seconded by Allen, to approve the Lake County Jail Mental Health Psychiatric Nurse Practitioner Agreement between Faith A. Ornelas, MSN, RNC, CNS, Qualified Psychiatric Nurse Practitioner and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for the period of January 1, 2015 to December 31, 2016 in an amount not to

Order #25 Agenda #33 cont'd

exceed \$120,000.00. The Consultant shall be compensated an additional \$12,000.00 during the work year for offsite after hour on-call consultations and services as requested. Motion carried.

Order #26 Agenda #34

In the Matter of L C Sheriff – Agreement between Ron Ostojic and the Board of Commissioners of the County of Lake for Attorney Services for the Corrections Board for the year 2015 in an amount not to exceed \$6,000.00 payable at the rate of \$500 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between Ron Ostojic and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for Attorney Services for the Corrections Board for the year 2015 in an amount not to exceed \$6,000.00 payable at the rate of \$500 per month. Motion carried.

Order #27 Agenda #35

In the Matter of L C Sheriff – Agreement between Planted Seed Ministries, Inc. and the Board of Commissioners of the County of Lake for Community Re-Entry Program for Inmates for the year 2015 in an amount not to exceed \$60,000.00 payable at the rate of \$5,000.00 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between Planted Seed Ministries, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for Community Re-Entry Program for Inmates for the year 2015 in an amount not to exceed \$60,000.00 payable at the rate of \$5,000.00 per month. Motion carried.

Order #28 Agenda #36

In the Matter of L C Sheriff – Agreement between Professional Claims Management and the Board of Commissioners of the County of Lake for administration of the repricing of medical claims for the jail inmates for the year 2015 in an amount not to exceed \$5,500.00 payable at the rate of \$458.33 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between Professional Claims Management and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for administration of the repricing of medical claims for the jail inmates for the year 2015 in an amount not to exceed \$5,500.00 payable at the rate of \$458.33 per month. Motion carried.

Order #29 Agenda #37

In the Matter of L C Sheriff – Agreement between Kenneth A. Ray Justice Services, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for DOJSA Coordinator/Project Lead Consultant and Client Liaison to the United States Department of Justice for the year 2015 in an amount not to exceed \$179,852.00 - \$45,000.00 reimbursement to Lake County from the jail medical provider for compliance services = Net \$134,852.00 {2016: \$143,000.00 (45,000.00 reimbursement from Medical Provider) = \$98,000.00 Net}.

Scheub made a motion, seconded by Allen, to approve, excluding the year 2016, the Agreement between Kenneth A. Ray Justice Services, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for DOJSA Coordinator/Project Lead Consultant and Client Liaison to the United States Department of Justice for the year 2015 in an amount not to exceed \$179,852.00 - \$45,000.00 reimbursement to Lake County from the jail medical provider for compliance services = Net \$134,852.00. Commissioner Scheub requested a documented copy of hours determined by Kenneth A. Ray Justice Services, LLC. Motion carried.

Order #30 Agenda #38

In the Matter of L C Sheriff – Lake County Jail Mental Health Director Contract between Shaun Wehle, Psy.D., LCAC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2015 to December 31, 2016 in an amount not to exceed \$96,328.00.

Scheub made a motion, seconded by Allen, to approve the Lake County Jail Mental Health Director Contract between Shaun Wehle, Psy.D., LCAC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2015 to December 31, 2016 in an amount not to exceed \$96,328.00. Motion carried.

Order #31 Agenda #39

In the Matter of L C Sheriff – Lake County Jail Psychiatrist Agreement between Ara K. Yeretsian, MD and the Board of Commissioners of the County of Lake for the year 2015 in an amount not to exceed \$93,600.00, payable at the rate of \$300.00 per hour not to exceed six (6) hours per week.

Allen made a motion, seconded by Scheub, to approve the Lake County Jail Psychiatrist Agreement between Ara K. Yeretsian, MD and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff for the year 2015 in an amount not to exceed \$93,600.00, payable at the rate of \$300.00 per hour not to exceed six (6) hours per week. Motion carried.

Order #32 Agenda #40

In the Matter of L C Sheriff – Agreement between Mark E. Purevich and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2015 in an amount not to exceed \$95,000.00 payable at the rate of \$7,916.66 per month.

Allen made a motion to approve, motion dies for lack of a seconded.

Scheub made a motion to approve the Agreement between Mark E. Purevich and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the year 2015 at the 2014 rate in an amount not to exceed \$85,000.00, payable at the rate of \$7,083.34 per month, Repay seconded the motion. Allen, made comment, stating, out of fairness, every time the DOJ comes to the County, they seem to add additional requirements and demands, they are allocated to Mark (Purevich), we tell him to do something additional, if we keep increasing his responsibility, I think that, even though we're being coursed into increasing his responsibility by the DOJ, I think that we should consider an increase, Scheub responded to Allen, stating we could do that for a lot of people over there and our funds are having to go into reduction of cost not additional cost, I think Mark does a great job because we had him hired here first, again, if we start giving everybody there an increase that has taken on additional work because of the DOJ, we wouldn't have any money left, criminal justice is at 90% of the County budget already, and we have just got to pull that back, so that is why I made that motion, Repay, concluded brief discussion, stating, that not either reduction is

Order #32 Agenda #40 cont'd

an indication of service or lack thereof re: Bushemi nor Purevich, stating he thinks Scheub is right on the money that the reduction is appropriate, asking is Mark Purevich the warden? Sheriff, responded, no, he is the Jail Administrator, the DOJ insisted that the name be changed. Motion carried, vote of 3-0.

Order #33 Agenda #41

In the Matter of L C Sheriff – Agreement between A. Leon Sarkisian and the Board of Commissioners of the County of Lake for Attorney Services for the year 2015 in an amount not to exceed \$53,000.00 payable at the rate of \$4,416.67 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between A. Leon Sarkisian and the Board of Commissioners of the County of Lake for Attorney Services on behalf of Lake County Sheriff for the year 2015 in an amount not to exceed \$53,000.00 payable at the rate of \$4,416.67 per month. Motion carried.

Order #34 Agenda #42

In the Matter of L C Sheriff – Agreement between Fresh Start Counseling Services and the Board of Commissioners of the County of Lake to provide substance abuse treatment services for the year 2015 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month.

Allen made a motion, seconded by Scheub, to approve the Agreement between Fresh Start Counseling Services and the Board of Commissioners of the County of Lake on behalf of Lake County Sheriff to provide substance abuse treatment services for the year 2015 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month. Motion carried.

Order #35 Agenda #23A

In the Matter of PROPOSALS: L C Sheriff – Garage and Motor Supplies for the year 2015.

This being the day, time and place for the receiving of proposals for Garage and Motor Supplies for the year 2015 for the L C Sheriff, the following proposals were received:

O'Reilly Auto Parts	\$122,215.82
VanSenus Auto Parts, Inc.	\$ 92,049.50

Order #35 Agenda #23B

In the Matter of PROPOSALS: L C Sheriff – Jet A. Fuel from the Griffith Airport for the year 2015.

This being the day, time and place for the receiving of proposals for Jet A. Fuel from the Griffith Airport for the year 2015 for the L C Sheriff, the following proposals were received:

Griffith Aviation, Inc.	\$ 4.74/gallon
-------------------------	----------------

Order #35 Agenda #23C

In the Matter of PROPOSALS: L C Sheriff – Officers Uniforms for the year 2015.

This being the day, time and place for the receiving of proposals for Officers Uniforms for the year 2015 for the L C Sheriff, the following proposals were received:

Star Uniform	\$ 2,045.50
Sklarewitz Uniforms	\$ 1,920.45

Order #35 Agenda #23D

In the Matter of PROPOSALS: L C Sheriff – Correctional Officers Uniforms for the year 2015.

This being the day, time and place for the receiving of proposals for Correctional Officers Uniforms for the year 2015 for the L C Sheriff, the following proposals were received:

Star Uniform	\$ 681.00
Sklarewitz Uniforms	\$ 690.60

Order #35 Agenda #23E

In the Matter of PROPOSALS: L C Sheriff – Oil and Lubricants for the year 2015.

This being the day, time and place for the receiving of proposals for Oil and Lubricants for the year 2015 for the L C Sheriff, the following proposals were received:

Al Warren Oil	\$ 21,521.70
Superior Petroleum Products	\$ 18,098.15

Order #35 Agenda #23F

In the Matter of PROPOSALS: L C Sheriff – Tires and Tubes for the year 2015.

This being the day, time and place for the receiving of proposals for Tires and Tubes for the year 2015 for the L C Sheriff, the following proposals were received:

T&M Tire Service, Inc.	\$164,606.70
Tredroc Tire Service	\$165,223.00

Order #35 Agenda #24

In the Matter of BIDS: L C Sheriff – Gasoline for the year 2015.

This being the day, time and place for the receiving of bids for Gasoline for the year 2015 for the L C Sheriff, the following bids were received:

Petroleum Traders Corp	\$732,660.00
Pinkerton Oil Co.	\$780,450.00
Luke Oil	\$732,150.00
Al Warren Oil	\$747,660.00

Order #35 Agenda #25

In the Matter of BIDS: L C Sheriff – Food, Bread & Dairy Products for the period of January 1, 2015 to June 30, 2015.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period of January 1, 2015 to June 30, 2015 for the L C Sheriff/Jail, the following bids were received:

Clover Crest Dairy	\$ 44,932.80
Five Gs Distributing	\$ 84,474.00
Shop Rite Foods	\$754,081.73

Allen made a motion, seconded by Scheub, to take the above mentioned bids/proposals under advisement for further tabulation and recommendation for the above listed items #23 A-F; #24; #25. Motion carried.

Order #36 Agenda #7A, #7C, #7D

In the Matter of BIDS: L C Highway – Aggregate (Limestone) Delivered; Back-Fill Material “B” Borrow Delivered; Back-Fill Material “B” Borrow Picked Up.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Delivered; Back-Fill Material “B” Borrow Delivered; Back-Fill Material “B” Borrow Picked Up for the Highway Department, the following bids were received:

No Bids

Allen made a motion, seconded by Scheub, to allow the Highway Department to seek the open market for the year 2015 for materials and services needed for Aggregate (Limestone) Delivered, Back-Fill Material “B” Borrow Delivered, and Back-Fill Material “B” Borrow Picked Up. Motion carried.

Order #37 Agenda #7B

In the Matter of BIDS: L C Highway – Aggregate (Limestone) Picked Up for the year 2015.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Picked Up for the year 2015, for the L C Highway, the following bids were received:

U.S. Aggregates, Inc.	\$684,625.00
Prairie Material	\$279,125.00

Order #37 Agenda #7E

In the Matter of BIDS: L C Highway – Beet Heat or approved equal Deicing Chemical for the year 2015.

This being the day, time and place for the receiving of bids for Beet Heat or approved equal Deicing Chemical for the year 2015, for the L C Highway, the following bids were received:

K-Tech Specialty Coatings, Inc.	\$6,118.00
Road Solutions	\$6,200.00
Great Lakes	\$4,820.00

Order #37 Agenda #7F

In the Matter of BIDS: L C Highway – Gasoline & Diesel Fuel Delivered to either Crown Point or Lowell Garage for the year 2015.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to either Crown Point or Lowell Garage for the year 2015, for the L C Highway, the following bids were received:

Pinkerton Oil Co.	\$304,857.70
Al Warren Oil	\$413,560.91
Superior Petroleum Products, Inc.	\$406,918.40

Order #37 Agenda #7G

In the Matter of BIDS: L C Highway – Ice Control Aggregate Blast Furnace Slag for the year 2015.

This being the day, time and place for the receiving of bids for Ice Control Aggregate Blast Furnace Slag for the year 2015, for the L C Highway, the following bids were received:

Morris Motor Service Inc.	\$150,000.00
---------------------------	--------------

Order #37 Agenda #7H

In the Matter of BIDS: L C Highway – Liquid Calcium Chloride for the year 2015.

This being the day, time and place for the receiving of bids for Liquid Calcium Chloride for the year 2015, for the L C Highway, the following bids were received:

Great Lakes Chloride	\$6,432.00
----------------------	------------

Order #37 Agenda #7I

In the Matter of BIDS: L C Highway – Mulch Seeding (Delivered and Applied) for the year 2015.

This being the day, time and place for the receiving of bids for Mulch Seeding (Delivered and Applied) for the year 2015, for the L C Highway, the following bids were received:

Hubinger Landscaping Corp.	\$17,550.00
BladeCutters Landscaping	\$19,200.00

Order #37 Agenda #7J

In the Matter of BIDS: L C Highway – New Tires, Tire Repair and Recapping for the year 2015.

This being the day, time and place for the receiving of bids for New Tires, Tire Repair and Recapping for the year 2015, for the L C Highway, the following bids were received:

T&M Tire Service, Inc.	\$81,229.74
Chicago Tire	\$74,657.17
Tredoc Tire Service	\$76,285.37

Order #37 Agenda #7K

In the Matter of BIDS: L C Highway – Painted Pavement Markings for the year 2015.

This being the day, time and place for the receiving of bids for Painted Pavement Markings for the year 2015, for the L C Highway, the following bids were received:

The Airmarking Co., Inc.	\$253,000.00
--------------------------	--------------

Order #37 Agenda #7L

In the Matter of BIDS: L C Highway – Plastic Culverts for the year 2015.

This being the day, time and place for the receiving of bids for Plastic Culverts for the year 2015, for the L C Highway, the following bids were received:

Baughman Tile Co.	\$46,886.10
-------------------	-------------

Order #37 Agenda #7M

In the Matter of BIDS: L C Highway – SMP Cold Patch Mix for Patching (Picked Up) for the year 2015.

This being the day, time and place for the receiving of bids for SMP Cold Patch Mix for Patching (Picked Up) for the year 2015, for the L C Highway, the following bids were received:

Gallagher Asphalt	\$232,000.00
Rieth-Riley Construction Co.	\$210,000.00
Walsh&Kelly, Inc.	\$195,000.00

Order #37 Agenda #7N

In the Matter of BIDS: L C Highway – Traffic Signs and Accessories for the year 2015.

This being the day, time and place for the receiving of bids for Traffic Signs and Accessories for the year 2015, for the L C Highway, the following bids were received:

Hall Signs, Inc.	\$79,312.10
Stello Products, Inc.	\$71,184.35
Osburn Associates, Inc.	\$38,771.93

Order #37 Agenda #7O

In the Matter of BIDS: L C Highway – Treated Timber Bridge Material for the year 2015.

This being the day, time and place for the receiving of bids for Traffic Signs and Accessories for the year 2015, for the L C Highway, the following bids were received:

American Timber Bridge	\$22,697.82
------------------------	-------------

Order #37 Agenda #7P

In the Matter of BIDS: L C Highway – Vegetation Management for the year 2015.

This being the day, time and place for the receiving of bids for Vegetation Management for the year 2015, for the L C Highway, the following bids were received:

The Dalton's	\$15,612.50
BladeCutters Landscaping	\$16,062.50

Scheub made a motion, seconded by Allen, to take the above mentioned bids under advisement for further tabulation and recommendation for the above listed items #7B,E,F,G,H,I,J,K,L,M,N,O,P. Motion carried.

Order #38 Agenda #43

In the Matter of L C Community Corrections – Agreement between Fresh Start Counseling Services and the Board of Commissioners of the County of Lake to provide substance abuse treatments services for the year 2015 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month.

Scheub made a motion, seconded by Allen, to approve the Agreement between Fresh Start Counseling Services and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections to provide substance abuse treatments services for the year 2015 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month. Motion carried.

Order #39 Agenda #44

In the Matter of BIDS: L C Juvenile Center – Food, Bread & Dairy Products for the period of January 1, 2015 to June 30, 2015.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period of January 1, 2015 to June 30, 2015, for the L C Juvenile Center, the following bids were received:

Clover Crest Dairy	\$ 3,200.53
U.S. Foods	\$38,907.81

Scheub made a motion, seconded by Allen, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

Order #40 Agenda #45A-G

In the Matter of L C Public Defender – Amendment to Agreements entered into on December 18, 2013 for the year 2014 between (as listed below) and the Board of Commissioners of the County of Lake for the additional dollar amounts as listed.

Scheub made a motion, seconded by Allen, to approve the Amendment to Agreements entered into on December 18, 2013 for the year 2014 between (as listed below) and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender for the additional dollar amounts as listed. Motion carried.

- A. Joseph Curosh III - \$15,000.00
- B. Arlington J. Foley - \$20,000.00
- C. Derla R. Gross - \$20,000.00
- D. Phillip King - \$5,000.00
- E. Marc Laterzo - \$15,000.00
- F. John Maksimovich - \$25,000.00
- G. Kristin A. Mulholland - \$15,000.00

Order #41 Agenda #46

In the Matter of L C Superior Court County Division Room IV – Agreement between the Law Office of Steven A. Kurowski, PC and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2015 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month.

Scheub made a motion, seconded by Allen, to Agreement between the Law Office of Steven A. Kurowski, PC and the Board of Commissioners of the County of Lake on behalf of Lake County Superior Court County Division Room IV for Public Defender Attorney Services for the year 2015 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month. Motion carried.

Order #42 Agenda #47

In the Matter of L C Circuit Court – Amendment to the Legal Services Agreement entered into on February 19, 2014 for the year 2014 between Thomas K. Hoffman and the Board of Commissioners of the County of Lake for an additional \$3,000.00 payable at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Allen, to approve the Amendment to the Legal Services Agreement entered into on February 19, 2014 for the year 2014 between Thomas K. Hoffman and the Board of Commissioners of the County of Lake on behalf of the Lake County Circuit Court for an additional \$3,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #43 Agenda #48

In the Matter of L C Circuit Court – Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake for Mental Health Commitment Counsel Services for the year 2014 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Allen, to approve the Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake on behalf of the Lake County Circuit Court for Mental Health Commitment Counsel Services for the year 2014 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #44 Agenda #49

In the Matter of L C Coroner – Forensic Toxicology Services Agreement between American Institute of Toxicology, Inc. d/b/a AIT Laboratories and the Board of Commissioners of the County of Lake for the period of January 1, 2015 to December 31, 2016 in the amount as listed in the fee schedule for various testing.

Scheub made a motion, seconded by Allen, to approve the Forensic Toxicology Services Agreement between American Institute of Toxicology, Inc. d/b/a AIT Laboratories and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the period of January 1, 2015 to December 31, 2016 in the amount as listed in the fee schedule for various testing. Motion carried.

Order #44 Agenda #50

In the Matter of L C Coroner – Personnel Radiation Monitoring Dosimeters Agreement between Landauer, Inc. and the Board of Commissioners of the County of Lake for the year 2015 in the amounts as listed in the fee schedule.

Order #44 Agenda #50 cont'd

Scheub made a motion, seconded by Allen, to approve the Personnel Radiation Monitoring Dosimeters Agreement between Landauer, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Coroner for the year 2015 in the amounts as listed in the fee schedule. Motion carried.

Order #44 Agenda #51

In the Matter of L C Coroner – Regulated Medical Waste Removal and Disposal Agreement between Stericycle, Inc. and the Board of Commissioners of the County of Lake for the year 2015 in the amounts as listed in the fee schedule.

Scheub made a motion, seconded by Allen, to approve the Regulated Medical Waste Removal and Disposal Agreement between Stericycle, Inc. and the Board of Commissioners of the County of Lake on behalf of L C Coroner for the year 2015 in the amounts as listed in the fee schedule. Motion carried.

Order #45 Agenda #52

In the Matter of L C Calumet Township Assessor – Public Record of Proofs of Publication concerning the public hearing to be held on Wednesday, November 19, 2014 for the Calumet Township Assessor's Office to be located at 201 East 5th Avenue, Suite A, Gary, Indiana 46402.

Allen made a motion, seconded by Scheub, to make a matter of public record the Proofs of Publication concerning the public hearing to be held on Wednesday, November 19, 2014 for the Calumet Township Assessor's Office to be located at 201 East 5th Avenue, Suite A, Gary, Indiana 46402. Motion carried.

Order #46 Agenda #53

In the Matter of L C Calumet Township Assessor – Public Hearing on a proposed Lease between CLEW Properties, LLC and the Board of Commissioners of the County of Lake on behalf of the Calumet Township Assessor for 201 East 5th Avenue, Suite A, Gary, Indiana 46402 for the period of January 1, 2015 to December 31, 2018 in an amount not to exceed \$48,000.00 per year payable at the rate of \$4,000.00 per month.

Comes now, Board President, opens the Public Hearing, calling for any persons present to speak for or against proposed Lease, as so stated, Comes now, Citizen, Jim Nowacki, to speak against proposed Lease, Comes now, L C Calumet Township Assessor representative, Lynn Carter, to speak for proposed Lease, Comes now, Citizen, Ken Davidson, to speak against proposed Lease, hearing none others, public hearing closed.

Board discussion, Allen, commented in response to members of the public who spoke during public hearing, Repay, commented, finalizing discussion.

NAT.

Order #47 Agenda #54

In the Matter of L C Ross Township Assessor – Public Record of Proofs of Publication concerning the public hearing to be held on Wednesday, November 19, 2014 for the Ross Township Assessor's Office located at 7870 Broadway, Suites C & D, Merrillville, Indiana 46410.

Allen made a motion, seconded by Scheub, to make a matter of public record the Proofs of Publication concerning the public hearing to be held on Wednesday, November 19, 2014 for the Ross Township Assessor's Office located at 7870 Broadway, Suites C & D, Merrillville, Indiana 46410. Motion carried.

Order #48 Agenda #55

In the Matter of L C Ross Township Assessor – Public Hearing on a proposed Lease between Tigers Group, LLC and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for 7870 Broadway, Suites C & D, Merrillville, Indiana 46410 for the period of January 1, 2015 to December 31, 2018 in an amount not to exceed \$20,400.00 per year payable at the rate of \$1,700.00 per month.

Comes now, Board President, opens the Public Hearing, calling for any persons present to speak for or against proposed Lease, as so stated, Comes now, Citizen, Jim Nowacki, to speak for proposed Lease, hearing none others, public hearing closed.

Board discussion, Allen, commented in response to members of the public who spoke during public hearing, no further comments.

Scheub made a motion, seconded by Allen, to approve Lease between Tigers Group, LLC and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for 7870 Broadway, Suites C & D, Merrillville, Indiana 46410 for the period of January 1, 2015 to December 31, 2018 in an amount not to exceed \$20,400.00 per year payable at the rate of \$1,700.00 per month. Motion carried.

Order #49 Re-Visit Agenda #53

Allen made a motion, seconded by Scheub, to defer action in the matter of Item #53, L C Calumet Township Assessor – Public Hearing on a proposed Lease between CLEW Properties, LLC and the Board of Commissioners of the County of Lake on behalf of the Calumet Township Assessor for 201 East 5th Avenue, Suite A, Gary, Indiana 46402 for the period of January 1, 2015 to December 31, 2018 in an amount not to exceed \$48,000.00 per year payable at the rate of \$4,000.00 per month. Motion carried.

Order #50 Agenda #56

In the Matter of L C Plan Commission – Order of the Lake County Unsafe Hearing Authority concerning structure (old school building) at 4700 Whitcomb Street, Gary, Indiana to be removed by Actin, Inc. in an amount not to exceed \$130,515.00 to be ratified.

Scheub made a motion, seconded by Allen, to ratify approval of the L C Plan Commission – Order of the Lake County Unsafe Hearing Authority concerning structure (old school building) at 4700 Whitcomb Street, Gary, Indiana to be removed by Actin, Inc. in an amount not to exceed \$130,515.00. Motion carried.

Order #51 Agenda #57

In the Matter of BIDS: L C Data Processing – IBM Compatible Personal Computers for the year 2015.

Order #51 Agenda #57 cont'd

This being the day, time and place for the receiving of bids for IBM Compatible Personal Computers for the year 2015, for the Data Processing Department, the following bids were received:

BucherTech	*Did not sign (where required)
ESI Electronic Strategies, Inc.	\$7,092.05
HP	*Did not sign (where required)

Scheub made a motion, seconded by Allen, to reject both bids of BucherTech and HP having no signature where required, and so ordered to take the remaining bid under advisement for further tabulation and recommendation. Motion carried.

Order #52 Agenda #58

In the Matter of L C Data Processing – Bank of America Public Capital Corp Master Equipment Lease/Purchase Agreement No. 3152710 between Bank of America and the Board of Commissioners of the County of Lake for Cisco Telecommunications Equipment for Lake County.

Scheub made a motion, seconded by Allen, to approve the Bank of America Public Capital Corp Master Equipment Lease/Purchase Agreement No. 3152710 between Bank of America and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Cisco Telecommunications Equipment for Lake County. Motion carried.



October 21, 2014

MS. VANESSA MORGAN-JONES
NETWORK ADMINISTRATOR
LAKE COUNTY, IN
2293 N. MAIN STREET
CROWN POINT, INDIANA, 46307

RE: LEASE SCHEDULE NO. 500-3152710-000 DATED DECEMBER 5, 2014 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3152710 DATED DECEMBER 5, 2014 BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP (LESSOR) AND LAKE COUNTY, IN (LESSEE)

Dear MS. VANESSA MORGAN-JONES:

Enclosed please find the following documents to be executed on behalf of the Lessee:

1. **Master Equipment Lease/Purchase Agreement No. 3152710** – execute where indicated
2. **Lease Schedule No. 500-3152710-000** – complete location, fiscal period, and execute
3. **Certificate of Acceptance (final)** - hold until all equipment is delivered and installed
4. **Essential Use Certificate** – to be typed on lessee's letterhead and executed
5. **Insurance Authorization** - If the Lessee does not self-insure, have this form completed and execute where indicated; ***Please note that we will need complete proof of insurance coverage prior to escrow disbursements**
6. **Self-Insurance letter** - If you are self-insured, have this letter retyped on your letterhead, completed and executed by the Lessee risk manager
7. **Bank Qualified Designation** – INTENTIONALLY DELETED
8. **Incumbency Certificate** -- insert the name and title of the authorized signers and signature specimen's and have the certificate executed by the Board Clerk where indicated
9. **Opinion of Counsel** – have your attorney retype the letter on their letterhead and execute
10. **Resolution** – please provide the original Resolution approving the financing of this transaction
11. **Escrow Agreement** – execute where indicated;
12. **Exhibit a-1 – Form of Incumbency and Authorization Certificate** – insert the name and title of the authorized signers and signature specimen's and have the certificate executed by the Board Clerk where indicated;
13. **Certificate of Acceptance, Equipment List, and Disbursement Request** (Schedule 1 to Escrow Agreement) – these are to be completed and returned to Lessor when the equipment has been delivered and you are requesting payment to the vendor. The Final Acceptance Certificate (Exhibit A-1) will be used for your final disbursement.
14. **Tax Compliance Agreement** – execute where indicated
15. **UCC Financing Statements** – UCC's will be file with INDIANA SOS
16. **Lessee Information Sheet** – complete any applicable information
17. **Exhibit E – Software Addendum** (if applicable) – execute where indicated;
18. **W-9** – complete and execute
19. **IRS form 8038-G Information Return:** Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease's issue date. In order to complete the form you will need the following factual information: the date of issue (or issue date) is **December 5, 2014**, the final maturity date is **December 5, 2018**, the issue price is **\$688,257.85**, stated redemption price **\$726,827.00**, the weighted average maturity is **5.00** years, and the yield (or tax-exempt rate) is **2.728%**. Please provide a **copy** of the completed form. **PLEASE NOTE: original IRS form needs to be completed and filed according to the filing instructions;**
20. **Sales and Use Tax Exemption Certificate** – provide your exemption certificate, if you are exempt from Sales and Use Tax

Once all documents are executed, please e-mail a PDF copy to e-mail; maria.a.herrera@baml.com and overnight the originals via Federal Express at the address below.

Maria A. Herrera
AVP, Senior Operations Consultant
Banc of America Leasing & Capital, LLC
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, IL 60603
(p) 312.828.3564
(f) 312.453-3208

maria.a.herrera@baml.com

Order #52 Agenda #58 cont'd



Master Equipment Lease/ Purchase Agreement (State and Municipal)

Master Agreement Number: 3152710

The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, **BANC OF AMERICA PUBLIC CAPITAL CORP**

Customer Contact Information

Lessee Full Legal Name LAKE COUNTY, IN					
Contact Person MS. VANESSA MORGAN-JONES	Contact Phone No. (219) 755-3635	Contacts Fax No. (219) 755-3258	Federal Tax ID # 35-6000168	State of Organization	
Address 2293 N. MAIN STREET		City CROWN POINT	County	State INDIANA	Zip 46307

Lease/Purchase Agreement

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT No. **3152710** (the or this "Agreement") is made as of **December 5, 2014**, by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), and **LAKE COUNTY, IN** as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule. A Software Addendum to this Agreement, in the form attached hereto as Exhibit E, shall be executed by the parties in conjunction herewith and shall be applicable whenever any of the Equipment on a Schedule is "Licensed Software", as defined in the Software Addendum.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Terms/Conditions

1. TERM. (a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lease is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lessee. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lease with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Leases hereunder through the Original Term and all Renewal Terms for the respective Full Lease Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

2. RENTAL PAYMENTS. (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lease is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances. (e) Allocation of Rental Payments. Rental payments payable pursuant to each Lease shall be allocated to the Equipment subject to such Lease (in each case, pro rata based upon the respective capital cost of the items of

such Equipment) as follows: (i) first, among the items of Equipment with the shortest estimated useful lives, and (ii) thereafter, among the items of Equipment with the relatively longer useful lives, in each case to reflect the respective fair rental value of each item of Equipment leased hereunder for its respective useful life.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit D, the execution and delivery of this Agreement and each Lease, and Lessee has obtained duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each Lease against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e) Lessee shall cause to be executed an Incumbency Certificate of Lessee in substantially the same form as Exhibit B attached hereto and an Opinion of Lessee's Counsel in substantially the same form as Exhibit C attached hereto. (f) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lease or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease. With respect to each Lease, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-5 attached hereto. (g) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (h) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lease will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

4. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

5. USE AND MAINTENANCE. (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as

Order #52 Agenda #58 cont'd



Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS. (a) Fees. Lessee shall timely pay all titling, recordation, documentary stamp and other fees whatsoever, whether payable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each Lease, or upon or relating to the Equipment under each Lease, the rental payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Lessee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease. **7. INSURANCE.** (a) Casualty Insurance. At its own expense, Lessee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior written consent, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall throughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior written consent, Lessee may satisfy its obligations with respect to liability insurance under each Lease by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided in each Lease. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any material alteration or cancellation of such policy, and (ii) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

8. RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS. (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lease. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (i) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lease. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lease, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lease as set forth in this subsection (c), Lessee shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE,

NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY WARRANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lease.

10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

11. QUIET POSSESSION. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof.

12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION. (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee. Lessee agrees to make all payments as designated in a notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee hereby appoints Lessor and its assigns as its agents to maintain a record of all assignments of this Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to cause such registration record to be maintained. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment under such Lease and in such Lease. (b) No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lease may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (i) the ordering, acquisition, delivery, installation or rejection of the Equipment under any Lease; (ii) the possession, maintenance, use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment under any Lease (by whomsoever used or operated); or (iii) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment under any Lease, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default under the pertinent Lease.

13. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default" with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date therefor; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or theretofore or thereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease. (b) Remedies on Default. Whenever any event of default under a Lease shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of: (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location in the continental United States as is specified by Lessor; (3) if Lessor is

Order #52 Agenda #58 cont'd



unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

14. TAX COVENANTS. (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a lease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lease from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lease, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 1(e) hereof.

15. LESSOR'S RIGHT TO PERFORM FOR LESSEE. If Lessee fails to perform or comply with any of its agreements contained in a Lease, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of 12% per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute

discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements), which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals.

16. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Agreement or any Lease prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lease. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lease, shall survive the termination of this Agreement or any Lease. (d) Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease.

(h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

LAKE COUNTY, IN,
as lessee

Board of Commissioners
LAKE COUNTY, IN

Robert C. Kelly
2/10/14
Amy Schuch

BANC OF AMERICA PUBLIC CAPITAL CORP,
as lessor

By: _____

Printed Name: _____

Title: _____

Order #52 Agenda #58 cont'd



EXHIBIT A
BANC OF AMERICA PUBLIC CAPITAL CORP
LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT No.: **3152710**

DATE OF MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT: **December 5, 2014**

LEASE SCHEDULE No.: **500-3152710-000**

DATE OF LEASE SCHEDULE: **DECEMBER 5, 2014**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **5 Years From the Date of Lease Schedule.**

Rental payments are payable **ANNUAL** in **ADVANCED** of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

LESSEE: **LAKE COUNTY, IN**

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS* (IF AVAILABLE)</u>
-----------------	-----------------	--	---------------------------------------

See Preliminary Equipment Description attached hereto and made a part hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: DATA Center Located in Admin BUILDING

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

Order #52 Agenda #58 cont'd



3. The Rental Payments shall be made for the Equipment as follows:

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
------	---------	----------	-----------	------------------------

See Payment Schedule attached hereto and made a part hereof.

* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$688,983.50 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.728%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G/8038-GC. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).

4. For purposes of this Lease, "State" means the State of **INDIANA**.

5. Lessee's current Fiscal Period extends from _____ to _____.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

LAKE COUNTY, IN,
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
as lessor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

 APPROVED THIS 19th DAY OF Nov. 20 14

By: _____
 Printed Name: _____
 Title: _____

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

Order #53 Agenda #59

In the Matter of L C Data Processing – Service Agreement between Records Storage Center, Inc. and the Board of Commissioners of the County of Lake for the year 2015 in the amounts listed in the fee schedule.

Scheub made a motion, seconded by Allen, to approve the Service Agreement between Records Storage Center, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2015 in the amounts listed in the fee schedule*. Motion carried.

Order #53 Agenda #59 cont'd*



222 Sheridan Street
Crown Point, IN 46307
Fax: 219-663-8333
219-661-8303

**MONTHLY RECORDS MANAGEMENT STORAGE RATES
LAKE COUNTY DATA PROCESSING 2015**

VAULT STORAGE (UP TO 30 CONTAINERS)	PER MONTH	\$210.00
VAULT STORAGE (SHERIFF)	PER MONTH	\$ 8.25 (per box)
TAPE ROTATION- (PRICE INCLUDES PULLING CONTAINERS IN BIN ROTATION, PREPARING WORKORDERS AND REFILING CONTAINERS PICKED UP EACH WEEK)	PER MONTH	\$140.00
COST TO NOT EXCEED \$323.00 PER MONTH FOR REGULAR STORAGE AND ONE WEEKLY ROTATION. ADDITIONAL CHARGES WILL APPLY FOR OTHER SERVICES, SUPPLIES, ETC.		

RETRIEVAL AND DELIVERY

(FOR CONTAINER OR TAPE DELIVERIES NOT ON SCHEDULED WEEKLY
ROTATION)

RETRIEVAL- PER CARTON		\$ 1.75
RETRIEVAL- PER MAGNETIC TAPE, ADDITIONAL		\$ 1.75
EMERGENCY RETRIEVAL OF TAPE		DOUBLES ABOVE RATES
PICKUP OR DELIVERY OF TAPE FIRST		\$11.00
EACH ADDITIONAL TAPE EACH		\$ 1.00
PICK UP OR DELIVERY OF CONTAINERS FIRST		\$11.00
EACH ADDITIONAL CONTAINER (MAX. OF 10)		\$ 2.00
EMERGENCY SERVICE (1 HOUR SERVICE)		DOUBLE ABOVE RATES
VOLUME PICKUPS OR DELIVERIES, VAN AND ONE MAN (12-30 CONTAINERS) PER HOUR, ONE HOUR MINIMUM		\$35.00
EACH ADDITIONAL MAN, PER HOUR		\$20.00
TRUCK PICK-UP/DELIVERIES- TRUCK AND ONE MAN, PER HR. (ONE HOUR MINIMUM 31+ BOXES)		\$50.00

ADDITIONAL SERVICES

REFILE OF BOX OR TAPE	\$ 1.75
RECEIVING NEW CONTAINER	\$.50
ADDING NEW TAPE TO CONTAINER	\$ 3.35
INDEXING- ONE TIME FEE, PER CONTAINER	\$.50
PERMANENT REMOVAL, PER CONTAINER (PLUS RETRIEVAL)	\$ 3.25
FAX SERVICE- EACH PAGE	\$ 1.00
LABOR, PER HOUR	\$20.00
SALE OF MAGNETIC MEDIA BOX	\$ 6.00

www.recordsstoragecenter.com

Order #54 Agenda #60

In the Matter of L C Data Processing – Maintenance Agreement between Dynamic Imaging Systems, Inc. and the Board of Commissioners of the County of Lake for PictureLink Imaging Software for the Sheriff’s Department for the year 2015 in an amount not to exceed \$4,575.00 payable at the rate of \$1,143.75 per quarter.

Scheub made a motion, seconded by Allen, to approve the Maintenance Agreement between Dynamic Imaging Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for PictureLink Imaging Software for the Sheriff’s Department for the year 2015 in an amount not to exceed \$4,575.00 payable at the rate of \$1,143.75 per quarter. Motion carried.

Order #55 Agenda #61

In the Matter of L C Data Processing – Service Agreement between Service Express, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Computer Hardware Maintenance for the year 2015 in an amount not to exceed \$76,932.00 payable at the rate of \$19,233.00 per quarter.

Scheub made a motion, seconded by Allen, to approve the Service Agreement between Service Express, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Computer Hardware Maintenance for the year 2015 in an amount not to exceed \$76,932.00 payable at the rate of \$19,233.00 per quarter. Motion carried.

Order #56 Agenda #62

In the Matter of L C 911 – Proposals for 911 Center Security Cameras and Card Reader System under advisement. Letter of recommendation to ATN Technology, Inc. in the amount of \$66,845.00 as the low bidder to be ratified.

Allen made a motion, seconded by Scheub, to ratify acceptance of the proposal of ATN Technology, Inc. in the amount of \$66,845.00, being the low bidder for 911 Center Security Cameras and Card Reader System, as so recommended by the E911 Director. Motion carried.

Order #57 Agenda #63

In the Matter of L C 911 – 911 Center Stack Light Power Supplies.

Allen made a motion, seconded by Scheub, to ratify approval of 911 Center Stack Light Power Supplies on behalf of Lake County 911 Department. Motion carried.

Order #57 Agenda #64

In the Matter of L C 911 – Gary Tower Site Survey Project.

Allen made a motion, seconded by Scheub, to ratify approval of Gary Tower Site Survey Project on behalf of Lake County 911 Department. Motion carried.

Order #58 ADD Agenda #64A

In the Matter of L C 911 – Legal Services Agreement Amendment to the Agreement entered into on January 15, 2014 between Nicole Bennett and the Board of Commissioners of the County of Lake for an additional \$4,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement Amendment to the Agreement entered into on January 15, 2014 between Nicole Bennett and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for an additional \$4,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #59 Agenda #65

In the Matter of BIDS: L C B.O.C. – Printing Class 1, 2, 2A, 2B, 4, 5, & 8 for the year 2015.

This being the day, time and place for the receiving of bids for Printing Class 1, 2, 2A, 2B, 4, 5, & 8 for the year 2015, for the Board of Commissioners of the County of Lake, the following bids were received:

Haywood Printing Company, Inc.	
Class 1, 2, 2B, 4	\$ 94,731.47
Class 5	\$ 45,855.37
Class 8	\$119,031.30

Scheub made a motion, seconded by Allen, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried.

Order #60 Agenda #66

In the Matter of PROPOSALS: L C B.O.C. – L C Engineer, L C Jail, L C Juvenile Center for the year 2015 for Class 1 – Health and Grooming Supplies; Class 2 – Janitorial Supplies; Class 3 – Kitchen Supplies; Class 4 – Laundry Supplies; Class 5 – Lighting Supplies; Class 6 – Maintenance Supplies; Class 7 – Paper Products.

This being the day, time and place for the receiving of proposals for L C Engineer, L C Jail, L C Juvenile Center for the year 2015 for Class 1 – Health and Grooming Supplies; Class 2 – Janitorial Supplies; Class 3 – Kitchen Supplies; Class 4 – Laundry Supplies; Class 5 – Lighting Supplies; Class 6 – Maintenance Supplies; Class 7 – Paper Products, the following proposals were received:

Able Paper & Janitorial Supplies	
Class 1, 2, 3, 4, 7	\$217,882.00
North Coast Lighting, LLC	
Class 5	\$ 29,423.50

Scheub made a motion, seconded by Allen, to take the above mentioned proposals under advisement for further tabulation and recommendation. Motion carried.

Scheub made a motion, seconded by Allen, to allow the seeking of the open market for Class 6, Maintenance Supplies, having received no bids. Motion carried.

Order #61 Agenda #67

In the Matter of L C B.O.C. – Sale of Commissioner Real Estate, opening of bids.

Allen made a motion, seconded by Scheub, to accept the bid for Property No. 45-08-32-176-019.000-001 commonly known as 2323 W. 47th Ave, Gary, IN 46408 in the amount of \$11,007.98, from sole bidder Joe Clark dba Ultimate Towing of 3013 Gerry Street, Gary, IN 46406, whom presented a Cashier's Check (\$11,007.98), and ordered same that successful bidder must develop land and have permits submitted to L C Plan Commission by April 4th 2015 or property comes back to the L C Board of Commissioners, as so presented by Commissioners' Attorney John Dull. Motion passed 3-0.

Order #62 Agenda #68

In the Matter of L C B.O.C. – Legal Services Agreement between the Law Office of John S. Dull, P.C. and the Board of Commissioners of the County of Lake for Legal Services for the year 2015 in an amount not to exceed \$96,000.00 payable at the rate of \$8,000.00 per month.

Order #62 Agenda #68 cont'd

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between the Law Office of John S. Dull, P.C. and the Board of Commissioners of the County of Lake for Legal Services for the year 2015 in an amount not to exceed \$96,000.00 payable at the rate of \$8,000.00 per month. Motion carried with 2-1 vote.

Order #63 Agenda #69

In the Matter of L C B.O.C. – Legal Services Agreement between Joseph Irak and the Board of Commissioners of the County of Lake for legal services for the year 2015 in an amount not to exceed \$65,000.00 payable at the rate of \$5,416.66 per month.

Allen made a motion, seconded by Scheub, to approve the Legal Services Agreement between Joseph Irak and the Board of Commissioners of the County of Lake for legal services for the year 2015 in an amount not to exceed \$65,000.00 payable at the rate of \$5,416.66 per month. Motion carried.

Order #64 Agenda #70

In the Matter of L C B.O.C. – Agreement between the Board of Commissioners of the County of Jasper, Indiana and the Board of Commissioners of the County of Lake for 100 bed days of juvenile detention for the year 2015 in the amount of \$14,500.00 to be ratified.

Allen made a motion, seconded by Scheub, to ratify approval of the Agreement between the Board of Commissioners of the County of Jasper, Indiana and the Board of Commissioners of the County of Lake for 100 bed days of juvenile detention for the year 2015 in the amount of \$14,500.00. Motion carried.

Order #65 Agenda #71

In the Matter of L C B.O.C. – Agreement between Resource Conservation Services, North and the Board of Commissioners of the County of Lake for biosolids or waste material to be collected and disposed of at Hermits Lake.

Scheub made a motion, seconded by Allen, to approve the Agreement between Resource Conservation Services, North and the Board of Commissioners of the County of Lake for bio-solids or waste material to be collected and disposed of at Hermits Lake. Motion carried.

Order #66 Agenda #72

In the Matter of L C B.O.C. – Service Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for the Lake County Government Center A, B & C Buildings for the period of January 1, 2015 to December 31, 2016 in the amount of \$157,968.00 for 2015 payable at the rate of \$13,164.00 per month and \$161,100.00 for 2016 payable at the rate of \$13,425.00 per month.

Scheub made a motion, seconded by Allen, to approve the Service Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for the Lake County Government Center A, B & C Buildings for the period of January 1, 2015 to December 31, 2016 in the amount of \$157,968.00 for 2015 payable at the rate of \$13,164.00 per month and \$161,100.00 for 2016 payable at the rate of \$13,425.00 per month. Motion carried.

Order #66 Agenda #73

In the Matter of L C B.O.C. – Service Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for Westwind Manor for the period of January 1, 2015 to December 31, 2016 in the amount of \$13,025.00 for 2015 payable at the rate of \$6,512.50 semi-annually and \$13,416.00 for 2016 payable at the rate of \$6,708.00 semi-annually.

Scheub made a motion, seconded by Allen, to approve the Service Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for Westwind Manor for the period of January 1, 2015 to December 31, 2016 in the amount of \$13,025.00 for 2015 payable at the rate of \$6,512.50 semi-annually and \$13,416.00 for 2016 payable at the rate of \$6,708.00 semi-annually. Motion carried.

Order #67 Agenda #74

In the Matter of L C B.O.C. – Public Record of Performance Bond from Evans Consoles Incorporated for 911 Dispatch Center Console Furniture.

Scheub made a motion, seconded by Allen, to make a matter of public record the Performance Bond from Evans Consoles Incorporated for 911 Dispatch Center Console Furniture bid, surety – Westchester Fire Insurance Company, General Corporation (\$642,344.00). Motion carried.

Order #68 Agenda #76

In the Matter of L C B.O.C. – Ratification of City of Crown Point Donation Agreement concerning property number 45-12-29-300-004.000-029.

Scheub made a motion, seconded by Allen, to ratify approval of the City of Crown Point Donation Agreement concerning property number 45-12-29-300-004.000-029. Motion carried.
Cont'd.

Order #68 Agenda #76 cont'd

CITY OF CROWN POINT
MAYOR'S OFFICE
 101 North East Street, Crown Point, IN 46307
 (219) 662-3240; Fax (219) 662-3262

DONATION AGREEMENT
 (Without an Appraisal)

Project: 93rd St. & Chase St. Intersection
 Parcel Owner: Lake County 2000 Building Corporation

The Lake County 2000 Building Corporation, an Indiana nonprofit corporation, by and through the Board of Commissioners of Lake County, Indiana, the owner of the real estate needed for the above referenced project, and acknowledging the fact that Lake County 2000 Building Corporation, is entitled to just compensation based upon an approved appraisal of the subject real estate, nevertheless, desire to donate the property as described in Exhibit "A", attached hereto and made a part hereof. Lake County 2000 Building Corporation, waives such appraisal rights and will execute the necessary conveyance instruments to transfer said property to the City of Crown Point, Indiana.

This donation to the City of Crown Point, Indiana, is made without any coercive action of any nature.

The undersigned persons executing this donation represents and certifies on behalf of Lake County 2000 Building Corporation, that they have been fully empowered by Lake County 2000 Building Corporation to execute and deliver this conveyance and all other such instruments of transfer, that Lake County 2000 Building Corporation has full capacity to convey the real estate described, and that all necessary action for the making of this conveyance has been duly taken and done.

LAKE COUNTY 2000 BUILDING CORPORATION, an Indiana nonprofit corporation

by: **The Board of Commissioners of Lake County, Indiana**

Roosevelt Allen, Jr.
 Signature: Roosevelt Allen, Jr., member

Gerry Scheub U.D.
 Signature: Gerry Scheub, member

Michael C. Repay
 Signature: Michael C. Repay, member

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Roosevelt Allen, Jr.
Gerry Scheub
Michael C. Repay
 RATIFIED THIS 19th DAY OF NOV. 2014

STATE OF INDIANA: SS:
 COUNTY OF LAKE:

Before me, a Notary Public in and for said State and County, personally appeared Roosevelt Allen, Jr., Gerry Scheub and Michael C. Repay, members of the Board of Commissioner of Lake County, Indiana, for Lake County 2000 Building Corporation, an Indiana nonprofit corporation, acknowledged the execution of this donation agreement of the same date aforesaid to be a voluntary act and deed and who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 3 day of NOV, 2014.

Printed Name: Cheryl Burns I am a resident of LAKE County
 Signature: Cheryl J Burns My Commission expires April 12 20



Order #68 Agenda #76 cont'd

EXHIBIT "A"

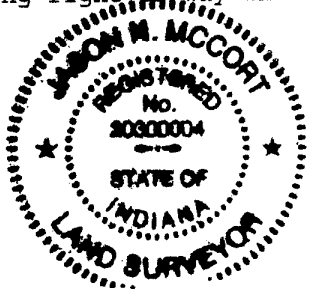
PARCEL 2

93rd Avenue & Chase Street

Key No.: 45-12-29-300-004.000-029

Sheet: 1 of 1

A part of the Southwest Quarter of the Southwest Quarter of Section 29, Township 35 North, Range 8 West, Lake County, Indiana, and being a part of the grantor's land described in Document No. 2000-087007 in the Office of the Recorder of Lake County, lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Beginning at the southwest corner of said section, designated as point "701" on said plat: thence North 0 degrees 12 minutes 37 seconds West (bearings based on the Location Control Route Survey Plat for this project recorded as Document No. 2013-092656 in the Office of said Recorder) 502.85 feet along the west line of said section; thence North 89 degrees 11 minutes 06 seconds East 237.99 feet to the point designated as "5004" on said plat; thence South 6 degrees 00 minutes 02 seconds East 333.71 feet to the point designated as "5021" on said plat; thence South 53 degrees 32 minutes 09 seconds East 211.01 feet to the point designated as "5006" on said plat; thence South 89 degrees 51 minutes 46 seconds East 85.00 feet to the point designated as "5025" on said plat; thence South 0 degrees 08 minutes 14 seconds West 50.46 feet to the south line of said section; thence North 89 degrees 48 minutes 44 seconds West 525.58 feet along said south line to the point of beginning and containing 3.559 acres, more or less, inclusive of the presently existing right of way which contains 0.329 acres, more or less.



Certified this 2ND day of SEPTEMBER, 2014.

Jason N. McCort

 Jason N. McCort, P.S.
 State of Indiana, Surveyor No. 20300004

This description was prepared for the City of Crown Point by Butler, Fairman & Seufert, Inc.

Order #68 Agenda #76 cont'd

PARCEL NO. : 2
PROJECT NO. : 1173426
ROAD NAME : 93RD & CHASE
COUNTY : LAKE
SECTION : 29
TOWNSHIP : 35 N.
RANGE : 8 W.

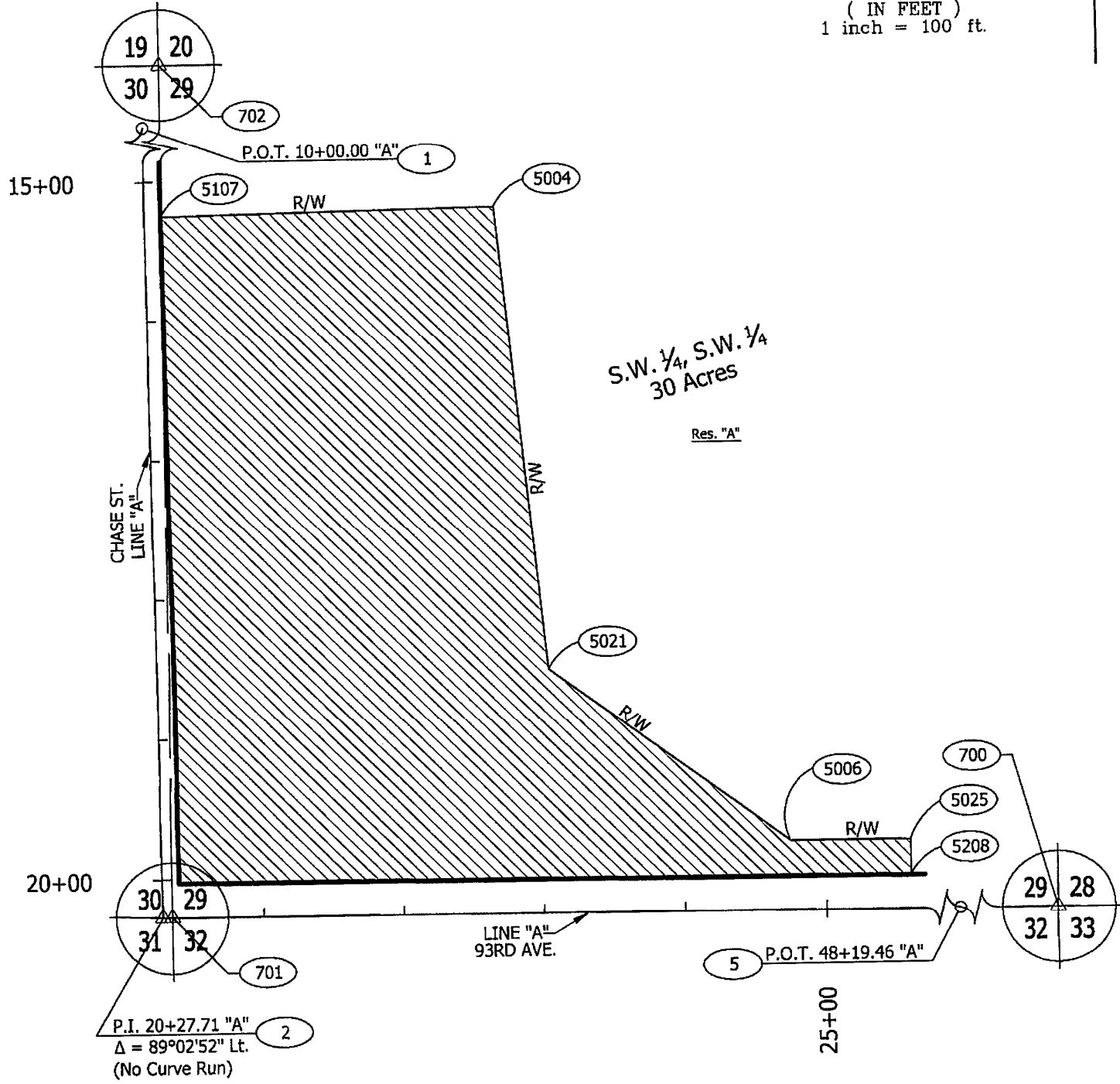
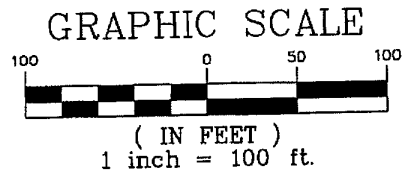
OWNER: LAKE COUNTY 2000 BUILDING CORPORATION
DOCUMENT NO. 2000-087007, DATED 11/30/2000

DRAWN BY: CVS 05/22/2014
CHECKED BY: JNM 08/28/2014
SCALE: 1"= 100'
SHEET 1 OF 2

HATCHED AREA IS THE APPROXIMATE TAKING

THIS PLAT WAS PREPARED FROM INFORMATION OBTAINED FROM THE RECORDER'S OFFICE AND OTHER SOURCES WHICH WERE NOT NECESSARILY CHECKED BY A FIELD SURVEY.

EXHIBIT "B"



Order #68 Agenda #76 cont'd

PARCEL NO. : 2
 PROJECT NO. : 1173426
 ROAD NAME : 93RD & CHASE
 COUNTY : LAKE
 SECTION : 29
 TOWNSHIP: 35 N.
 RANGE : 8 W.

OWNER: LAKE COUNTY 2000 BUILDING CORPORATION

DRAWN BY: CVS 05/22/2014
 CHECKED BY: JNM 08/28/2014

SHEET 2 OF 2

EXHIBIT "B"

PARCEL COORDINATE CHART

POINT	STATION	OFFSET	CL	NORTH	EAST
5004	15+25.00	250.00 Lt.	"A"	2259387.9707	2873173.2528
5006	24+75.00	50.00 Lt.	"A"	2258930.6867	2873377.8385
5021	23+05.00	175.00 Lt.	"A"	2259056.0935	2873208.1384
5025	25+60.00	50.00 Lt.	"A"	2258930.4831	2873462.8383
5107	15+25.00	Ex. R/W(11.72 Lt.)	"A"	2259384.5817	2872934.9974
5208	25+60.00	Ex. R/W(24.41 Lt.)	"A"	2258904.8928	2873462.7770

SEE LOCATION CONTROL ROUTE SURVEY PLAT FOR POINTS: 1, 2, 5, 700, 701 & 702

NOTE: STATIONS AND OFFSETS CONTROL OVER BOTH NORTH AND EAST COORDINATES AND BEARINGS AND DISTANCES

SURVEYORS STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" recorded as Instrument #2013092656 in the Office of the Recorder of LAKE County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").

ROUTE SURVEY PLAT

Prepared for - CITY OF CROWN POINT BOARD OF PUBLIC WORKS & SAFETY
 by Butler, Fairman and Seufert, Inc. (Job #5414.0601)

Project = 5414 8/28/2014 10:48 AM CVS 1
 U: \5414\ProjDevelopment\ROW\RWENG\CalculationDrawings\Landplats\Par.002.dwg



Jason N. McCort 9/2/2014
 Jason N. McCort Date
 P.S. 20300004

Order #69 Agenda #77

In the Matter of L C B.O.C. – Asbestos Air Monitoring Services Drain Pipe Leak Restoration Project, Lake County Government Center RCM Project #: 20140446 to be made a matter of public record.

Scheub made a motion, seconded by Allen, to make a matter of public record the Asbestos Air Monitoring Services Drain Pipe Leak Restoration Project, Lake County Government Center RCM Project #: 20140446. Motion carried.

Order #70 Agenda #78

In the Matter of L C B.O.C. – Letter from Commissioners' Attorney concerning GE Centricity System and prices and analysis of the Centricity System from Ken Ray.

Allen made a motion, seconded by Scheub, to make a matter of public record the Letter from Commissioners' Attorney concerning GE Centricity System and prices and analysis of the Centricity System from Ken Ray. Motion carried.

Order #71 Agenda #79

In the Matter of L C B.O.C. – Resolution of the Board of Commissioners of the County of Lake to join with and authorize a County consortium Bid on the Indiana Toll Road Lease.

Allen made a motion to approve, Resolution of the Board of Commissioners of the County of Lake to join with and authorize a County consortium Bid on the Indiana Toll Road Lease, upon discussion, Repay seconded the motion. Motion carried 2-1.

RESOLUTION NO. 14-07
**OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF
LAKE TO JOIN WITH AND AUTHORIZE A COUNTY
CONSORTIUM BID ON THE INDIANA TOLL ROAD LEASE**

Whereas, on April 12, 2006, the Indiana Finance Authority entered into that certain Indiana Toll Road Concession and Lease Agreement with ITR Concession Company LLC (the “Toll Road Lease”), which Toll Road Lease provides for a 75-year lease of the Indiana East-West Toll Road (the “Toll Road”); and

Whereas, on September 12, 2014, ITR Concession Company LLC and affiliated entities ITR Concession Company Holdings LLC and Statewide Mobility Partners LLC (collectively, the “Debtors”) filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Cases”) in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”); and

Whereas, on October 28, 2014, the Bankruptcy Court confirmed the Debtors’ plan of reorganization (the “Plan”), which provides for a competitive sale (the “Sale”) of substantially all of the Debtors’ assets, including the Toll Road Lease, through no later than August 1, 2015; and

Whereas, pursuant to the Plan, a special committee (the “Special Committee”) was formed to control the Sale process and to consider and accept bids for the purchase of the Debtors’ assets; and

Whereas, the County of LaPorte, Indiana (“LaPorte County”), previously engaged the boutique law firm of Goldstein & McClintock LLLP and has been talking to and working with investment banks and advisory firms, all at no out-of-pocket cost to LaPorte County or taxpayers, in connection with the Bankruptcy Cases and possible efforts to obtain public ownership or control over the operations (and thus enjoy the potential financial benefits of) the Toll Road Lease; and

Whereas, LaPorte County, in consultation with its advisors, has determined that a group of Northern Indiana counties (the “County Consortium”), acting through a separate not-for-profit corporation (the “Non-Profit Purchaser”), could participate in the Sale process and seek to acquire the Toll Road Lease; and

Whereas, LaPorte County, based on its review of investment banking analyses and diligence conducted to date, believes that if an acquisition of the Toll Road Lease is properly structured, the Toll Road Lease could generate tens of millions of dollars in annual net proceeds over the remaining sixty-seven year lease term; and

Whereas, LaPorte County in consultation with its advisors, has determined that the purchase of the Toll Road Lease could be reasonably financed through “conduit financing” sponsored by the counties participating in the County Consortium (the “Participating Counties”), and that the municipal revenue bonds (the “Bonds”) that would be issued to finance the transaction would be non-recourse to the Participating Counties; and

Order #71 Agenda #79 cont'd

Whereas, LaPorte County, in consultation with its advisors, has determined that a proposed bid being financed through municipal revenue bonds should have substantial competitive advantages as compared to private bids given the relative cost of the financing and the tax advantages inherent in such a structure; and

Whereas, the Sale process requires the submission of a preliminary bid (the "Preliminary Bid") by November 20, 2014; and

Whereas, in order to accomplish the foregoing for the benefit of all Participating Counties, LaPorte County, has engaged or is in the process of engaging bankruptcy counsel, financial advisors, bond underwriters, bond counsel, and other professionals, all of whom it is seeking to retain and/or has retained at no up-front cost to taxpayers in Participating Counties absent later written agreement of Participating Counties to the contrary; and

Whereas, although it has sought to minimize out-of-pocket costs and is negotiating for deferred fees from its intended financial advisor (the "Financial Advisor"), LaPorte County has determined that the Financial Advisor will incur costs in the submission of the Preliminary Bid, which will require an initial financial contribution from each Participating County of \$10,000.00 (the "Initial Contribution") in order to cover expenses; and

Whereas, if the Special Committee allows the County Consortium to continue in the Sale process after submission of the Preliminary Bid, the County Consortium will need to engage the services of a bond rating agency to rate the Bonds in order to submit a viable final bid (the "Final Bid") that would be acceptable to the Special Committee; and

Whereas, LaPorte County has determined, in consultation with its advisors, that the expected cost of rating the Bonds will be between \$100,000 and \$125,000, and is prepared to contribute funds toward that and other costs that may be required to submit a Final Bid if other Participating Counties are willing to do the same (the "Bond Rating Contribution"); and

Whereas, LaPorte County believes that it would be appropriate for Participating Counties to enter into an interlocal agreement (the "Interlocal Agreement") which would, among other things, contain a formula for evenly allocating excess proceeds received by the Non-Profit Purchaser among the Participating Counties (to be spent on infrastructure investments and other county priorities); and

Whereas, LaPorte County is currently seeking to have interested counties issue resolutions agreeing to, without limitation: (a) become Participating Counties; (b) make a Financial Contribution to the Toll Road Bid effort; and (c) otherwise use best efforts to help accomplish an acquisition of the Toll Road Lease as generally described above;

Now, Therefore be it Resolved by the Board of Commissioners of the County of Lake, Indiana (the "County") that:

***SECTION 1.** The County agrees to become a Participating County, and will exercise its best efforts to participate in the process by the County Consortium to purchase the Toll Road Lease, including but not limited to: (a) working with LaPorte County and other Participating Counties and negotiating in good faith any agreements, including the Interlocal Agreement, that may be required*

Order #71 Agenda #79 cont'd

in connection with the foregoing and (b) executing such other documents and/or taking such other or further actions as may be necessary or appropriate to accomplish the foregoing.


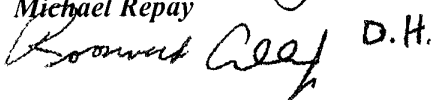
SECTION 2. *The County agrees to promptly remit the Initial Contribution to LaPorte County, which contribution will be used to defray expenses incurred by LaPorte County's Financial Advisor in connection with the Preliminary Bid. The County agrees to use its best efforts to secure funds, including from third parties, for the Bond Rating Contribution; provided, however, that nothing in this resolution requires the County to commit to a specific dollar commitment beyond the Initial Contribution until and unless there is agreement and consent by the Participating Counties.*

SECTION 3. *The County agrees to review and sign-off on and support any reasonable Preliminary Bid and Final Bid that is prepared by LaPorte County and its advisors, provided that (a) such bids are structured in a manner such that the underlying financing is non-recourse to the County and its taxpayers and (b) other than as explicitly agreed to above or as agreed to in a separate approved written resolution, the County is not under any obligation to pay any additional costs that may be associated with the Preliminary Bid or the Final Bid.*

SECTION 4. *This Resolution shall be in full force and effect from and after its passage and approval, as required by law.*

Approved this 19th day of November, 2014

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


Michael Repay

Roosevelt Allen, Jr.

Attest:

Peggy Keough,
Lake County Auditor

Gerry J. Scheub

Order #72 Agenda #80

In the Matter of L C B.O.C. – Selection of Waverly Engineering for engineering services on the 3rd floor Jail renovation plumbing project to be ratified.

Allen made a motion to ratify subject to discussion, seconded by Repay to discuss, Commissioner *Scheub* would like to table and be able to look at an alternative, *Allen*, had a question, stating that if the Board ratifies it generally means you/we are approving something that has already occurred, John, spoke, vote not to ratify, *Repay*, spoke, summarizing what the discussion is regarding to those present, mentioning 3.1 million, *Sheriff*, spoke, stating that as far as the plumbing is concerned the conditions are deplorable, flooding is occurring on a daily basis, causing extreme damage on administrative floor, mold which is a health hazard, also stating he believed that the money was already in place, doing a study could delay another 4 to 5 months, we have serious problems here, the type of systems we want to put in will definitely prevent flooding, building built in 1972, 3rd floor is in middle of entire building and most important for repair, a 6 month delay right now would be disastrous, *Repay*, so, it sounds like, you're (Sheriff) advocating for us (Board of Commissioners of the County of Lake) to ratify the engineering services because to delay it would, *Sheriff*, spoke, being unclear to Commissioners' statement, John Dull, intervened, stating no, what he (Sheriff) would like you to do is go forward with the plumbing firm that was willing to do it before which was Keough Plumbing, *Repay*, but we don't have money to do that, John, not yet we don't, *Repay*, so we're delayed no matter what, John, this is a Bond issue, the 3.1, *Sheriff* is saying that Keough (Plumbing) has done all the research work, they know what the problem is, and as you recall, I (John) had you declare emergency and we had a joint meeting with the Council, the Sheriff asked if it could be approved, but it (sealed

Order #72 Agenda #80 cont'd

proposal) had to be rejected because there was no money nor appropriation, Allen, spoke, it was a question to whether the engineering services had already been done and also whether they've been done already or if we were duplicating the engineering services, discussion cont'd. Repay, there's a couple of components of this that I think bare (just speaking publicly), there are mechanisms that through the Council contract, that are going to be put in place and that have been put in place throughout parts of the jail, that are (what I would call) the expense of that nominal as compared to the 3.1 million, the issue comes when you decide to put a (it's like putting a Ferrari engine in a Yugo) and I understand that we don't want to do that, but in order to put a Ferrari in there it's going to cost us a lot more, it's going to cost us the 3.1 million, this is pure and simple a question of, can we declare an emergency and say look we need to fix the over flushing/gang flushing, yes we could do that and put it in place at a nominal cost maybe no more than a couple hundred thousand, I think the Council already has it, if you put that type of equipment on existing plumbing structure that is not suited for it, it's not desirable, it's not what I want to do in County Government, however I can't see, as an elected official, authorizing a single source operator to go in and just do it, when he wrote the spec, did all the design work, knows what is, and I understand he does good work, but that doesn't pass the smell test, or any test, nor state statute, now where we're at is either we ratify Waverly Engineering and move it along and get the spec and get it out to bid and go forward and if nobody else wants to do it (as you say, Sheriff) then there we'll have Keough and the lone bidder, debating or delaying this any more is irrelevant. Scheub, what would the emergency be now or what cost would it be to get this plumbing fixed before all the other things that are to be done on that floor, where we could address this right now with an emergency for the plumbing, we have an emergency, John, spoke, cost is the 3 million, Repay, the question is can we have a 3 million dollar emergency, I think what the Sheriff wants and I believe is the right way to do it is to fix all the plumbing that's associated, put those new monitors and equipment on to fresh pipes, valves and etc., and that is 3 million dollars no other way, John, bond could be in, in January, Repay, even if Council approves to bond we would have to wait until January anyway, and that's even if, Council approves. Scheub, so we have to leave it keep leaking, we've got an emergency we should address, John, speaking in background, Scheub, and nothing gets done until February?, can the Sheriff call the emergency now and have somebody come in and do it, right now, I don't know what the cost is, but we have an emergency, and what do we do when we have an emergency, we allow the elected official to go out, get it done right away, Allen, actually the main motion was for ratification, Repay seconded, just to get it up on the floor for discussion. Scheub, we've got to address the emergency right now. Repay, emergency related to what the inmates are doing with the flushing. Disc. Cont'd. Repay, is there a way to solve the emergency short of 3 million dollars, Sheriff? Scheub, does the Sheriff declare an emergency for the leakage?, that's what we have to decide, we can activate it right away, we could have somebody in there tomorrow to fix it so we repair it right now and then we could take it from there..... Disc. Cont'd.

Allen, made a motion to retract previous motion made, spoke regarding the Emergency at hand, stating, something must be done before a lawsuit could occur.

John Dull, addressed the Board. Disc. Cont'd.

Scheub made a motion to respond to the Emergency in the Jail by going out and getting two proposals, Allen seconded the motion. Motion to declare and respond to Emergency by getting two bidders, as stated by Repay, no vote taken.

John Dull, speaking in regards to Calumet City Plumbing and Keough, Sheriff, intervened stating we have already gotten proposals from said companies with the exception of Calumet City Plumbing didn't turn anything in, says Sheriff Buncich, John, made a response to the Sheriff's concerns, stating what the Commissioners want to do is, declare an Emergency and go ahead and accept the proposal from Keough that was submitted before in Emergency status, is that what you're saying Commissioner (Dull to Scheub), Scheub responds, yes!, Motion carries 2-1.

Order #73 Agenda #81

In the Matter of L C B.O.C. – Change Order No. 1 from Gariup Construction for the 911 Consolidation Project in the amount of - \$5,718.00 to be made a matter of public record.

Scheub made a motion, seconded by Allen, to make a matter of public record Change Order No. 1 from Gariup Construction for the 911 Consolidation Project in the amount of -\$5,718.00. Motion carried.

Order #74 Agenda #82

In the Matter of L C B.O.C. – Memo from Judge Diane Boswell concerning Court Security to be made a matter of public record.

Scheub made a motion, seconded by Allen, to make a matter of public record the memo from Judge Diane Boswell concerning Court Security. Motion carried.

Order #75 ADD Agenda #82A

In the Matter of L C B.O.C. – Maintenance Agreement for Hermits Lake Billing System for the Treasurer between A.E. Boyce Company, Inc. d/b/a Boyce Systems – Keystone and the Board of Commissioners of the County of Lake for the year 2015 in the amount of \$1,055.00.

Scheub made a motion, seconded by Allen, to approve the Maintenance Agreement for Hermits Lake Billing System for the Treasurer between A.E. Boyce Company, Inc. d/b/a Boyce Systems – Keystone and the Board of Commissioners of the County of Lake for the year 2015 in the amount of \$1,055.00. Motion carried.

Order #76 ADD Agenda #82B

In the Matter of L C B.O.C. – Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum, (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake for the year 2015 at the same annual rate of \$60,000.00 payable at the rate of \$5,000.00 per month.

Allen made a motion, seconded by Scheub, to approve the Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum, (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake for the year 2015 at the same annual rate of \$60,000.00 payable at the rate of \$5,000.00 per month. Motion carried.

Order #77 ADD Agenda #82C

In the Matter of L C B.O.C. – Board of Commissioners Donation of Tax Sale Certificates for 2334 West 11th Ave (45-08-08-137-023.000-004), 2521 West 11th Ave (45-08-08-176-011.000-004) and 2956 W. 11th Ave (45-08-08-107-028.000-004) to Repairer of the Breach Ministries.

Allen made a motion, seconded by Scheub, to approve the Board of Commissioners Donation of Tax Sale Certificates for 2334 West 11th Ave (45-08-08-137-023.000-004), 2521 West 11th Ave (45-08-08-176-011.000-004) and 2956 W. 11th Ave (45-08-08-107-028.000-004) to Repairer of the Breach Ministries. Motion carried.

Order #78 ADD Agenda #82D

In the Matter of L C B.O.C. - Agreement between the Board of Commissioners and Abate of Indiana, Inc. for use of the Government Center lot for 2015 Motorcycle Rider Courses.

Allen made a motion, seconded by Scheub, to approve the Agreement between the Board of Commissioners and Abate of Indiana, Inc. for use of the Government Center lot for 2015 Motorcycle Rider Courses. Motion carried.

Order #79 ADD Agenda #82E

In the Matter of L C B.O.C. - License and Permit Bond of DCS Mechanical to be made a matter of public record

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the License and Permit Bond of DCS Mechanical. Motion carried.

Order #80 ADD Agenda #82F

In the Matter of L C B.O.C. - Cancellation of an October, 2007 Agreement between the Board of Commissioners of the County of Lake and Enterprise Properties, LLC to apply \$24,784.32 due and owing to property taxes.

Allen made a motion, seconded by Scheub, to approve the Cancellation of an October, 2007 Agreement between the Board of Commissioners of the County of Lake and Enterprise Properties, LLC to apply \$24,784.32 due and owing to property taxes.

Order #81 Agenda #83

In the Matter of L C B.O.C. – Property Disposal Requests: A. Lake County Auditor.

Allen made a motion, seconded by Scheub, to approve the disposal of property as so requested by the Lake County Auditor, reviewed and okayed by Mr. Raggs, present. Motion carried.

Order #82 Agenda #84

In the Matter of Review and Approval of the Minutes: A. Wednesday, October 15, 2014 – Regular Meeting.

Scheub made a motion, seconded by Allen, to approve the Minutes of the Regular Meeting of the Board of Commissioners of the County of Lake held Wednesday, October 15, 2014. Motion carried.

Order #82 Agenda #85

In the Matter of Lake County Expense Claims to be allowed Wednesday, October 15, 2014.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, November 19, 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 November 19, 2014. Motion carried.

Order #82 Agenda #86

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, November 13, 2014. Motion carried.

Ordinance No. 1367B-7	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance for 2014, Ordinance No. 1367B
Ordinance No. 1370A-3	Ordinance Amending The Ordinance Establishing The Lake County Community Corrections Grant Fund, Ordinance No. 1370A
Ordinance No. 1378A	Ordinance Concerning Holiday Schedule For The Calendar Year of 2015
Resolution No. 14-103	Resolution Honoring Munster's Frank H. Hammond Elementary School As A National Blue Ribbon Award Winner
Resolution No. 14-104	Resolution Honoring The Merrillville Pop Warner Junior Pee Wee – D2 Football Team
Resolution No. 14-105	Resolution Permitting The Lake County Commissioners To Pay An Outstanding 2012 Invoice/Debt From The 2014 Budget
Resolution No. 14-106	Resolution Permitting Lake County Sheriff To Pay Outstanding 2012 and 2013 Jail Invoices/Debts From The 2014 Budget

Order #82 Agenda #87

In the Matter of Service Agreements

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

L C ASSESSOR	W/	Cooler Smart USA, LLC
L C ASSESSOR	W/	Costar Realty Information, Inc.
L C CALUMET TOWNSHIP ASSESSOR	W/	M & S, Inc.
L C ROSS TOWNSHIP ASSESSOR	W/	Sylvia Moon
L C COMMISSIONERS	W/	Patten Power Systems, Inc.
L C COMMISSIONERS	W/	Great Lakes Plant Services, LLC

Order #82 Agenda #87 cont'd

L C COMMISSIONERS	W/	F.E. Moran
L C COMMISSIONERS	W/	F.E. Moran
L C COMMISSIONERS	W/	Rochester Midland
L C COMMUNITY CORRECTIONS	W/	Monroe Pest Control Co., Inc.
L C COURT ADMINISTRATOR	W/	Peak-Ryzex, Inc.
L C FAIRGROUNDS	W/	Service Sanitation, Inc.
L C FAIRGROUNDS	W/	Star Disposal
L C HEALTH DEPARTMENT	W/	Verizon Wireless
L C SUPERIOR COURT COUNTY DIV RM 1	W/	Word Systems, Inc.
L C SUPERIOR COURT COUNTY DIV RM 4	W/	Word Systems, Inc.
L C TREASURER	W/	ABC Burglar & Fire Alarm Corp
L C TREASURER	W/	ABC Burglar & Fire Alarm Corp
L C TREASURER	W/	ABC Burglar & Fire Alarm Corp

Order #82 Agenda #88

In the Matter of Poor Relief Decisions

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

Charles Gray	Denied for appellant's failure to appear
DeJuarai Scott	Denied for appellant's failure to appear
Elayne Willis	Approved/partial
Pediniek Wieslawa	Denied
Tiffany Holdem	Approved
Trina Brodnax	Denied
Joshua Bachlutner	Approved
Ronald Washington	Approved
John Demoss	Approved/partial
Melissa Woods	Approved
Torrence Hamilton	Approved
Allan Walker	Denied
Monwella Hartfield	Approved
Derrick Green	Denied/Remanded to township for further consideration and review
Michael Randolph	Approved
Antoinette Shelton	Denied for appellant's failure to appear
Tamika Robertson	Denied
Pamela Mallett	Denied for appellant's failure to appear
Abrisharif Sumar	Denied for appellant's failure to appear
Settie Rowe	Approved/partial
Sandra Spann	Denied for appellant's failure to appear
Darvis Gillen	Approved
Levon Gales	Approved/partial
Clarida Fisher	Denied for appellant's failure to appear
Nicole Randle	Approved on condition
Gayle McGee	Denied
Karla Chase	Approved
Elaine Watson	Approved/partial
Vicky Cerras	Approved on condition
Mona Isom	Denied
Tiffany Bracey	Approved
Terlisa Jones	Approved/partial – Home Visit
Kathleen Miller	Denied for appellant's failure to appear
Geneva Wilson	Denied for appellant's failure to appear
Devin Taylor	Denied for appellant's failure to appear
Kimberly Washington	Denied for appellant's failure to appear
Noah Drane	Approved/partial
Matthew Ingram	Approved
Amber Comass	Denied
Jeffrey Beal	Approved
Rosiland Barnes	Denied
LaDonna Wells	Denied for appellant's failure to appear
Laura Skinner	Denied
LeAnn Sack	Approved
Robert Montgomery	Approved
Patricia Matthews	Approved
Melissa Malone	Denied for appellant's failure to appear
Shavette Gurney	Denied
Richards Dotson	Approved
Katherine Presberg	Denied for appellant's failure to appear
Lenora Esco	Denied
Trimika Bryant	Denied for appellant's failure to appear
Valeria Tanner	Approved/partial
Margaret Walker	Denied
Elayne Willis	Approved/partial
Breon Richards	Denied
Aubrey Mabon	Denied
Candace Roberts	Denied for appellant's failure to appear
Richard Harris	Denied
Robert Mickles	Approved
Chelette McDaniels	Denied
Monique Nelson	Denied for appellant's failure to appear
Creal Parker	Approved
Vernica Phelps	Denied

Order #82 Agenda #88 cont'd

Kwane Ray	Approved
John Riley	Denied for appellant's failure to appear
Breanna Shoemaker	Denied for appellant's failure to appear
Fred Mendez	Denied
Shanese Lyles	Remanded to township for further consideration and review
Anagelina Lazado	Approved/partial
Tonya Franklin	Denied
Darren Fillmore	Approved/partial
Michael Daniels	Approved
Korey Carroll	Denied
Dean Grass	Remanded to township for further consideration and review
Jacqueline Cox	Approved
Angela Randolph	Denied for appellant's failure to appear
Lisa Moore	Approved
Dennis Ragin	Approved/partial
Charley Richards	Approved
Marvin Crest	Approved on condition
Violet Graham	Denied
Shanetta Hundley	Denied
Laquita Jackson	Denied
May Jamison	Denied
Shana Joshua	Denied
Darci Morgan	Approved on condition
Nekisha Mosley	Remanded to township for further consideration and review
Lakrishna Pempleton	Approved/partial
Jasmine Bell	Denied for appellant's failure to appear
Aleeza Cotton	Approved/partial
Toresia Drishell	Remanded to township for further consideration and review
Timothy Bryant	Denied for appellant's failure to appear
Frankie Harris	Denied
Ezell Hicks	Denied for appellant's failure to appear

Order #82 Agenda #89A

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

Scheub made a motion, seconded by Allen, to approve the pay immediate (hand cut) checks submitted by the Auditor's Bookkeeping Supervisor for the month of October, 2014. Motion carried.

Order #83 Agenda #90A

In the Matter of Appointments – A. Crown Point Library Board.

Scheub made a motion, seconded by Allen, to approve the re-appointment of Ms. Fiona McCarroll, retaining for another term to the Crown Point Library Board, a four-year term – January 1, 2015 to December 31, 2018. Motion carried.

Order #84 Agenda #91

In the Matter of Staff Reports

Staff report, an Executive Session will be held immediately following the adjournment of this meeting.

Order #85 Agenda #93

In the Matter of Commentary – Comments from member of the Board of Commissioners.

Commissioner Scheub, Happy Thanksgiving everybody.

Order #86 Agenda #94

In the Matter of Commentary – Comments from the public

Comes now, Citizen Jim Nowacki, Gary, Indiana, commented to the Board about a series of events occurring as it relates to the purchase of the building owned by CLEW Properties on 5th Ave in Gary, Indiana as it relates to the (Calumet Township Assessor Office) Lease that has been deferred for further review, speaking about a drastic reduction in assessed valuation.

The next Board of Commissioners Meeting will be a Special Meeting held on December 10, 2014 at 9:40 A.M.

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

The following officials were Present:
 Attorney John Dull
 Brenda Koselke
 Tramel Raggs

MICHAEL REPAY, PRESIDENT

ROOSEVELT ALLEN Jr., COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR