

The Board met in due form with the following members present: Roosevelt Allen, Jr., Frances DuPey 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 16th day of January, 2008 at about 3:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16th day of January, 2008 at about 3:00 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B

In the Matter of Notices/Agenda: Additions, Deletions, and Corrections to Agenda for a Regular Meeting.

DuPey made a motion, seconded by Scheub, to approve the Additions – Item #21A - Reconsideration of Bid Awards for Household Supplies, Kitchen Supplies, Garage and Motor Supplies and Food Products. Item #32A – Amendment to the Consulting Contract entered into on October 17, 2007 between the Forrester Group and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor. Item #35A – Contract Agreement between the Sidwell Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Surveyor for the Geographic Information System (GIS). Item #35B – Lake County Fairgrounds request for permission to seek proposals for Portable Sanitation Service. Proposals to be returned by Wednesday, February 20, 2008 prior to 9:30 A.M. in the Lake County Auditor's Office. Item #35C – Contract for Legal and Consulting Services between David J. Sims and the Board of Commissioners of the County of Lake on behalf of the Lake County Emergency Management Agency for Contract Attorney Services for the year 2008 in an amount not to exceed \$14,000.00 at the rate of \$90.00 per hour. Item #44G – Bond #3-688-015, Carl Speichert, Hanover Township Assessor. Item #44H – Bond #3-688-028, Michael A. Brown, Lake County Recorder. Item #46A – Consulting Contract between David Gilyan and the Board of Commissioners of the County of Lake for contract attorney services for the Lake County Sheriff's Merit Board for the year 2008 in amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Item #46B - Consulting Contract between Jewell Harris, Jr. and the Board of Commissioners of the County of Lake for Contract Attorney Services regarding Personnel Questions assigned by Commissioners Attorney and Grievance Review Board for the year 2008 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour. Item #46C – Consulting Contract between Ron Ostojic and the Board of Commissioners of the County of Lake for Contract Attorney Services for the Lake County Sheriff's Corrections Board for the year 2008 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Item #46D – Consulting Contract between George Patrick and the Board of Commissioners of the County of Lake for Contract Attorney Services regarding Personnel Questions assigned by Commissioners Attorney, Insurance Oversight and Insurance Oversight Committee, Personnel Manual, Unemployment Cases for the year 2008 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour. Item #46E – Consulting Contract between J.M. Bennett and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$35,000.00 at the rate of \$100.00 per hour. Item #46F – Letter from the Commissioners Attorney Concerning Legal Opinion on Signatures. Item #46G – Revised County Form 16 – Specifications for Public Construction. Item #46H – Eleven (11) Vehicle Titles to be transferred to HIDTA. Deletions – Number 15E and Number 43. Motion passed 3-0.

Order #3 Agenda #5E

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

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order #4 Agenda #6

In the Matter of: Reorganization of the Board.

Nomination for Board President – DuPey nominates Scheub to serve as President of the Board of Commissioners for 2008, with no other nominations being heard the nominations are closed, by unanimous consent Commissioner Scheub is President of the Board of Commissioners for 2008. Motion passed 3-0.

Nomination for Board Vice President – DuPey nominated Allen for Vice President of Board of Commissioners, with no other nominations being heard the nominations are closed. Commissioner Allen is Vice President of the Board of Commissioners for the year 2008. Motion passed 3-0.

Order #5 Agenda #7

In the Matter of: Board of Commissioners of the County of Lake Resolution No. 08-01 – Resolution establishing regular Meeting dates for the year 2008.

DuPey made a motion, seconded by Allen, to approve the Board of Commissioners Resolution No. 08-01, Resolution establishing Regular Meeting dates as every third Wednesday of each month of the year 2008. Motion passed 3-0.

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RESOLUTION NO. 08-01
RESOLUTION ESTABLISHING REGULAR MEETING DATES FOR THE YEAR 2008**

IN ACCORDANCE WITH I.C. 36-2-2-6 THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR MEETING DATES OF THE BOARD OF COMMISSIONERS WHICH MEETINGS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC MEETING DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2008 ARE AS FOLLOWS:

WEDNESDAY, JANUARY 16, 2008	WEDNESDAY, JULY 16, 2008
WEDNESDAY, FEBRUARY 20, 2008	WEDNESDAY, AUGUST 20, 2008
WEDNESDAY, MARCH 19, 2008	WEDNESDAY, SEPTEMBER 17, 2008
WEDNESDAY, APRIL 16, 2008	WEDNESDAY, OCTOBER 15, 2008
WEDNESDAY, MAY 21, 2008	WEDNESDAY, NOVEMBER 19, 2008
WEDNESDAY, JUNE 18, 2008	WEDNESDAY, DECEMBER 17, 2008


IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR MEETINGS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE REGULAR MEETING IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.

THIS RESOLUTION IS ENACTED THIS 16TH DAY OF JANUARY, 2008.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.


GERRY J. SCHEUB


FRANCES DuPEY

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #5 Agenda #8

In the Matter of: Board of Commissioners of the County of Lake Resolution No. 08-02 – Resolution establishing regular Study Session dates for the year 2008.

DuPeay made a motion, seconded by Allen, to approve the Board of Commissioners Resolution No. 08-02, Resolution establishing the Study Session dates for the year 2008 as every seconded (2nd) Wednesday of the year. Motion passed 3-0.

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RESOLUTION NO. 08-02
ESTABLISHING REGULAR STUDY SESSION DATES FOR THE YEAR 2008**

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR STUDY SESSION DATES OF THE BOARD OF COMMISSIONERS WHICH STUDY SESSIONS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC STUDY SESSION DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2008 ARE AS FOLLOWS:

WEDNESDAY, JANUARY 9, 2008
WEDNESDAY, FEBRUARY 13, 2008
WEDNESDAY, MARCH 12, 2008
WEDNESDAY, APRIL 9, 2008
WEDNESDAY, MAY 14, 2008
WEDNESDAY, JUNE 11, 2008

WEDNESDAY, JULY 9, 2008
WEDNESDAY, AUGUST 13, 2008
WEDNESDAY, SEPTEMBER 10, 2008
WEDNESDAY, OCTOBER 8, 2008
WEDNESDAY, NOVEMBER 12, 2008
WEDNESDAY, DECEMBER 10, 2008

IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR STUDY SESSIONS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE STUDY SESSION IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

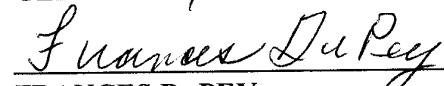
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THIS RESOLUTION IS ENACTED THIS 16TH DAY OF JANUARY, 2008.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.


GERRY J. SCHEUB


FRANCES DuPEY

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #6 Agenda #8

In the Matter of: Board of Commissioners of the County of Lake Resolution No. 08-03 – Resolution establishing regular Executive Session dates for the year 2008.

DuPey made a motion, seconded by Allen, to approve the Board of Commissioners Resolution No. 08-03 Establishing regular Executive Session dates as every third Wednesday of each month after a Regular Meeting in the year 2008. Motion passed 3-0.

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RESOLUTION NO. 08-03
ESTABLISHING REGULAR EXECUTIVE SESSION DATES FOR THE YEAR 2008**

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR EXECUTIVE SESSION DATES OF THE BOARD OF COMMISSIONERS WHICH EXECUTIVE SESSIONS SHALL BE HELD AT 12:00 P.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC EXECUTIVE SESSION DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE FOR CALENDAR YEAR 2008 ARE AS FOLLOWS:

WEDNESDAY, JANUARY 16, 2008
WEDNESDAY, FEBRUARY 20, 2008
WEDNESDAY, MARCH 19, 2008
WEDNESDAY, APRIL 16, 2008
WEDNESDAY, MAY 21, 2008
WEDNESDAY, JUNE 18, 2008

WEDNESDAY, JULY 16, 2008
WEDNESDAY, AUGUST 20, 2008
WEDNESDAY, SEPTEMBER 17, 2008
WEDNESDAY, OCTOBER 15, 2008
WEDNESDAY, NOVEMBER 19, 2008
WEDNESDAY, DECEMBER 17, 2008

IN ACCORDANCE WITH I.C. 5-14-1.5-5 © THE NOTICE OF THESE REGULAR EXECUTIVE SESSIONS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE EXECUTIVE SESSION IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

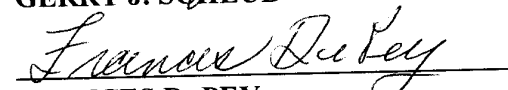
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THIS RESOLUTION IS ENACTED THIS 16TH DAY OF JANUARY, 2008.

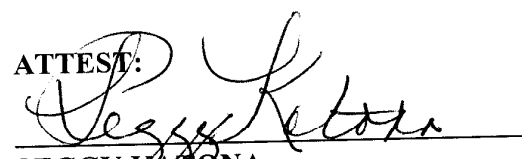
BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.


GERRY J. SCHEUB


FRANCES DUPEY

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #7 Consent Agenda #20A-E

In the Matter of: L.C. Highway – Certificates of Liability Insurance: A. Midwest Underground Technology, Inc. B. North American Salt Company. C. Century Tel, Inc., D. The Pangere Corporation, E. Gatlin Plumbing & Heating, Inc.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Certificates of Liability Insurance for the above named companies on behalf of the Lake County Highway Department. Motion passed 3-0.

Order #8 Consent Agenda #44A-F ADD G-H

In the Matter of: Board of Commissioners – Officials Bonds – Margaret Katona – L.C. Auditor, Roosevelt Allen Jr. – L.C. Commissioner, Frances DuPey – L.C. Commissioner, Gerry J. Scheub – L.C. Commissioner, David J. Pastrick – L.C. Commissioner, George VanTil – L.C. Surveyor, Carl Speichert – Hanover Township Assessor, Michael A. Brown – L.C. Recorder.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Officials Bonds for Margaret Katona – L.C. Auditor, Roosevelt Allen Jr. – L.C. Commissioner, Frances DuPey – L.C. Commissioner, Gerry J. Scheub – L.C. Commissioner, David J. Pastrick – L.C. Commissioner, George VanTil – L.C. Surveyor, Carl Speichert – Hanover Township Assessor, Michael A. Brown – L.C. Recorder. Motion passed 3-0.

Order #9 Consent Agenda #50

In the Matter of: Vendor Qualification Affidavits.

Allen made a motion, seconded by DuPey, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

ROBERT BALASH TRUCKING
LENORA CORP D/B/A CRAFTER CORPORATION
ILLIANA DISTRIBUTING, LLC
PATRICIA C. SMITH
DOROTHY SULLIVAN
RON & SONS AUTO REPAIR
METHODIST HOSPITAL RADIOGRAPHICS, LLC
ORTHOPAEDIC, PEDIATRIC & SPINE INSTITUTE p.c.
NEUROSCIENCE INSTITUTE OF NWI
NORTHWEST INDIANA PATHOLOGY CONSULTANTS, p.c.
BOWMAN DISPLAYS DIGITAL IMAGING INC.

Order #9 Consent Agenda #51

In the Matter of: Departmental Reports: L.C. Treasurer, October 31, 2007

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, 2007. 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 DuPey, to approve and accept the above Treasurer's Report of October 31, 2007 as submitted. Motion passed 3-0.

Order #10 Agenda #10A

In the Matter of: L.C. Building Manager – Property Disposal – L.C. Surveyor.

Allen made a motion, seconded by DuPey, to accept the recommendation of Mr. Ombac, Building Manager to approve the request for property disposal by the Surveyor's Office. Motion passed 3-0.

Order #11 Agenda #11

In the Matter of: L.C. Highway – BIDS – Gasoline & Diesel Fuel delivered to Crown Point Garage, to be ratified.

The Highway Superintendent requests of the Board to ratify the approval of the low bid of the fuel for Crown Point Garage to Pinkerton Oil Company for \$282,497.50, upon a motion to ratify by DuPey and seconded by Allen. Motion passed 3-0.

Order #12 Agenda #12

In the Matter of: L.C. Highway – BIDS – Gasoline & Diesel Fuel delivered to Lowell Garage, to be ratified.

The Highway Superintendent requests of the Board to ratify the approval of the low bid of the fuel for Lowell Garage to Pinkerton Oil Company for \$228,277.50, upon a motion to ratify by DuPey and seconded by Allen. Motion passed 3-0.

Order #13 Agenda #13

In the Matter of: L.C. Highway – BIDS – Spray Injection Road Repair Machine.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent for Equipment Marketing Company in the amount of \$52,500.00, being the most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

January 16, 2007

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

ATTN: Roosevelt Allen Jr., President

RE: Spray Injection Road Repair Machine

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, December 19, 2007 for the Spray Injection Road Repair Machine. Based upon our review of the bids, the Highway Department recommends award of the contract to Equipment Marketing Company, the most responsive bidder in the amount of \$52,500.00.

Contractor	Bid Amount
Equipment Marketing Company	\$52,500.00
Northern Equipment Company	\$48,885.00

* Northern Equipment Company did not meet the Specifications for the above mentioned bid.

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

Order #13 Agenda #13(cont'd)
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR.
GERRY SCHEUB
FRANCES DUPEY
APPROVED THIS 16TH DAY OF JANUARY 2008

Order #14 Agenda #14

In the Matter of: L.C. Highway – BIDS – Painted Pavement Markings on Selected County Roads for the year 2008.

This being the day, time, and place for the receiving of Bids for Painted Pavement Markings on Selected County Roads for the year 2008 for the L.C. Highway, the following proposals were received:

The Airmarking Co., Inc. \$244,360.00
Highway Technologies, Inc. \$239,150.00

DuPey made a motion, seconded by Allen, to take the above bids under advisement and refer to the L.C. Highway for tabulation and recommendation. Motion passed 3-0.

Order #15 Agenda #15 A-D

In the Matter of Specifications: L.C. Highway Department – Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up by the Lake County Highway Department); Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied); Chip and Seal.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Bituminous Materials and Surface Milling (Delivered and Applied); Bituminous Materials (Picked Up); Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied); Chip and Seal, and ordered same to be advertised for receiving of bids on Wednesday, February 20, 2008 at 9:30 a.m. Motion passed 3-0.

Order #16 Agenda #16

In the Matter of: L.C. Highway: Road Cut Permit – Heritage Christian High School.

DuPey made a motion, seconded by Allen, to allow the L.C. Highway's Road Cut Permit – Heritage Christian High School. Motion passed 3-0.

12/15/2007 12:22 2399224142 MICHAEL L MUENICH PC PAGE 02

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE December 15, 2007

Applicant: Heritage Christian High School
c/o Mr. Steve Van Drunen
12595 State Line Road
Cedar Lake, Indiana 46303

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by _____ in behalf of the applicant. Permission is hereby granted to

_____ bore beneath Calumet Avenue for the installation of a two inch (2") sanitary force main and an twelve inch (12") water main approximately one thousand two hundred fifty feet (1,250') north of the intersection of 109th Street to service the Heritage Christian High School in accordance with plans and specifications prepared by Landmark Engineering Corporation dated/last revised December 10th, 2007 under project # 07-08-018 and which are made a part hereof.

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10% of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of homogeneous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: [Signature] 12.19.2007

Lake County Highway Department

Issued by [Signature]

Approved by:
[Signature]
[Signature]
[Signature]
Lake County Board of Commissioners

Order #17 Agenda #17

In the Matter of: L.C. Highway: Road Cut Permit – Lake Dalecarlia, cut the edge of Lakeview Drive in front of lots 93, 94, 95 to provide access to sanitary Main for single family dwelling.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway's Road Cut Permit – Lake Dalecarlia, cut the edge of Lakeview Drive in front of lots 93, 94, 95 to provide access to sanitary Main for single family dwelling. Motion passed 3-0.

DEC.07'2007 14:06 2196620497

LAKE COY HIGHWAY

#2689 P.002/002

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE _____

Applicant: More & More Home Builders
Ch Dale & Lisa Shirey
10137 US 30
WANATAH IN. 46390

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by Dean Dewes in behalf of the applicant. Permission is hereby granted to

Cut the edge of Lakeview Dr. in front of
lots 93, 94, 95 to provide access to Sanitary
Main for single family dwellings.

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flasers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: [Signature] 12.21.2007

Lake County Highway Department

Dewes
Certificate of Insurance
11-09 to 11-08-
Cert. of Insurance ✓

Approved by:
[Signature]
[Signature]
[Signature]
Lake County Board of Commissioners

Order #18 Agenda #18

In the Matter of: L.C. Highway – Ordinance Petition – Finding of Fact, W. 159th Avenue from White Oak to Chestnut Street and Chestnut Street from West 159th Avenue to West 161st Avenue.

Allen made a motion, seconded by DuPey, to approve and allow the L.C. Highway's Ordinance Petition – Finding of Fact, W. 159th Avenue from White Oak to Chestnut Street and Chestnut Street from West 159th Avenue to West 161st Avenue, establishing a 25MPH limit. Motion passed 3-0.

FORM SPEED-2

ORDINANCE PETITION FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF A 25 M.P.H. LIMIT ALONG AND OVER THE FOLLOWING DESCRIBED ROADS BE (APPROVED) ~~(DENIED)~~

W 159th Ave. FROM White Oak TO Chestnut St.

Chestnut St FROM W 159th Ave. TO W 161st Ave.

FROM TO

PETITIONED BY LAKE COUNTY HIGHWAY

BASED UPON THE FOLLOWING FINDING OF FACT :

1) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON 7-30-2005 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE: 9-21-3 AND HAS DETERMINED THAT A 25 M.P.H. SPEED LIMIT (IS) ~~(IS NOT)~~ WARRANTED ON THE ABOVE DESCRIBED ROAD (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

2) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES (IS) ~~(IS NOT)~~ JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED ROAD (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE, BASED UPON THE ABOVE FINDING OF FACTS, PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO ESTABLISH ~~(OR)~~ A 25 M.P.H. SPEED LIMIT ORDINANCE (S) AT THE ABOVE DESCRIBED ROADS.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS BY:

[Signature]
LAKE COUNTY SHERIFF
12/28/07

[Signature]
LAKE COUNTY HIGHWAY SUPERINTENDENT
12/28/07

[Signature]
LAKE COUNTY HIGHWAY ENGINEER

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE:

[Signature]
COUNTY COMMISSIONER PRESIDENT

[Signature]
COUNTY COMMISSIONER

[Signature]
COUNTY COMMISSIONER

DATE January 16, 2008

SEE ATTACHED ENGINEERING REPORT

COUNTY COUNCIL

COUNCIL APPROVAL DATE

COUNCIL REJECTION DATE

Order #19 Agenda #19

In the Matter of: L.C. Highway – Agreement between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987.

DuPey made a motion, seconded by Allen, to approve the agreement between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987. Motion passed 3-0.

Order #20 Agenda #21 – In the Matter of: L.C. Sheriff – Public Hearing on a proposed Lease between Griffith Aviation, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2008 to December 31, 2008 in the amount of \$1,900.00 per month.

Scheub opens Public Hearing – no comments – Public Hearing closed. DuPey made a motion, seconded by Allen, to approve the Lease between Griffith Aviation, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2008 to December 31, 2008 in the amount of \$1,900.00 per month. Motion passed 3-0.

OFFICE AND HANGAR LEASE

Agreement made this 16th day of January, 20 08,
between Griffith Aviation, Inc., hereinafter called Lessor, and the
Board of Commissioners of the County of Lake, hereinafter called
Lessee;
Witnesseth:

The Lessor, for and in consideration of the rents and covenants hereinafter mentioned on the part of the Lessee to be paid and performed has let and leased and by these presents does here let and lease to the Lessee certain undefined hangar space in the Lessor's Hangar (the "Premises") located at the Griffith Airport, Griffith, Indiana, to be used and occupied by the Lessee in connection with or incidental to the storage of the following aircraft: **Helicopters, tools and equipment or any other aircraft owned and operated by the Lessee for which the Lessee has obtained the written consent of the Lessor to store in said Premises.**

1. **Term:** The term of this Lease shall be from the 1st day of January, 2008 through the 31st day of December 31, 2008, unless terminated sooner by the Lessee, in which case minimum thirty (30) day termination notice must be given.
 2. **Rent:** The Lessee shall pay to the Lessor as rent for said Premises, the sum of One Thousand Nine Hundred Dollars (\$1,900.00) per month for each month of occupancy.
 3. **Compliance with Rules and Regulations:** The Lessee shall abide by all rules and regulations of the Federal Aviation Agency, the State of Indiana, the Town of Griffith, the Airport Authority and of any other duly constituted public authority having jurisdiction.
 4. **Condition of Premises:** The Lessee shall accept the Premises in its present condition on an as is basis, without any liability or obligation on the part of the Lessor to make any alterations, addition, the Lessor hereby disclaims, and Lessee accepts such condition or fitness for use of the tie down rings, ropes or chains used to secure the subject aircraft, and the Lessee assumes full responsibility to furnish any equipment necessary to secure the subject aircraft properly.
 5. **Alterations and Repairs:** The Lessee covenants and agrees not to install any fixtures or make any alterations, additions, or improvements in the Premises except with the written approval of the Lessor. The Lessee covenants and agrees to repair at its own expense, any damages it causes to the Premises as a result of its operation.
- 1
-
6. **Utilities and Maintenance:** The Lessor agrees to provide light, water, electricity and normal building maintenance without additional cost to the Lessee. The Lessee agrees to keep the Premises clean and free of debris at all times.
 7. **Assignment and Subletting:** The Lessee shall not assign, sublet or furnish to any person said Premises or any part thereof for any purpose without the written consent of the Lessor.
 8. **Casualty and other Losses:** The Lessee covenants and agrees that he will not hold the Lessor or any of its agents or employees responsible for any loss as a result of fire, theft, rain, windstorm, hail or from any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss to the subject aircraft or other property of the Lessee that may be located or stored on the Premises; and the Lessee agrees that the subject aircraft and any other property are to be stored on the Premises at the Lessee's risk. In addition, the Lessor shall not be liable for any damages arising from personal injuries sustained by the Lessee, its employees, agents or invitees on or about the premises of the lessor for any cause whatsoever. The Lessor assumes no liability for any such damage or injury which may occur and the Lessor and employees or agents from any and all claims, demands, damages, rights of action, present or future, which occur during the Lessee's use or intended use of said Premises or any part thereof.
 9. **Indemnification and Insurance:** The Lessee agrees to indemnify, defend and save the Lessor, its agents or employees, harmless from and against any and all claims, demands, liability and expense arising directly or indirectly out of acts or omissions of the Lessee, its agents, employees or invitees which result from the use or intended use of said Premises or any part thereof by such persons. Lessee agrees to maintain, at its own expense, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the subject aircraft or other property and against liability for personal injury or death arising from acts or omissions of lessee, its agents and employees. Such policy shall contain a provision whereby Lessee's insure any rights of subrogation against Lessor, its agents or employees and providing Lessor with at least ten (10) days prior written notice of any cancellation.
 10. **Access to subject Aircraft:** It is understood that only the below listed agents or representatives of Lessee shall be individually authorized to have access to rely on their authority until written notice of any changes from Lessee.

- 11. Termination of Agreement. Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- 12. Successors Bound: The covenants and agreements contained herein shall insure to the benefit of and be binding on the parties hereto, their heirs, legal representatives, successors or assigns.
- 13. Information Availability.
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
- 14. Notices: Any notices required by this lease shall be in writing and shall be deemed to have been given when personally delivered, or when deposited in the U.S. Mail, postage prepaid, if sent by certified mail and addressed as follows:
 - IF TO LESSOR: GRIFFITH AVIATION, INC.
1705 EAST MAIN STREET
GRIFFITH, IN 46319
 - IF TO LESSEE: THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, IN 46307

or to such addresses as may be designed in the aforesaid manner.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
(219) 755-3200

GRIFFITH AVIATION, INC.
1705 EAST MAIN STREET
GRIFFITH, IN 46319

IN WITNESS WHEREOF, the County and the Lessor have executed this Lease Agreement as of the date first written above.

THE BOARD OF COMMISSIONERS:

Rosvelt Allen, Jr.
ROSSEVELT ALLEN, JR.
Gerry J. Scheub
GERRY J. SCHEUB
Frances DuPeay
FRANCES DUPEY

Paul Goldsmith
PAUL GOLDSMITH, PRESIDENT
GRIFFITH AVIATION, INC.

ATTEST:
Peggy Kinton
PEGGY KINTON,
LAKE COUNTY AUDITOR



Order #21 ADD Agenda #21A

In the Matter of: L.C. Sheriff – Reconsideration of Bid Awards for Household Supplies, Kitchen Supplies, Garage and Motor Supplies and Food Products.

DuPey made a motion, seconded by Allen, to reconsider the Bid Awards for Household Supplies, Kitchen Supplies, Garage and Motor Supplies and Food Products for the Sheriff's Department. Motion passed 3-0.

Allen made a motion, seconded by DuPey, rescinding the bids from December, 2007. Motion passed 3-0.

At this time the Sheriff's Department makes a recommendation to the Board for the Jail Food Bid as follows:

- US FOODS – Class 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, & 13
- SYSCO FOODS – Class 3, 12, & 14
- CSV SALES – Class 15

DuPey made a motion, seconded by Allen, to approve the Sheriff's award recommendation for the Lake County Jail Food Bid for the first six months of 2008 being awarded by class to the low bidder. Motion passed 3-0.

Order #22 ADD Agenda #21A

In the Matter of: L.C. Sheriff – Reconsideration of Bid Awards – Household Supplies.

DuPey made a motion, seconded by Allen, to award the bids for Household Supplies by class accepting the recommendation of the Commissioners Attorney as follows:

- Able Paper – Class 3, 4, 6
- Cal-Region – Class 1 & 2
- Great Lakes Supply – Class 5

Motion passed 3-0.

Order #23 ADD Agenda #21A

In the Matter of: L.C. Sheriff – Reconsideration of Bid Awards – Kitchen Supplies.

DuPey made a motion, seconded by Allen, to award the bids for Kitchen Supplies by class accepting the recommendation of the Commissioners Attorney as follows:

- Able Paper – Class 2 & 3
- Cal-Region – Class 1

Motion passed 3-0.

Order #24 ADD Agenda #21A

In the Matter of: L.C. Sheriff – Reconsideration of Bid Awards – Garage and Motor Supplies.

DuPey made a motion, seconded by Allen, to rescinded the original award for Garage and Motor Supplies to Van Senus of Classes 1,2,3,5,6, and 9 and to Commercial Auto of Class 4 and to approve the correct award as follows:

- Van Senus – Class 1,2,3,5 - Ford Taurus Class5 - Ford Explorer Class 6 & 9
- Commercial Auto – Class 4, Class 5, Ford Police Package

Motion passed 3-0.

Order #25 Agenda #22

In the Matter of: L.C. Juvenile Center – Proposals for Janitorial, Maintenance, Paper, Laundry Supplies, Dishwater Chemicals and Health & Grooming for the year 2008.

The Board having previously taken the bids under advisement does hereby award the recommendations of the Juvenile Center for Janitorial, Maintenance, Paper, Laundry Supplies, Dishwater Chemicals and Health & Grooming for the year 2008 of the low bidder in each class, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.



Superior Court of Lake County

JUVENILE DIVISION
Judge Mary Beth Bonaventura

LAKE COUNTY JUVENILE JUSTICE COMPLEX
3000 WEST 93RD AVENUE
CROWN POINT, IN 46307

January 9, 2008

PHONE: 219-660-6900
FAX: 219-736-6209

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

Dear Lake County Board of Commissioners:

We have tabulated and reviewed the proposals for Janitorial & Maintenance, Paper, Laundry and Health/Grooming supplies for 2008 We would like to recommend that the Board of Commissioners of the County of Lake award the contracts to the following vendors based on the tabulation findings for each class:

Able Paper & Janitorial Supplies
85 East 73rd Ave.
Merrillville, IN 46410

We recommend the lowest bid for Janitorial Supply at \$7,957.00, and for Paper Products at \$8,014.00

Great Lakes Supply & Chemical Inc.
1001 Eastwood Rd.,
Michigan City, IN 46360

We recommend Great Lakes Supply & Chemicals, Inc. as the lowest bid for Laundry Supply at \$2,922.55

Cal-Region Supply, Inc.
475 E. 151st Street
East Chicago, IN 46312

We recommend the only bid for Health and Grooming at \$2,328.00

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

Sincerely,

Dan Arendas, Assistant Director of Detention Services
Lake County Juvenile Justice Complex

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 16TH DAY OF JANUARY 2008

Order #25 Agenda #22(cont'd)

Able Paper & Janitorial Supplies
85 East 73rd Ave
Merrillville, IN 46410

Janitorial Supply \$7,957.00
Paper Products \$8,014.00

Great Lake Supply & Chemical, Inc.
1001 Eastwood Rd., Michigan City, IN 46360

Laundry Supply \$2,922.55

Cal-Region Supply, Inc.
475 E. 151st Street, East Chicago, IN 46312

Health and Grooming \$2,328.00

Order #26 Agenda #23

In the Matter of: BIDS: L.C. Juvenile Center – Food, Bread and Dairy Products for the year 2008.

The Board having previously taken the bids under advisement does hereby award the recommendations of the Juvenile Center for Food, Bread and Dairy Products for the year 2008 of the low bidder in each class and allow the request make offer to low bidder of Class 15, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.



Superior Court of Lake County

JUVENILE DIVISION

Judge Mary Beth Bonaventura

January 9th, 2008

LAKE COUNTY JUVENILE JUSTICE COMPLEX
3000 WEST 93RD AVENUE
CROWN POINT, IN 46307

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

PHONE: 219-660-6900
FAX: 219-736-6209

Lake County Board of Commissioners:

We have tabulated and reviewed the Food, Bread and Dairy bids for 2008, and the results of the tabulations are indicated on the attached Food, Bread and Dairy worksheet.

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

Shop Rite Foods, Inc.
1413 South Lake Park
Hobart, IN 46342

We recommend the lowest bid for all Food Classes, EXCEPT 14, totaling \$26,104.15, and Dairy totaling \$2969.61 be accepted.

Kreamo Bakers
1910 Lincolnway West
South Bend, IN 46628

We recommend the 2006 vendor bid of \$2,238.20 for Bread Products be continued, since we received no bid.

Sysco Foods, Chicago
250 Wiebolt Drive
Des Plaines, IL 60016

We recommend the lowest bid for class 15 be accepted.

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

Dan Arendas

Sincerely,
Dan Arendas, Assistant Director
Lake County Juvenile Center

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuKoff
Barney Allen
Debra Schuch
APPROVED THIS 12TH DAY OF January 20 08

Order #27 Agenda #24

In the Matter of: L.C. Juvenile Court – Consulting Contracts for Contract Attorney Services concerning Court Appeals for the Lake County Juvenile Court for the year 2008 in an amount not to exceed \$2,500.00 per appeal: Marce Gonzalez, Jr., Shana Levinson, Law Offices of Don Levinson, Deidre Monroe, Joann Price, Martell B. Royer, Jeffrey Schlesinger.

DuPey made a motion, seconded by Allen, to award the Consulting Contracts for Contract Attorney Services concerning Court Appeals for the Lake County Juvenile Court for the year 2008 in an amount not to exceed \$2,500.00 per appeal to Shana Levinson of Law Offices of Don Levinson, Joann Price, and Martell B. Royer and ordered that Marce Gonzalez, Jr. and Jeffrey Schlesinger be awarded their contract until current appeals are complete and final order for Deidre Monroe to stay with Juvenile. Motion passed 3-0. (original contracts on file "Attorney Contracts")

Order #28 Agenda #25

In the Matter of: L.C. Juvenile Court – Consulting Contract between Bessie Pangere and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Indigent Counsel for Lake County Title IV-D Court for the year 2008 in an amount not to exceed \$19,800.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Bessie Pangere and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Indigent Counsel for Lake County Title IV-D Court for the year 2008 in an amount not to exceed \$19,800.00 per hour. Motion passed 3-0. (original contracts on file "Attorney Contracts")

Order #29 Agenda #26

In the Matter of: L.C. Community Corrections – Aftercare Service Provider Contract between Tri-City Comprehensive Community Mental Health Center, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the year 2008 in an amount not to exceed \$400.00 per quarter per client.

DuPey made a motion, seconded by Allen, to approve the Aftercare Service Provider Contract renewal between Tri-City Comprehensive Community Mental Health Center, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the year 2008 in an amount not to exceed \$400.00 per quarter per client. Motion passed 3-0. (original contracts on file, see "Contracts")

Order #30 Agenda #27

In the Matter of: L.C. Coroner – Contract between John E. Cavanaugh, M.D., P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2008 in an amount not to exceed \$140,000.04 at the rate of \$11,666.67 per month.

DuPey made a motion, seconded by Allen, to approve the renewal Contract between John E. Cavanaugh, M.D., P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2008 in an amount not to exceed \$140,000.04 at the rate of \$11,666.67 per month. Motion passed 3-0. (original contracts on file, see "Contracts")

Order #30 Agenda #28

In the Matter of: L.C. Coroner – Contract between Young M. Kim, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2008 in an amount not to exceed \$100,000.00 at the rate of \$8,333.33 per month.

DuPey made a motion, seconded by Allen, to approve the renewal Contract between Young M. Kim, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for Pathologist Services for the year 2008 in an amount not to exceed \$100,000.00 at the rate of \$8,333.33 per month. Motion passed 3-0. (original contracts on file, see "Contracts")

Order #31 Agenda #29

In the Matter of: L.C. Council – Consulting Contract between Robert L. Lewis and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Contract Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Robert L. Lewis and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Contract Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0. (original contracts on file, see "Contracts")

Order #31 Agenda #30

In the Matter of: L.C. Council – Consulting Contract between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Contract Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for Contract Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour. Motion passed 3-0. (original contracts on file, see "Contracts")

Order #32 Agenda #31

In the Matter of: L.C. Circuit Court – Consulting Contract between Bruce A. Kotzan and the Board of Commissioners of the County of Lake on behalf of Lake County Circuit Court for Contract Attorney Services for the year 2008 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Bruce A. Kotzan and the Board of Commissioners of the County of Lake on behalf of Lake County Circuit Court for Contract Attorney Services for the year 2008 in an amount not to exceed \$16,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.

Order #33 Agenda #32

In the Matter of: L.C. Assessor – Letter from the Lake County Assessor stating that the Agreement entered into on October 18, 2006 between the Greater Northwest Indiana Association of REALTORS, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor involving the Lake County web site have been met and satisfied, requesting 30 days required notice to terminate the agreement.

Order #33 Agenda #32(cont'd)

DuPey made a motion, seconded by Allen, to terminate the Agreement entered into on October 18, 2006 between the Greater Northwest Indiana Association of REALTORS, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor involving the Lake County web site all terms have been met and satisfied. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made this 18 day of October, 2006, between the Greater Northwest Indiana Association of REALTORS, Inc., an Indiana Corporation with its offices in Merrillville, Indiana, ("GNIAR") and the Lake County Assessor's Office, with its principal offices in Crown Point, Indiana ("Assessor");

RECITALS

WHEREAS, Assessor desires certain sold property information with regards to parcels of real estate located in Lake County, Indiana.

WHEREAS, GNIAR wishes to enter into an agreement setting forth the information, the format, frequency and time frame in which the information that will be provided to Assessor.

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

1. When electronically available GNIAR shall provide appropriate computer information to the Assessor at no charge in a format to be agreed upon by the parties which information shall contain mutually agreed upon data fields from the Multiple Listings Service ("MLS") of the GNIAR, including but not limited to the following:
 - a. Property type
 - b. Property subtype
 - c. Address
 - d. Area
 - e. Subdivision
 - f. County
 - g. APN #
 - h. Sold date
 - i. Sold price
 - j. Lot size/acreage
 - k. Lot size source
 - l. Exterior
 - m. Exterior features
 - n. Marketing Remarks
 - o. Other similar fields as to be agreed upon by the parties.

Said computer information shall be supplied by the GNIAR on a monthly basis. The initial data exchange shall include all such information for the period of 2003 - present. The parties may agree to change the time intervals of the provided information. Any such change shall be in writing.

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- 2. The computer information supplied by said GNIAR shall only be used by authorized members of the Lake County Assessor's Office, its' designated agents, Lake County Township Assessor's offices and the Lake County Information Technology Department ("IT Department") for the purposes of updating, trending and/or revising assessment records, data verification and other similar activities and shall not be reproduced or sold in any fashion. GNIAR does not, by granting this limited permissible use of MLS data, limit in any way its copyright on, or exclusive intellectual property rights in, its MLS data. Assessor acknowledges that GNIAR's MLS data (including all compilations) constitutes valuable trade secrets proprietary to GNIAR. Assessor shall not disclose or use GNIAR's MLS data except as specifically provided for in this Agreement, and agrees to use reasonable efforts to safeguard GNIAR's MLS data from unauthorized access by third parties or use by third parties.

Similarly, the information provided to GNIAR shall not be reproduced or sold in any fashion. Lake County does not, by granting this limited permissible use of its data, limit in any way its copyright on, or exclusive intellectual property rights in, its data. GNIAR acknowledges that Lake County's data (including all compilations) constitutes valuable trade secrets proprietary to Lake County. GNIAR shall not disclose or use Lake County's data except as specifically provided for in this Agreement, and agrees to use reasonable efforts to safeguard Lake County's data from unauthorized access by third parties or use by third parties.

- 3. In further consideration, Assessor will provide the members of GNIAR and subscribers to GNIAR's MLS with a total of one hundred (100) on-line accesses to the Lake County Assessor's property assessment information (Level 3) and property tax information at no charge. The allocation of the one hundred (100) accesses to be determined by GNIAR. The date of exchange of information and access provided within this Agreement shall be agreed upon by the parties.

- 4. This Agreement shall remain in full force and may be terminated by either party, without cause, with thirty (30) days written notice. Provided further, that this Agreement may be terminated without notice by GNIAR, in the event of a breach of paragraphs 2 or 3 above, by Assessor, its' designated agents, Township Assessor or the IT Department.

Similarly provided, that this Agreement may be terminated without notice by Lake County, in the event of a breach of paragraphs 1 or 3 above, by GNIAR or its' members.

- 5. Lake County, Lake County Assessor, its' designated agents and Township Assessors agrees to indemnify and hold harmless GNIAR from and against all liability, damage

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or loss, which arises out of or in connection with, or is claimed to arise out of or in connection with, any of the information provided to Assessor or any of their agents or employees under this Agreement. Similarly, GNIAR agrees to indemnify and hold harmless Lake County, Lake County Assessor, its' designated agents and Township Assessors from and against all liability, damage or loss which arises out of or in connection with, or is claimed to arise out of or in connection with, any of the information provided to GNIAR or any of their agents or employees under this Agreement pursuant to paragraph 3.

- 6. GNIAR disclaims any warranty as to the accuracy of said computer information.

Similarly, Lake County disclaims any warranty as to the accuracy of said information provided under the terms of this Agreement.

- 7. The parties agree that in the event either party breaches the terms of this Agreement, that the breaching party will pay all expenses, costs and attorney fees incurred as a result of said breach.

- 8. This Agreement shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns.

- 9. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement.

- 10. The parties hereby agree that time shall be of the essence of this Agreement.

- 11. Any provisions of this Agreement which conflicts with any applicable law or administrative ruling shall be deemed null and void and severed, and the remainder of the Agreement shall remain in full force and effect if the remainder of the provisions can be carried out by the parties in accordance with their original intent.

- 12. This Agreement shall be interpreted and enforced under the laws of the State of Indiana, and that if any litigation is instituted concerning any terms or provisions of this Agreement, that Lake County, Indiana, shall be the preferred venue for said action.

- 13. No assignment of this Agreement nor of any interest therein shall be binding upon any party hereto without the written consent of the other party.

- 14. This is the complete Agreement between the parties, there being no other oral or written representations. No amendment, modifications, change or extension of this Agreement shall be binding or enforceable unless it is in writing and signed by the parties.

- 15. Assessor shall not have any authority to obligate or to incur liability in the name of the GNIAR for any purchases, leases, or any other matters without the prior written approval of the GNIAR. GNIAR and its subscribers are not the agents of the Assessor and shall not be construed as agents, nor shall GNIAR and its subscribers represent themselves as the Assessor's agents.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date first written above.

**Greater Northwest Indiana
Association of REALTORS, Inc.**

Nancy A. Smith
Nancy A. Smith
Chief Executive Officer

Lake County Assessor's Office

Paul G. Karras
Paul G. Karras
Lake County Assessor

**BOARD OF COMMISSIONERS
LAKE COUNTY, INDIANA**

Gerry Scheub
Gerry Scheub

Frances DuPey
Frances DuPey

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Roosevelt Allen, Jr.
Gerry Scheub
APPROVED THIS 16th DAY OF January, 2008
Terminated

Agreement(Realtors and Lake County Assessor's Office)-10-17-2006.wpd

Order #34 ADD Agenda #32A

In the Matter of: L.C. Assessor – Amendment to the Consulting Contract entered into on October 17, 2007 between The Forrester Group and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor.

Allen made a motion, seconded by DuPey, to approve the Amendment to the Consulting Contract entered into on October 17, 2007 between The Forrester Group and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor. Motion passed 3-0.

Order #34 ADD Agenda #32A(cont'd)

**AMENDMENT TO
CONSULTING CONTRACT**

THIS AMENDMENT TO CONSULTING CONTRACT, entered into this 16th day of January, 2008 effective as the date hereof, by and between THE FORRESTAL GROUP (hereinafter called "Consultants") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called "County").

WITNESSETH

WHEREAS, the parties entered into a Consulting Contract on October 17, 2007 in regard to appraisals of three integrated steel mills in Lake County; and

WHEREAS, the parties wish to amend Paragraph 4 as to the way in which the Consultants will be paid for their work and to amend the date for completion of the appraisals.

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

1. Paragraphs 4 and 15 in the October 17, 2007 Consulting Agreement entitled "Compensation" and "Billings" are deleted and replaced with the single, following paragraph. The paragraph as to Compensation and Billings shall read as follows:

The County agrees to pay the Consultants a sum not to exceed \$200,000.00 for services rendered herein which shall include reimbursement for expenses incurred except that the County shall pay for all litigation expenses. This shall be paid out of Lake County Assessor's budget. The Consultants agree to complete the project involving three appraisals and all services provided herein for an amount not to exceed the sum of \$200,000.00, which has been funded by the County. This sum shall be paid on the percentage completed of the appraisals. The first appraisal shall be allocated for a sum of \$75,000.00 and the second and third appraisals shall be allocated the sums of \$37,500.00 each. \$50,000.00 shall be allocated for pre-hearing and hearing time and expenses, including depositions and hearing days. This time shall be billed at \$225 per hour for each Consultant when that Consultant is testifying at a hearing or deposition. Preparation time and hearing and deposition time shall be billed at \$150 per hour for each Consultant. Out-of-pocket expenses for food, lodge and travel and like expenses shall be included in the above amounts, as shall fees for any sub-consultants, such as an accountant or review appraiser, that Consultants may utilize in these proceedings. It is intended by the parties that all fees and expenses related to the preparation of the appraisals and hearing of

these cases shall be included within in the contract sum of \$200,000.00, except that litigation expenses during hearings shall be paid by the County. Consultants may bill on a periodic basis based on the percentage completed of the appraisals.

Since Consultants have not submitted a bill to date pursuant to the Consulting Contract, all billings under this Contract shall be undertaken pursuant to the above Amended Paragraph as to Compensation.

Paragraph 2.E. in the Scope of Services is also deleted.

2. The other terms of the Consulting Contract are not affected by this Amendment and are reaffirmed by reference, except that the times to complete the appraisals set forth at p. 4 of Exhibit A are revised and extended to (a) 90 days after the plant inspection for Gary Works' appraisal, (b) 60 days after the Gary Works' appraisal for the first Mittal Steel appraisal, provided a timely site visit has occurred, and (c) 60 additional days for the third appraisal, provide a timely site visit has occurred. The parties may extend these time periods, by mutual agreement, if document production is delayed.


BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

THE FORRESTAL GROUP
4004 MORGAN AVENUE
SUITE 100
POST OFFICE BOX 4836
EVANSVILLE, IN 47715

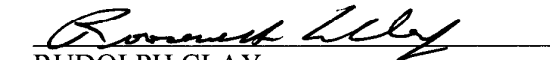
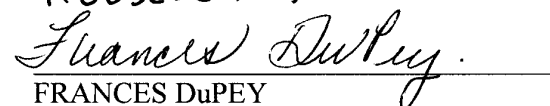
IN WITNESS WHEREOF, the County and the Consultant have executed this Amendment to the Consulting Contract as of the first date written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

THE FORRESTAL GROUP, INC.


GERRY J. SCHUB


EUGENE STUARD, PRESIDENT


~~RUDOLPH CLAY~~
ROOSEVELT ALLEN JR.

FRANCES DuPEY

Order #35 Agenda #33

In the Matter of: L.C. Recorder – Service Agreement between Information & Records Associates and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2008 for the following: A. ALOS 41 Planetary Camera Serial No. 36005020 \$1,280.00, B. ALOS 41 Planetary Camera Serial No. 36005026 \$1,280.00, C. KIP 2050 Scanner Serial No. 7554703921 \$1,900.00, D. Maple Developer 3500E Processor Serial No. 992011 \$1,360.00, E. 3M 1640 Aperture Card RP Serial No. 61035 \$3,960.00, F. Indus 5002 Book Scanner Serial No. 003005CB478F.

DuPey made a motion, seconded by Allen, to approve the Recorder's Service Agreement between Information & Records Associates and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2008 for the following: **A.** ALOS 41 Planetary Camera Serial No. 36005020 \$1,280.00, **B.** ALOS 41 Planetary Camera Serial No. 36005026 \$1,280.00, **C.** KIP 2050 Scanner Serial No. 7554703921 \$1,900.00, **D.** Maple Developer 3500E Processor Serial No. 992011 \$1,360.00, **E.** 3M 1640 Aperture Card RP Serial No. 61035 \$3,960.00, **F.** Indus 5002 Book Scanner Serial No. 003005CB478F. Motion passed 3-0.

Order #36 Agenda #34

In the Matter of: L.C. Data Processing – Addendum to the Master Agreement #IN2003.031 between Manatron and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the purchase and installation of the Manatron CAMA/PROVAL Plus Assessment Software in the amount of \$640,000.00.

Allen made a motion, seconded by DuPey, to approve the Addendum to the Master Agreement #IN2003.031 between Manatron and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the purchase and installation of the Manatron CAMA/PROVAL Plus Assessment Software in the amount of \$640,000.00. Motion passed 3-0.

Order #37 Agenda #35

In the Matter of: L.C. Data Processing – Maintenance Agreement between Spillman Technologies, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for computer software maintenance for the Spillman Law Enforcement System for the year 2008 in an amount not to exceed \$124,664.00 to be paid quarterly at the rate of \$31,166.00.

Allen made a motion, seconded by DuPey, to approve the Maintenance Agreement between Spillman Technologies, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for computer software maintenance for the Spillman Law Enforcement System for the year 2008 in an amount not to exceed \$124,664.00 to be paid quarterly at the rate of \$31,166.00. Motion passed 3-0.

Order #38 ADD Agenda #35A

In the Matter of: L.C. Surveyor – Contract Agreement between the Sidwell Company and the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor for the Geographic Information System (GIS).

Allen made a motion, seconded by DuPey, to approve the Contract Agreement between the Sidwell Company and the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor for the Geographic Information System (GIS). Motion passed 3-0. (Original 14page contract is on file "Contracts")

Letter of Recommendation

Office of the Lake County Surveyor

Lake County Government Center • 2293 North Main Street • Crown Point, Indiana 46307
Phone (219) 755-3745 - Fax (219) 755-3750

GEORGE VAN TIL
County Surveyor



TO: LAKE COUNTY BOARD OF COMMISSIONERS
FROM: Lake County Surveyor George Van Til
DATE: Monday, January 14, 2008

G.V.T.

At my request and on behalf of County Auditor Peggy Katona, County Commissioner President Roosevelt Allen was kind enough to authorize the rate addition of the proposed "Sidwell Contract" to the Wednesday Commissioners' Meeting Agenda.

I had originally anticipated presenting this contract to you in February, but moving quickly on this year's work is imperative, as you can see by Attorney John Dull's memo.

Our basic county Geographic Information System (GIS) five-year plan is paid for and very near completion—within a few months. Our computer mapping staff working with the Sidwell and DLZ companies have done wonderful work, which has already produced much useful, accurate and accessible land-based information for governmental entities, developers, and citizens in general.

Now the enhancement, information maintenance and broadening the usage part of the project is here. The work is still intense, but we've brought the cost down. We asked for a total of \$550,000 from Cumulative Capital Improvement this year instead of the standard \$850,000 we had been receiving during the 5-year basic implementation stage. Of this appropriated \$550,000 which we now have on hand the attached contract stands at \$372,821, with the rest of the money to be projected with the Commissioners and DLZ next month for other facets of the GIS project.

You may recall that the Maximus "Good Government Study" (2 pages attached) was strongly supportive of these efforts, though the costs this year are significantly less than anticipated. You may also recall, as I certainly do, that the Commissioners and the County Council have been highly supportive of our information technology efforts, which are now coming to fruition and we appreciate it.

We thank you for your continued support as we proceed on to make county government more efficient and accessible.

GVT:mek
Enclosures
cc: Attorney John Dull (w/encls.)
Greg White (w/encls.)

Order #39 ADD Agenda #35B

In the Matter of: L.C. Fairgrounds – Seek Proposals for Portable Sanitation Service.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Fairgrounds for Portable Sanitation Service from the following vendors, and ordered same to be returned by Wednesday, February 20, 2008 by 9:30 a.m. Motion passed 3-0.

Service Sanitation Tidy John Jhon-Spot

Order #40 ADD Agenda #35C

In the Matter of: L.C. Emergency Management – Contract for Legal and Consulting Services between David J. Sims and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management Agency for Contract Attorney Services for the year 2008 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the re-appointment of the Contract with David J. Sims to Lake County Emergency Management Agency for Contract Attorney Services for the year 2008 in an amount not to exceed \$14,400.00 at the rate of \$90.00 per hour, same rates as 2007. Motion passed 3-0. (Original contract on file "Attorney Contracts")

Order #41 Agenda #38

In the Matter of Proposals: Various County Offices and Departments – Printing Class 1,2,2A, 2B, 4,5, & 8 for the year 2008.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Purchasing Agent to approve for Printing for the year 2008 – Haywood Printing Co., Inc. with \$40,275.05 Class 2, with \$3,066.10 Class 4, and with \$131,624.50 Class 8. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Purchasing Agent to approve for Printing for the year 2008 – Haywood Printing Co., Inc. with \$44,324.50 Class 1; McShane's Inc. with \$10,425.00 Class 2A; Lakeshore Graphics with \$2,785.00 Class 2B; Haywood Printing Co., Inc. with \$49,701.80 Class 5; McShane's Inc. with \$157,993.11 Class 3. Motion passed 3-0.

Order #41 Agenda #39

In the Matter of Proposals: Various County Offices and Departments – Class 3 - Office Supplies for the year 2008.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Purchasing Agent to approve for Class 3 - Office Supplies for the year 2008 – McShane's Inc. with \$157,993.11. Motion passed 3-0.
Letter of Recommendation:

January 3, 2008

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

Subject: Bid tabulations for Office Supplies – Class 3 for the year 2008 for Various County Offices and Departments

Dear Commissioners:

I have tabulated the Bids for Office Supplies – Class 3 for the year 2008 for the Various County Offices and Departments and the results are as follows:

Class 3 -	Kramer & Leonard, Inc. - \$174,442.03
	McShane's, Inc. - \$157,993.11 (Low Bidder)

Each of the low bidders are current with their filing with the Indiana Secretary of State's Office, Corporations Division. According to the Lake County Treasurer's Office findings each of these vendors are current with the payment of any Personal or Real Property Taxes in Lake County.

I recommend the bid of McShane's, Inc. in the amount of \$157,993.11 as the low bidder

Sincerely yours,
Lake County Purchasing Department
Brenda Koselke, Purchasing Agent

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

ROOSEVELT ALLEN, JR.
FRANCES DUPEY
GERRY SCHEUB
APPROVED THIS 16th DAY OF JANUARY 2008

Order #42 Agenda #40

In the Matter of: Consulting Contract - Accurate Sales & Consultants, Inc. and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$57,000.00 at the rate of \$75.00 per hour.

DuPey made a motion, seconded by Allen, to approve the renewal of the Consulting Contract between Accurate Sales & Consultants, Inc. and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$57,000.00 at the rate of \$75.00 per hour. Motion passed 3-0. (original contract on file "Contracts")

Order #43

PRESENTATION: C. Mike Cullom – Veteran’s Information Pamphlet on Employment after the Service.

DuPey made a motion that the Board of Commissioner’s place these pamphlet’s in the Veteran’s Office and send a letter to the Veteran’s Service Officer telling him how we would like them displayed, seconded by Allen. Motion passed 3-0.

Order #44 Agenda #41

In the Matter of: Professional Claims Management, Inc. Lake County Government Reinsurance Bid Review December, 2007.

DuPey made a motion, seconded by Allen, to support the recommendation of Councilman Blanchard of American Fidelity with Option 2 having a \$300,00.00 deductible of the Professional Claims Management, Inc. Lake County Government Reinsurance Bid Review December, 2007. Motion passed 3-0.

Lake County Government - 2008 Quote Spreadsheet

WMSL

CARRIER	Status	American Fidelity Renewal	Companion Life Option 1	American Fidelity Option 2	Companion Life Option 3
SPECIFIC	Specific Deductible Contract Basis Aggregating Specific Specific Lifetime Maximum Coverages Included 2264 Single Rate Family Rate ANNUAL SPECIFIC Amount of Increase Percentage Difference	\$275,000 15/12 N/A \$1,725,000 Medical \$21.25 \$21.25 \$577,320 \$48,087 9%	\$275,000 15/12 N/A \$1,725,000 Medical \$21.50 \$21.50 \$584,112 \$54,879 10%	\$300,000 15/12 N/A \$1,700,000 Medical \$18.76 \$18.76 \$509,672 -\$19,561 -4%	\$300,000 15/12 N/A \$1,700,000 Medical \$18.92 \$18.92 \$514,019 -\$15,214 -3%
LASERS/CONDITIONS*		None	None	None	None

Prepared by:
 David J. Baker
 Professional Claims Management, Inc.
 December 18, 2007

This summary is only intended to highlight certain aspects of the benefit plan. All rates are subject to underwriting approval. Please see certificate booklet for details.

Order #45 Agenda #42

In the Matter of: Lake County Employee Blanket Bond # 3-375-232 in the amount of \$15,000.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Employee Blanket Bond # 3-375-232 in the amount of \$15,000.00. Motion passed 3-0. (Original Document on file with the L.C. Recorder's Office Doc. No. 2008-006453 dated January 28, 2008)

Order #46 Agenda #45

In the Matter of: Spanish War Memorial Plaque for the Gary Courthouse.

Commissioner Allen speaks in regard to the Spanish War Memorial Plaque for the Gary Courthouse being said that Mr. Jim Nowacki has discovered that this plaque missing from the foundation where it once was imbedded to commemorate the Veteran's of the Spanish American War and would like permission from the Board of Commissioners of the County of Lake to have another Spanish War Memorial Plaque, which he found, be placed there in the missing space with a dedication ceremony to be held on February 15, 2008 to replace the Spanish American War Plaque at the Gary Courthouse.

Allen made a motion, seconded by DuPey, to allow this plaque to be mounted with a small dedication ceremony, "Remember the Maine", with the assistance of Building Superintendent Mr. Ombac. Motion passed 3-0.

Order #47 Agenda #46

In the Matter of: Action on Flooding.

No action taken.

Order #48 ADD Agenda #46A

In the Matter of: Consulting Contract between David Gilyan and the Board of Commissioners of the County of Lake for Contract Attorney Services for the Lake County Sheriff's Merit Board for the year 2008 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between David Gilyan and the Board of Commissioners of the County of Lake for Contract Attorney Services for the Lake County Sheriff's Merit Board for the year 2008 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of January, 20 08 effective from January 1, 2008 to December 31, 2008 by and between DAVID GILYAN, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY SHERIFF'S MERIT BOARD

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Three Hundred Dollars (\$6,300.00) for all services required herein at the rate of \$525.00 per month, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the

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Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because

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of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.

- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
- 16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
- 17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
- 18. **Information Availability.**
 - A. Information that is the property of Lake County shall be made

available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE 2293 NORTH MAIN STREET CROWN POINT, IN 46307 (219) 755-3200

DAVID GILYAN 1459 S. LAKE PARK AVENUE MERRILLVILLE, IN 46410 (219) 981-2511 MOHART, J.N. 416342

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

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

CONSULTANT David N. Gilyan DAVID GILYAN ATTEST: Peggy Katona PEGGY KATONA LAKE COUNTY AUDITOR

Order #48 ADD Agenda #46B

In the Matter of: Consulting Contract between Jewell Harris Jr. and the Board of Commissioners of the County of Lake for Contract Attorney Services Regarding Personnel Questions Assigned by Commissioners Attorney and Grievance Review Board for the year 2008 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Jewell Harris Jr. and the Board of Commissioners of the County of Lake for Contract Attorney Services Regarding Personnel Questions Assigned by Commissioners Attorney and Grievance Review Board for the year 2008 in an amount not to exceed \$18,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of January, 20 08 effective from January 1, 2008 to December 31, 2008 by and between JEWELL HARRIS, JR., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
- 2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

PERSONNEL QUESTIONS ASSIGNED BY COMMISSIONERS ATTORNEY AND GRIEVANCE REVIEW BOARD

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
- 3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes

of the agreement.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Eighteen Thousand Dollars (\$18,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant,

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and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this

3

agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the

paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

JEWELL HARRIS, JR.
504 BROADWAY, SUITE 719 5528 Melton Rd.
GARY, IN 46402
(219) 883-5291 PHONE 939-9529
(219) 883-0680 FAX 939-5863

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERRY J. SCHEUB

Frances Dupey
FRANCES DUPEY

CONSULTANT

Jewell Harris, Jr.
JEWELL HARRIS, JR.

ATTEST:

Peggy Katona
PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #48 ADD Agenda #46C

In the Matter of: Consulting Contract between Ron Ostojic and the Board of Commissioners of the County of Lake for Contract Attorney Services for the Lake County Sheriff's Corrections Board for the year 2008 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Ron Ostojic and the Board of Commissioners of the County of Lake for Contract Attorney Services for the Lake County Sheriff's Corrections Board for the year 2008 in an amount not to exceed \$6,300.00 at the rate of \$525.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of January, 20 08 effective from January 1, 2008 to December 31, 2008 by and between RON OSTOJIC, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
- 2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

LAKE COUNTY SHERIFF'S CORRECTIONS BOARD

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- 3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 - 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Six Thousand Three Hundred Dollars (\$6,300.00) for all services required herein at the rate of \$525.00 per month, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the

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Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because

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of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.

- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made

available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

RON OSTOJIC
6287 CENTRAL ONE
PORTAGE, IN 46368
(888) 764-0042
(219) 764-4349 FAX

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERRY J. SCHEUB

Frances DuPeay
FRANCES DUPEY

CONSULTANT

Ron Ostojic
RON OSTOJIC

ATTEST:

Peggy Madona
PEGGY MADONA,
LAKE COUNTY AUDITOR

Order #48 ADD Agenda #46D

In the Matter of: Consulting Contract between George Patrick and the Board of Commissioners of the County of Lake for Contract Attorney Services Regarding Personnel Questions Assigned by Commissioners Attorney, Insurance Oversight and Insurance Oversight Committee, Personnel Manual, Unemployment Cases for the year 2008 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between George Patrick and the Board of Commissioners of the County of Lake for Contract Attorney Services Regarding Personnel Questions Assigned by Commissioners Attorney, Insurance Oversight and Insurance Oversight Committee, Personnel Manual, Unemployment Cases for the year 2008 in an amount not to exceed \$22,540.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of January, 20 08 effective from January 1, 2008 to December 31, 2008 by and between GEORGE PATRICK, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:

PERSONNEL QUESTIONS ASSIGNED BY COMMISSIONERS ATTORNEY, INSURANCE OVERSIGHT AND INSURANCE OVERSIGHT COMMITTEE, PERSONNEL MANUAL, UNEMPLOYMENT CASES. DOES NOT INCLUDE WORKMENS COMPENSATION CASES.

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes

of the agreement.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty-Two Thousand Five Hundred Forty Dollars (\$22,540.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or

2

any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both

3

parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;

- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

GEORGE PATRICK
HOMETOWN CENTER
706 MERRILLVILLE ROAD
CROWN POINT, IN 46307
(219) 662-7959 PHONE
(219) 226-9061 FAX

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERY J. SCHEUB

Frances DuPEY
FRANCES DuPEY

CONSULTANT

George Patrick
GEORGE PATRICK

ATTEST

Peggy Katona
PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #48 ADD Agenda #46E

In the Matter of: Consulting Contract between J. M. Bennett and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$35,000.00 at the rate of \$100.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between J. M. Bennett and the Board of Commissioners of the County of Lake for the year 2008 in an amount not to exceed \$35,000.00 at the rate of \$100.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of January, 2008 effective from January 1, 2008 to and including December 31, 2008 by and between J. M. BENNETT ASSOCIATES, INC., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. Scope of Service. The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Consultant shall attend and be present at all Lake County Commissioners meetings.
 - B. Consultant shall attend and be present at all Lake County Council meetings and make an executive summary report in writing to the Board of Commissioners of the County of Lake the day after the County Council meetings regarding action taken at the Lake County Council meetings.
 - C. Consultant shall work with the Lake County Commissioners Bookkeeper to prepare all Commissioners requests to the Lake County Council for budget transfers and/or appropriation requests.
 - D. Consultant shall prepare such financial and managerial reports, evaluations and recommendations as are requested by the Unit of Government.
 - E. Consultant shall aid in preparation of budgets and reports as needed.
 - F. Consultant shall represent the Unit of Government at whatever level that is required by that Unit.
 - G. Consultant shall represent the Unit of Government at financial hearings, T.A.B. hearings and to follow-up with whatever action is deemed necessary to appeal under state statute.
 - H. Consultant shall retain ownership of all Software designed by the Consultant and documents which result from the design. The Unit of Government shall retain ownership of all documents

which result from the performance of service under the Contract.

- I. Consultant shall maintain records to show actual time involved in writing.
 - J. Consultant shall notify the County in writing of any conflict of interest of any kind whatsoever that may exist when making any recommendation to include but not limited to any conflict that might arise under I.C. 5-16-11.
 - K. Consultant shall devote such hours as are necessary to perform the service listed above.
 - L. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
 - M. Consultant reports directly to the Board, Official and/or person represented.
 - N. Consultant shall oversee the activities of the Commissioners Bookkeeping Department to ensure that Commissioners expenditures conform with budget requirements and that invoices are being paid in a timely fashion.
 - O. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Thirty-Five Thousand Dollars (\$35,000.00) for all services required herein at the rate of \$100.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written

2

amendment to this agreement.

- 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
- 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
- 9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
- 12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
- 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in

3

the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.

16. **Information Availability.**

- A. Information that is the property of Lake County shall be made

available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.




- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.



17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

J.M. BENNETT & ASSOCIATES, INC.
 1403 SNEAD AVENUE
 CHESTERTON, IN 46304
 (219) 712-3830 (OFFICE)
 (219) 926-1336 (FAX)

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.


THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

 ROOSEVELT ALLEN, JR.

 GERRY J. SCHEUB

 FRANCES DUPEY

CONSULTANT

 J.M. BENNETT & ASSOCIATES, INC.
 ATTEST:

 PEGGY RAYTON,
 LAKE COUNTY AUDITOR

Order #49 ADD Agenda #46F

In the Matter of: Letter from Attorney Dull concerning legal opinion on signatures.

Allen made a motion, seconded by DuPey, to approve and accept the opinion of their Attorney to authorize a signature stamp for two Commissioners and an original signature for one to constitute as a valid signature on the Commissioners' Deeds/Tax Sale Certificates. Motion passed 3-0.

Office of the Attorney to the Board of Commissioners	2293 N. Main St. • Crown Point, IN 46307 219-755-3058 -- Fax 219-648-6138
TO: Board of Commissioners	From:  John Dull Commissioners' Attorney
Date: January 14, 2008	_____
Re: Legal Opinion on Signatures	CC: _____

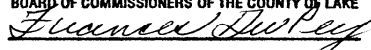

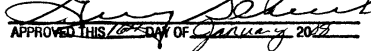
The Board in some instances get big batches of Tax Sale Certificates. These must bear the name and signature of the Commissioners.

It is my legal opinion that if the Board authorizes a signature stamp for two Commissioners and an original signature for one then that would constitute a valid signature on the certificates.

I am requesting that the Board adopt this as a policy. Who signs the original signature could be rotated among the board members. If no one was around and they had to be done then the default person with original signature must sign.

I am requesting that this be placed on the Commissioners' agenda for January 16, 2008.

Sincerely,

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



 APPROVED THIS 16th DAY OF January 2008

Order #50 ADD Agenda #46G

In the Matter of: Revised County Form 16 – Specifications for Public Construction.

DuPey made a motion, seconded by Allen, to approve the Revised County Form 16 – Specifications for Public Construction. Motion passed 3-0.

Order #51 ADD Agenda #46H

In the Matter of: Eleven (11) Vehicle Titles to be transferred to HIDTA.

DuPey made a motion, seconded by Allen, to approve Eleven (11) Vehicle Titles to be transferred to HIDTA (Town of Schererville). Motion passed 3-0.

Order #52 Agenda #47

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, January 16, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, January 16, 2008 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.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order #52 Agenda #48

In the Matter of Service Agreements.

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

- | | |
|--|---|
| L.C. BOARD OF COMMISSIONERS | W/ ABC Burglar & Fire Alarm Corp.
ABC Burglar & Fire Alarm Corp. |
| L.C. ST. JOHN TOWNSHIP ASSESSOR | W/ Waste Management |
| L.C. ENGINEERS | W/ Johnson Controls, Inc.
Interstate Alarm
Monroe Pest Control
Largura, Inc. |
| L.C. CORONER | W/ Noble Communications |

Order #52 Agenda #48(cont'd)

L.C. CORONER	W/	Stericycle, Inc.
L.C. COUNCIL	W/	McShane's
L.C. HIGHWAY	W/	Tidy John
L.C. JUVENILE COURT	W/	Gottled & Wertz, Inc.
		Word Systems
		Word Systems
		Word Systems
L.C. JUVENILE COURT C.A.S.A.	W/	Record Storage Center
L.C. PUBLIC WORKS	W/	Noble Communications
L.C. CO-OP EXTENSION	W/	Bloomfield Mechanical Corp.
		Purdue University
L.C. MAIL ROOM	W/	Pitney Bowes

Order #52 Agenda #49

In the Matter of: Poor Relief Decisions.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 3-0.

Barbara Johnson	Denied
Angel Washington	Denied for appellant's failure to appear
Vanessa Rhoni	Denied for appellant's failure to appear
Hakeem Kennedy	Remanded to township for further consideration and review
Lawrence Taylor	Denied
Penny Tavis	Remanded to township for further consideration and review
Diane Gibbs	Denied
Taevisa Gibbs	Denied
Brandie Murray	Denied for appellant's failure to appear
Delvis Sandifer	Approved on condition
Tina Wilkey	Approved
Gloria Lilly	Approved
Wright Summers	Approved
Henry Dickerson	Approved
Natasha Cook	Approved
Candace Johnson	Approved
Calvina Wheatley	Approved
Nicole Randle	Approved
Ralph Woops	Approved
Robin James	Approved on condition
Amanda Greer	Approved
Katheryn Evans	Approved
Reniece Lewis	Approved
Victoria McGee	Approved
Tina Gamble	Approved

Order #53 Agenda #52

In the Matter of: L.C. Council Ordinance – Ordinance No. 1295A.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1295A, an Ordinance Establishing Gasoline Policy for County Employees. Motion passed 3-0.

Order #53 Agenda #52(cont'd)

ORDINANCE NO. 1295A

**ORDINANCE ESTABLISHING GASOLINE
POLICY FOR COUNTY EMPLOYEES**

- WHEREAS, pursuant to I.C. 36-2-3-2 and I.C. 36-2-3.5-3, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and
- WHEREAS, pursuant to I.C. 36-2-3.5-5, the Lake County Council may adopt ordinances for governing Lake County, Indiana; and
- WHEREAS, the Lake County Council desires to establish a gasoline policy for Lake County employees.
- NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following County gasoline policy is hereby established:

I. INTRODUCTION

This policy applies to all County employees and elected officials.

II. SCOPE

This policy applies to reimbursement for the personal use of privately owned vehicles by officials and employees as well as to government provided vehicles.

III. MILEAGE REIMBURSEMENT

Unless an elected official or employee has an authorized issued gas card for use at either the Lake County Highway Department or the Lake County Sheriff's Department, the County will pay the person the authorized per mile reimbursement rate. To obtain this reimbursement the person will have to submit on the appropriate forms required by the State Board of Accounts a record of when that person's private vehicle was used for government purposes.

IV. GAS CARD ISSUANCE AND USE

1. Only vehicles that are owned by Lake County, Indiana or leased by Lake County, Indiana are eligible for fuel at the Lake County gas pump at either the Lake County Highway Department or the Lake County Sheriff's Department. All Lake County vehicles
-

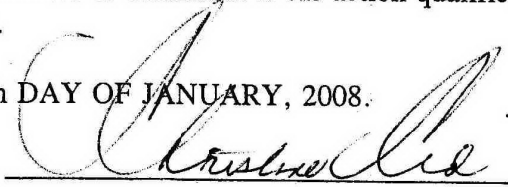
except those that require undercover plates for security purposes will have County government municipal plates. The Sheriff shall determine what vehicles require confidential plates for security purposes.

- 2. A list of gas cards issued and to whom or for what vehicle will be maintained by the Lake County Sheriff. This list must be approved by the Board of Commissioners.
- 3. Only those vehicles or persons who have authorized gas cards will be allowed to fill up at the Highway Department or the Sheriff's Department.
- 4. Only Highway vehicles will fill up at the Highway Department. All other vehicles will fill up at the Sheriff's Department.
- 5. No personal vehicles are allowed the use of gas cards to fill up either at the Lake County Highway Department or the Lake County Sheriff's Department.
- 6. All above use pertains to all Lake County employees and Lake County elected officials.


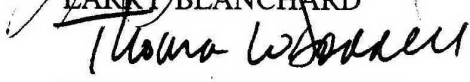
V. PENALTIES



- 1. Disciplinary action will be taken against any employee who violates this policy.
- 2. Any and all violations of the policy will be referred to the Lake County Prosecutor to determine if the action qualifies for criminal prosecution.

SO ORDAINED THIS 8th DAY OF JANUARY, 2008.


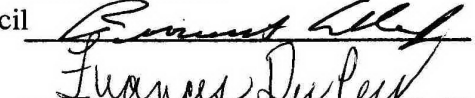


 CHRISTINE CID, President




 LARRY BLANCHARD

 THOMAS O'DONNELL


 ERNIE DILLON

 ELSIE FRANKLIN

Members of the Lake County Council


 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


 APPROVED THIS 20 DAY OF January 20 08

Order #54 Agenda #52

In the Matter of: L.C. Council Ordinances and Resolutions – Ordinance No. 992C-31.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 992C-31, an Ordinance Amending Lake County Self Insurance Ordinance, Ordinance No. 992C-3. Motion passed 3-0.

ORDINANCE NO. 992C-31

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

WHEREAS, on May 9, 1989 the Lake County Council adopted the Lake County Self Insurance Ordinance;

WHEREAS, the Lake County Council now desires to amend Ordinance No. 992C-3.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

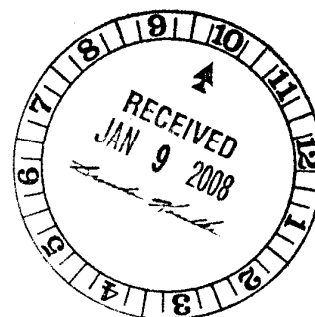
That Ordinance No. 992C-3 be amended as follows:

**SECTION IV. EMPLOYEE ELIGIBILITY REQUIREMENTS FOR PARTICIPATION
IN THE EMPLOYEE BENEFIT PROGRAM**

D. Cost Center Contributions for Health Care.

DELETE:

1. Effective January 1, 2007, costs center contributions for health care are hereby established at \$500.00 per pay period for each insured employee, single or family, effective date January 1, 2007.
2. That the \$500.00 per pay period contribution shall be made by all offices, departments and agencies that have insured employees.



INSERT:

1. Effective January 1, 2008, costs center contributions for health care are hereby established at \$550.00 per pay period for each insured employee, single or family, effective date January 1, 2008.
2. That the \$550.00 per pay period contribution shall be made by all offices, departments and agencies that have insured employees.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis Turley
Ronald Allen
Ray Schuch
 APPROVED THIS 8TH DAY OF JANUARY 2008

SO ORDAINED THIS 8TH DAY OF JANUARY, 2008.

Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Thomas O'Donnell
 THOMAS O'DONNELL

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Members of the Lake County Council

Order #55 Agenda #52

In the Matter of: L.C. Council Ordinances and Resolutions – Resolution No. 08-05.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-05, a Resolution Authorizing the President of the Lake County Council to Execute the Second Amendment to the Energy Services Agreement Between Lake County, Indiana and Ameresco, Inc. Motion passed 3-0.

RESOLUTION NO. 08-05

**RESOLUTION AUTHORIZING THE PRESIDENT OF
THE LAKE COUNTY COUNCIL TO EXECUTE THE SECOND
AMENDMENT TO THE ENERGY SERVICES AGREEMENT
BETWEEN LAKE COUNTY, INDIANA AND AMERESCO, INC.**

WHEREAS, pursuant to I.C. 36-1-12.5, Guaranteed Energy Savings Contracts and Energy Efficiency Programs, the legislative body of Lake County, Indiana, the Lake County Council, has selected Ameresco, Inc. to develop a Comprehensive Facility Renewal Program for several county owned buildings within Lake County, Indiana; and

WHEREAS, pursuant to I.C. 36-1-12.5, Ameresco, Inc. has prepared and provided Lake County with a Comprehensive Facility Renewal Program (Program) and an Energy Service Agreement to implement the program for the sum of Fifteen Million Four Hundred Fifty-Six Thousand Three Hundred Eighty (\$15,456,380.00) Dollars which has been approved by Lake County per Resolution No. 06-96 adopted by the Lake County Council on November 9, 2006; and

WHEREAS, Lake County has secured financing through bondings; and

WHEREAS, pursuant to I.C. 36-1-12.5, the parties wish to enter into the Second Amendment to the Energy Savings Agreement, to implement the program for an additional sum of Eight Hundred and Seventy-One Thousand Six Hundred and Fifty-Two (\$871,652.00) Dollars.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

1. That the Second Amendment to the Energy Services Agreement between Lake County, Indiana and Ameresco, Inc. prepared and provided by Ameresco pursuant to I.C. 36-1-12.5 for the sum of Eight Hundred and Seventy-One Thousand Six Hundred and Fifty-Two (\$871,652.00) Dollars is hereby approved and the President of the Lake County Council is authorized to execute the Second Amendment on behalf of Lake County pursuant to I.C. 36-1-12.5.
2. The project will meet the County's Equal Employment Opportunity goals and will be covered by a Project Labor Agreement.

SO RESOLVED THIS 8TH DAY OF JANUARY, 2008.

Christine CID
CHRISTINE CID, PRESIDENT

Elsie Franklin
ELSIE FRANKLIN

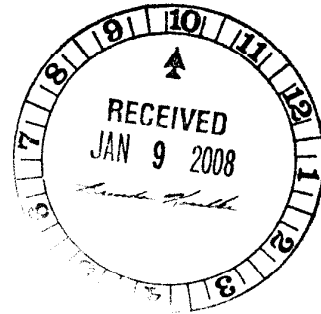
Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Larry Blanchard
LARRY BLANCHARD

Ted F. Bilski
TED F. BILSKI

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Ernest Dudley
Rossley Allen
Gene Scheell
APPROVED THIS 10th DAY OF January 2008

*Attachment A: Additional Scope, on file.

Order #56 Agenda #53

In the Matter of: Annual Appointments – A. Northwestern Indiana Regional Planning Commission.

DuPey made a motion, seconded by Scheub, to push aside Gerry Scheub from his appointment to the Northwestern Indiana Regional Planning Commission (NIRPC) representing Lake County Commission and appoint Roosevelt Allen Jr. to serve as Commissioner of NIRPC. Motion passed 3-0.

Order #57 Agenda #53

In the Matter of: Annual Appointments – Annual Appointments Year 2008.

Allen made a motion, seconded by DuPey, to approve the following annual appointments for the year 2008. Motion passed 3-0.

Commissioners' Appointment List

President, Board of Commissioners	Allen Jr., Roosevelt <i>now</i> Gerry J. Scheub
Vice President, Board of Commissioners	Scheub, Gerry J. <i>now</i> Roosevelt Allen Jr.
Baliff and Annex Custodian	Nutall, McKinley
Commissioners' Attorney	Dull, John S.
Commissioners' Attorney, Assistant	Irak, Joseph S.
Commissioners' Attorney Assistant	Thiros, Mark A.

DEPARTMENTS

Building Manager	Ombac, Dan
Commissioners' Administrative Assistant	Cole, Delvert
Equal Employment Opportunity Officer	Allen Jr., Roosevelt
Fairgrounds Superintendent	Carlson, Paul
Highway Superintendent	Malczewski, Marcus
Highway Superintendent, Assistant	Stochel, Jill
Highway Engineer	Alverson, Duane
Public Works Director	Henderson, William
Purchasing Agent	Koselke, Brenda
Veterans Service Officer	Schultz, Donald

BOARD & COMMITTEE APPOINTMENTS

Alcoholic Beverage Commission	Krull, Kimberly
Coastal Management Board	Allen Jr., Roosevelt
Common Construction Wedge Committee	Blevins, James
Common Construction Wedge Committee	Callahan, James
Community Corrections Advisory Board	Panther, Paul E.
Community Corrections Advisory Board	Cole, Heather
Community Corrections Advisory Board	White, Alma
Community Corrections Advisory Board	O'Donnell, Thomas
Community Corrections Advisory Board	Pellicciotti, Joseph M.
Community Corrections Advisory Board	Oman, Sherry
Community Corrections Advisory Board	Barber, Albert
Community Corrections Advisory Board	Shaps, Herbert I.
Community Corrections Advisory Board	Hernandez, Patty
Community Corrections Advisory Board	Holcomb, James
Community Corrections Advisory Board	Clement Jr., James
Contractors Licensing Board	DuPey, Frances
Contractors Licensing Board	Arvin, John
Convention and Visitors Bureau	Mika, Violet
Convention and Visitors Bureau	Wolters, Patty
Data Board	Allen Jr., Roosevelt
Drainage Board	Scheub, Gerry J.
Drainage Board	Allen Jr., Roosevelt
Drainage Board	DuPey, Frances
Economic Development Commission	DuPey, Frances
Economic Development Commission	Brown, Mary
Eleven County Drainage Board	Scheub, Gerry J.
Emergency Management Advisory Council	DuPey, Frances
Family and Children Protection Team	Gopal, Kalyani
Grievance Review Board	White, Maurice
Health, Board of	Krejsa, Richard J.
Health, Board of	Radziwiecki, Thaddeus F., DPM
Health, Board of	VanBuskirk, Mark
Health, Board of	Conaway, Arlene
Health, Board of	Terpstra, Debbie
Health, Board of	Dr. Stovall, Troy
Health, Board of	Karejci, Deborah S.
Insurance Oversight Committee	Young, Diane (proxy)

Jail Oversight Committee	Scheub, Gerry J.
Judicial Nominating Commission	Moran, Janet
Judicial Nominating Commission-Dist 1	Grant, Tavis Lane
Judicial Nominating Commission-Dist 2	Van Sessen, Gayle
Judicial Nominating Commission-Dist 3	Dabertin, Tom
Land Valuation Commission	Matonovich, John
Land Valuation Commission	Brown, William
Land Valuation Commission	Malizzo, Robert
Land Valuation Commission	Charbonneau, Edward
Land Valuation Commission	Wheeler, Martha
Land Valuation Commission	McDowell, Nadine
Land Valuation Commission	Adams, Hank
Law Library Board	Scheub, Gerry J.
Library Board, County	Tobin, Dennis
Library Board, County	Sera, Tom
Library Board, Crown Point	Conlon, Jim
Library Board, Crown Point	McCarroll, Theona
Library Board, East Chicago	McCraken, Gary
Library Board, Gary	Clay, Christine
Library Board, Hammond	Maximiliano, Iglesias
Library Board, Lowell	Bruce, Mary
Library Board, Lowell	Keithley, Holly
Library Board, Whiting	Kompier, Timothy P.
Little Calumet River Basin Commission	Gurley, R. Kent
Northwest Indiana Community Action Corp.	Allen, Jr., Roosevelt
Northern Indiana Commuter Transportation Dist	DuPey, Frances
Northwest Indiana Regional Planning Comm.	Scheub, Gerry J. now Roosevelt Allen Jr.
Plan Commission	Niemeyer, Rick
Plan Commission	Scheub, Gerry J.
Plan Commission	Huseman, Kenneth
Plan Commission	Miller, Dennis
Plan Commission	Putz, William
Plan Commission	Lain, William
Private Industry Council	Hughes, Danita Johnson
Private Industry Council	Cocoran, Barbara
Private Industry Council	Costello, Anthony
PTABOA	Edward Krusa
PTABOA	Wickland, David
Public Defenders Board	Allen, Jr., Roosevelt
Real Estate Disposal Committee	DuPey, Frances
Redevelopment Authority	Cak, Larry
Redevelopment Authority	Sims, Stan
Redevelopment Authority	DuPey, Frances
Redevelopment Commission	Allen Jr., Roosevelt
Redevelopment Commission	Krnich, Joe
Redevelopment Commission	Purvich, Mark
Redevelopment Commission	Franklin, Elsie
Redevelopment Commission	Brezik, John
Regional Transportation Authority	Allen, Jr., Roosevelt
Solid Waste Management Board	Scheub, Gerry J.
Veterans Affairs Study Commission	Scheub, Gerry J.
Zoning Appeals, Board of	Miller, Dennis
Zoning Appeals, Board of	Lukasik, Stanley
Zoning Appeals, Board of	Borchert, Kathryne

Order #58 Agenda #56

In the Matter of: Comments from members of the Board of Commissioners.

Allen, as you may have read in the newspapers State Representative Charlie Brown introduced House Bill 1309, which is the bill that will repeal the tax subsidy's for the integrated mills. This has been one of my projects for several years and for a couple of reasons being, I believe the Mills are grossly under-assessed and if they're not paying their fair share of taxes and they're not struggling now, all of the are making windfall of profits in a global market and I don't believe that it's the responsibility of the citizens and tax payers of Lake County to subsidize a multi-national company, even when it's struggling, I think that should've been the responsibility of the Federal Government to provide that subsidy.

The second reason I wanted that Legislation introduced into the Assembly is because those integrated mills have not taken a patriotic relationship with Lake County or the State of Indiana. They have hundreds of suppliers, they are the largest companies in the world and they could've used their influence to influence many of their suppliers to locate in Lake County, Indiana and other parts of the State which would have resulted in a substantial increase in employment in Lake County and in other parts of the State and it would've expanded Lake County's economic tax base and the tax base of the State.

The City of Gary has been trying for approximately six years to get and Congressman Visclosky tried to get USS to relocate the railroad tracks so we can expand the runway at the Gary Airport so that we can continue to develop the airport so that larger jets could land at Gary Airport, actually Gary Airport has a larger footprint than Midway and the only reason that the growth of the airport has not moved along faster is because USX has procrastinated in relocating that rail line even though our Congressman has already procured the money to pay for the relocation. The money is just sitting there waiting on those officials and maybe since we are going in and taking a second look at House Bill 1858 we may be able to get the "Key Officials" and Senior Management for USX to sit down at the table and talk with the City Officials about accelerating the relocation of the railroad tracks so we can expand our airport and we can grow because I think that's one of the economic engines for Lake County. In Chicago, the expansion of Midway Airport created 6.5 billion dollars worth of economic development around the airport and we can have same kinds of development in Lake County, Indiana if we could relocate the rail-line.

By opening up this Legislation and moving it through the Assembly that opens up the arena of discourse between these integrated mills and between the local officials and maybe even between the Legislators and State Officials so that they can help

us solve our taxation problems because you can't just solve your problems by reducing your cost because you only reduce the cost to a certain level and still be able to maintain a competent quality of Government services, at some point you've got to figure out how to increase the revenue stream and increase the tax base and you do that through economic development.

Commissioner Scheub, in agreement with Commissioner Allen says that a major part of our property tax situation is the big mills and BP.

Attorney Dull, says, a reporter from the Post-Tribune is going to give me a copy of the ad that US Steel put in the paper about House Bill 1858 and with Larry and with the Assessor we are working on a packet to give to Representative Brown when I go down to Indianapolis. I need a "Bill watch alert" placed on House Bill 1309, so we can be alerted whenever anything occurs involving this Bill 1309.

Mr. McKinley, with permission from the Board says, I just want to make a mention that yesterday was Dr. Martin Luther King's birthday and there will be celebrations of his life and legacy in various cities around the County. As well, Mr. McKinley recited a speech by Martin Luther King Jr., "I Have A Dream".

Commissioner's Attorney John Dull – To Do List as follows:

- Referring to Order #43 – to produce a letter to be sent to the Veteran's Office concerning the display of the information pamphlets for employment for Veteran's after the service.
- Referring to L.C. Council Ordinance No. 1295A – To request a list from the Department's of those who have Employees that have been issued a Gas Card.

The following officials were Present:

Attorney John Dull
Dan Ombac
Brenda Koselke
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, February 20, 2008 at 10:00 A.M.

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

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

