

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 11th day of March, 2008 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 11th day of March, 2008 at about 4:00 p.m.

Order#1 – Agenda #5A

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

DuPey made a motion, seconded by Allen, 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.

Allen made a motion, seconded by DuPey, to approve the Additions – Item #10E – Addendum #1 to the Specification for the Replacement of Lake County Bridge #91, 109th over Niles Ditch to be ratified; Item #57A – No Motion was made concerning Item number 72 Claims and Docket and Item number 73 Service Agreements from the October 17, 2007 Commissioners Meeting. Motion to be made at the March 19, 2008 Commissioners Meeting to reflect that the Motion was made with regard to items 72 and 73 at the March 19, 2008 Meeting; Item #64C – Lake County Board of Health Appointment. Deletions – Item #14 – to be deferred to April 16, 2008. Motion passed 3-0.

Order#3 – Agenda #5E

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

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

Order #4 Consent Agenda

In the Matter of Consent Agenda.

DuPey made a motion, seconded by Allen, to approve the Consent Agenda. Motion passed 3-0.

Order #5 Agenda #8

In the Matter of L.C. Highway Department – Sign-In Sheet from the Mandatory Bidders Conference held on Wednesday, March 12, 2008 at 1:00pm concerning the Specification for Painted Pavement Markings on selected County Roads for the year 2008.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway Department – Sign-In Sheet from the Mandatory Bidders Conference held on Wednesday, March 12, 2008 at 1:00pm concerning the Specification for Painted Pavement Markings on selected County Roads for the year 2008. Motion passed 3-0.

Order #6 Agenda #10

In the Matter of Contract for L.C. Highway Department – Annual Asphalt Bids for the year 2008

The Board having previously taken the above bids under advisement, does hereby award the contracts to Rieth-Riley Construction Co., Inc. 7500 W. 5th Avenue, Gary, IN 46406 for Bituminous Materials and Surface Milling (Delivered and Applied), Bituminous Materials and Surface Milling (Picked Up), Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), and Chip and Seal for the year 2008 upon a motion by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials and Surface Milling (Delivered and Applied), Bituminous Materials and Surface Milling (Picked Up), Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), and Chip and Seal for the year 2008 for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

RIETH-RILEY CONSTRUCTION CO., INC. W/ TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA in the amount of 10% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS AND SURFACE MILLING (DELIVERED AND APPLIED) FOR \$2,296,750.00, BITUMINOUS MATERIALS AND SURFACE MILLING (PICKED UP) FOR \$90,600.00, BITUMINOUS MATERIALS FOR ROADWAY PATCHING AND BRIDGE DECK AND APPROACH, OVERLAYS (DELIVERED AND APPLIED) FOR \$288,075.00, AND CHIP AND SEAL FOR \$813,250.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Order #6 Agenda #10 (cont'd)
Date: March 19, 2008

FRANCES DUPEY
GERRY SCHEUB
ROOSEVELT ALLEN, JR.

RIETH-RILEY CONSTRUCTION CO., INC.

Letter of Recommendation:

March 19, 2008

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

Attn: Gerry J. Scheub, President

In re: 2008 Annual Asphalt Bid Review

Dear Mr. President:

Pleased be advised the Lake County Highway Department is recommending the acceptance of the lowest, most responsive bid which has met our specifications. The recommended bid is highlighted and marked with an asterisk.

Bituminous Materials and Surface Milling (Delivered and Applied)

* Reith-Riley Construction Co.	\$2,296,650.00
Walsh and Kelly	\$2,496,000.00

Bituminous Materials and Surface Milling (Picked Up)

* Reith-Riley Construction Co.	\$ 90,600.00
Walsh and Kelly	\$ 99,000.00

Seal Coat (Chip and Seal)

* Reith-Riley Construction Co.	\$ 813,250.00
Walsh and Kelly	\$ 826,500.00

Bituminous Materials for Roadway Patching and Bridge Decks

* Reith-Riley Construction Co.	\$ 288,075.00
Walsh and Kelly	\$ 317,000.00

We are recommending the acceptance of the above mentioned bids.

Respectfully

Marcus W. Malczewski, Superintendent
Lake County Highway Department
MWM: spz

Order #7 ADD Agenda #10E

In the Matter of L.C. Highway – Addendum #1 to the Specification for the Replacement of Lake County Bridge #91, 109th Over Niles Ditch.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – Addendum #1 to the Specification for the Replacement of Lake County Bridge #91, 109th Over Niles Ditch. Motion passed 3-0.

Order #8 Agenda #12

In the Matter of L.C. Highway – Request for permission to seek proposals for the selection of a Consulting Engineering Firm to provide construction engineering services for the replacement of Lake County Bridge #77, 205th Avenue over Bruce Ditch.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Highway for the selection of a Consulting Engineering Firm to provide construction engineering services for the replacement of Lake County Bridge #77, 205th Avenue over Bruce Ditch. Motion passed 3-0.

Order #9 Agenda #13

In the Matter of Specifications: L.C. Highway – Crack and Seal for the year 2008.

DuPey made a motion, seconded by Allen, to approve the Highway Department's Specifications for Crack and Seal for the year 2008 and ordered same to be advertised for receiving of bids on Wednesday, April 16, 2008 at 9:30 a.m. Motion passed 3-0.

Order #10 Agenda #15

In the Matter of L.C. Highway – Seek proposals for the selection of a consultant for Right-of-Way Acquisition services for the reconstruction of 45th Ave. Proposals to be returned by Wednesday, April 16, 2008 prior to 9:30am in the Lake County Auditor's Office.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Highway for the selection of a consultant for Right-of-Way Acquisition services for the reconstruction of 45th Ave.

Order #11 Agenda #16

In the Matter of L.C. Highway – Ellas Construction Co., Inc. Change Order No. 4 for the Rehabilitation of Lake County Bridge #196, Ridge Road over Kennedy Avenue in the decreased amount of -\$113,948.52.

DuPey made a motion, seconded by Allen, to approve the Change Order No. 4 for the Rehabilitation of Lake County Bridge #196, Ridge Road over Kennedy Avenue in the decreased amount of -\$113,948.52 between L.C. Highway Department and Ellas Construction Co., Inc. Motion passed 3-0.

Order #12 Agenda #17

In the Matter of L.C. Highway – Ellas Construction Co., Inc. Change Order No. 1 for the Reconstruction of Palmira Estates Subdivision, Belmont and Patterson Street in the amount of \$29,275.85.

DuPey made a motion, seconded by Allen, to approve Change Order No. 1 for the Reconstruction of Palmira Estates Subdivision, Belmont and Patterson Street in the amount of \$29,275.85 between L.C. Highway Department and Ellas Construction Co., Inc. Motion passed 3-0.

Order #12 Agenda #18

In the Matter of L.C. Highway – Ellas Construction Co., Inc. Change Order No. 1 for the Reconstruction of Springrose Heath Subdivision, Calhoun Place in the decreased amount of -\$11,153.18.

DuPey made a motion, seconded by Allen, to approve Change Order No. 1 for the Reconstruction of Springrose Heath Subdivision, Calhoun Place in the decreased amount of -\$11,153.18 between L.C. Highway Department and Ellas Construction Co., Inc. Motion passed 3-0.

Order #13 Agenda #19

In the Matter of L.C. Highway – DLZ Supplemental Agreement No. 1, New Parking Garage/Maintenance Garage/Offices for the Lake County Highway Department District Three in Lowell, Indiana in the decreased amount of -\$2,000.00.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway Department – DLZ Supplemental Agreement No. 1, New Parking Garage/Maintenance Garage/Offices for the Lake County Highway Department District Three in Lowell, Indiana in the decreased amount of -\$2,000.00. Motion passed 3-0.



February 27, 2008

Mr. Marcus Malczewski
Highway Superintendent
Lake County Highway Department
1100 E. Monitor Street
Crown Point, IN 46307

RE: Supplemental Agreement No. 1
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana
Construction Phase Services

Dear Commissioners:

DLZ Indiana, LLC (DLZ) is pleased to submit the following Supplemental Agreement for work associated with the District Three Lowell Garage for the Lake County Highway Department.

This document shall amend the original Letter Agreement dated March 7, 2007 and executed March 21, 2007, as follows:

Add the following to "DESCRIPTION OF PROJECT" on page 1:

The project also includes the Design, preparation of Construction Documents and Bidding services for new furniture systems at the Lake County Highway Department Lowell District Garage facility.

Bid Package 1 – Furniture Systems

The new Lowell District Garage will require with new furniture systems for the offices, workstations and storage. DLZ will conduct meetings with the Lake County Highway Department to determine design criteria and specific furniture needs for the facility. Upon confirmation of the design criteria, DLZ will prepare Bid Documents to be used to solicit competitive bids to provide and install furniture systems within the Lowell District Garage facility.

Add the following to "SCOPE OF WORK, Part-Time Project Representation – Construction Phase" on page 5:

5. Establish Design Criteria for Furniture Systems Bid Package:
 - a. Meet with the staff of the Lake County Highway Department to review specific requirements and establish design criteria. Three meetings are anticipated during this task.
6. Construction Documents for Furniture Systems Bid Package:
 - a. Prepare Contract Documents based on the established design criteria. Documents will include all necessary drawings to ensure competitive bidding.
 - b. Bid Package will be bid as a single prime contract with a lump sum amount.
 - c. Prepare an estimate of probable cost to the Commissioners/Highway Department based on the final Contract Documents.
 - d. Print and assemble fifteen (15) sets of Contract Documents. Printed sets of Contract Documents will be forwarded to the Commissioners/Highway Department for distribution to Contractors.

2211 East Jefferson Blvd. • South Bend, Indiana 46615 • (574) 236-4400 • FAX (574) 236-4471
With Offices Throughout The Midwest
www.dlz.com



February 27, 2008

RE: Supplemental Agreement No. 1
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

Page 2

- 7. Bidding for Furniture Systems Bid Package:
 - a. Assist the Owner in the bidding process. The County shall be responsible for the required bid advertisements and publications.
 - b. Conduct a pre-bid meeting at the site with potential bidders.
 - c. Answer questions from plan holders during the bidding period and issue any addenda, which may be necessary.
 - d. Review the received bids and prepare a formal recommendation to the Owner for an Award of Contract.

Delete "COMPENSATION" in its entirety and Replace with the following on page 5:

The Lake County Board of Commissioners shall compensate DLZ Indiana, LLC, for services rendered under the above "Scope of Work", a total not-to-exceed amount of **Two Hundred Eight Thousand Dollars (\$208,000.00)**. A breakdown of fees, as it relates to specific tasks, is as follows:

Construction Administration (lump sum)	\$ 38,000.00
Part time Project Representation (hourly rate).....	\$ 160,000.00
Misc. Reimbursable Expenses (printing, mailing costs and mileage)*	<u>\$ 10,000.00</u>
Total	\$208,000.00

Construction Administration fees will be invoiced monthly based upon our estimated percentage of completion.

Part-time Project Representation will be invoiced monthly on an Hourly Rate basis in accordance with Attachment "B" (Standard Fee Structure).

*Reimbursable expenses include actual expenditures for government or agency fees, document reproduction cost, USPS/UPS/FEDEX mailing costs, mileage (at \$0.445 per mile) and photographs. Reimbursable expenses shall be payable at a multiple of 1.2 times expenses billed to the Architect/Engineer.

AMENDMENT

This Contract Amendment **decreases** the current Contract Amount of \$210,000.00 by \$2,000.00 for a revised Contract Amount of \$208,000.00. All other Terms and Conditions as set forth in the original Contract dated March 7, 2007 and executed on March 21, 2007 shall remain in full force and effect, except as modified herein.



February 27, 2008

RE: Supplemental Agreement No. 1
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

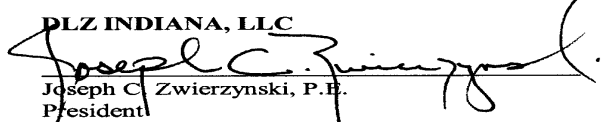
Page 3

ACCEPTANCE

We trust that this Supplemental Agreement satisfactorily sets forth your understanding of the terms and conditions for Architectural/Engineering services between us. If this Supplemental Agreement meets with your approval, please sign, date, and return one (1) copy to our office.

We appreciate your continued confidence in DLZ Indiana, LLC and we are eager to continue working with you on this important project for the Highway Department. Please do not hesitate to contact our office if you should have any questions.

Very truly yours,

DLZ INDIANA, LLC

 Joseph C. Zwierzynski, P.E.
 President

AGREED AND ACCEPTED

LAKE COUNTY BOARD OF COMMISSIONERS

By: 
Roosevelt Allen, Jr., District 1

By: 
Gerald J. Scheub, District 2

By: 
Frances L. DuPey, District 3

Date: March 19, 2007

APPROVED AS TO LEGALITY AND FORM:


Attorney for Lake County

Order #14 Agenda #20

In the Matter of L.C. Highway – Offer from Cintas to extend their 2006-2007 Uniform Contract through the calendars years 2008-2009 at the same rates as the prior agreement.

DuPey made a motion, seconded by Allen, to approve the extension of the contract (offer from Cintas to extend their 2006-2007 Uniform Contract through the calendars years 2008-2009 at the same rates as the prior agreement). Motion passed 3-0.

Order #15 Agenda #21

In the Matter of L.C. Highway – Proposed Lake County Ordinance for a Frost Law.

DuPey made a motion, seconded by Allen, to approve the Highway Department's Lake County Ordinance for a Frost Law. Motion passed 3-0.

LAKE COUNTY ORDINANCE # 08- 05

FROST LAW

**Be it ordained by the Board of Commissioners of Lake County, Indiana:
That Pursuant to Home Rule Law IC 36-1-3-4 and IC 9-20-1-3 which allows local authorities to establish what is commonly called "Frost Laws", Lake County hereby establishes such Frost Law.**

Whenever any county highway by reason of deterioration, flood, rain, snow or other climatic conditions will be seriously damaged or destroyed unless the permissible weight of vehicles and loads using said roads are reduced, the County shall reduce the posted weight by placing signs in conspicuous places at the terminal of said County highways of portions thereof and at all intersecting crossroads, entering such county highway or section thereof. Such signs shall be substantially in the following form: Total Weight Allowed on Road Not More than TEN (10) Tons Gross.

Whenever any such County highway or section thereof shall be so posted, it shall be Unlawful for any person to drive, propel or operate over such highway or section thereof, any vehicles, with or without any load thereon more then the weight specified on said signboards

That the penalty for the violation of this ordinance shall be a fine of up to \$2,500.00.

On any trial of any person charged with the violation of this ordinance, oral proof of the existence of such sign boards with the inscription thereon, posted as in this ordinance provided, shall be prima facie proof of such action by said Commissioners and of the validity thereof.

This ordinance shall be in full force and effect upon adoption and compliance with IC 36-3-4-14.

The foregoing was passed by the Board of Commissioners of Lake County Indiana on the 19 day of March, 2008.

BOARD OF COMMISSIONERS, LAKE COUNTY INDIANA:

**ROOSEVELT ALLEN JR.
GERALD J. SCHEUB
FRANCES DuPEY**

**Attested by Lake County Auditor:
Peggy H. Katona**

Order #16 Agenda #22

In the Matter of L.C. Highway – Irrevocable Letter of Credit No. 1205 in the amount of \$45,500.00 – Association for Protestant Reformed Education, Association for Protestant Reformed Secondary Education.

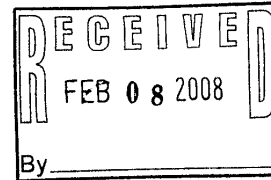
DuPey made a motion, seconded by Allen, accept and make a matter of public record the L.C. Highway – Irrevocable Letter of Credit No. 1205 in the amount of \$45,500.00 – Association for Protestant Reformed Education, Association for Protestant Reformed Secondary Education. Motion passed 3-0.

Order #17 Agenda #23

In the Matter of L.C. Highway – County Utility Agreement – AT&T-Indiana, Project #6396841 located at 41st Avenue & Cleveland Street.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – County Utility Agreement – AT&T-Indiana, Project #6396841 located at 41st Avenue & Cleveland Street. Motion passed 3-0.

COUNTY UTILITY AGREEMENT



The Board of Commissioners of Lake County, hereinafter referred to as the Board, and AT&T – Indiana (Utility)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of Buried telephone facilities (see attached drawings) Project#6396841

located at 41st Avenue & Cleveland Street (Intersection, township and SW 1/4 Section 29 T36N R8W).

is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".
7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

[Signature]
 Applicant of (Authorized Representative)
 Date of Signature 2/6/08

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Frances DuPey
 Member

Recommended for Approval by:
[Signature]
 Lake County Highway Department

[Signature]
 Member

[Signature] 2-13-2008
 Lake County Highway Department

[Signature]
 Member

ATTEST *[Signature]*
 Lake County Auditor

Order #18 Agenda #24

In the Matter of L.C. Highway – NIPSCO Road-Cut Permit, 12444 Burr Street (Electric) (East Side of Burr Street), 12444 Burr Street (Gas) (West Side of Burr Street).

Allen made a motion, seconded by DuPey, to approve the L.C. Highway – NIPSCO Road-Cut Permit, 12444 Burr Street (Electric) (East Side of Burr Street), 12444 Burr Street (Gas) (West Side of Burr Street). Motion passed 3-0.

Order #18 Agenda #24 (cont'd)

080002



Northern Indiana Public Service Company
A NISource Company

City: CROWN POINT

Date: 2/8/08

Application for Permit - Electric

APPROVED BY

TO THE HONORABLE BOARD OF
COUNTY COMMISSIONERS OF
Lake COUNTY, INDIANA

[Signature]

We hereby make application for a permit or for permission to erect all necessary main pipes, mains and attachments thereto or underground conduits, as will be necessary and proper to be done along and adjacent to the county highway, being part of the highway system of Lake County, Indiana, and especially along the following location: East side of Burn St @ 12444 Burn St

Sketches or drawings showing the exact location, dimensions, depth of opening or distance from the main portion of the traveled highway and a print of the same is to be furnished by us:

The purpose of such work is as follows: Provide Electric to new Home

If this application for a permit is granted, we hereby agree to place the portion of the highway or the part adjacent thereto in as good condition as is now, and to backfill any trench or opening by thoroughly tamping the backfill in layers not exceeding four inches deep, and to maintain the surface which has been disturbed in a smooth and uniform condition for a period of six months after the work is completed.

We further agree to move or remove any structures installed under this permit should future traffic conditions or road improvements necessitate and when requested to do so by the Lake County Highway Department.

We further agree to indemnify the County of Lake against any claims for injury or damage to persons or property and to execute a bond conditioned to pay such damages if required by your Board.

We further agree to notify the Lake County Highway Department in writing five days in advance of the time of beginning the work done under this permit, and to mail a copy of this notice to its local superintendent; also to notify the local superintendent either by telephone or telegraph the day preceding the beginning of the work.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: *[Signature]*
Mark L. Pasyk
Engineer, Utility Highway Affairs
801 E. 86th Avenue
Merrillville, IN 46410
219-647-4299

Work Order #: 54101-3

Engineer: Kostas Nikitaras

Phone #: (219) 921-4182

HR1 #: 205-351-000

PERMISSION GRANTED
[Signatures]
Francis Dewey
Bonnie Kelly
Larry Schenk
Board of Commissioners

West Side
080003



Northern Indiana Public Service Company
A NISource Company

City: CROWN POINT

Date: 2/8/08

Application for Permit - Gas

APPROVED BY

TO THE HONORABLE BOARD OF
COUNTY COMMISSIONERS OF
Lake COUNTY, INDIANA

[Signature]

We hereby make application for a permit or for permission to erect all necessary main pipes, mains and attachments thereto or underground conduits, as will be necessary and proper to be done along and adjacent to the county highway, being part of the highway system of Lake County, Indiana, and especially along the following location: West side of Burn St @ 12444 Burn St

Sketches or drawings showing the exact location, dimensions, depth of opening or distance from the main portion of the traveled highway and a print of the same is to be furnished by us:

The purpose of such work is as follows: Provide gas to new home

If this application for a permit is granted, we hereby agree to place the portion of the highway or the part adjacent thereto in as good condition as is now, and to backfill any trench or opening by thoroughly tamping the backfill in layers not exceeding four inches deep, and to maintain the surface which has been disturbed in a smooth and uniform condition for a period of six months after the work is completed.

We further agree to move or remove any structures installed under this permit should future traffic conditions or road improvements necessitate and when requested to do so by the Lake County Highway Department.

We further agree to indemnify the County of Lake against any claims for injury or damage to persons or property and to execute a bond conditioned to pay such damages if required by your Board.

We further agree to notify the Lake County Highway Department in writing five days in advance of the time of beginning the work done under this permit, and to mail a copy of this notice to its local superintendent; also to notify the local superintendent either by telephone or telegraph the day preceding the beginning of the work.

NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: *[Signature]*
Mark L. Pasyk
Engineer, Utility Highway Affairs
801 E. 86th Avenue
Merrillville, IN 46410
219-647-4299

Work Order #: 44102-3

Engineer: Kostas Nikitaras

Phone #: (219) 921-4182

HR1 #: 205-351-000

PERMISSION GRANTED
[Signatures]
Francis Dewey
Bonnie Kelly
Larry Schenk
Board of Commissioners

Order #19 Consent Agenda #25 A-C

In the Matter of: L.C. Highway: Certificates of Liability Insurance (Bertocchi Plumbing; Hessville Plumbing, Inc.; Mediacom Communications Corporation).

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway 's Certificates of Liability Insurance (Bertocchi Plumbing; Hessville Plumbing, Inc.; Mediacom Communications Corporation). Motion passed 3-0.

Order #20 Agenda #9

In the Matter of BIDS: L.C. Highway – 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 Highway Department, the following bids were received:

THE AIRMARKING CO., INC.	\$153,000.00
HIGHWAY TECHNOLOGIES, INC.	\$146,650.00

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

Order #21 Agenda #11

In the Matter of BIDS: L.C. Highway – Replacement of Lake County Bridge #91, 109th over Niles Ditch.

This being the day, time, and place for the receiving of bids for the Replacement of Lake County Bridge #91, 109th over Niles Ditch for the Highway Department, the following bids were received:

WIRTZ & YATES CONSTRUCTION INC.	\$1,866,975.05
DYER CONSTRUCTION CO., INC.	\$1,540,509.08
GARIUP CONSTRUCTION CO., INC.	\$1,817,000.00
ELLAS CONSTRUCTION CO., INC.	\$1,493,429.00

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

Order #22 Agenda #26

In the Matter of L.C. Sheriff – Consulting Contract with A. James Sarkisian/Sarkisian Law Offices for Attorney Services for the year 2008 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Sheriff and A. James Sarkisian/Sarkisian Law Offices for Attorney Services for the year 2008 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 2008 effective from January 1, 2008 to December 31, 2008 by and between SARKISIAN LAW OFFICES, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SHERIFF (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:
TO REVIEW FORECLOSURE PROCEDURES AND DEEDS AS DIRECTED BY STAFF, BANKRUPTCY LEGAL ISSUES, PROVIDE LEGAL COUNSEL DURING THE DAY OF THE SHERIFF'S SALE, PROVIDE LEGAL COUNSEL FOR ISSUES PERTAINING TO SHERIFF'S SALE THROUGHOUT THE YEAR.
 - 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 Thirty Thousand Dollars (\$30,000.00) 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, 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:

2

- 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 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 its 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

3

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

SARKISIAN LAW OFFICES
 3893 EAST U.S. 30
 MERRILLVILLE, IN 46410
 (219) 942-7171
 FAX: (219) 942-7101

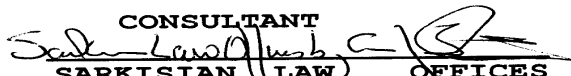
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

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

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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

CONSULTANT

 SARKISIAN (LAW) OFFICES
 BY: A. JAMES SARKISIAN,
 Attorney at Law


 ROOSEVELT ALLEN, JR.


 GERRY J. SCHEUB


 FRANCES DUPEY

ATTEST:

 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #23 Agenda #27

In the Matter of Specifications: L.C. Sheriff – Comprehensive Healthcare Services for the L.C. Jail.

DuPey made a motion, seconded by Allen, not to advertise the Specifications: L.C. Sheriff – Comprehensive Healthcare Services for the L.C. Jail. Motion passed 3-0.

Order #24

Allen made a motion, seconded by DuPey, to extend the current contract of MedStaff, Inc. for an additional year. Motion passed 3-0, all Commissioners being in favor.

Order #25 Agenda #28

In the Matter of L.C. Sheriff – Service Agreement with Professional Claims Management, Inc. for the period of January 1, 2008 to December 31, 2009 in the amount of \$3,000.00 annually, payable at the rate of \$250.00 per month, plus an initial set up fee of \$500.00, in addition the County agrees to pay the Consultant an amount not to exceed \$2,400.00 for the year 2007, payable at the rate of \$200.00 per month plus an initial set up fee of \$500.00.

Allen made a motion, seconded by DuPey, to approve the L.C. Sheriff 's Service Agreement with Professional Claims Management, Inc. for the period of January 1, 2008 to December 31, 2009 in the amount of \$3,000.00 annually, payable at the rate of \$250.00 per month, plus an initial set up fee of \$500.00, in addition the County agrees to pay the Consultant an amount not to exceed \$2,400.00 for the year 2007, payable at the rate of \$200.00 per month plus an initial set up fee of \$500.00. Motion passed 3-0.

SERVICE AGREEMENT

THIS AGREEMENT, entered into this 19th day of March, 20 08 effective from January 1, 2008 to December 31, 2009 by and between PROFESSIONAL CLAIMS MANAGEMENT, INC., (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SHERIFF (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 provide suitable facilities, personnel, procedures, forms, and instructions for the administration of the repricing of medical claims for the jail inmates of the Lake County, Indiana Jail.
 - B. Consultant shall provide the Lake County Sheriff with a monthly accounting of PPO discount reports.
 - C. Consultant shall submit to the Lake County Sheriff monthly claim experience reports.
 - D. Consultant shall not be liable or responsible for payment of any Federal, State or Local taxes on premiums, which may be levied during the period of this agreement.
 - E. Consultant shall include the date of service on invoices:
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 Three Thousand Dollars (\$3,000.00) annually, payable monthly at the rate of \$250.00 per month for all services required herein. In addition there is an initial set up fee of \$500.00. These costs do not include the PPO monthly fee that may be charged to Lake County in the future. 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. The County agrees to pay the Consultant a sum not to exceed Two Thousand Four Hundred Dollars (\$2,400.00) for the

year 2007, payable at the rate of \$200.00 per month plus an initial set up fee of \$500.00.

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 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 not 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 the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the executive 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 and/or by electronic means.

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

PROFESSIONAL CLAIMS MANAGEMENT, INC.
16 WEST 455 SOUTH FRONTAGE ROAD
BURR RIDGE, IL 60527
(800) 590-6500

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

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

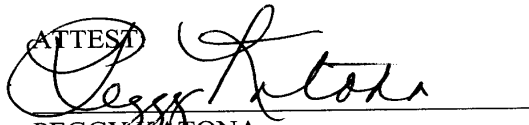

GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DuPEY

CONSULTANT


DAVID BAKER

ATTEST

PEGGY KATONA,
LAKE COUNTY AUDITOR

Order #26 Agenda #29

In the Matter of L.C. Community Corrections – Positive Impact Moderator Contract with Mustafaa Abdullah for the period of March 19, 2008 to December 31, 2008 in an amount not to exceed \$5,200.00 at the rate of \$20.00 per hour.

DuPey made a motion, seconded by Allen, to approve L.C. Community Corrections' Positive Impact Moderator Contract with Mustafaa Abdullah for the period of March 19, 2008 to December 31, 2008 in an amount not to exceed \$5,200.00 at the rate of \$20.00 per hour. Motion passed 3-0.

Order #26 Agenda #29 (cont'd)

POSITIVE IMPACT MODERATOR CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 20 08 effective from March 19, 2008 to December 31, 2008 by and between Mustafaa Abdullah, (hereinafter called "**Moderator**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the **LAKE COUNTY COMMUNITY CORRECTIONS** (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Moderator.** The County agrees to engage the Moderator and the Moderator hereby agrees to perform the services designated in this contact.
 2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of those offender rehabilitative services that have been found, from empirical data, to be most effective in reducing recidivism and protecting the community. To that end, Lake Community Corrections has established, with an approved grant funding from the Partnership for a Drug Free Lake County, Positive Impact (aftercare program).
 - Moderator will conduct one 2-3 hour meetings per week.
 - Moderator must only follow the Trans-Theoretical Model that incorporates proven strategies for positive lifestyle changes. Participants are given a constant message that positive change is possible, but they are responsible for making it happen.
 - Moderator will immediately report to Lake County Community Corrections any participant conduct that is detrimental to the group.
 - Moderator will notify Community Corrections officials of any changes in the approved meeting schedule.
 - Moderator will be required to conduct these meetings outside of their normally scheduled work hours and will maintain a separate record of his/her time.
 - Moderator will be compensated at \$20.00 per hour and should not exceed \$5,200 per year.
-

- A. Moderator shall include the following detailed information on provided time sheets:
- I. Indicated date of service.
 - II. Specify activities in detail to include with whom Moderator 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 Moderator shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Moderator a sum of \$20.00 dollars per hour for all services required herein. Moderator agrees to complete the project and all services provided herein.
- A. Compensation shall be made monthly, after supervisor's signature of approval has been affixed to time sheet.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Moderator to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Moderator, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement for Cause.** If, through any cause, the Moderator shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the Moderator 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 Moderator 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 provision 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 Group Leader.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Moderator 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 Moderator, 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 Moderator represents that he/she 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 Moderator or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Moderator agrees by the executive 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 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 provision 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 Moderator 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. Moderator 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 Moderator 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 Moderator.
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.

Lake County Community Corrections
 Budget Office
 2600 W. 93rd Avenue
 Crown Point, IN 46307
 (219/755-3849)

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
Frances Dupey
 FRANCES DUPEY
Gerry J. Scheub
 GERRY J. SCHEUB
Roosevelt Allen
 ROOSEVELT ALLEN

MODERATOR
Mustafa Abdullah
 Mustafaa Abdullah
 ATTEST:
Peggy Holinga Katona
 Peggy Holinga Katona,
 LAKE COUNTY AUDITOR

Order #27 Agenda #30

In the Matter of L.C. Community Corrections – Amendment #1 to the Grant Agreement entered into on July 1, 2007 with the Indiana Department of Correction to provide the Department of Correction Work Release beds at the rate of \$25.00 per day in the amount of \$83,875.0, also \$78,000.00 for additional space which may require renovation.

Allen made a motion, seconded by DuPey, to have this item deferred for further review. Motion passed 3-0.

Order #28 Agenda #6

In the Matter of L.C. Building Manager – Amendment to the Contract with Allied Waste Services for an additional \$162.06 per month.

Allen made a motion, seconded by DuPey, to approve the Amendment to the Contract with Allied Waste Services for an additional \$162.06 per month on behalf of the Lake County Building Manager. Motion passed 3-0.

Letter of Recommendation



LAKE COUNTY BOARD
OF COMMISSIONERS

ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DuPEY

Dan Ombac
Building Superintendant

ENGINEERS OFFICE
Lake County Government Center
2293 North main Street
Crown Point, Indiana 46307
Phone (219) 755-3165
Fax (219) 755-3832

 1049-M

Lake County Board of Commissioners

Hon. Gerry Scheub, President
Hon. Roosevelt Allen
Hon. Frances DuPey
2293 North Main Street
Crown Point, Indiana 46307

Dear Commissioners:

I am respectfully submitting the enclosed amendment to the contract with Allied Waste Services for your approval. The said amendment is as follows:

Old service -

Provide One (1) Eight (8) Yard container to be picked up 5x per week, M-F.

The container is located behind the Paramore building for use of the Work Release Office and the Community Correction Office. The reason for amending the contract is because the size of the container was found to be insufficient.

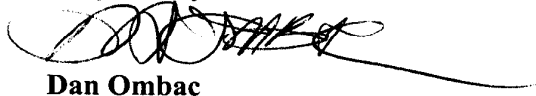
New amended service –

Provide Two (2) Six (6) Yard container to be picked up 5x per week, M-F.

As a result of the amendment there is a \$162.06 increase on the contract per month. The first month rate will be pro-rated when new containers are delivered.

If you have any questions concerning this matter please call me at (219) 746-9780.

Respectfully,



Dan Ombac

DO/bh

Order #29 Agenda #7 A-G

In the Matter of L.C. Building Manager – Property Disposal (Lake County Auditor, Cafeteria, Clerk (Records Department), Public Defender, Superior Court County Division Room 2, Surveyor, and Lake County Weights and Measures).

Allen made a motion, seconded by DuPey, to approve the Building Manager’s request for disposal. Motion passed 3-0.

Order #30 Agenda #31

In the Matter of L.C. Board of Elections and Registration - Seek Proposals for the moving of the voting machines for the May 6, 2008 Primary Election.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Board of Elections and Registration for moving of the voting machines for the May 6, 2008 Primary Election from the following vendors, and ordered same to be returned by Wednesday, April 16, 2008 by 9:30 a.m. Motion passed 3-0.

Ferree Movers On-Time Transportation

Order #31 Agenda #32

In the Matter of L.C. Community Development – Public Hearing concerning Community Development Block Grant FY2008 and Resolution authorizing and directing the President of the Lake County Board of Commissioners to submit a project proposal for Community Development Block Grant Funds for Federal Fiscal year 2008.

Commissioner Scheub opened the public hearing. He asked if anyone from the public wanted to speak. No one spoke. The hearing was then closed. DuPey made a motion, seconded by Allen, to approve Community Development Block Grant FY2008.

DuPey made a motion, seconded by Allen, to approve Resolution No. 08-04, Resolution authorizing and directing the President of the Lake County Board of Commissioners to submit a project proposal for Community Development Block Grant Funds for Federal Fiscal year 2008. Motion passed 3-0.

RESOLUTION NUMBER 08-04

A RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT OF THE LAKE COUNTY BOARD OF COMMISSIONERS TO SUBMIT A PROJECTS PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEAR 2008

WHEREAS, under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its Application, that it has held one public hearing to obtain the views of citizens of Community Development needs; and

WHEREAS, it is desirable and in the public interest that Lake County, Indiana, hereinafter called the ("County"), undertake and carry out Community Development activities; and

WHEREAS, the County is proposing a project for assistance under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of Twenty Five Thousand Dollars (\$25,000.00) and

WHEREAS, the County has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and

WHEREAS, the County has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development activities and undertaking with Federal financial assistance under Title 1, including those prohibiting discrimination because of race, color, creed, sex or national origin;

NOW THEREFORE, BE IT RESOLVED, by the County of Lake, Indiana:

Section 1: That the President of The Board of Commissioners of the County of Lake, IN is hereby authorized to file a Project proposal for funds under Title 1 of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act.

The Board of Commissioners of the County of Lake

Amy Scheub
President of The Board of
Commissioners of the County of Lake

Amy Scheub

Bonnie Alby

Francis DuPey

ATTEST:
Deanna A. Allen

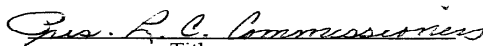
**AFFIRMATIVE ACTION PROGRAM
IMPLEMENTING SECTION 3 OF THE
HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

SPECIFIC AFFIRMATIVE ACTION STEPS

COUNTY OF LAKE agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the department in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish the goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project area, are also let on a negotiated basis, where ever feasible when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations, to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.


Signature


Title

**LAKE COUNTY, INDIANA
Section 3 Understanding**

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to creative job opportunities for low-income persons when HUD funds are expended on a construction project. These regulations are known as Section 3 policy. The purpose of the Section 3 policy is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons.

Section 3 covered projects are construction, reconstruction, conversion, or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do not include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance of the HUD programs. The numerical goals are not absolute numerical requirements. They are goals that each recipient and contractor should try to reach. The goals, if not met, do not trigger sanctions against the recipient or contractor. However, if challenged on the issue of compliance with Section 3, the recipient or contractor should be ready to demonstrate that they tried to reach these goals. The goals are as follows:

- 30% of all covered new hires for the year FY 2008

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity which is subcontracted, and 3% of non building trade activity (construction management, etc.), is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135 and the Lake County Section 3 Plan.

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

Name: 

Title: 

Date: 3-19-08

Order #32 Agenda #33

In the Matter of Proposals - L.C. Fairgrounds – Portable Sanitation Service.

The Board having previously taken the proposals under advisement for Portable Sanitation Service for the Lake County Fairgrounds hereby award to Service Sanitation, being the low bidder, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Fairgrounds Superintendent. Motion passed 3-0.

Order #33 Agenda #34

In the Matter of L.C. Emergency Management – 2006 Chemical Sector Buffer Zone Protection Program Sub-Grant Agreement CDFA #97.078 EDS #C44P-8-202A in an amount not to exceed \$540,271.51.

Allen made a motion to approve, no seconded. Motion not passed. DuPey made a motion to defer, no seconded. Motion not passed. The Board allows their attorney to review while moving forward with the meeting. (Refer to Order #57)

Order #34 Agenda #35

In the Matter of L.C Auditor – Consulting Contract with James L. Wieser for Attorney Services for the year 2008 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for Attorney services and \$45.00 per hour for Law Clerk services.

DuPey made a motion, seconded by Allen, to approve the L.C Auditor – Consulting Contract with James L. Wieser for Attorney Services for the year 2008 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for Attorney services and \$45.00 per hour for Law Clerk services. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 20 08 effective from January 1, 2008 to December 31, 2008 by and between JAMES L. WIESER, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY AUDITOR (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.
 1. Legal services including representing the Auditor in all areas of litigation, Real Estate matters as a Real Estate Consultant on Tax related matters.
 2. Consultant shall legally represent any and all Lake County entities in TAX SALE related litigation. This shall include any and all challenges to any Treasurers Tax Sales or Commissioners Tax Sales and shall include the approximately sixty open active cases now pending.
- B. Consultant shall devote such hours as are necessary to perform the service listed above and shall provide a written update on all open litigation matters to the Commissioners at least once every quarter. Documentation of the nature of each case, work performed, and status shall be submitted quarterly by consultant.
- 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 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 Thirty Thousand Dollars (\$30,000.00) for all services required herein, 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. Consultant (Attorney) shall be paid at the rate of \$90.00 per hour, Law Clerks at the rate of \$45.00 per hour out of funds available within the budget of the Lake County Auditor and/or out of any fund at the discretion of the Lake County Auditor. 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

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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 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

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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 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


JAMES L. WIESER
425 WEST LINCOLN HIGHWAY
SCHERERVILLE, IN 46375
(219) 865-7400

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


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DUPEY

CONSULTANT


JAMES L. WIESER

ATTEST:


PEGGY KADONA,
LAKE COUNTY AUDITOR

Order #35 Agenda #36

In the Matter of L.C. Treasurer – Consulting Contract with Andreas Kyres for Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the renewal of the Consulting Contract with Andreas Kyres for Attorney Services for the year 2008 in an amount not to exceed \$25,000.00 at the rate of \$90.00 per hour on behalf of the Lake County Treasurer. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 2008 effective from January 1, 2008 to December 31, 2008 by and between ANDREAS KYRES, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (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:
- 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-Five Thousand Dollars (\$25,000.00) 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, 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

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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. **Billings**. The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions**.

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- 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 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.
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.
18. **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

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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.
19. **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
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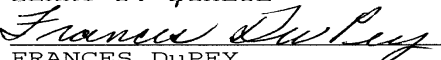
ANDREAS KYRES
3363 WILLOWCREEK ROAD
PORTAGE, IN 46368
(219) 763-0754

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

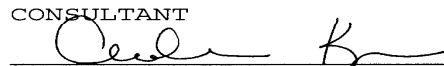
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.


GERRY J. SCHEUB


FRANCES DUPEY

CONSULTANT


ANDREAS KYRES

ATTEST:


PEGGY KATO,
LAKE COUNTY AUDITOR

Order #36 Agenda #37

In the Matter of L.C. Recorder – Consulting Contract with Karen Freeman Wilson for Attorney Services for the period of March 19, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the L.C. Recorder – Consulting Contract with Karen Freeman Wilson for Attorney Services for the period of March 19, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 20 08 effective from March 19, 2008 to December 31, 2008 by and between KAREN FREEMAN WILSON, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY RECORDER (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 RECORDER

- 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 Twelve Thousand Dollars (\$12,000.00) 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. This shall be paid out of the Lake County Recorder's Budget. 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

2

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

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- 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.
 - F. The Contract Attorney shall not charge the County of Lake for time spent traveling to and from meetings, court, etc.
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

4

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.

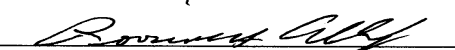
BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE
 2293 NORTH MAIN STREET
 CROWN POINT, IN 46307
 (219) 755-3200

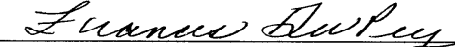
KAREN FREEMAN WILSON
 700 JACKSON STREET
 GARY, IN 46402
 (219) 881-9484

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


 GERRY J. SCHEUB


 ROOSEVELT ALLEN, JR.


 FRANCES DUPEY

CONSULTANT


 KAREN FREEMAN WILSON

ATTEST


 PEGGY RATONA,
 LAKE COUNTY AUDITOR

Order #37 Agenda #38

In the Matter of L.C. Plan Commission – Performance Bond Release and Acceptance for Farmington Meadows Phase I.

DuPey made a motion, seconded by Allen, to approve L.C. Plan Commission – Performance Bond Release and Acceptance for Farmington Meadows Phase I. Motion passed 3-0.

Date: February 18, 2008
SUBDIVISION: Farmington Meadows Phase I
BONDING CO.: Centier Bank
PETITIONER: Langen Homes, Inc.

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$13,500.00

All of which is hereby resolved and adopted this 19th day of March, 2008.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., PRESIDENT
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

RELEASE

WHEREAS, Langen Homes, Inc. has on the 17th day of May 2006 filed a Street Tree Bond issued in the form of an Irrevocable Standby Letter of Credit (#875) through Centier Bank in the amount of **Thirteen Thousand Five Hundred and 00/100 Dollars** (\$13,500.00) for **Farmington Meadows, Phase I** subdivision.

The Board of Commissioners of the County of Lake does hereby release the Street Tree Bond in the form of an Irrevocable Standby Letter of Credit (#875) through Centier Bank in the amount of **Thirteen Thousand Five Hundred and 00/100 Dollars** (\$13,500.00) for **Farmington Meadows, Phase I** subdivision.

DATED 19th DAY OF MARCH, 2008.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN JR., COMMISSIONER

Order #38 Agenda #39

In the Matter of L.C. Plan Commission – Performance Bond Acceptance for Elston’s Addition Subdivision in the amount of \$8,000.00, Letter of Credit #15096061.

DuPey made a motion, seconded by Allen, to approve L.C. Plan Commission – Performance Bond Acceptance for Elston’s Addition Subdivision in the amount of \$8,000.00, Letter of Credit #15096061. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: February 29, 2008
SUBDIVISION: Elston’s Addition
BONDING CO.: Western Surety Company
PETITIONER: Thomas Elston

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$8,000.00

All of which is hereby resolved and adopted this 19th day of March, 2008.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., PRESIDENT
FRANCES DUPEY, COMMISSIONER
GERRY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #39 Agenda #40

In the Matter of L.C. Data Processing – Consulting Contract with Judge William Longer for Attorney Services for the Lake County Data Board in an amount not to exceed \$12,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract with Judge William Longer for Attorney Services for the Lake County Data Board in an amount not to exceed \$12,000.00 at the rate of \$90.00 per hour on behalf of Lake County Data Processing.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 19th day of March, 20 08 effective from January 1, 2008 to December 31, 2008 by and between JUDGE WILLIAM LONGER, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DATA PROCESSING AGENCY (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 DATA 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

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of the agreement.

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve Thousand Dollars (\$12,000.00) 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. This shall be paid out of the Lake County Data Processing Agency's Budget. 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

2

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

3

- 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.
 - F. The Contract Attorney shall not charge the County of Lake for time spent traveling to and from meetings, court, etc.
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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

4

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

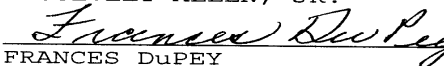
JUDGE WILLIAM LONGER
651 EAST 3RD STREET
HOBART, IN 46342
(219) 947-1571

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


GERRY J. SCHEUB


ROOSEVELT ALLEN, JR.


FRANCES DUPEY

CONSULTANT


JUDGE WILLIAM LONGER

ATTEST:


PEGGY KATONA,
LAKE COUNTY AUDITOR

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Order #40

In the Matter of Recognition

DuPey made a motion, seconded by Allen, to make the recognition of Kathy Benich and Peggy Katona for an outstanding job performance a matter of public record. Motion passed 3-0.

Order #41 ADD

In the Matter of E-9-1-1

Allen made a motion, seconded by DuPey, to add items to the Agenda.

Order #42 ADDED

In the Matter of E-9-1-1 – L.C. Sheriff - Word Systems, Inc Invoice Work Order in the amount of \$215.00.

Allen made a motion, seconded by Scheub, to approve the added item of L.C. Sheriff - Word Systems, Inc Invoice Work Order in the amount of \$215.00. Motion passed 2-1, DuPey against.

Order #42 ADDED

In the Matter of E-9-1-1 – L.C. Sheriff - Reimbursement to Jeff Cicillian, Re: Continued education in 911 for Lake County, a trip to National NENA in Charlotte, N.C. in the amount of \$2,992.45.

Allen made a motion, seconded by Scheub, to approve the added item of L.C. Sheriff - Reimbursement to Jeff Cicillian, Re: Continued education in 911 for Lake County, a trip to National NENA in Charlotte, N.C. in the amount of \$2,992.45.

Order #43 Agenda #42A

In the Matter of E-9-1-1 – Town of Merrillville.

DuPey made a motion, seconded by Allen, to support the E-9-1-1 request of the Town of Merrillville to replace the Merrillville Police Department's three aging and outdated dispatch consoles in their dispatch center, 5-year lease. Motion passed 3-0.

Order #44 Agenda #42B

In the Matter of E-9-1-1 – National Emergency Number Association E-9-1-1 request in the amount of \$120.00.

DuPey made a motion, seconded by Allen, to approve National Emergency Number Association E-9-1-1 request in the amount of \$120.00. Motion passed 3-0.

Order #45 Agenda #42C

In the Matter of E-9-1-1 – Highland Police Department E-9-1-1 request in the amount of \$2,665.00.

Allen made a motion, seconded by DuPey, to approve Highland Police Department E-9-1-1 request in the amount of \$2,665.00. Motion passed 3-0.

Order #46 Consent Agenda #43

In the Matter of Notice.

Allen made a motion, seconded by DuPey, to accept and make a matter public record the Notice of a Joint Executive Session of the Board of Commissioners and Lake County Council held on Tuesday, March 11, 2008. Motion passed 3-0.

FEBRUARY 27, 2008

NOTICE OF A JOINT EXECUTIVE SESSION

A JOINT EXECUTIVE SESSION WITH THE
LAKE COUNTY BOARD OF COMMISSIONERS
AND THE LAKE COUNTY COUNCIL
WILL BE ON
TUESDAY, MARCH 11, 2008
AT 9:00 A.M. IN THE
COMMISSIONERS COURT ROOM,
ADMINISTRATIVE BUILDING THIRD FLOOR
2293 NORTH MAIN STREET CROWN POINT,
INDIANA 46307

**THIS EXECUTIVE SESSION WILL BE
CONCERNING:**

PENDING AND THREATENED LITIGATION
(I.C.5-4-1.5-6.1 (b) (2 B))

BOARD OF COMMISSIONERS OF THE COUNTY OF
LAKE

Date Notice Faxed 2.27. Time 9:00 AM
Received in Mail Room By _____
Date 2.27. Time 9:00 A.M.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances Durbin
Robert Gilly
James Schuch
MADE A MATTER OF PUBLIC RECORD
THIS 19th DAY OF March 2008

Order #47 Agenda #44

In the Matter of Board of Commissioners: Reconsideration of action taken at the Commissioners meeting on January 16, 2008 concerning a 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.

Allen made a motion, seconded by DuPey, to table the Reconsideration of action taken at the Commissioners meeting on January 16, 2008 concerning a 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. Motion to table for further review passed 3-0.

Order #48 Agenda #45

In the Matter of Gary Crusader Newspaper – Invoices from December, 2007.

Allen made a motion, seconded by DuPey, to defer the Gary Crusader Newspaper – Invoices from December, 2007 until the next meeting, further review is needed. Motion passed 3-0.

Order #49 Agenda #46

In the Matter of Ratification of purchase of land easement and damages – 73rd Avenue and Burr Street.

Allen made a motion, seconded by DuPey, to approve the ratification of purchase of land easement and damages – 73rd Avenue and Burr Street.

UNIFORM LAND AND EASEMENT ACQUISITION COUNTER OFFER

We Ramiro Caballero and Carmen L. Caballero, Husband and Wife and owners of the property described as Parcel D as well as the drainage and utility easement on the attached drawing by McDonough Associates, Inc. Number 2004.0009.075 near and adjacent to the intersection of Burr Street and Joliet Road (73rd Avenue) Schererville, Lake County, Indiana do hereby make to the Board of Commissioners of the County of Lake, State of Indiana, the following counteroffer:

1. For the sum of \$10,000.00 we will convey to the Board of Commissioners of the County of Lake, State of Indiana, by warranty deed title to the real estate described in Parcel D in the attached document and will grant to the Board of Commissioners of the County of Lake, State of Indiana, a drainage and utility easement with the dimensions shown on the attached plan.
2. Attached hereto are the following:
 - a. The acquisition to purchase land and an easement sent by the Lake County Highway Department to us.
 - b. Our analysis of the Burr Street and Joliet Street improvement.
 - c. Included in the acquisition to purchase the land and the easement from the Highway Department is the executed copy whereby we accept the offer of \$10,000.00 for the land and the easement.
 - d. Our acceptance of the \$10,000.00 offer is contingent upon the Board of Commissioners agreeing to our counteroffer which is detailed in paragraphs 3 through 12.
 - e. Attached are W9 for each of us that we have provided.
3. To compensate us for the cost to cure because of the location of the improvements and their impact on the access to and value of our land also known as damages, we will settle for the amount of \$50,000.00.

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4. The aforementioned warranty deed and drainage and utility easement will be executed jointly and both will be delivered to the Board of Commissioners of the County of Lake, State of Indiana at the time and date when we will pick up the checks for the acquisition of Parcel D, the drainage and utility easement, and the cost to cure our damages.
5. We will deliver an executed sales disclosure form.
6. We understand and agree that we will receive a \$10,000.00 check for the Parcel D conveyance by warranty deed and for the drainage and utility easement.
7. We understand and agree that we will receive a \$50,000.00 check to compensate us for the cost to cure also known as the damages.
8. The County will have seven (7) days to accept this offer from the date that it is delivered to the President of the Board of Commissioners, Gerry Scheub.
9. We understand that after the offer is accepted by Commissioner Gerry Scheub, he must obtain the approval of at least one other Commissioner.
10. From the date that the approval of the other Commissioner is obtained, the County shall have 15 days to obtain the two checks as indicated above.
11. That the County is responsible for preparing the warranty deed for Parcel D as described in the attached plan, the drainage and utility easement with the dimensions as shown in the plan, and the sales disclosure form.
12. That if during the construction the work that is done in either Parcel D or the easement requires that Ramiro Caballero and Carmen L. Caballero have to move any utilities at their expense

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on their property, the County will warranty that the movement of the utilities on the Caballero's property is done at the expense of either the State of Indiana, the Town of Schererville, or the County of Lake.

This offer is hereby made this 9th day of March, 2008.

By: Ramiro Caballero By: Carmen L. Caballero
Ramiro Caballero Carmen L. Caballero

ACCEPTANCE OF OFFER

Comes now the Board of Commissioners to the County of Lake, State of Indiana and accepts the aforementioned offer to purchase the Parcel D with the legal description as shown on the attached plan, as well as the drainage and utility easement also shown on the plan and to pay the cost of cure and damages as outlined in the offer. The Board understands that it is responsible for preparing the warranty deed and the easement as well as timely obtaining the checks.

By: Gerry Scheub By: Roosevelt Allen, Jr.
Commissioner Gerry Scheub Commissioner Roosevelt Allen, Jr.
By: Frances DuPey
Commissioner Frances DuPey

NOTARY'S CERTIFICATE

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)
Subscribed and sworn before me this 19th day of March, 2008.

My Commission Expires:
My County residence is:
ROSE KOLIBOSKI
NOTARY PUBLIC - STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. FEB. 24, 2013
Signature
Rose Koliboski
(Printed) Notary Public

Order #50 Agenda #47

In the Matter of Board of Commissioners of the County of Lake Proclamation concerning Development Disability Awareness Month.

DuPey made a motion, seconded by Allen, to support Board of Commissioners of the County of Lake Proclamation concerning Development Disability Awareness Month. Motion passed 3-0.

LAKE COUNTY, INDIANA
OFFICE OF THE LAKE COUNTY COMMISSION

PROCLAMATION

Whereas, The month of March, 2008, has been designated as "Development Disability Awareness Month" to celebrate and recognize people with developmental disabilities by the Governor of the State of Indiana; and
Whereas, Developmental disability is a natural part of the human experience and in no way diminishes the right of individuals with developmental disabilities to live independently enjoy self-determination, make choices, contribute to society and experience full in the economic, political, social, culture and educational mainstream of American society; and
Whereas, Family members, friends and members of the community can play a central role in enhancing the lives of people with developmental disabilities especially when the family and community are provided with necessary support services; and the public and private employers are aware of the capabilities of people with developmental disabilities to be engaged in competitive work in inclusive setting; and
Whereas, The goals of this county and state property include providing individuals with developmental disabilities the opportunities and support to make informed choices and decisions; live in homes and communities where such individuals can exercise their full rights and responsibilities as citizens, pursue meaningful and productive lives; contribute to their family, community, State and Nation; have interdependent friendships and relationships with other; and achieve full inclusion in society;

NOW, THEREFORE, We, the Board of Commissioners of Lake County, do hereby proclaim the Month of March, 2008, as

DISABILITY AWARENESS MONTH

in Lake County, and call upon citizens of Lake County to observe the Month with appropriate programs and activities, furthermore, we encourage the citizen of Lake County to seek counsel and input from any person or group with knowledge an expertise in matters concerning developmental disabilities.

IN TESTIMONY WHEREOF, we hereunto set my hand and caused to be affixed, the great seal of Lake County, this 19th day of March, 2008.

COMMISSIONER ROOSEVELT ALLEN, JR. PRESIDENT 1ST DISTRICT
COMMISSIONER GERRY SCHEUB, 2ND DISTRICT
COMMISSIONER FRANCES DUPEY 3RD DISTRICT

Order #51 Agenda #48

In the Matter of Consulting Contract with Midwest Insurance Group, Inc. for Third Party Agent Services for the Lake County, Indiana Self Insurance General Liability Program for the year 2008 in an amount not to exceed \$57,120.00 plus postage expense at the rate of \$4,760.00 plus postage expense per month.

Allen made a motion, seconded by DuPey, to approve the Board of Commissioners' Consulting Contract with Midwest Insurance Group, Inc. for Third Party Agent Services for the Lake County, Indiana Self Insurance General Liability Program for the year 2008 in an amount not to exceed \$57,120.00 plus postage expense at the rate of \$4,760.00 plus postage expense per month. Motion passed 3-0.

CONSULTING CONTRACT WITH
THIRD PARTY AGENT
FOR LAKE COUNTY INDIANA SELF INSURANCE
GENERAL LIABILITY PROGRAM

THIS AGREEMENT, entered into this 19th day of March, 2008 effective from January 1, 2008 to December 31, 2008 by and between MIDWEST INSURANCE GROUP, 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 for administrative and non administrative claims covered by the program.
 - A. There are two types of claims that can be paid out of the funds under the control of the Third Party Agent. These are non-administrative claims and administrative claims.
 - B. A non-administrative claim is a claim for monetary damages by a person against the county, its officials, employees or agents for injuries to a person or damage to property because of the actions or inactions of the county actors. These claims can take many forms and include but are not limited to civil rights violations, personal injury, and property damage actions.
 - C. An administrative claim is a claim for a fee earned or reimbursement for expenses incurred by the Third Party Agent, the Board, the adjuster, the Board attorney, a litigation attorney or persons connected with the defense or settlement of claims after having been authorized to incur the obligation or expense. The typical type of fee claim in this area is the adjuster's fee, the Third Party Agents fee, the Board attorney's fee, the litigation attorney's fee or the fees of parties utilized by these agents in the operation and management of the self insurance program in handling and or defending claims against the County of Lake.

2. **Scope of Service.** The Consultant shall perform in a good and professional manner the services for the County as Third Party Agent for the Lake County Indiana Self Insurance General Liability Program. Specifically, the Consultant shall:
 - A. Administer the Lake County Self Insurance General Liability Program in accordance with the statutes, ordinances, policies, manuals and directives applicable to the operation of this program.
 - B. Work with the Adjustor selected by the County in settling non administrative claims.
 - C. Work with the Attorney for the Board of Commissioners to insure proper administration of the program and its funds.
 - D. Have the final authority to review, approve, and pay all administrative claims.
 - E. Operate the program as outlined and limited in the Lake County Self Insurance General Liability Program Policy and Procedure Manual.
 - F. Pay all properly payable administrative claims submitted to the Consultant by the party with the final authority to approve such claims. .
 - G. Maintain the necessary financial accounts to document approval and payment.
 - H. Submit a financial account monthly to the County.
 - I. Work with a member of the Lake County Council so designated by the Council to keep that body apprised of the operation and administration of the program.
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 the sum of \$57,120.00 plus postage expense for its services in administration of the Lake County Self Insurance General Liability Program. The monthly payment shall be \$4,760.00 plus postage expense.
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 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.

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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 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 all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - D. 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.
 - E. 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

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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 void able 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

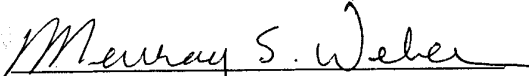
MIDWEST INSURANCE
 P.O. BOX 10508
 FORT WAYNE, IN 46852
 (260) 459-1963

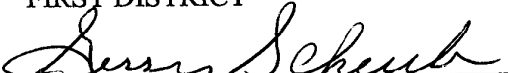
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.


THE BOARD OF COMMISSIONERS


CONSULTANT


 ROOSEVELT ALLEN, JR.
 FIRST DISTRICT


 MIDWEST INSURANCE GROUP, INC.
 BY: Murray S. Weber, President


 GERRY J. SCHEUB
 SECOND DISTRICT


 PEGGY KATONA
 LAKE COUNTY AUDITOR


 FRANCES DUPEY
 THIRD DISTRICT

In the Matter of Consulting Contract with George S. Karas, Inc. for the Lake County Self Insurance General Liability Fund for the period of March 1, 2008 to December 31, 2008 in an amount not to exceed \$240,000.00 at the rate of \$20,000.00 per month.

Allen made a motion, seconded by DuPey, to approve the Board of Commissioners' Consulting Contract with George S. Karas, Inc. for the Lake County Self Insurance General Liability Fund for the period of March 1, 2008 to December 31, 2008 in an amount not to exceed \$240,000.00 at the rate of \$20,000.00 per month. Motion passed 3-0.

**CONSULTING CONTRACT WITH ADJUSTER
FOR LAKE COUNTY SELF INSURANCE GENERAL
LIABILITY FUND**

THIS AGREEMENT, entered into this 19th day of March, 2008 effective from March 1, 2008 to December 31, 2008 by and between GEORGE S. KARAS, 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 perform in a good and professional manner when requested to do so, the services for the County as adjuster for the Lake County Self Insurance Fund. Specifically, the Consultant shall:
 - A. Participate when possible as a member of the Lake County Early Accident Investigation Committee.
 - B. When possible, go to the scene and investigate all accidents involving County owned or leased vehicles or other accidents on roads under the jurisdiction of the Lake County Commissioners when informed of the accident by the Sheriff's Department or the Lake County Highway Department.
 - C. Complete appraisals and reach agreed repair costs of damage to county owned or leased vehicles and equipment that is not insured through a private insurance carrier.
 - D. Complete appraisals and reach agreed repair costs of all property damage claims asserted against Lake County.
 - E. Proceed with subrogation to recover monetary damages to County owned or leased vehicles and equipment.
 - F. Investigate all accidents of any kind on County owned or leased property.
 - G. Complete adjustment of all physical damage claims to County owned or leased property except for those claims that are covered by private insurance carriers.
 - H. Assist defense attorneys when a lawsuit has been filed against the county or its agents.
 - I. Consult with the Lake County Highway Department to reduce accidents when requested to do so by the Highway Department Superintendent.
 - J. Investigate personal injury, property damage, and/or civil rights claims involving inmates in the Lake County Jail when and only if requested to do so by the Lake County Sheriff or the Board Attorney.
 - K. Investigate and resolve claims against the Drug Task Force and other non-county entities.
 - L. Investigate and respond to Tort Notices and Civil Suits presented to Consultant by the Commissioner's Attorney.
 - M. The scope of service can be increased or decreased at the direction in writing of the Attorney for the Board of Commissioners.
 - N. The consultant shall perform its functions in accordance with any guidelines in the Lake County Self Insurance Policy and Procedure Manual.
 - O. Consultant shall include the following detailed information on invoices:
 - (1). Indicate date of service.
 - (2). Specify activities in detail to include with whom Consultant met and what work was done.
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.**
 - A. The County agrees to pay the Consultant a sum of Two Hundred Forty Thousand Dollars (\$240,000.00) payable monthly for all services required herein subject to annual funding by the Lake County Council. Compensation shall be at the rate of \$20,000.00 per month beginning March 1, 2008.
 - B. As an incentive to collect monies through subrogation the County agrees to pay the Consultant twenty five (25%) percent of the amount collected by the Consultant through subrogation without the initiation of litigation. This payment provision applies only to cases that are not turned over to an attorney for collection.
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 amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with 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 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 in, 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,

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military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.

- C. 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.
 - D. 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.
 - E. 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 void able 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

GEORGE S. KARAS, INC.
9111 BROADWAY, SUITE KK
MERRILLVILLE, IN 46410-7002


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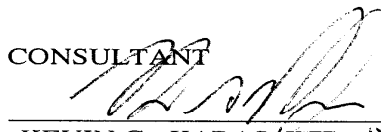
18. **Term of Contract and Renewal** The parties desire to impart stability to the contract relationship and the cost of adjuster services as a component of the self insurance fund. This Board of County Commissioners cannot execute a contract that is binding on the Board that will take office on January 1, 2009. Should a majority of this board constitute a majority of the board on January 1, 2009, the board at that time will ratify the terms of this agreement for the calendar year 2009.

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

THE BOARD OF COMMISSIONERS

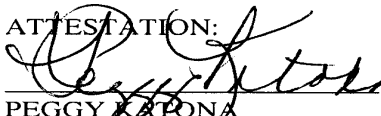
CONSULTANT


 ROOSEVELT ALLEN, JR.
 FIRST DISTRICT


 KEVIN G. KARAS, ~~Exec Pres. USA~~ KK
 BY: GEORGE S. KARAS, ~~PRESIDENT~~ FR
 INC.


 GERRY J. SCHEUB
 SECOND DISTRICT


 FRANCES DUPEY
 THIRD DISTRICT

ATTESTATION:

 PEGGY KAPON
 LAKE COUNTY AUDITOR

CONSULTING CONTRACT WITH GEORGE S. KARAS, INC. AS ADJUSTER
 FOR LAKE COUNTY SELF INSURANCE GENERAL
 LIABILITY FUND

Order #52 Agenda #50

In the Matter of City of Crown Point offer of \$31,300.00 for Parcel 5, Project STP-9945 Erie Lackawanna Trail.

Allen made a motion, seconded by DuPeay, to make the offer a donation of Parcel 5, Project STP-9945 Erie Lackawanna Trail, to the City of Crown Point. Motion passed 3-0.
 (DOCUMENTS ON FILE "SEE FILE")

Order #53 Consent Agenda #51

In the Matter of Johann D. Farley, M.D., M.S. Credentials.

DuPeay made a motion, seconded by Allen, to accept and make a matter of public the Credentials of Johann D. Farley, M.D., M.S. Motion passed 3-0.

Order #53 Consent Agenda #51 (cont'd)

FEB-23-2005 WED 12:55 AM

J FARLEY MD

FAX NO. 219 228 3201

P. 01/02

Johann D. Farley, M.D., M.S.

351 East 81st Avenue #281
Merrillville, IN 46410
Phone: (219) 801-2665

EDUCATION

01/1997 – 10/2000 **American University of the Caribbean, School of Medicine**
901 Ponce de Leon, Suite 401
Coral Gables, FL 33134
Degree: M.D., M.S.

California State University, Long Beach
Long Beach, CA
Degree: B.S. in Microbiology

CLINICAL TRAINING

03/2002 – 04/2005 **Medical College of Wisconsin**
8701 Watertown Plank Road
Milwaukee, WI 53226
Residency: Family Practice

BOARD CERTIFICATION

Board Certified in Family Practice

LICENSURE

Indiana	Physician	01060680A
Wisconsin	Physician	46905-20
California	Physician	A89493

WORK HISTORY

01/22/2007- Present **Johann Farley, M.D. P.C.**
Family Practice/ Urgent Care Consultant
119 East 89th Ave
Merrillville, IN 46410

07/01/2007- Present **Lake County Department of Corrections**
Medical Director/ Consultant
2293 N. Main St.
Crown Point, Indiana 46307

07/2005 – Present **Porter Memorial Hospital**
Urgent Care
814 LaPorte Avenue
Valparaiso, IN 46383

HOSPITAL APPOINTMENTS

Porter Memorial Hospital, 814 LaPorte Avenue, Valparaiso, IN 46383
Methodist Hospital, 8701 Broadway, Merrillville, IN 46410
Chairman of Peer Review Committee (PIOC), Methodist Hospital
Co-Chair of Family Practice, Methodist Hospital
Diagnostic & Therapeutic Committee Member, Methodist Hospital

FEB-23-2005 WED 12:55 AM

J FARLEY MD

FAX NO. 219 228 3201

P. 02/02

RESEARCH EXPERIENCE (if applicable)

Chemoattraction of *Schistosoma mansoni*, California State University, Long Beach, CA
Trichomonas vaginalis, California State University, Long Beach, CA
Giardia lamblia, California State University, Long Beach, CA

TEACHING EXPERIENCE

Indiana University NW, School of Medicine, Indiana: Adjunct Clinical Professor
Lippincott/Williams & Wilkins, Philadelphia, PA: Faculty Reviewer
Indiana School of Management, Merrillville, Indiana: Science Professor

PROFESSIONAL MEMBERSHIPS

American Academy of Family Practice
American Medical Association
American Society of Microbiology
Wisconsin Medical Society
United States Navy League

CERTIFICATIONS

ACLS
ALSO
PALS
BLS
Suboxone Training
Laboratory Medical Director

PUBLICATIONS

Surgery-Recall, 3rd Edition
Microbiology-Recall
Alcoholism on Campus

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francesca Durbin
Boonville
James Scherby

MADE A MATTER OF PUBLIC RECORD
THIS 19th DAY OF March 20 08

Order #54 Agenda #52

In the Matter of Indiana Northwest Region Sports Car Club of America request for permission to use the South East section of the South parking lot at the Lake County Government Center for the use of solo driving events on May 3-4, June 14-15, July 19-20, August 9-10, Sept. 7, Sept. 27, and October 4-5, 2008.

Allen made a motion, seconded by DuPey, to approve the Indiana Northwest Region Sports Car Club of America request for permission to use the South East section of the South parking lot at the Lake County Government Center for the use of solo driving events on May 3-4, June 14-15, July 19-20, August 9-10, Sept. 7, Sept. 27, and October 4-5, 2008. Motion passed 3-0.

Order #55 Consent Agenda #53

In the Matter of Fully executed Owner Agreement – Contract No. 45-08-BA-1222 entered into on December 19, 2007 between the Indiana Family and Social Services, Division of Disability and Rehabilitative Service, Blind and Visually Impaired Services and the Board of Commissioners of the County of Lake.

DuPey made a motion, seconded by Allen, to make a matter of public record the Fully executed Owner Agreement – Contract No. 45-08-BA-1222 entered into on December 19, 2007 between the Indiana Family and Social Services, Division of Disability and Rehabilitative Service, Blind and Visually Impaired Services and the Board of Commissioners of the County of Lake. Motion passed 3-0.

Order #56 Agenda #54

In the Matter of Contract Treasure's Sale with SRI, Inc.

Allen made a motion, seconded by DuPey, to defer the Contract Treasure's Sale with SRI, Inc. Motion passed 3-0.

Order #57 Agenda #34

In the Matter of L.C. Emergency Management – 2006 Chemical Sector Buffer Zone Protection Program Sub-Grant Agreement CDFA #97.078 EDS #C44P-8-202A in an amount not to exceed \$540,271.51.

Allen made a motion, seconded by DuPey, with the recommendation of the Attorney for the Board of Commissioners, to defer. Motion to defer passed 3-0.

Order #58 Agenda #55

In the Matter of Midwest Telecom of America, Inc. renewal of the site lease agreement for the Lake County Highway Tower for the period of April 15, 2008 to April 14, 2009.

Allen made a motion, seconded by DuPey, to approve the Midwest Telecom of America, Inc. renewal of the site lease agreement for the Lake County Highway Tower for the period of April 15, 2008 to April 14, 2009. Motion passed 3-0.



1567 E. 93rd Avenue
Merrillville, IN 46410
Phone (219) 650-5555
Toll Free 1-800-935-2181
Fax (219) 650-5545
www.pickmta.com

March 3, 2008

Lake County Government Center
Attorney John S. Dull
2293 North Main Street
Crown Point, IN 46307

Re: Site Lease Renewal – Lake County Highway Tower

Dear Sir:

Midwest Telecom of America, Inc. is exercising our rights to automatically renew the site lease agreement for another 12 month period beyond the original one year term with a start date of April 15, 2006. This renewal date starts April 15, 2008.

If you have any questions please feel free to contact me, Linda Meux, at the number listed above at extension 107, or MTA's President, Cary Smith at extension 103, M – F, 8:00 am – 5:00 pm.

Sincerely,

Linda Meux
Linda Meux
Accounting / Human Resources Manager
Midwest Telecom of America, Inc.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances Buckley
Bonnie Kelly
Greg Schuch
APPROVED THIS 17TH DAY OF MARCH 20 08

Order #59 Agenda #56

In the Matter of The Hartford Check No. 100542213 3 in the amount of \$60,000.00.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record The Hartford Check No. 100542213 3 in the amount of \$60,000.00. Motion passed 3-0.

Order #60 Agenda #57

In the Matter of Johnson Controls, Inc. Proposal for damaged coils at Paramore in the amount of \$20,000.00.

DuPey made a motion, seconded by Allen, to approve Johnson Controls, Inc. Proposal for damaged coils at Paramore in the amount of \$20,000.00. Motion passed 3-0.

Order #61 ADD Agenda #57A

In the Matter of Motion for Items #72 – Claims and Docket & #73 – Service Agreements related to the October 17, 2007 Meeting.

DuPey made a motion, seconded by Allen, to ratify the approval of Items #72 – Claims and Docket & #73 – Service Agreements related to the October 17, 2007 Meeting, Motion passed 3-0.

Service Agreements

L C COURT DATA	W/	Maximus Mopsy, Inc. Service Express, Inc.
L C AUDITOR	W/	Ellis Systems Corp.
L C SHERIFF	W/	Tri-Electronics
L C SURVEYOR	W/	Clifford-Wald & Co. Clifford-Wald & Co.

Lake County Expense Claims to be Allowed on Wednesday, October 17, 2007.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, October 17, 2007 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 #62 Consent Agenda #59

In the Matter of Service Agreements.

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

BOARD OF COMMISSIONERS OF L.C.	W/	Stay Ready Exterminating Services
L C CORONER	W/	SourceOne Healthcare Technologies, Inc.
L C PUBLIC DEFENDER	W/	Noble Communications Sprint Solutions, Inc.
L C BOARD OF ELECTIONS AND REGISTRATION	W/	Chester Technologies Microvote General Corp.
L C PROSECUTORS/CHILD SUPPORT DIV. IV-D	W/	Chester Technologies
L C SHERIFF	W/	Thyssenkrupp Elevator
L C SUPERIOR COURT DIV RM 3	W/	Word Systems, Inc. Word Systems, Inc.
L C SUPERIOR COURT CIVIL DIV	W/	Tri-Electronics
L C TREASURER	W/	ABC Burglar & Fire Alarm Corp. ABC Burglar & Fire Alarm Corp. ABC Burglar & Fire Alarm Corp.
L C WEIGHTS AND MEASURES	W/	Porter's Apparels, Inc.

Order #63 Consent Agenda #60

In the Matter of Poor Relief Decision.

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.

Danna Caruthers	Approved
Wendy Doulas	Approved
Jose Almodovar	Approved
Elana Blackwell	Approved
David Smith	Approved
Annie McGouan	Approved
Larry Dabadee	Approved
Henry Williams	Approved
Tynisha Sheffield	Approved
Joan Guzman	Approved on condition
Regina Ivy	Approved
Christine Johnson	Approved on condition
Karen Knighten	Approved
Matthew Dallas	Approved
Aubry Mabon	Approved partial
Belinda Moore	Approved on condition
Katrina Wilkins	Approved

Order #63 Consent Agenda #60 (cont'd)

Adrienne Mordica	Approved
Alenise Taylor	Approved
Isaac Walker	Approved on condition
Gregory Foulter	Approved
Kimberly Sykes	Approved
Demetrius Parmer	Remanded to township for further consideration and review
Sabrina Harding	Approved
John Jefferson	Approved
Alice Escamilla	Approved
Lakesha Fells	Approved on condition
Nicole Randle	Approved
Michelle Lewis	Remanded to township for further consideration and review
Nicole Porter	Approved
Desiree Schmidt	Approved
Shaakur Muhammad	Approved
Everett Moore	Approved
Rayna Matthews	Remanded to township for further consideration and review
Pamela Briggs	Approved
Robin James	Approved
Rhnee English	Approved
Atui Gaines	Approved
William Abram	Remanded to township for further consideration and review
Othello Johnson	Approved
James Carothers	Approved
Hambet Colyn	Approved
Mildred Guise	Approved
Atoi Gaines	Approved
Joann Gearron	Approved
Lajcia Moore	Remanded to township for further consideration and review
Leah Muhammad	Approved
Queenetta Freeman	Approved
Ashley Robinson	Approved
Tina Gamble	Approved
Sidney Powell	Approved on condition
Shalonda Morton	Approved on condition
Anthony Jones	Approved
Caldonia Clinton	Approved
James Polk	Approved
Gerald Benkowski	Approved
Curtis Donald	Approved
Ralph Woods	Approved
Balinda Moore	Approved
Lawyer Horton	Approved
Samantha Hill	Approved
John Reynolds	Approved on condition
Jasmin Russell	Denied for appellant's failure to appear
Susan Grover	Denied for appellant's failure to appear
Kishia West	Denied for appellant's failure to appear
Aja Boyd	Denied for appellant's failure to appear
Chaundus Harris	Denied for appellant's failure to appear
Damar Smith	Denied
Tyrone Dewitt	Denied for appellant's failure to appear
Glen Brown	Denied
Lawanda Randolph	Denied
Shelia Dawson	Denied
Darlene Scarfe	Denied
Gwendolyn Gibbs	Denied for appellant's failure to appear
Chanel Gunn	Denied for appellant's failure to appear
Regina Ivy	Denied for appellant's failure to appear
Lakesha Coleman	Denied for appellant's failure to appear
Shawanna Grey	Denied for appellant's failure to appear
Josephine Moore	Denied for appellant's failure to appear
Lakeshai Thomas	Denied for appellant's failure to appear
Ella Pitts	Approved
Shaneka Causely	Denied for appellant's failure to appear
Thomas Wirtz	Denied for appellant's failure to appear
Willa Wilson	Denied for appellant's failure to appear
James McKinny	Denied for appellant's failure to appear
Rebecca Sh'esry	Denied for appellant's failure to appear
Laitita Hymes	Denied
Alshamon Collins	Denied
Ralph Tabb	Denied for appellant's failure to appear
Joyce Hudak	Denied
Anita Flowers	Denied
Ivietta Powers	Denied for appellant's failure to appear
Kelly Paggen	Denied
Sharlet Saxton	Denied
Katheryn Evans	Denied
Lynnice Morris	Denied
Dwayne Coleman	Denied for appellant's failure to appear
Mary Thomas	Denied for appellant's failure to appear
Latasha Jefferson	Denied for appellant's failure to appear
Michelle Lewis	Denied for appellant's failure to appear
Shatasha Reyster	Denied for appellant's failure to appear
Mildred Guys	Denied

Order #64 Agenda #58

In the Matter of Lake County Expense Claims to be allowed Wednesday, March, 19, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, March 19, 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 #65 Agenda #63

In the Matter of L.C. Council Ordinance No 1297A.

DuPey made a motion, seconded by Allen, to veto the L.C. Council Ordinance No. 1297A, Ordinance Requiring all Inner-Series Transfers in Budgets to be approved by the Lake County Council. Motion to veto passed 3-0.

ORDINANCE NO. 1297A

ORDINANCE REQUIRING ALL INNER-SERIES TRANSFERS IN BUDGETS TO BE APPROVED BY THE LAKE COUNTY COUNCIL

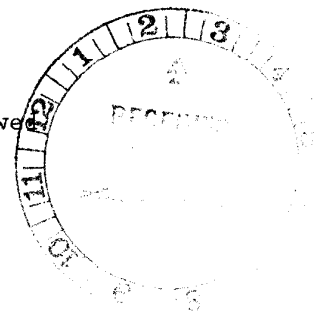
WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

WHEREAS, that the Lake County Council desires to require all inner-series transfers in budgets be approved by the Lake County Council.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That all inner-series transfers in budgets shall be approved by the Lake County Council, with the exclusion of the Travel line items. Inner-series transfers will be allowed in 43230, 43231, 43232, 43233, 43234, and 43235.

SO ORDAINED THIS 11TH DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPey
Bonnie Allen
Dee Schenk
THIS 19th DAY OF March 20 08
VETED

Order #66 Agenda #63

In the Matter of L.C. Council Ordinance No 1294A-1.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1294A-1, Amending the Lake County Part-Time Employees Salary Ordinance for 2008, Ordinance No. 1294A. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Handwritten signature]
[Handwritten signature]
APPROVED THIS 17TH DAY OF March 2008

ORDINANCE NO. 1294A-1

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME EMPLOYEES SALARY ORDINANCE FOR 2008, ORDINANCE NO. 1294A

WHEREAS, on December 11, 2007, the Lake County Council adopted the Lake County Part-Time Employees Salary Ordinance for 2008, Ordinance No. 1294A; and

WHEREAS, the Lake County Council now desires to amend the Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be amended as follows:

DELETE:

Section III.

18. Coroner, Chief Inspector 10.00/hr.

INSERT:

Section III.

18. Coroner:
a. Investigator/Photographer I 12.00/hr.
b. Investigator/Photographer II 12.00/hr.

SO ORDAINED THIS 11TH DAY OF MARCH, 2008.

[Handwritten signature]
CHRISTINE CID, President

[Handwritten signature]
LARRY BLANCHARD

[Handwritten signature]
THOMAS O'DONNELL

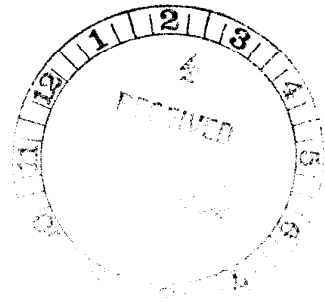
[Handwritten signature]
TED F. BILSKI

[Handwritten signature]
ERNIE DILLON

[Handwritten signature]
ELSIE FRANKLIN

[Handwritten signature]
JEROME A. PRINCE

Members of the Lake County Council



Order #66 Agenda #63

In the Matter of L.C. Council Ordinance No 1285B-2.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1285B-2, Amending Lake County Human Resource Manual, Ordinance No. 1285B. Motion passed 3-0.

ORDINANCE NO. 1285B-2

ORDINANCE AMENDING LAKE COUNTY HUMAN RESOURCE MANUAL, ORDINANCE NO. 1285B

- WHEREAS,** the Lake County Council pursuant to I.C. 36-2-3.5-5 shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** the Lake County Council on March 13, 2007, adopted the Lake County Human Resource Manual, Ordinance No. 1285B; and
- WHEREAS,** the Lake County Council desires to amend Ordinance No. 1285B as follows:

INSERT:

CONFLICT OF INTEREST.

- (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.
- (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.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Lake County Human Resource Manual, Ordinance No. 1285B, shall be amended as follows:

INSERT:

CONFLICT OF INTEREST.

- (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.
- (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.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPuy
Ronald Allen
James Schuch
 APPROVED THIS 11TH DAY OF March 20 08



SO ORDAINED THIS 11TH DAY OF MARCH, 2008.

Christine Cid
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

Order #66 Agenda #63

In the Matter of L.C. Council Ordinance No 1285B-3.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1285B-3, An Ordinance Amending Ordinance No. 1285B Lake County Human Resource Manual. Motion passed 3-0.

ORDINANCE NO. 1285B-3**AN ORDINANCE AMENDING ORDINANCE 1285-B
LAKE COUNTY HUMAN RESOURCES MANUAL**

WHEREAS, the Lake County Council and Lake County Commissioners adopted a new personnel policy for all county officers and employees as contained in the Lake County Human Resources Manual and Ordinance 1285-B, ; and

WHEREAS, it is in the best interests of the County of Lake to amend Ordinance 1285-B to establish a policy regarding the defense, indemnity and duties of county officers and employees involved in litigation resulting from actions occurring in the course and scope of their employment with Lake County.

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

Section 1. The Lake County Human Resources Manual, as adopted under Ordinance 1285-B, is hereby amended by adding the following section, to-wit:

Defense and Indemnification of Lake County Officers, Employees and Agents.

- (a) **Indemnity:** The county shall indemnify and defend its respective officers, employees and agents, as those terms are herein defined, without expense to those persons, with respect to any legal action filed against them in their official or individual capacities, or both, only if the action complained of was taken within the scope and arising out of the performance of their official duties and responsibilities.
- (b) **Investigation/Determination:** The Commissioner's Attorney, consistent with his or her powers and duties under the law, shall investigate the circumstances of any such complaint and determine whether the actions of the officer, employee or agent were taken within the scope and arising out of the performance of official duties and responsibilities. The corporation counsel's determination shall be based upon a reasonable interpretation of the law and facts so as to give full effect to the provisions of this section.
- (c) **Scope of Indemnity:** Indemnification under this section shall encompass any judgment recovered against any such officer, employee or agent in any court of law having jurisdiction thereof that arises out of a civil action brought to recover damages to persons or property resulting from alleged acts of common negligence or the wrongful acts or omissions of an officer, employee or agent acting within the scope of his or her authority and official employment subject to the limitations and conditions set forth herein.

(d) Limitations of Indemnity: The obligation of the county to indemnify an officer, official, agent or employee shall not extend to:

(1) Any acts of malice, acts of an intentional, willful or wanton nature, criminal acts, acts calculated or intended to accrue to the personal benefit of the individual officer, employee, agent or their family and any acts which are clearly beyond the scope of the duties or authority of such person, however, exoneration by a court shall be conclusive as to the absence of any such malice, criminality and other such limiting conditions.

(2) In the absence of such a judicial determination, a determination as to the presence or absence of such conditions shall be made by the Commissioner's Attorney and presented to the Commissioners in the form of a written confidential finding. The finding of the corporation counsel shall prevail unless the Commissioners, within thirty (30) days of the receipt thereof, pass a resolution rejecting or modifying the finding and/or the County Attorney finds there is just cause to amend the original finding.

(3) A copy of any finding determining that a official, agent or employee is not entitled to a defense or indemnity on all or some of the allegations made in any litigation pending or threatened against any person shall be served upon the official, agent or employee within ten (10) business days of the determination.

(e) Definitions: "Officers, employees and agents," as used in this section, shall include all elected and appointed officials and their respective deputies, officers and employees; each department head, director and employee of each department; members of any county board and commission; all judges of the Lake Circuit and Superior Courts and their respective employees; attorneys at law employed as independent contractors by the county; township assessors whenever indemnification and defense is required by state law or by contract; members of the county council; the county commissioners; and the Lake County Sheriff's Department Police Officers, Correctional Officers, Reserve Officers and any and all other employees of the county.

Section 2. Conflicting Ordinances and Severability. The provisions of all other ordinances, resolutions or orders in conflict herewith are of no further force and effect and are hereby repealed to the extent any such conflict may exist. If any part of this ordinance shall be deemed or held invalid under the law, such part is hereby deemed severable and the invalidity of any part of this ordinance shall not affect the remaining parts thereof.

Section 4. Effective Date. This ordinance shall be in full force and effect upon its date of passage by the Lake County Council and by the Lake County Commissioners until such time as it may be repealed or amended by ordinance, and subject to any publication or other requirement under the law.

DULY ORDAINED THIS 11th DAY OF MARCH, 2008.

CHRISTINE CID, President

LARRY BLANCHARD

THOMAS O'DONNELL

TED F. BILSKI

ERNIE DILLON

ELSIE FRANKLIN

JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Approved this 11th day of March, 2008



Order #66 Agenda #63

In the Matter of L.C. Council Ordinance No 992C-32.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 992C-32, Ordinance Amending Lake County Self Insurance, Ordinance No. 992C-3. Motion passed 3-0.

ORDINANCE NO. 992C-32

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, Ordinance No. 992C-3, (Lake County Code Sec. 32.165); and

WHEREAS, pursuant to the Ordinance the benefits available to Lake County employees under the Lake County Group Insurance Employee Benefit Program were listed in the benefit book attached and incorporated into the Ordinance and marked as Exhibit "A"; and

WHEREAS, the Lake County Council desires to adopt a new Lake County Group Insurance Employee Benefit Program, which will contain the benefits available to Lake County employees, effective January 1, 2007.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

DELETE:

Sec. 32.165 PURPOSE OF SUBCHAPTER.

The purpose of this subchapter is as follows:

(A) To establish the benefits available to Lake County employees under the Lake County Group Insurance Employees Benefit Program, hereinafter referred to as the Employees Benefit Program, as contained in the benefit booklet, effective January 1, 2003, attached and incorporated into this subchapter by reference, and marked Exhibit "A", which is attached to Ordinance 992C-3, a copy of which is on file in the office of the County Clerk.

INSERT:

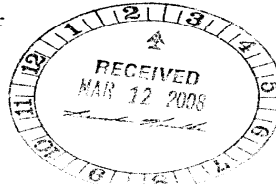
Sec. 32.165 PURPOSE OF SUBCHAPTER.

The purpose of this subchapter is as follows:

(A) To establish the benefits available to Lake County employees under the Lake County Group Insurance Employees Benefit Program, hereinafter referred to as the Employees Benefit Program, as contained in the benefit booklet, effective

January 1, 2007, attached and incorporated into this subchapter by reference, and marked Exhibit "A", which is attached to Ordinance 992C-3, a copy of which is on file in the office of the County Clerk.

SO ORDAINED THIS 11TH DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Bonnie Kelly
Gary Schuch
APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-36.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-36, Honoring Andrew Howe, Indiana State Wrestling Champion – 160 Pound Weight Division. Motion passed 3-0.

RESOLUTION NO. 08-36

**RESOLUTION HONORING ANDREW HOWE,
INDIANA STATE WRESTLING CHAMPION - 160 POUND WEIGHT DIVISION**

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

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

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

WHEREAS, ANDREW HOWE, a senior at Hanover Central High School, completed a third straight undefeated season, won his third consecutive State Title, capturing the Indiana State Wrestling Championship-160 Pound Weight Division.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ANDREW HOWE for capturing his third consecutive first place in the Indiana State Wrestling Meet - 160 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ANDREW HOWE.

DULY ADOPTED by the Lake County Council, this 11th day of March, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

Bonnie Kelly

Greg Schulz

APPROVED THIS 11th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-37.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-37, Honoring Eric Galka, Winner of the Ward E. Brown Mental Attitude Award for Wrestling. Motion passed 3-0.

RESOLUTION NO. 08-37

RESOLUTION HONORING ERIC GALKA, WINNER OF THE WARD E. BROWN MENTAL ATTITUDE AWARD FOR WRESTLING

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

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

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

WHEREAS, ERIC GALKA, a senior at Hobart High School was awarded the IHSAA 2007-2008 Ward E. Brown Mental Attitude Award for Wrestling

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ERIC GALKA for receiving the IHSAA 2007-2008 Ward E. Brown Mental Attitude Award for Wrestling; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ERIC GALKA.

DULY ADOPTED by the Lake County Council, this 11th day of March, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Donald Allen
Greg Schultz
APPROVED THIS 12 DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-38.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-38, Honoring Breann Cosgrove State Wrestling Champion – 145 Pound Weight Division. Motion passed 3-0.

RESOLUTION NO. 08-38

**RESOLUTION HONORING BRENNAN COSGROVE
STATE WRESTLING CHAMPION - 145 POUND WEIGHT DIVISION**

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

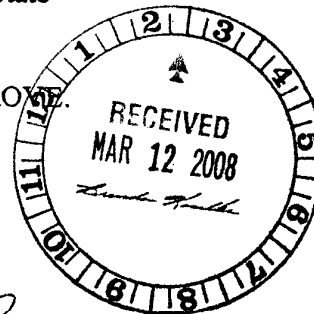
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

WHEREAS, BRENNAN COSGROVE, a senior at Hobart High School, after two consecutive second-place finishes, captured the Indiana State Wrestling Championship - 145 Pound Weight Division.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to BRENNAN COSGROVE for capturing first place in the Indiana State Wrestling Meet - 145 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to BRENNAN COSGROVE.

DULY ADOPTED by the Lake County Council, this 11th day of March, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Bonny Gilly
Greg J. Neill
APPROVED THIS 17 DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-39.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-39, Honoring Jimmy Page IHSAA Boys State Diving Champion. Motion passed 3-0.

RESOLUTION NO. 08-39

**RESOLUTION HONORING JIMMY PAGE,
IHSAA BOYS STATE DIVING CHAMPION**

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

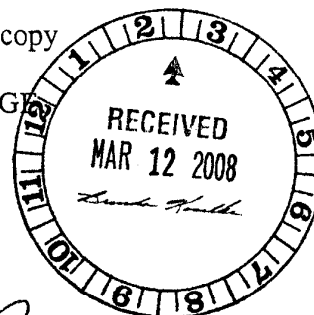
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

WHEREAS, JIMMY PAGE, a senior at Crown Point High School captured the diving crown at the IHSAA Boys State Swimming and Diving Championships.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JIMMY PAGE for capturing first place in the diving competition at the IHSAA Boys State Swimming and Diving Championships; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to JIMMY PAGE.

DULY ADOPTED by the Lake County Council, this 11th day of March, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Bonnie Giff
Greg Schuch
APPROVED THIS 19th DAY OF MARCH 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-40.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-40, Honoring Chris Johnson, State Champion Swimmer 100 Yard Breaststroke. Motion passed 3-0.

RESOLUTION NO. 08-40

**RESOLUTION HONORING CHRIS JOHNSON,
STATE CHAMPION SWIMMER 100 YARD BREASTSTROKE**

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

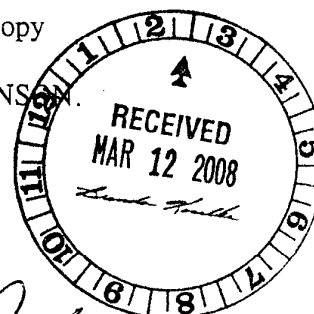
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

WHEREAS, CHRIS JOHNSON, a junior at Lake Central High School won the 100 yard breaststroke at the IHSAA Boys State Swimming and Diving Championships.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to CHRIS JOHNSON for capturing first place in the 100 yard breaststroke at the IHSAA Boys State Swimming and Diving Championships; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to CHRIS JOHNSON.

DULY ADOPTED by the Lake County Council, this 11th day of March, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis Darby
Bonnie Alley
James Schuch
APPROVED THIS 11th DAY OF March, 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-41.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-41, Honoring Clark High School Boy's Bowling Team. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

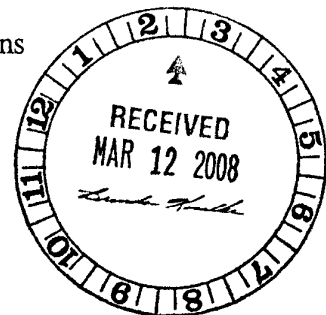
Frances DuPey
Ronney Allen
Greg Schuch
APPROVED THIS 17th DAY OF March 20 08

RESOLUTION NO. 08-41

**RESOLUTION HONORING
CLARK HIGH SCHOOL BOY'S BOWLING TEAM**

- WHEREAS,** students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and
- WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and
- WHEREAS,** Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and
- WHEREAS,** the Clark High School Boys Bowling Team, has captured the IHSAA Boys Bowling Championship, the school's first State championship in 70 years.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Clark High School Boys Bowling Team, the IHSAA State Champions and champions always for Lake County; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the CLARK HIGH SCHOOL BOYS BOWLING TEAM.



DATED THIS 11th day of March, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ped F. Bilski
PED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-41.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-41, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Bonnie Alley
Gene Skelton
APPROVED THIS 14th DAY OF March 20 08

RESOLUTION NO. 08-42

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>507-0500-43190</u>	<u>Other Professional Services</u>
Kimberly Hayes	\$ 210.00

WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>507-0500-43190</u>	<u>Other Professional Services</u>
Kimberly Hayes	\$ 210.00

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-43.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-43, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-43

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

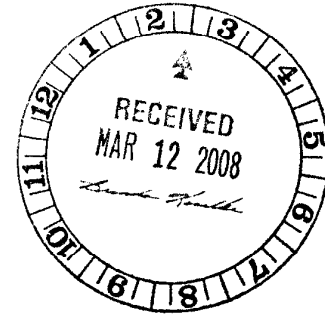
<u>001-0500-42410</u>	<u>Other Supplies</u>
CardSmart Systems, Inc.	\$ 1,281.55

WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>001-0500-42410</u>	<u>Other Supplies</u>
CardSmart Systems, Inc.	\$ 1,281.55



SO RESOLVED THIS 11th DAY OF MARCH, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

F. Bilski

 FRED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council

Deputy Sheriff

Commissioner

APPROVED THIS 11th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-44.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-44, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-44

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-0500-42410</u>	<u>Other Supplies</u>
Communications Direct, Inc.	\$ 80.40

WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>001-0500-42410</u>	<u>Other Supplies</u>
Communications Direct, Inc.	\$ 80.40



SO RESOLVED THIS 11th DAY OF MARCH, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Ernie Dillon

 ERNIE DILLON

Thomas O'Donnell

 THOMAS O'DONNELL

Elsie Franklin

 ELSIE FRANKLIN

Ted F. Bilski

 TED F. BILSKI

Jerome Johnson

 JEROME JOHNSON, COMMISSIONER OF THE COUNTY OF LAKE

Members of the Lake County Council

Greg Schuch

Boonshilly

APPROVED THIS 11th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-45.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-45, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-45

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-0500-42220</u>	<u>Garage & Motors</u>
Lardon, Inc. d/b/a USA Muffler & Brakes	\$ 103.00

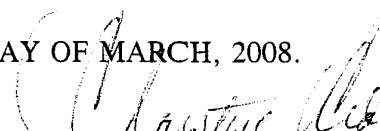
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

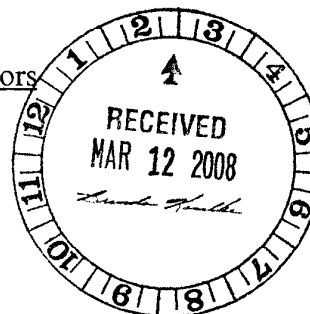
That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>001-0500-42220</u>	<u>Garage & Motors</u>
Lardon, Inc. d/b/a USA Muffler & Brakes	\$ 103.00

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



 CHRISTINE CID, President





 LARRY BLANCHARD



 ERNIE DILLON



 THOMAS O'DONNELL



 ELSIE FRANKLIN



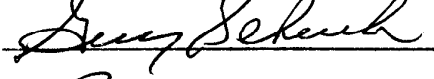
 TED F. BILSKI

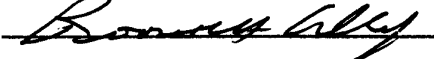


 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-46.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-46, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-46

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-0500-42220</u>	<u>Garage & Motors</u>
Midwest Tire & Auto Repair	\$ 117.89

WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>001-0500-42220</u>	<u>Garage & Motors</u>
Midwest Tire & Auto Repair	\$ 117.89



SO RESOLVED THIS 11th DAY OF MARCH, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Lucy Schuch
Barbara Kelly

APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-47.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-47, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-47

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-0500-42410</u>	<u>Other Supplies</u>
Tee's Plus	\$ 2,153.30

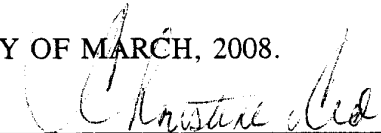
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:


<u>001-0500-42410</u>	<u>Other Supplies</u>
Tee's Plus	\$ 2,153.30

SO RESOLVED THIS 11th DAY OF MARCH, 2008.

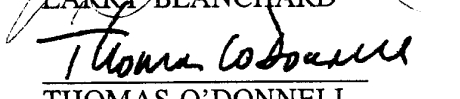


 CHRISTINE CID, President

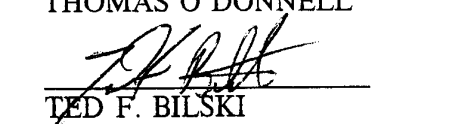





 LARRY BLANCHARD



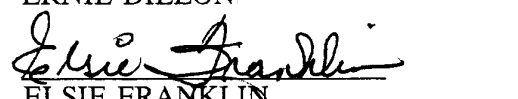
 THOMAS O'DONNELL




 TED F. BILSKI



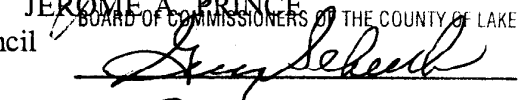
 ERNIE DILLON

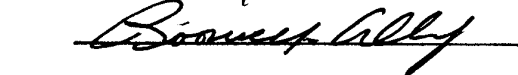


 ELSIE FRANKLIN



 JEROME A. PRINCE





Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 14th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-48.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-48, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-48

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2007 have not been paid:

<u>001-0500-43620</u>	<u>Equipment Repair</u>
Word Systems, Inc.	\$ 89.50

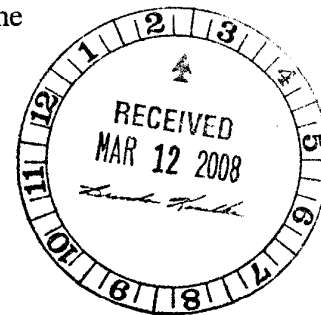
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:

<u>001-0500-43620</u>	<u>Equipment Repair</u>
Word Systems, Inc.	\$ 89.50

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ped F. Bilski

 PED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Schuch

Boonville Gilkey

APPROVED THIS 14th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-49.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-49, Permitting Lake County Sheriff to Pay Outstanding 2006 and 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-49

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2006 and 2007
INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>110-0500-43140</u>	<u>Drug Free Alliance/Special Projects</u>
Gamba Ristorante	\$ 3,049.88
American Printing	300.00
Arthur Pullam	208.80
DC Design	1,472.50
Ultra Foods	3,649.44
Andorra	514.50
	<u>\$ 9,195.12</u>

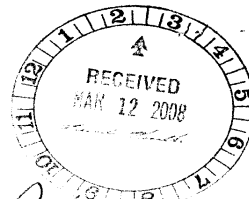
WHEREAS, the Sheriff's Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following invoices/debts incurred in the calendar years 2006 and 2007 as follows:

<u>110-0500-43140</u>	<u>Drug Free Alliance/Special Projects</u>
Gamba Ristorante	\$ 3,049.88
American Printing	300.00
Arthur Pullam	208.80
DC Design	1,472.50
Ultra Foods	3,649.44
Andorra	514.50
	<u>\$ 9,195.12</u>

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

George Schell
Bonnie Gill

APPROVED THIS 19th DAY OF March 20, 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-50.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-50, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-50

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>156-3200-43995</u>	<u>Other Services & Charges</u>
Bardens Animal Clinic	\$ 900.71

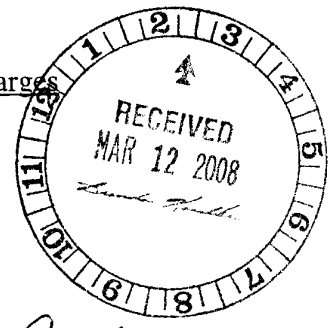
WHEREAS, the Sheriff's Department desires to pay the above Animal Control invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department, shall pay from its 2008 Budget the following invoices/debts incurred by Animal Control in the calendar year 2007 as follows:

<u>156-3200-4399</u>	<u>Other Services & Charges</u>
Bardens Animal Clinic	\$ 900.71

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome Prince

 JEROME PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Lucy Scheub

Bonnie Kelly

APPROVED THIS 14th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-51.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-51, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-51

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>156-3200-43995</u>	<u>Other Services & Charges</u>
Smith Animal Clinic	\$ 144.00

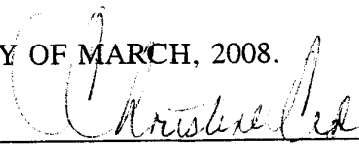
WHEREAS, the Sheriff's Department desires to pay the above Animal Control invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

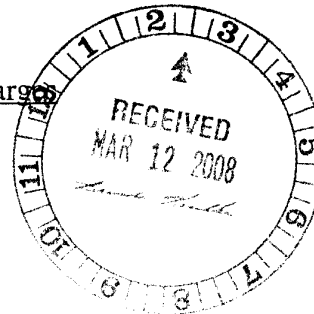
That the Lake County Sheriff's Department, shall pay from its 2008 Budget the following invoices/debts incurred by Animal Control in the calendar year 2007 as follows:

<u>156-3200-4399</u>	<u>Other Services & Charges</u>
Smith Animal Clinic	\$ 144.00

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



 CHRISTINE CID, President





 LARRY BLANCHARD



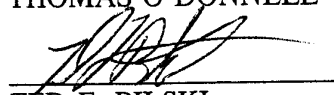
 ERNIE DILLON



 THOMAS O'DONNELL



 ELSIE FRANKLIN



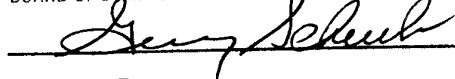
 TED F. BILSKI

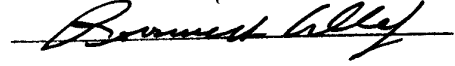


 JEROME PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-52.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-52, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-52

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
Reid's Fire & Safety Equipment	\$ 113.60

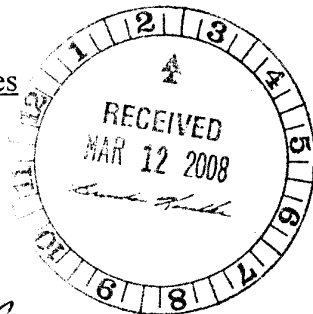
WHEREAS, the Sheriff's Department desires to pay the above Animal Control invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department, shall pay from its 2008 Budget the following invoices/debts incurred by Animal Control in the calendar year 2007 as follows:

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
Reid's Fire & Safety Equipment	\$ 113.60

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome Prince

 JEROME PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Schuch

Bonnie Allen

APPROVED THIS 14th DAY OF March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-53.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-53, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-53

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Sheriff's Department is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
Mechanical Concepts, Inc.	\$ 367.23

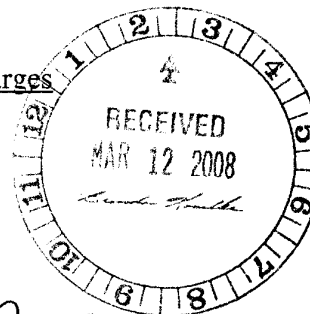
WHEREAS, the Sheriff's Department desires to pay the above Animal Control invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department, shall pay from its 2008 Budget the following invoices/debts incurred by Animal Control in the calendar year 2007 as follows:

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
Mechanical Concepts, Inc.	\$ 367.23

SO RESOLVED THIS 11th DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome Prince

 JEROME PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Scheel

Bonnie Gilley

19th March 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-54.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-54, Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-54

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

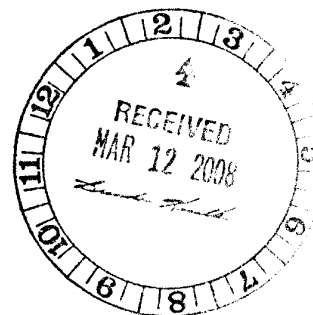
<u>001-3100-43620</u>	<u>Equipment Repair</u>
Columbia Pipe	\$ 422.94

WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3100-43620</u>	<u>Equipment Repair</u>
Columbia Pipe	\$ 422.94



SO RESOLVED THIS 11TH DAY OF MARCH, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Sup. Shuck

Ronald Wiley

APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-55.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-55, Permitting Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-55

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2006 and 2007 have not been paid:

<u>001-3100-43620</u>	<u>Equipment Repair</u>
Reid's Fire & Safety Equipment	\$ 453.05

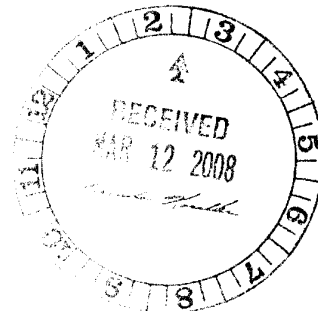
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3100-43620</u>	<u>Equipment Repair</u>
Reid's Fire & Safety Equipment	\$ 453.05

SO RESOLVED THIS 11TH DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD
Thomas O'Donnell

 THOMAS O'DONNELL
Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON
Elsie Franklin

 ELSIE FRANKLIN
Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Schuch

Barney Gilley

APPROVED THIS 14th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-56.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-56, Permitting Lake County Sheriff to Pay Outstanding 2005 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-56

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2005 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2005 have not been paid:

<u>001-3100-43120</u>	<u>Medical & Health Services</u>
Internal Medicine Center of NW Indiana	\$ 319.98

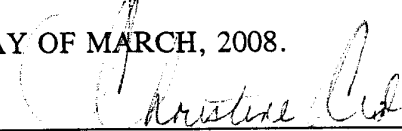
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

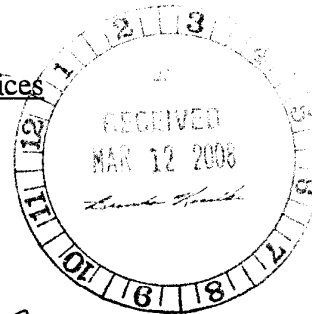
That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar year 2005 as follows:


<u>001-3100-43120</u>	<u>Medical & Health Services</u>
Internal Medicine Center of NW Indiana	\$ 319.98

SO RESOLVED THIS 11TH DAY OF MARCH, 2008.

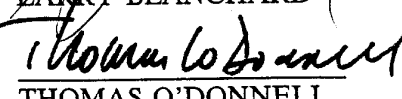


 CHRISTINE CID, President

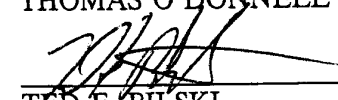





 LARRY BLANCHARD



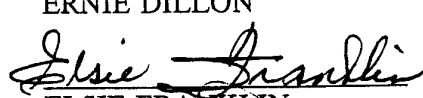
 THOMAS O'DONNELL



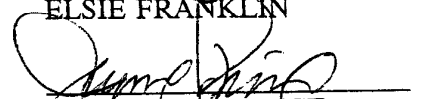
 TED F. BILSKI



 ERNIE DILLON



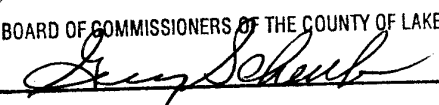
 ELSIE FRANKLIN

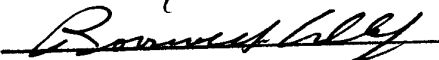


 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 11th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-57.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-57, Permitting Lake County Sheriff to Pay Outstanding 2007 Work Release Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-57

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF
TO PAY OUTSTANDING 2007
WORK RELEASE INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year 2007 have not been paid:

<u>001-3150-43620</u>	<u>Equipment Repair</u>
Hobart Corporation	\$ 1,502.48

WHEREAS, the Sheriff's Department desires to pay the above work release invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following work release invoices/debts incurred in the calendar year 2007 as follows:

<u>001-3150-43620</u>	<u>Equipment Repair</u>
Hobart Corporation	\$ 1,502.48

SO RESOLVED THIS 11TH DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council

Jerome Schuch
Bonnie Kelly

APPROVED THIS 11th DAY OF March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-58.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-58, Permitting Lake County Board of Commissioners to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-58

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF COMMISSIONERS TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Courthouse is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in 2007 and have not been paid:

<u>001-3000-43510</u>	-	<u>Utilities</u>
Johnson Controls		\$ 28,306.94

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following invoices incurred in 2007 shall be paid from the Lake County Courthouse 2008 Budget:

<u>001-3000-43510</u>	-	<u>Utilities</u>
Johnson Controls		\$ 28,306.94

SO RESOLVED THIS 11th day of March, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

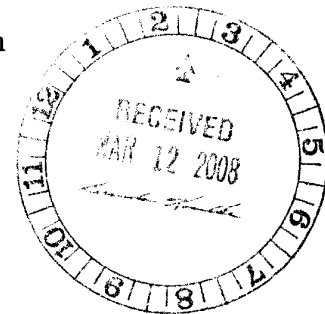
Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Schubert

Bonnie Wiley

Francis DuPey
APPROVED THIS 14th DAY OF March 2008



Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-59.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-59, Permitting Lake County Recorder to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-59

**RESOLUTION PERMITTING THE LAKE COUNTY RECORDER
TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Lake County Recorder is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>179-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Manatron	\$ 18,000.00

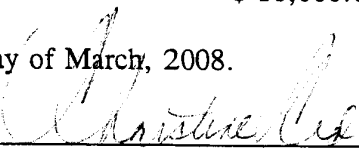
WHEREAS, the Lake County Recorder desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

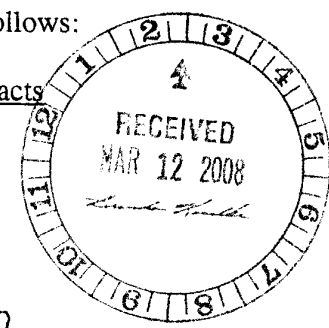
That the Lake County Recorder shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:


<u>179-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Manatron	\$ 18,000.00

SO RESOLVED THIS 11TH day of March, 2008.

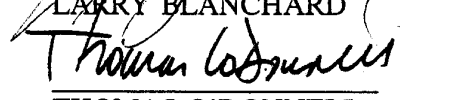


 CHRISTINE CID, President

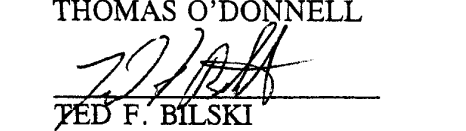




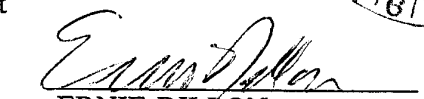
 LARRY BLANCHARD



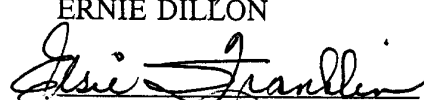
 THOMAS O'DONNELL



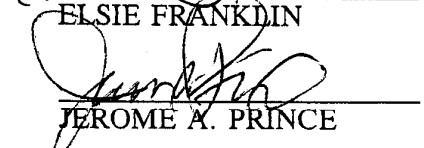
 TED F. BILSKI



 ERNIE DILLON



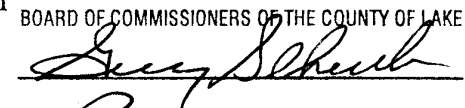
 ELSIE FRANKLIN

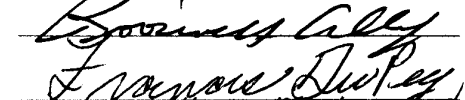


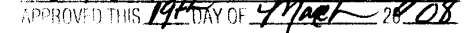
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE







APPROVED THIS 14th DAY OF March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-60.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-60, Permitting Lake County Recorder to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-60

RESOLUTION PERMITTING THE LAKE COUNTY RECORDER TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Recorder is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Crowe Chizek	\$ 15,225.20

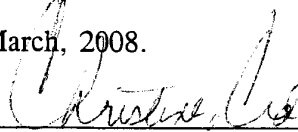
WHEREAS, the Lake County Recorder desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

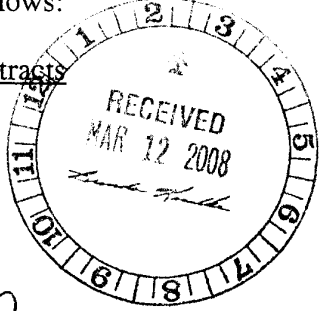
That the Lake County Recorder shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:


<u>001-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Crowe Chizek	\$ 15,225.20

SO RESOLVED THIS 11TH day of March, 2008.




 CHRISTINE CID, President

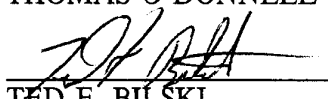




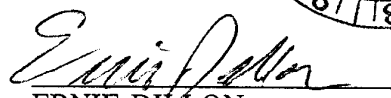
 LARRY BLANCHARD



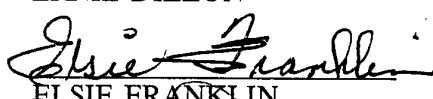
 THOMAS O'DONNELL



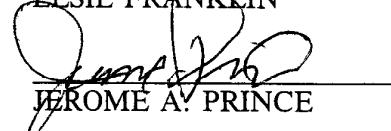
 TED F. BILSKI



 ERNIE DILLON

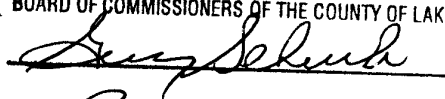


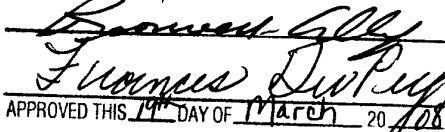
 ELSIE FRANKLIN



 JEROME A. PRINCE

Members of the Lake County Council **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**





 APPROVED THIS 14th DAY OF March 20 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-61.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-61, Permitting Lake County Recorder to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-61

RESOLUTION PERMITTING THE LAKE COUNTY RECORDER TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Recorder is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Adams Remco	\$ 127.00

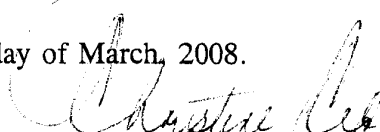
WHEREAS, the Lake County Recorder desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


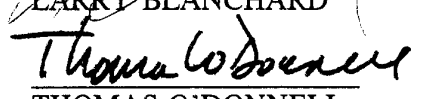
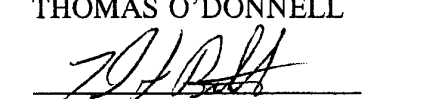
That the Lake County Recorder shall pay from its 2008 Budget the following invoices/debts incurred in the calendar year 2007 as follows:


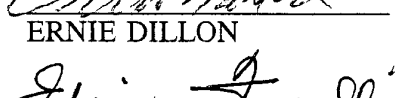

<u>001-0400-43630</u>	<u>Maintenance and Service Contracts</u>
Adams Remco	\$ 127.00

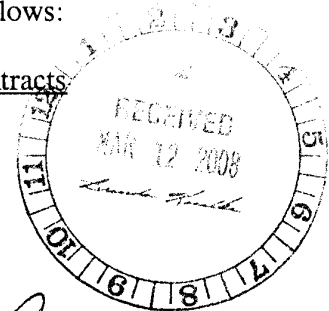
SO RESOLVED THIS 11TH day of March, 2008.



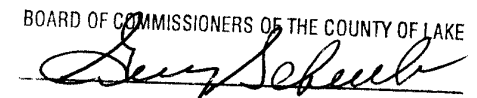
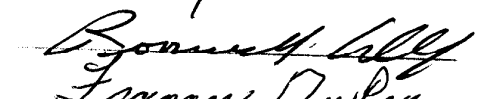
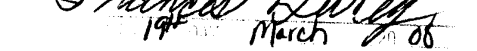
 CHRISTINE CID, President


 LARRY BLANCHARD

 THOMAS O'DONNELL

 TED F. BILSKI


 ERNIE DILLON

 ELSIE FRANKLIN

 JEROME A. PRINCE



Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




 19th March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-62.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-62, Permitting Superior Court of Lake County, County Division, Room Three to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-62

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, COUNTY DIVISION, ROOM THREE TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Superior Court of Lake County, County Division, Room Three, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-4050-43235</u>	<u>Travel-Mileage</u>
Judith Burnette	\$ 69.84

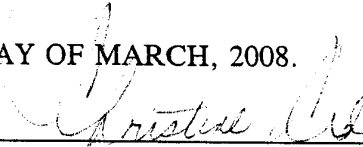
WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall pay be paid from the Lake Superior Court, County Division, Room Three's 2008 Budget:

<u>001-4050-43235</u>	<u>Travel-Mileage</u>
Judith Burnette	\$ 69.84

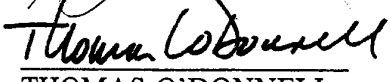
SO RESOLVED THIS 11TH DAY OF MARCH, 2008.



 CHRISTINE CID, President



 LARRY BLANCHARD



 THOMAS O'DONNELL



 TED F. BILSKI



 ERNIE DILLON



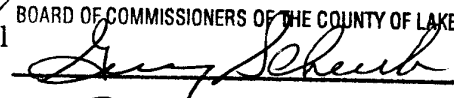
 ELSIE FRANKLIN

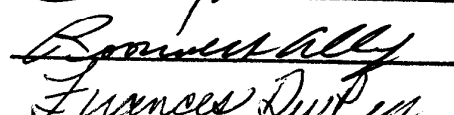


 JEROME A. PRINCE

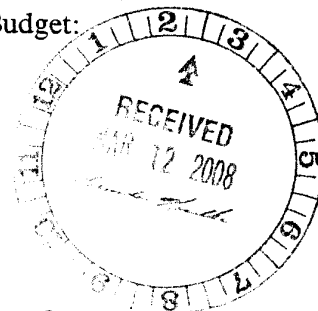
Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE





APPROVED THIS 19 DAY OF March 2008



Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-63.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-63, Permitting Superior Court of Lake County, County Division, Room Three to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-63

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, COUNTY DIVISION, ROOM THREE TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Superior Court of Lake County, County Division, Room Three, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-4050-43630</u>	<u>Maintenance & Service Contracts</u>
Tri-Electronics	\$ 419.00

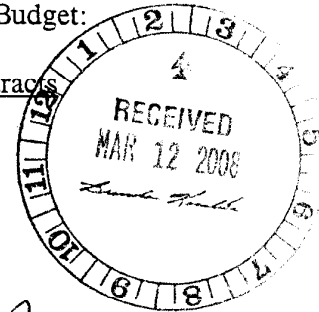
WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall pay be paid from the Lake Superior Court, County Division, Room Three's 2008 Budget:

<u>001-4050-43630</u>	<u>Maintenance & Service Contracts</u>
Tri-Electronics	\$ 419.00

SO RESOLVED THIS 11TH DAY OF MARCH, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

George Scheub

Frances DuPey

APPROVED THIS 19th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-64.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-64, Permitting Lake County Council to Pay an Outstanding 2007 Invoice/Debt from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-64

RESOLUTION PERMITTING THE LAKE COUNTY COUNCIL TO PAY AN OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET

WHEREAS, the Lake County Council is currently operating in the 2008 Budget; and

WHEREAS, the following invoice/debt incurred in the Budget year of 2007, has not been paid:

<u>001-3700-43150</u>	<u>Consultant Fees</u>
Crowe Chizek and Company LLC	\$ 38,800.75

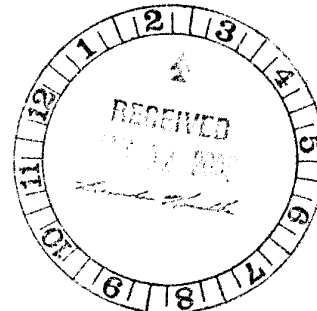
WHEREAS, the Lake County Council desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expense shall be paid from the Lake County Council's 2008 Budget:

<u>001-3700-43150</u>	<u>Consultant Fees</u>
Crowe Chizek and Company LLC	\$ 38,800.75

SO RESOLVED THIS 11th day of March, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Larry Schaub

Barbara Kelley

APPROVED THIS 17th DAY OF March 20 08

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-65.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-65, Permitting Lake County Board of Elections and Registration to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-65

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

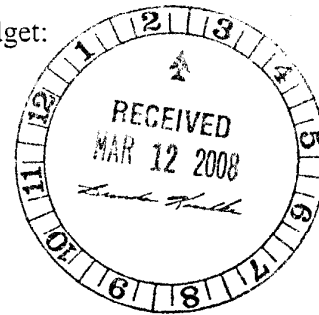
<u>001-2100-43630</u>	<u>Maintenance & Service Contract</u>
Nextel	\$ 1,678.58

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Lake County Board of Elections and Registration's 2008 Budget:

<u>001-2100-43630</u>	<u>Maintenance & Service Contract</u>
Nextel	\$ 1,678.58



SO RESOLVED THIS 11TH DAY OF MARCH, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Schuch

Bonnie Alley

Frances DuPey

APPROVED THIS 19th DAY OF March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-66.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-66, Permitting Lake County Board of Elections and Registration to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-66

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

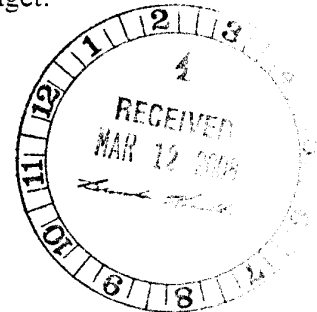
<u>001-2100-43150</u>	<u>Consultant Fees</u>
American Structurepoint	\$ 2,600.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Lake County Board of Elections and Registration's 2008 Budget:

<u>001-2100-43150</u>	<u>Consultant Fees</u>
American Structurepoint	\$ 2,600.00



SO RESOLVED THIS 11TH DAY OF MARCH, 2008.

Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

George Schuch

Bonnie Gilly

Frances DuPey

APPROVED THIS 17th DAY OF March, 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-67.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-67, Permitting Lake County Board of Elections and Registration to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-67

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007, have not been paid:

<u>001-2100-43320</u>	<u>Advertising</u>
The Chronicle	\$ 820.00

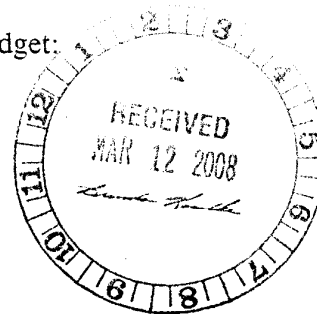
WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Lake County Board of Elections and Registration's 2008 Budget:

<u>001-2100-43320</u>	<u>Advertising</u>
The Chronicle	\$ 820.00

SO RESOLVED THIS 11TH DAY OF MARCH, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Larry Schuch

James Alley

Frances DuPey

APPROVED THIS 19th DAY OF March 2008

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-68.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-68, Permitting The Office of the Public Defender to Pay Outstanding 2005 and 2006 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-68

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2005 and 2006 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget years of 2005 and 2006 have not been paid:

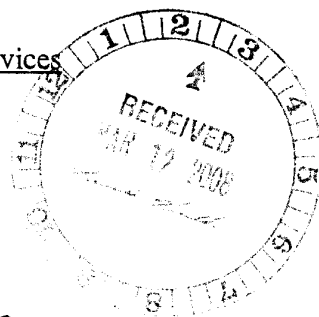
<u>001-4002-43190</u>	<u>Other Professional Services</u>
Kirk E. Marrie	\$ 2,445.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 and 2006 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Kirk E. Marrie	\$ 2,445.00



SO RESOLVED THIS 11TH day of March, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

Gus Schuch

Ronny Alley

F. Wayne DuPey

APPROVED THIS 11th DAY OF March 20 2008

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-69.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-68, Permitting The Office of the Public Defender to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Larry Blanchard

Ernie Dillon

Francis Dupuy
APPROVED THIS 19TH DAY OF March 2008

RESOLUTION NO. 08-69

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

WHEREAS, the Office of the Public Defender, is currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2007 have not been paid:

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Logan-Tinae Thomas	\$ 3,420.00
David E. Braatz	<u>243.00</u>
	\$ 3,663.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2007 expenses shall be paid from the Office of the Public Defender's 2008 Budget:

<u>001-4002-43190</u>	<u>Other Professional Services</u>
Logan-Tinae Thomas	\$ 3,420.00
David E. Braatz	<u>243.00</u>
	\$ 3,663.00



SO RESOLVED THIS 11TH day of March, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-70.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-70, Authorizing the Lake County Board of Commissioners to File a Five Year Consolidated Plan and 2008 Action Plan to Execute a Grant Agreement with the U.S. Department of Housing and Urban Development for \$1,940,827.00 for Fiscal Year 2008 Funding to Lake County. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Bonnie Allen
Gene Schuch
APPROVED THIS 17TH DAY OF March 20 08

RESOLUTION NO. 08-70

RESOLUTION AUTHORIZING THE LAKE COUNTY BOARD OF COMMISSIONERS TO FILE A FIVE YEAR CONSOLIDATED PLAN AND 2008 ACTION PLAN TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR \$1,940,827.00 FOR FISCAL YEAR 2008 FUNDING TO LAKE COUNTY

WHEREAS, Lake County, Indiana, is qualified as an Urban County for entitlement funding under the Community Development Block Grant (CDBG) Program provided under the Housing and Community Development Act of 1974 as amended, and the HOME Investment Partnership (HOME) Program enacted under Title II of the Cranston Gonzales National Affordable Housing Act of 1990; and

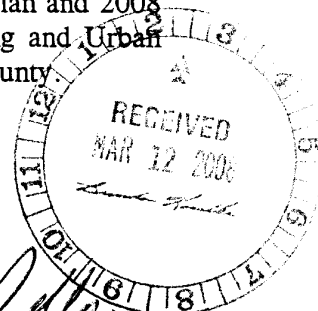
WHEREAS, Lake County is preparing to submit its New Five Year Consolidated Plan and 2008 Action Plan which are required by the U.S. Department of Housing and Urban Development for continued CDBG, HOME and other housing related funding; and

WHEREAS, it is in the best interest of the citizens of Lake County that it should prepare this Five Year Consolidated Plan and 2008 Action Plan to obtain these funds.

NOW, THEREFORE, LET IT BE RESOLVED, by the Lake County Council that the Lake County Board of Commissioners is authorized to file a Five Year Consolidated Plan and 2008 Action Plan to execute a grant agreement with the U.S. Department of Housing and Urban Development for \$1,940,827.00 representing Fiscal Year 2008 funding to the County

DATED THIS 11TH DAY OF MARCH, 2008.

Christine CID
CHRISTINE CID, President



Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #66 Agenda #63

In the Matter of L.C. Council Resolution No. 08-71.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No. 08-71, Proclaiming March as Disability Awareness Month. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Ernie Dillon
Jerome A. Prince
APPROVED THIS 11th DAY OF March 20 08

RESOLUTION NO. 08-71

**RESOLUTION PROCLAIMING
MARCH AS DISABILITY AWARENESS MONTH**

WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of individuals with disabilities to live independently, enjoy self-determination, make choices, contribute to society and experience full in the economic, political, social, cultural and educational mainstream of American society;

WHEREAS, family members, friends and members of the community can play a central role in enhancing the lives of people with disabilities especially when the family and community are provided with necessary support services; and public and private employers are aware of the capabilities of people with disabilities to be engaged in competitive work in inclusive settings; and

WHEREAS, the goals of Lake County include providing individuals with disabilities the opportunities and support to make informed choices and decisions, live in homes and communities where such individuals can exercise their full rights and responsibilities as citizens; pursue meaningful and productive lives; contribute to their family, community, State and Nation; have interdependent friendships and relationships with others; and achieve full inclusion in society; and

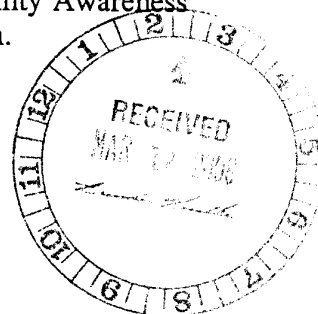
WHEREAS, public awareness and education enhance a community's understanding of the issues affecting people with disabilities; and

WHEREAS, the Lake County Council desires to proclaim March as Disability Awareness Month in an effort to increase public awareness and education.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council declares March as Disability Awareness Month in Lake County.

SO RESOLVED THIS 11th day of March, 2008.



Christine CID
CHRISTINE CID, President
Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Bilski
TED F. BILSKI

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

Members of the Lake County Council

Order #67 Agenda #64A

In the Matter of Appointments – Workforce Development.

DuPey made a motion, seconded by Allen, to reappoint Catherine Delgado and ordered same to reappoint Judith Stanton, Keith Kirkpatrick and Gary Miller all to the Northwest Indiana Workforce Board, Inc. Motion passed 3-0.

Order #68 Agenda #64C

In the Matter of Appointments – Lake County Board of Health.

DuPey made a motion, seconded by Allen, to recommend Dr. Farley be appointed to the Lake County Board of Health. Motion passed 3-0.

Order #69 Agenda #66

In the Matter of Comments from other elected officials present; Commissioner Allen.

Allen, In this meeting the County shown that through the Highway Department they've reduced cost by \$100,000 and through our self insurance programs we have reduced cost by \$84,000 and through our medical company over at the Jail we have reduced the cost by over \$200,000 and we have not had any new lawsuits filed because of the medical services at the Jail. I just wanted to make a note that the County is becoming more efficient. A tally should be taken of all the cost being reduced by the County yearly.

Consent Agenda #61

In the Matter of Vendor Qualification Affidavits

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

SAJ CONSTRUCTION MANAGERS
MARK INTERNATIONAL, LLC
POSITIVE ACTION
PROTECTION-ONE
LAYER 7 SYSTEMS, LLC
ERIC ZICKGRAF, PHD
TIN CRAFTERS HEATING AND AIR CONDITIONING, INC.
GREAT LAKES WELDING SUPPLY, INC.
RAQUEL HAMPTON
TOBIE CHAPMAN
JUDY CHAPMAN KEYS
THE CRIMINAL DEFENSE INVESTIGATION TRAINING COUNCIL
TRAVEL PALACE, INC.
PESI, LLC
AMERICAN HEALTH SERVICES SALES DBA MED-VET INTERNATIONAL
KIMBERLY HAYES
AL WARREN OIL CO.
SOUTHEASTERN MEDICAL CENTER
ENRIQUE (HENRY) G. SIERRA
ORTHOPAEDIC SURGEONS, LTD
SYMPHONY DIAGNOSTIC SERVICES
NEPHROLOGY SPECIALISTS
JASON ZIMMER
ANCILLA SYSTEM, INC. dba SOJOURNER TRUTH HOUSE
FUNTRAPTIONS, INC
JOYCE A. TERMINI
ENIRONMENTS, INC.
SHAFTON, INC.
ACCESS SYSTEMS INTEGRATORS
BOBRICK WASHROOM EQUIPMENT INC.
LAKESHORE LEARNING MATERIALS
KIDZBITS, LLC
ASHWORTH, INC.
LANDMETER / MARINUS B. BOTTERMAN
KOPKA PINKUS, DOLIN & EADS, P.C. / B.J. BRINKERHOFF

Consent Agenda #62A

In the Matter of Clerk's Branches Report for the months of September thru December, 2005.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of September thru December, 2005. 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.

DuPey made a motion, seconded by Allen, to accept the above Clerk's Branches Reports of September thru December, 2005 as submitted. Motion passed 3-0.

Consent Agenda #62B

In the Matter of Clerk's Branches Report for the months of January thru April, 2006.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of January thru April, 2006. 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.

Consent Agenda #62B (cont'd)

DuPey made a motion, seconded by Allen, to accept the above Clerk's Branches Reports of January thru April, 2006 as submitted. Motion passed 3-0.

Consent Agenda #62C

In the Matter of Clerk's Branches Report for the months of September thru December, 2007.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of September thru December, 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.

DuPey made a motion, seconded by Allen, to accept the above Clerk's Branches Reports of September thru December, 2007 as submitted. Motion passed 3-0.

Consent Agenda #62D

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

DuPey made a motion, seconded by Allen, to accept the above Treasurer's Reports of December 2007as submitted. Motion passed 3-0.

Consent Agenda #64B

In the Matter of Appointments

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Certificate of Appointment from the Commissioners Meeting held on February 20, 2008. Motion passed 3-0.

The following officials were Present:
Attorney John Dull
Dan Ombac
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, April 16, 2007 at 10:00 A.M.

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

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

