

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 10th day of June, 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 10th day of June, 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/Proposals, including bids for the Jeff Miller position to be opened at a public meeting and set aside with Councilman Blanchard to review, also any bids for the Jeff Miller position received after June 6, 2008 will not be opened they're considered late. Motion passed 3-0.

Order#2 – Agenda #5B

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

DuPey made a motion, seconded by Allen, to approve the Additions: **Item #17A** – Request for permission to seek proposals for the replacement and installation of a sewer outlet located at 129th Avenue east of the Nine Mile between Monroe and Van Buren (Northwood Subdivision). Proposals to be returned by Wednesday, July 16, 2008 prior to 9:30 A.M. in the Lake County Auditor's Office; **Item #54A** – Board of Commissioners of the County of Lake Resolution as required by the Indiana Department of Environmental Management concerning Waste Tire Management Fund Grant Program; **Item #68A** – 1) Notice to Landlord of Termination of Lease, 2) New Lease, 3) Authorize Painting and Repairs, 4) Authorize Moving Expenses, 5) Authorize Moving of Utility Lines (Phones, Computers, etc.); **Item #68B** – Consulting Contract between Polet Construction and the Board of Commissioners of the County of Lake on behalf of the North Township Assessor for Improvements to the Facility located at 7150 Indianapolis Blvd., Hammond, Indiana in an amount not to exceed \$20,000.00; **Item #68C** – Superior Court Civil Division Room 4 – Security Locks; **Item #68D** – Bond Revocation, Contractor Bond #14826425; **Item #68E** – Freight Elevator Cylinder Replacement, Westwind Manor; **Deletions** – Number 17, Number 18, Number 20, Number 43 & 44, Number 49, Number 50 & 51, Number 63; **Corrections** – Number 9 Should Read Specification for the Return of Proposals for an Electric Wildlife Fence System for the High Voltage Sub-Station Located on the North Side of 93rd Avenue across from the Lake County Government Center Boiler House to be ratified. Proposals to be opened. Motion passed 3-0.

Order #3 Agenda #5D

In the Matter of Notices/Agenda: Approval of Final Agenda.

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

Order#3 – Agenda #5E

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

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

Order#4 Consent Agenda #10A-F

In the Matter of Building Manager: Documents concerning Roofing at the Gary Courthouse (Letter from Maris & Son, Inc.; Application and Certificate for Payment; Waiver of Lien; Copy of Purchase Order; Membrane Roofing System Warranty; Copy of letter of recommendation).

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Building Manager's Documents concerning Roofing at the Gary Courthouse (Letter from Maris & Son, Inc.; Application and Certificate for Payment; Waiver of Lien; Copy of Purchase Order; Membrane Roofing System Warranty; Copy of letter of recommendation). Motion passed 3-0.

Order #4 Consent Agenda #32

In the Matter of L.C. Highway – Performance Bond and Payment from Highway Technologies for the bid of Painted Pavement Markings for the year 2008.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Highway Department's Performance Bond and Payment from Highway Technologies for the bid of Painted Pavement Markings for the year 2008. Motion passed 3-0.

Order#4 Consent Agenda #33

In the Matter of L.C. Highway – Annual Report for the year ending December 31, 2007.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway's Annual Report for the year ending December 31, 2007. Motion passed 3-0.

Order #4 Consent Agenda #73

In the Matter of Vendor Qualifications.

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

DYNAMIC JANITORIAL SERVICES, LLC
UNITED LAND SERVICES
CIT TECHNOLOGY FINANCING SERVICES, INC.
ADVANCED SYSTEMS GROUP
CHAMPION WINDOW CO. OF MERRILLVILLE LLC
HANCOR, INC.
EAGLE TALON TRADERS / BRAND SCOTT
MARILYN M. JONES & ASSOC.
THE SOCIETY FOR THE RESTORATION OF THE GARY BATHING BEACH AQUATORIUM
JESSICA R. FLORES
ROTORS & WINGS AVIATION, LLC

Order #4 Consent Agenda #74A

In the Matter of Clerk's Branches Report for the months of February, March and April, 2008.

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 February, March and April 2008. 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 February, March and April, 2008 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #74B

In the Matter of Treasurer's Report for the month of April, 2008.

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 April 2008. 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 April 2008 as submitted. Motion passed 3-0.

Order #5 Agenda #6

In the Matter of L.C. Building Manager – Proposals – Painting of the East Chicago Courthouse

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to approve P & S Construction with \$34,852.00 to paint the East Chicago Courthouse. Motion passed 3-0.

Letter of Recommendation:

June 4, 2008

L.C. Board of Commissioners
Hon. Roosevelt Allen, Jr., Commissioner
Hon. Gerry Scheub, President
Hon. Frances DuPey, Commissioner
2293 North Main Street
Crown Point, Indiana 46307

Dear Commissioners:

I have received the proposal submitted by P & S Construction of 8525 Alexander Street, East Chicago, Indiana 46312 for the proposed painting at the East Chicago Courthouse and found the proposal in order. The quoted price is \$34,852.00. I was also informed that the said proposal is the only bid received.

In light of this I am respectfully recommending approval of the bid.

I have attached a copy of the bid for your review.

Respectfully,

Dan Ombac

DO/bh

Cc: Delvert Cole

Order #5 Agenda #7

In the Matter of L.C. Building Manager – Proposals – Entrance Door in the Lake County Cafeteria.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to approve Williams Architectural Glass & Glazing with \$7,500.00 for a new entrance door at the Lake County Cafeteria. Motion passed 3-0.

Letter of Recommendation:

June 4, 2008

L.C. Board of Commissioners

Hon. Roosevelt Allen, Jr., Commissioner

Hon. Gerry Scheub, President

Hon. Frances DuPey, Commissioner

2293 North Main Street

Crown Point, Indiana 46307

Dear Commissioners:

I have received the proposal submitted by Williams Architectural Glass & Glazing for the proposed New Entrance Door at the L.C. Government Center cafeteria and found the proposal in order except that the proposal is not signed. The quoted price is \$7,500.00. I was also informed that the said proposal is the only bid received.

In light of this I am respectfully recommending approval of the bid provided you will accept the bid without the vendor's signature.

I have attached a copy of the bid for your review.

Respectfully,

Dan Ombac

DO/bh

Cc: Delvert Cole

Order #6 Agenda #8

In the Matter of L.C. Building Manager – Seek proposals for a Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House.

Allen made a motion, seconded by DuPey, to table. Motion passed 3-0.

Order #6 Agenda #9

In the Matter of L.C. Building Manager – Seek proposals for an Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House.

Allen made a motion, seconded by DuPey, to table. Motion passed 3-0.

Order #7 Agenda #11

In the Matter of L.C. Building Manager – Request for property disposal (L C Auditor, L C Commissioners, L C Prosecutor).

Allen made a motion, seconded by DuPey, to approve the L.C. Building Manager's requests for property disposal (L C Auditor, L C Commissioners, L C Prosecutor). Motion passed 3-0.

Order #8 ADD Agenda #63E

In the Matter of Board of Commissioners – Freight Elevator Cylinder Replacement, Westwind Manor.

DuPey made a motion, seconded by Allen, to approve the Freight Elevator Cylinder Replacement at Westwind Manor for Long Elevator and Machine Co., Inc. with an additional estimated cost between \$15,000 to \$20,000 for an unanticipated condition in regard to the project. Motion passed 3-0.

Letter of Recommendation:

June 4, 2008

L.C. Board of Commissioners

Hon. Roosevelt Allen, Jr., Commissioner

Hon. Gerry Scheub, President

Hon. Frances DuPey, Commissioner

2293 North Main Street

Crown Point, Indiana 46307

Re: Freight Elevator Cylinder Replacement, Westwind Manor

Dear Commissioners:

Attached is a letter from Long Elevator Co. concerning an unanticipated condition they encountered at the above referenced project that will increase the cost of the project. The estimated cost of the additional work is between \$15,000 to \$20,000 which they will bill on time and material basis.

Order #8 ADD Agenda #63E (cont'd)

Because the additional work is necessary to complete the job, I am respectfully recommending approval of the additional work and allow Long Elevator Co. to proceed. I am also recommending that this portion of the project be paid out of the Board of Commissioners account.

Respectfully,

Dan Ombac

DO/bh

Order #9 Agenda #12

In the Matter of L.C. Highway – Proposals – Concrete Floor Repairs, Truck Garage, Crown Point Yard.

The Board having previously taken the bids under advisement for Concrete Floor Repairs, Truck Garage, Crown Point Yard for the Highway Department hereby accepts their recommendation to award to Walker Construction Company being the low bidder for the amount of \$5.75 sft/\$15,668.75, upon a motion made by Allen, seconded by DuPey. Motion passed 3-0.

Letter of Recommendation

June 18, 2008

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

ATTN: Gerry Scheub, President

RE: Recommendation of Award, Concrete Floor Repairs, Crown Point Garage

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, May 21, 2008.

The bids received are as follows:

Vendor	Amount	Remark
Walker Construction Company	\$15,668.75	\$5.75 SFT
Gough, Inc.	\$20,601.00	\$7.56 SFT
Burt, Inc.	\$25,897.50	\$9.50 SFT

We are recommending the above mentioned Bid to Walker Construction Company.

Respectfully,

Marcus W. Malczewski
Superintendent

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson, P.E., Engineer

Order #10 Agenda #13

In the Matter of L.C. Highway – Proposals – Tree Removal and Clean Up.

DuPey made a motion, seconded by Allen, to ratify the decision made to allow the Highway Department to go with the low bidder of Dave's Tree Service in the amount of \$24,150.00 for Tree Removal and Clean Up, as so recommended by the Highway Superintendent. Motion passed 3-0.

Letter of Recommendation

June 18, 2008

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

ATTN: Gerry Scheub, President

RE: Recommendation of Award, Tree Removal and Clean Up

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, May 21, 2008.

The bids received are as follows:

Order #10 Agenda #13 (cont'd)

Vendor	Amount
Dave's Tree Service	\$24,150.00
Economy Tree Service	\$29,500.00

We are recommending the above mentioned Bid to Dave's Tree Service.

Respectfully,

Marcus W. Malczewski
Superintendent

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson, P.E., Engineer

Order #11 ADD Agenda #17A

In the Matter of L.C. Highway: Seek Proposals – Replacement and Installation of a Sewer Outlet located at 129th Avenue East of Nine Mile between Monroe and Van Buren (Northwood Subdivision).

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Highway for Replacement and Installation of a Sewer Outlet located at 129th Avenue East of Nine Mile between Monroe and Van Buren (Northwood Subdivision) with the return of proposals by Wednesday, July 16, 2008 in the Auditor's Office prior to 9:30 A.M. Motion passed 3-0.

Ellas Construction Company	Dyer Construction Company	Rex Construction Company
Grimmer Construction, Inc.	V & H Excavating	Huseman Excavating
Gatlin Plumbing and Heating	Delta III, Inc.	

Order #12 Agenda #19

In the Matter of L.C. Highway – Specifications – Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch and ordered same for the return of bids by Wednesday, July 16, 2008 in the Auditor's Office prior to 9:30 A.M. Motion passed 3-0.

Order #13 Agenda #21

In the Matter of L.C. Highway – Specifications – Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89th Avenue to King Place.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89th Avenue to King Place with the return of proposals by Wednesday, July 16, 2008 in the Auditor's Office prior to 9:30 A.M. Motion passed 3-0.

Order #14 Agenda #22

In the Matter of L.C. Highway – Specifications – Reconstruction of Wallace Street, located in Hermits Lake Subdivision.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Wallace Street, located in Hermits Lake Subdivision and ordered same for the return of bids by Wednesday, July 16, 2008 in the Auditor's Office prior to 9:30 A.M. Motion passed 3-0.

Order #15 Agenda #23

In the Matter of L.C. Highway – Request for selection of a consulting engineering firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Department to approve M S Consultants, Inc. as the engineering firm to provide Construction Engineering Services for the Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch. Motion passed 3-0.

Order #16 Agenda #24

In the Matter of L.C. Highway – Request for selection of a consulting engineering firm to provide Construction Engineering Services for the rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Department to approve SEH (Short Elliott Hendrickson Inc.) as the engineering firm to provide Construction Engineering Services for the rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River. Motion passed 3-0.

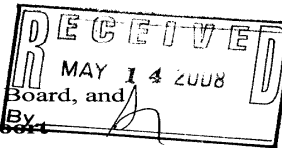
Order #17 Agenda #25

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #6512377 located at Colfax & Ridge, Calumet Township and NW ¼ Section 24 T36N R9W.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #6512377 located at Colfax & Ridge, Calumet Township and NW ¼ Section 24 T36N R9W. Motion passed 3-0.

Order #17 Agenda #25 (cont'd)

COUNTY UTILITY AGREEMENT



The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T-INDIANA
302 S. East St
Crown Point, IN 46307
Engineer: Ruth VanNest
Phone: 219-662-4406

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
buried telephone facilities; re: job #6512377
located at Colfax & Ridge, Calumet Township and NW 1/4 Section 24 T36N R9W.
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 5.2.08

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

[Signature]
Member

Recommended for Approval by:

[Signature]
Lake County Highway Department

[Signature]
Member

[Signature] 5.20.2008
Lake County Highway Department

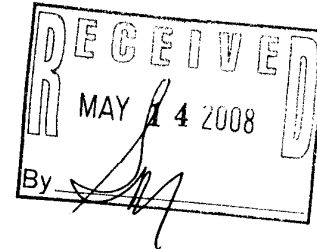
[Signature]
Member

ATTEST: [Signature]
Lake County Auditor

Order #17 Agenda #26

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #UT 6592947, buried telephone facilities located at 173rd & Cline Avenue, Lowell.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #UT 6592947, buried telephone facilities located at 173rd & Cline Avenue, Lowell. 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 drawing). UT 6592947

located at 173rd & Cline AV, Lowell.

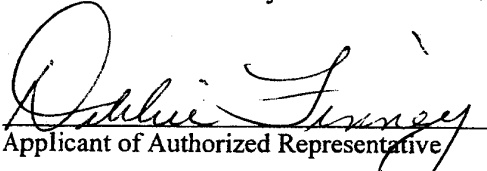
is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for 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.

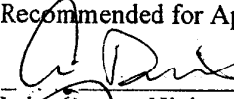

3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

- 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.



 Applicant of Authorized Representative
 Date of Signature 5/09/2008


BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA


 Member

Recommended for Approval by:

 Lake County Highway Department

 Lake County Highway Department


 Member

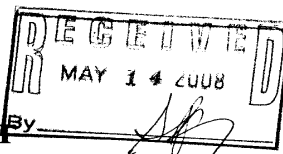

 Member

ATTEST 
 Lake County Auditor

Order #17 Agenda #27

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #UT 6594729, buried telephone facilities located at 173rd & Cline Avenue, Lowell.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job #UT 6594729, buried telephone facilities located at 173rd & Cline Avenue, Lowell. 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 drawing). UT 6594729 located at 173rd & Cline AV, Lowell.

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 of Applicant of Authorized Representative
Date of Signature 5/12/2008

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Signature of Member Frances Dwyer

Recommended for Approval by:
Signature of Lake County Highway Department member dated 5-20-2008

Signature of Member Boonville Alley

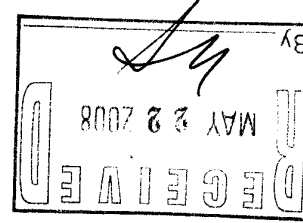
Signature of Member Larry Schuch

ATTEST: Signature of Lake County Auditor

Order #17 Agenda #28

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Project #6401881, buried telephone facilities located at 3748 45th Avenue.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Project #6401881, buried telephone facilities located at 3748 45th Avenue. 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 drawing) Project #6401881**

located at **3748 45TH AVENUE**

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.

Mark A. Levin
 Applicant of Authorized Representative
 Date of Signature 5/19/2008

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Frances DuPey
 Member

Recommended for Approval by:
A. Allen
 Lake County Highway Department
D. Allen 5.23.2008
 Lake County Highway Department

Bruce Allen
 Member
Harry Schenk
 Member

A TEST *Peggy A. Kato*
 Lake County Auditor

Order #17 Agenda #29

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job ##6578194/6578241 located at 41st & Colfax, Calumet Township and NW ¼ Section 25 T35N R9W.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department, Job ##6578194/6578241 located at 41st & Colfax, Calumet Township and NW ¼ Section 25 T35N R9W. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T-INDIANA Engineer: Ruth VanNoort
302 S. East St Phone: 219-662-4406
Crown Point, IN 46307

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
buried telephone facilities; re: job #6578194/6578241
located at 41st & Colfax, Calumet Township and NW 1/4 Section 25 T35N R9W.
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

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

Date of Signature 4/18/08

[Signature]
Member

Recommended for Approval by:

[Signature]
Lake County Highway Department

[Signature]
Member

[Signature]
Lake County Highway Department 5-5-2008

[Signature]
Member

ATTEST: [Signature]
Lake County Auditor

Order #18 Agenda #30

In the Matter of L.C. Highway – Supplemental Agreement No. 1 between Bernardin, Lochmueller & Associates, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to perform preliminary engineering services concerning the replacement of Lake County Bridge #99, Grand Boulevard over Deep River in the amount of \$21,100.00.

DuPey made a motion, seconded by Allen, to approve the Supplemental Agreement No. 1 between Bernardin, Lochmueller & Associates, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to perform preliminary engineering services concerning the replacement of Lake County Bridge #99, Grand Boulevard over Deep River in the amount of \$21,100.00. Motion passed 3-0.

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement is made and entered into June 18, 2008, by and between Lake County, Indiana, acting by and through the Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY," and Bernardin, Lochmueller & Associates, Inc., hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on March 4, 2004, enter into an Agreement providing for the "CONSULTANT" to perform Preliminary Engineering Services in relation to the following described project:

Grand Boulevard, Lake County Bridge #99:

Replacement of County Bridge #99 over Deep River approximately one mile south of US30 in Lake County. The project Length is approximately 0.4 miles.

WHEREAS, an additional three (3) parcels have been added to the project, and

WHEREAS, the per unit costs for Land Acquisition Services in said Agreement have been modified to reflect the findings of the Appraisal Problem Analysis, and

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for additional Right-of-Way Engineering and Land Acquisition Services, and

WHEREAS, the CONSULTANT has expressed a willingness to perform the additional Right-of-Way Engineering and Land Acquisition Services, and

WHEREAS, in order to provide for the completion of the work, it is necessary to amend and supplement said Agreement as follows:

1. Section "A" of Appendix "D" is modified to read as follows:

A. AMOUNT OF PAYMENT

The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$210,650.00, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. Section "C" of Appendix "D" is modified to read as follows:

C. AMOUNT OF PAYMENT- LAND ACQUISITION

1. The CONSULTANT shall receive as payment for the R/W Engineering work performed under Sections N and O of Appendix "A" of this Agreement based on the specific cost per unit multiplied by the actual units of work performed, in accordance with the following schedule:

		<u>Quantity</u>		<u>Unit Price</u>	<u>Subtotal</u>
a.	R/W Plans & Project Management Permanent & Temporary-Only	<u>1</u>	LSUM @	<u>\$3,982.00</u>	<u>\$3,982.00</u>
b.	Legal Descriptions Additional Permanent & Temporary	<u>8</u>	Each @	<u>\$414.00</u>	<u>\$3,312.00</u>
c.	Legal Descriptions	<u>2</u>	Each @	<u>\$245.00</u>	<u>\$ 490.00</u>
d.	Transfer Documents	<u>10</u>	Each @	<u>\$90.00</u>	<u>\$ 900.00</u>
e.	R/W Parcel Plats	<u>8</u>	Parcels @	<u>\$409.00</u>	<u>\$3,272.00</u>
f.	R/W Staking	<u>8</u>	Parcels @	<u>\$368.00</u>	<u>\$2,944.00</u>
g.	Title Search – Parcels 1 - 8	<u>8</u>	Each @	<u>\$435.00</u>	<u>\$3,480.00</u>
h.	Minimal Title Search	<u>1</u>	Each @	<u>\$100.00</u>	<u>\$ 100.00</u>
i.	Title Updates	<u>7</u>	Each @	<u>\$100.00</u>	<u>\$ 700.00</u>
j.	Appraisal Problem Analysis	<u>7</u>	Parcels @	<u>\$200.00</u>	<u>\$1,400.00</u>
				<u>TOTAL</u>	<u>\$20,580.00</u>

2. The CONSULTANT will be paid for the R/W Management and Supervision work performed under Section P of Appendix "A" of this Agreement a lump sum fee of \$8,400.00 which shall include up to one (1) "Minor Revision" and up to zero (0) "Re-Staked Parcels."
3. The CONSULTANT will be paid for "Revising and Re-Staking" work performed beyond the limits cited above in Section A.3. of this Appendix "D" pursuant to the following:
 - a. Additional "Minor Revisions" \$200.00/EA
Estimated two (2) "Minor Revisions" @ \$200.00/EA.....= \$400.00
 - b. Additional "Re-Staked Parcels" \$368.00/PARCEL
Estimated two (2) "Re-Staked Parcels" @ \$368.00/PARCEL...= \$736.00
4. The CONSULTANT will be paid for the work performed under Sections Q, R, and S of Appendix "A" of this Agreement, except as provided for above in Section C.3. of this Appendix "D", in accordance with the following schedule:

	<u>PARCEL OWNER</u>	<u>APPRAISAL TYPE</u>	<u>APPRAISAL FEE</u>	<u>REVIEW APPRAISAL</u>	<u>BUYING FEE</u>
1	Northern Indiana Public Service Co	Value Finding	\$1,100	\$ 495.00	\$1,575
2	Charles F. Hayes, et al.	Waiver Valuation	450	000	1,500
3	CSX Transportation, Inc.	Waiver Valuation	450	000	1,675
4	Scott Alan Garrard, et ux.	Value Finding	1,400	\$ 630.00	1,500
5	Steve Pierce, et ux.	Long Form	2,975	\$1,338.75	1,400
6	Scott Alan Garrard, et al.	Waiver Valuation	450	000	1,500
7	Harold P. Heuring, et al.	Waiver Valuation	450	000	1,575
8	ELIMINATED (combined w/Par02)	---	000	000	000
			<u>SUBTOTALS</u>	<u>\$7,275</u>	<u>\$2,464</u>
				<u>\$2,464</u>	<u>\$10,725</u>

5. The amount of \$50,580.00, determined by Sections C.1., C.2., C.3. and C.4. of this Appendix "D", does not include the costs that will be incurred for unforeseen expenses (e.g. parcels added to the project, etc.). Therefore the amount of final compensation will be adjusted according to the actual units of work performed and expenses incurred, and shall not exceed \$59,300.00.

Except as herein modified, changed and supplemented, all terms of the original agreement dated March 4, 2004, shall continue in full force and effect.

The previous "not to exceed" total was \$189,550.00. This supplemental increases this value by \$21,100.00, to a new "not to exceed" value of \$210,650.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

Bernardin, Lochmueller and Associates, Inc.

BY Keith Lochmueller
Keith Lochmueller, CEO/Chairman

ATTEST:

BY Matthew E. Wannemuehler
Matthew E. Wannemuehler, Secretary

LOCAL PUBLIC AGENCY

Board of Commissioners
Lake County, Indiana

BY Roosevelt Allen, Jr.
Roosevelt Allen, Jr., President

BY Frances L. DuPey
Frances L. DuPey, Member

BY Gerry J. Scheub
Gerry J. Scheub, Member

ATTEST
BY Peggy Klotz

Approved as to Legality and Form:
BY William J. [Signature]

ACKNOWLEDGMENT

State of: Indiana County of: Vanderburgh SS:

Before me, the undersigned Notary Public in and for said County personally appeared

Keith Lochmueller, CEO/Chairman; Matthew E. Wannemuehler, Secretary

(Name of signers, their official capacity and Agency Name)

Bernardin, Lochmueller and Associates, Inc.

(Firm Name)

and each acknowledged the execution of the foregoing agreement on this 21st day of May, 2008 and each acknowledged and stated that he is the party authorized by the said firm to execute the foregoing agreement.

Witness my hand and seal the said last named date.

My Commission Expires:

April 27, 2016

Rebecca L. Zimmer
Notary Public

Vanderburgh

County of Residence

Rebecca L. Zimmer

Print or type name

ACKNOWLEDGMENT

State of: INDIANA County of: LAKE SS:

Before me, the undersigned Notary Public in and for said County, personally appeared and

Roosevelt Allen, Jr., President; Frances L. DuPey, Member; Gerry J. Scheub, Member

(Name of signers, their official capacity and Agency Name)

acknowledged the execution of the foregoing agreement on this 18th day of JUNE, 2008.

Witness my hand and seal this said last named date.

My Commission Expires:



Date

County of Residence

Rose Koliboski
Notary Public

Rose Koliboski

Print or type name

Order #19 Agenda #31

In the Matter of L.C. Highway – Agreement between Clark Dietz and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to provide design engineering services for the replacement of Sohl Street over Grand Calumet River.

DuPey made a motion, seconded by Allen, to approve the Agreement between Clark Dietz and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to provide design engineering services for the replacement of Sohl Street over Grand Calumet River. Motion passed 3-0.
(SEE FILE FOR 11 PAGE AGREEMENT W/APPENDIX A, B, C, & D)

Order #20 Agenda #14

In the Matter of L.C. Highway – Proposals – Two (2) New Unused 2008 or Newer Rider Sweeping System.

This being the day, time, and place for the receiving of bids for Two (2) New Unused 2008 or Newer Rider Sweeping System for the Highway Department, the following bids were received:

Order #20 Agenda #14 (cont'd)

Performance Plans	1-model34-\$5,812.65
	2-model48-\$21,026.66

Able Paper & Janitorial Supplies	Eagle 712 R \$9,950.00
----------------------------------	------------------------

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

Order #21 Agenda #15

In the Matter of L.C. Highway – Proposals – One (1) New Unused 2008 or Newer Walk behind Sweeping System.

This being the day, time, and place for the receiving of bids for One (1) New Unused 2008 or Newer Walk behind Sweeping System for the Highway Department, the following bids were received:

Performance Plans	1-model34-\$5,812.65
	2-model48-\$21,026.66

Able Paper & Janitorial Supplies	TK 464 \$1,798.00
----------------------------------	-------------------

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

Order #22 Agenda #16

In the Matter of L.C. Highway – Proposals – Waste Disposal Services.

This being the day, time, and place for the receiving of bids for Waste Disposal Services for the Highway Department, the following bids were received:

Waste Management	Various Bids
Allied Waste Services	Various Bids
Able Disposal	Various Bids

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

Order #23 Agenda #34

In the Matter of L.C. Sheriff – Bids – Food, Bread, and Dairy Products for the period of July 1, 2008 to December 31, 2008.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Lake County Sheriff to award the contracts for Food, Bread, and Dairy Products for the period of July 1, 2008 to December 31, 2008 by Class as follows:

Gordon Food Service – Class 3, 8 and 12
 CSV Sales – Class 15
 US Food Service – Class 1, 4, 5, 7, 9, 11 and 13
 Sysco Foods– Class 2, 6, 10 and 14

Motion passed 3-0.

Letter of Recommendation

To: Lake County Board of Commissioners
 From: Lake County Sheriff's Department
 Re: Bid for Food for Lake County Jail
 Date: June 4, 2008

Dear Commissioners:

The Lake County Sheriff's Department has received four bids for Food for the Lake County Jail Kitchen for the period of July 1, 2008 to December 31, 2008. The bids were offered by:

1. Gordon Food Service
2. CSV Sales, Inc.
3. U.S. Food Service
4. Sysco Foods

It is my recommendation that the following contracts be awarded based on bids received by Class:

Gordon Food Service – Class 3, 8 and 12
 CSV Sales – Class 15
 US Food Service – Class 1, 4, 5, 7, 9, 11 and 13
 Sysco Foods– Class 2, 6, 10 and 14

I have attached a spreadsheet with all bid amounts for your information.

In Class 6, Gordon Foods bid #3,082.20. However, in our investigation we have determined that the delivery of this item by the vendor will not work with our storage capacity. It is my recommendation in Class 6 that Sysco Foods be awarded the contract with the next lowest bid of \$4,198.00

Gordon Food Service was the only bidder in the Bakery and Dairy Class. However, in our investigation we have determined that the Bakery comes frozen and is therefore not acceptable for our needs, and the Dairy cannot be delivered in a manner that works with our storage capacity. There were no other bids for these classes. I have attached proposals from our current Dairy vendor, Clovercrest Dairy in the amount of \$67,032.00 and our current Bakery vendor in the amount of \$96,954.00 for your consideration in these two classes.

Thank you for your consideration in this matter.

Respectfully submitted,
Sheriff Rogelio "Roy" Dominguez

RD/cm

Attachment

Order #24 Agenda #35

In the Matter of L.C. Sheriff – Consulting Contract between Edgewater Systems for Balanced Living, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff entered into on May 21, 2008 and to expire June 30, 2008 to be extended to December 31, 2008.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Edgewater Systems for Balanced Living, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff entered into on May 21, 2008 and to expire June 30, 2008 to be extended to December 31, 2008. Motion passed 3-0.

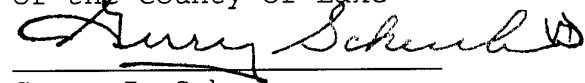
CONSULTING CONTRACT AMENDMENT

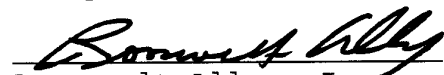
This is an Amendment to the Consulting Contract entered into between Edgewater Systems for Balanced Living, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff on the 27th day of June, 2007.

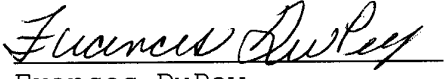
The contract is amended as follows: To be extended for the term from July 1, 2008 to December 31, 2008 at the same rate.

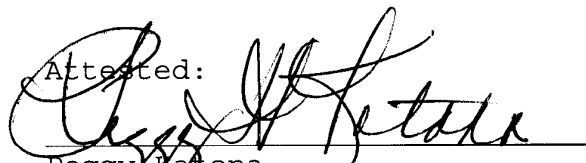
Approved this 18th day of June, 2008

Board of Commissioners
of the County of Lake


Gerry J. Scheub


Roosevelt Allen, Jr.


Frances DuPey

Attested:

Peggy Malone,
Lake County Auditor

Order #24 Agenda #36

In the Matter of L.C. Sheriff – Consulting Contract between Med-Staff, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff entered into on July 1, 2007 and to expire June 30, 2008 to be extended to December 31, 2008.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Med-Staff, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff entered into on July 1, 2007 and to expire June 30, 2008 to be extended to December 31, 2008. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT


This is an Amendment to the Consulting Contract entered into between Med-Staff, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff on the 1st day of July, 2007.

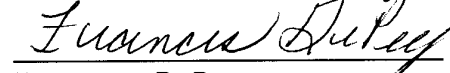
The contract is amended as follows: To be extended for the term from July 1, 2008 to December 31, 2008 at the same rate.

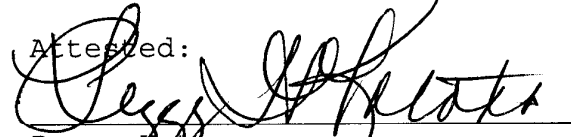
Approved this 18th day of June, 2008

Board of Commissioners
of the County of Lake


Gerry J. Scheub


Roosevelt Allen, Jr.


Frances DuPey

Attested:

Peggy Dalton,
Lake County Auditor

Order #25 Agenda #37

In the Matter of L.C. Sheriff – Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for analysis of certain business and medical records at the Lake County Jail related to services provided by Southlake Community Mental Health Center – Phase I in an amount not to exceed \$35,000.00.

Allen made a motion, seconded by DuPey, to approve the Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for analysis of certain business and medical records at the Lake County Jail related to services provided by Southlake Community Mental Health Center – Phase I in an amount not to exceed \$35,000.00. Motion passed 3-0.

Order #25 Agenda #37 (cont'd)

06/09/2008 10:03 3128577360

CROWE

PAGE 02/08

Crowe
Crowe Chizek and Company LLC
Member Horwath International

70 West Madison Street, Suite 700
Chicago, Illinois 60602-4903
Tel 312.599.7000
FAX 312.899.5300
www.crowechizek.com

August 3, 2007

Mr. John M. Kopack, Esquire
Attorney at Law
9111 Broadway, Suite GG
PO Box 10607
Merrillville, IN 46411

Re: Internal Investigation - Lake County Sheriff's Department Contract with SouthLake Community Mental Health Center

Dear Mr. Kopack:

This letter sets forth our understanding of the consulting services to be provided by Crowe Chizek and Company LLC ("Crowe Chizek") to you, as counsel for the Lake County Sheriff in the above referenced matter.

SERVICES

We understand that our consulting services are confined to an analysis of certain business and medical records at the Lake County Jail related to services provided by SouthLake Community Mental Health Center ("SouthLake") to the Lake County Jail and Sheriff's Department. We will begin our review by meeting with you and appropriate management of the Lake County Sheriff's Department as selected by you and your client. We will perform a review of a total of at least one month's data related to the services provided pursuant to the contract between the Sheriff's Department and SouthLake during the calendar years 2002 - 2006. However, if the data is readily accessible and can be easily analyzed, we anticipate analyzing up to a total of 12 month's data during the years 2002 - 2006.

Following our review of the documents that are made available to us by you, we will advise you as soon as possible, if additional documents are necessary in order to complete our analysis. We are also prepared to gather additional information by interviewing persons familiar with the services described in the Sheriff's contract with SouthLake. At the conclusion of our analysis, we will prepare a report of findings which may include recommendations for additional analysis. If and until you so request, our services will be those of a consultant and not a testifying expert. Should any litigation arise related to the contractual agreement between the Sheriff's Department and SouthLake, we will require a separate engagement agreement.

06/09/2008 10:03 3128577360

CROWE

PAGE 03/08

John M. Kopack, Esquire
August 2, 2007
Page 2

PRIVILEGE APPLICABLE

We will follow your written direction with respect to preserving confidentiality and work product privilege. However, it shall be your responsibility to defend any claims of privilege or confidentiality related to our work. Any applicable laws or legal principles, which should be considered by us in performing our analysis or developing a methodology to support our opinion, should be brought to our attention.

CONFLICTS OF INTEREST

Based upon an understanding of the parties to this matter, as disclosed by you, we have completed an initial review of our files for evidence of conflicts of interest. We are unaware that any exist. If a potential conflict arises, we will bring this to your attention in writing as soon as possible.

We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, provided that the engagement is not 1) adverse to your client and 2) substantially related to the subject matter of services we have provided to you and will not require disclosure of any of your client's confidential information. This advance waiver of conflicts includes controversies in which we may be engaged by a client who is adverse to you or another member of your firm or your other clients.

WORKPAPERS AND WORK PRODUCT

Please note that it is our practice to retain e-mails, written drafts of reports or other correspondence between Crowe Chizek, you, your client and/or any third party working with you in connection with this case. We also retain meeting notes and workpapers. However, some versions of documents may be overwritten and not maintained in original form.

All workpapers or other documents used by us during the course of this engagement will be maintained in segregated files. At the end of the engagement, you will have several options related to the documents or copies of documents that we do not need to retain in our files: (a) have us return all such documents to you; (b) authorize us to destroy them, or (c) direct us to store all or selected workpapers or documents, in which case your client will pay for storage. At the end of the engagement, please contact us regarding your desired disposition of documents. We reserve the right to destroy or delete the documents if there are no instructions from you within ninety (90) days of the completion of our assignment. If you want us to adopt a different policy or practice with respect to retention of documents please advise me in writing.

John M. Kopack, Esquire
August 2, 2007
Page 3

PROFESSIONAL STAFF

Our work in connection with this matter will be directed by Melinda Haag. They will be assisted by additional professional staff and industry experts, as required. Quality Assurance Executives will review any reports issued during the engagement.

FEEES

We anticipate based upon what our conversations with you and the data and information available to us, that this initial analysis will be completed in a 2 - 3 week time period. The range of fees we anticipate for the services described above are based on the amount of time expended by our personnel at hourly rates for this type of work plus reasonable expenses as incurred. Travel time between the hours of 8:00 a.m. and 6:00 p.m. will be billed at standard rates. We anticipate that this Phase I Analysis will cost between approximately \$31,000 and \$35,000 dollars. While we cannot provide an exact amount at this time, we will communicate with you regarding findings arising from our work, if any, and based upon these findings you may direct us to perform additional analysis or suspend work on under this engagement. Regardless, under no circumstance will the cost of the Phase I Analysis exceed \$35,000.00.

Billings for services requested and out-of-pocket expenses incurred will be submitted to you at least monthly or more frequently as matters dictate, and are due and payable on receipt. We will provide monthly invoices in summary fashion, supported by details of time and expense activity.

Services will be suspended until payment is received on invoices not paid timely. All invoiced fees must be paid prior to our issuance of reports or rendering of testimony. Our fees are not contingent for any reason, including the outcome of arbitration or litigation or our approval as experts or acceptance of our testimony by the Court.

RETAINER

A retainer of \$5,000 is required which will be applied to the final billing. This retainer is not intended to be an estimate for the total cost of work to be performed. We will ask your client to replenish or increase the retainer and your client will agree to do so if asked.

LIMITATION OF LIABILITY

The Lake County Sheriff's Department agrees to indemnify and hold Crowe Chizek, its Executives and employees harmless from all claims, including any third party claims or other liabilities, costs and expenses (including reasonable attorneys fees) incurred by reason of any action taken or omitted by us in good faith arising out of this engagement, except for matters judicially determined to be caused by the gross negligence or bad faith of Crowe Chizek. In no event will Crowe Chizek be liable for more than actual damages, or for punitive, multiple,

John M. Kopack, Esquire
August 2, 2007
Page 4

enhanced, incidental or consequential damages, even if we have been advised of the possibility of such damages. In any event, any liability of Crowe Chizek or its partners or employees shall be limited to no more than the fees paid Crowe Chizek for this engagement.

Any dispute arising under this agreement or relating to the services performed or to be performed by Crowe Chizek, including, but not limited to, disputes as to fees, the scope of the engagement, or professional malpractice, will be first submitted for non-binding mediation or alternative dispute resolution before litigation is filed.

RESPONSE TO LEGAL PROCESS

If Crowe Chizek is requested by subpoena, other legal process, or other proceedings to produce documents pertaining to this matter, or to testify, your client will reimburse Crowe Chizek for its professional time, plus out-of-pocket expenses, as well as reasonable attorneys' fees incurred in responding to such request.

CHOICE OF LAWS AND FORUM AND JURY WAIVER

This agreement shall be governed by the internal laws of the State of Illinois and any lawsuit filed with respect to this agreement or engagement shall be filed in the Circuit Court of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois, Eastern Division. The parties agree to waive a jury in the event of litigation.

AFFILIATION WITH HORWATH INTERNATIONAL

Crowe Chizek is wholly owned by Crowe Group LLP ("Crowe Group") and is a member of Horwath International Association, a Swiss association ("Horwath"). Each member firm of Horwath, including Crowe Chizek, is a separate and independent legal entity and is not owned or controlled by any other member of Horwath. Each member firm of Horwath is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Crowe Chizek, Crowe Group nor any of its affiliates are responsible or liable for any acts or omissions of Horwath or any other member firm of Horwath and hereby specifically disclaim any and all responsibility, even if Crowe Chizek, Crowe Group, or any of its affiliates are aware of such acts or omissions of another member of Horwath.

* * * * *

John M. Kopack, Esquire
August 2, 2007
Page 5

The above specifies the services we will perform and the terms of our engagement. If at any time you have questions regarding our services, please communicate with Marilee Hopkins at 312-899-7010.

Please acknowledge your agreement with the terms of this letter by signing and dating the enclosed original in the space provided. We understand that your client is responsible for the payment of our fees and that your client has indemnified us as described above. Accordingly, please have your client acknowledge our engagement by signing and dating the letter as well. Please return a signed original of this letter for our files.

We appreciate the opportunity to work with you on this important engagement.

Very truly yours,

Crowe Chizek and Company LLC

By: Mari C. Reidy
Mari C. Reidy
Executive
Melinda S. Haag
Melinda S. Haag
Executive

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPuy
Barrett Allen
James Schenck
APPROVED THIS DAY OF June 20 08

APPROVED AND ACCEPTED:

Approved by: [Signature]
John M. Kopack, Esq.

Date: 1/15/08

Accepted by: [Signature]
Rogelio Dominguez
Lake County Sheriff

Date: 1/15/08

Order #26 Agenda #38

In the Matter of L.C. Sheriff – Permission to purchase Twelve (12) used 2007 Mercury Grand Marquis from Enterprise Leasing Company in the amount of \$12,500.00 + \$200.00 per car for transfer/title paperwork for a total not to exceed \$152,400.00.

Allen made a motion, seconded by DuPey, to approve the request of the Sheriff's Department to purchase Twelve (12) used 2007 Mercury Grand Marquis from Enterprise Leasing Company in the amount of \$12,500.00 + \$200.00 per car for transfer/title paperwork for a total not to exceed \$152,400.00. Motion passed 3-0.

Order #27 Agenda #39

In the Matter of L.C. Sheriff – Permission to hold an auction in late August in the police garage for vehicles, computer equipment, office equipment, file cabinets, desks, etc.

Allen made a motion, seconded by DuPey, to approve the request of the Sheriff's Department to hold an auction in late August in the police garage for vehicles, computer equipment, office equipment, file cabinets, desks, etc. Motion passed 3-0.

Order #28 Agenda #34

In the Matter of L.C. Sheriff – Bids for Food, Bread, and Dairy Products for the period of July 1, 2008 to December 31, 2008.

Allen made a motion, seconded by DuPey, to allow the Sheriff's Department to not go with the low bidder due to delivery qualities and operations that are not acceptable for our needs. Motion passed 3-0.

Allen made a motion, seconded by DuPey, to allow the Sheriff's Department to go out on the open market for juice. Motion passed 3-0.

Order #29 Agenda #40

In the Matter of L.C. Sheriff – Consulting Contract entered into between Adrian Muhammad and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of September 1, 2007 to August 31, 2010 to be rescinded.

Allen made a motion, seconded by DuPey, to rescind the Consulting Contract entered into between Adrian Muhammad and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of September 1, 2007 to August 31, 2010. Motion to rescind passed 3-0.

Order #30 Agenda #41

In the Matter of L.C. Sheriff – Consulting Contract between Adrian Muhammad and the Board of Commissioners of the County of Lake on behalf of the Lake County Drug Free Alliance (DFA) (Sheriff) for the period of July 1, 2008 to August 31, 2010 to assist with planning, assessment and implementation of SPF-SIG Grant in an amount not to exceed \$24,000.00 per year at the rate of \$40.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between Adrian Muhammad and the Board of Commissioners of the County of Lake on behalf of the Lake County Drug Free Alliance (DFA) (Sheriff) for the period of July 1, 2008 to August 31, 2010 to assist with planning, assessment and implementation of SPF-SIG Grant in an amount not to exceed \$24,000.00 per year at the rate of \$40.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 1st day of July 1, 2008 effective from July 1, 2008 to August 31, 2010 by and between ADRIAN MUHAMMAD, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE (DFA) (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 following services:

CONTRACT CONSULTANT

- A. Consultant shall assist and advise and help with local evaluation, technical assistance, epidemiological analysis and writing, strategic planning, needs assessment and implementation of the STRATEGIC PREVENTION FRAMEWORK – STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG**" Grant) that is funded to prevent alcohol abuse among young people in Lake County. Consultant shall assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences:

ASSIST WITH PLANNING, ASSESSMENT AND IMPLEMENTATION OF SPF-SIG GRANT

- 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 Sheriff.
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-Four Thousand Dollars (\$24,000.00) per year for all services required herein at the rate of \$40.00 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. County may reimburse Consultant for some pre-approved expenses.

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.

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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, religion, color, national origin or sex, be excluded from participation, be denied due 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, voided 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 Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of it's elected or appointed officials or employees.
 - D. The Consultant 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.

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- 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).
- 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 Consultant 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

ADRIAN MUHAMMAD
 Gary, IN 46404
 (219) 743-3668
 FAX: (219)

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

THE BOARD OF COMMISSIONERS
 OF THE COUNTY OF LAKE

Roosevelt Allen, Jr.
 ROOSEVELT ALLEN, JR.

Gerry J. Schaub
 GERRY J. SCHUB

Frances DuPey
 FRANCES DUPEY

CONSULTANT

Adrian Muhammad
 ADRIAN MUHAMMAD

ATTEST

Peggy Kadona
 PEGGY KADONA,
 LAKE COUNTY AUDITOR

In the Matter of L.C. Sheriff – Consulting Contract between Key West Enterprises, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Drug Free Alliance (DFA) (Sheriff) for the period of July 1, 2008 to August 31, 2010 to assist with planning, assessment and implementation of SPF-SIG Grant in an amount not to exceed \$49,000.00 per year at the rate of \$40.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Key West Enterprises, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Drug Free Alliance (DFA) (Sheriff) for the period of July 1, 2008 to August 31, 2010 to assist with planning, assessment and implementation of SPF-SIG Grant in an amount not to exceed \$49,000.00 per year at the rate of \$40.00 per hour. Motion passed 3-0.

Order #31 Agenda #42 (cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 1st day of July effective from July 1, 2008 to August 31, 2010 by and between KEY WEST ENTERPRISES LLC, hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE (DFA) (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 following services:

CONTRACT CONSULTANT

- A. Consultant shall assist, advise, and help with strategic planning, needs assessment and implementation of the STRATEGIC PREVENTION FRAMEWORK –STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG**" Grant) that is funded to prevent alcohol abuse among young people in Lake County. Consultant shall assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences:

ASSIST WITH PLANNING, ASSESSMENT AND IMPLEMENTATION OF SPF-SIG GRANT

- 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 Sheriff.
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 Forty-Nine Thousand Dollars (\$49,000.00) per year for all services required herein at the rate of \$40.00 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. County may reimburse Consultant for some pre-approved expenses.

1

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.

2

- 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, religion, color, national origin or sex, be excluded from participation, be denied due 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, voided 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 Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of it's elected or appointed officials or employees.
 - D. The Consultant 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).
- 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 Consultant 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


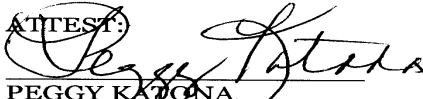
KEY WEST ENTERPRISES LLC
 10200 Florida Lane
 Crown Point, IN 46307
 (219) 310-8950
 FAX: (219) 310-8951

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


 ROOSEVELT ALLEN, JR.

 GERRY J. SCHEUB

 FRANCES DUPEY


 JOHN KEY, Director of Governmental Services
 KEY WEST ENTERPRISES LLC
 ATTEST:

 PEGGY KATONA,
 LAKE COUNTY AUDITOR

Order #32 Agenda #45

In the Matter of L.C. Community Corrections – Amendment #1/Renewal #1 to the Contract entered into on June 20, 2007 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for 2008/2009 for \$2,063,056.00.

Allen made a motion, seconded by DuPey, to approve the Amendment #1/Renewal #1 to the Contract entered into on June 20, 2007 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for 2008/2009 for \$2,063,056.00. Motion passed 3-0.

Amendment # 1 / Renewal # 1

This is an Amendment/ Renewal to the Contract entered into by and between the Indiana Department of Correction (hereinafter referred to as "State") and the Board of Commissioners and Auditor of **Lake County** (hereinafter referred to as "Grantee") dated **July 1, 2007**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

The purpose of this amendment/ renewal is to award the additional grant amount of **\$2,063,056.00** to **Lake County** as laid out in Exhibit (B-1).

The existing, *Information Technology Accessibility Standards, Monitoring Reviews by the State, Payment of Grant Funds by the State, and Project Budget and Budget Modification* clauses are amended as follows:

Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Grantee shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Grantee specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Grantee fails to cure a breach of this provision within a reasonable time.

Monitoring Reviews by the State.

The Department may conduct an on-site monitoring review of the project. Such monitoring review will document the following:

- A. Whether project activities are consistent with those set forth in Exhibit A, the grant applications, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Exhibit B and B-1, attached hereto and incorporated herein.
- C. A detailed listing of all project costs by project budget line item which are accrued yet unpaid, if any.

A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

Payment of Grant Funds by the State.

The payment of this Grant by the Department to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
 - B. All the evidentiary materials required by Exhibits A, B and B-1, attached hereto and incorporated herein, must be submitted to and approved by the Department.
 - C. Any other grant conditions as specified in Exhibit A, B and B-1 must be met to the Department's satisfaction.
 - D. The Department may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the Department's determination that the Grantee's performance to date conforms with the project as approved, notwithstanding any other provision of this Grant Agreement.
-

- E. If advance payment of a portion of the grant funds is permitted by statute, and the Department agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide the Department with a reconciliation of those expenditures.
- F. The Grantee shall submit to the Department written progress reports until the completion of the project. These reports shall be submitted on a monthly basis. These reports must detail progress made toward the completion of the project described in Exhibit A.
- G. If the grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant Agreement, pursuant to Paragraph 4 of the Grant, the Department may promptly conduct an on-site monitoring of the project and complete a project monitoring report as described in Paragraph 4 of this Grant Agreement.
- H. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the Department to impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State of Indiana's satisfaction. Sanctions may also include repayment of all Department funds expended that are not in the scope of this project or the budget.
- I. All payments shall be made in arrears in conformance with the Department's fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.
- J. Department agrees to pay to Grantee a grant amount not to exceed the amount of the agreement provided that same shall be reduced in accordance with any charges made pursuant to IC 11-12-2-9, as amended, in the following manner:
1. The grant shall be divided by the number of months in the grant period. Said funds shall be paid monthly in arrears, as prescribed by Department pursuant to IC 11-12-2-9, as soon as the regular fiscal procedures of the State of Indiana shall permit. The Department may not advance more than twenty-five percent (25%) of the amount of the grant. The Department shall only distribute those funds necessary to fund the Community Corrections plan.
 2. The per diem used in calculating any reduction in grant amount provided by IC 11-12-2-9 shall be calculated by the State Board of Accounts in accordance with the statute.
 3. All claims for payment hereunder shall be certified to the Department by the Auditor of the County.
 4. All grant payments shall be made payable to the Auditor of the County.

Project Budget and Budget Modification.

The approved project budget is set forth as Exhibit B and B-1 of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the budget, without the prior written consent of a duly authorized representative of the Department, nor shall the project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the Department.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated **July 1, 2007** to include the above named amendment. The contract term shall commence on **July 1, 2007** and shall terminate on **June 30, 2009**.

Total amount of this action is **\$2,063,056.00**. Total remuneration of this contract is not to exceed **\$4,126,112.00**.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

The rest of this page is left blank intentionally.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Indiana Department of Correction

J. David Donahue, Commissioner

Date: _____

Indiana Department of Administration:

Carrie Henderson, Commissioner

Date: _____

Indiana State Budget Agency:

Christopher Ruhl, Director

Date: _____

Approved as to Form & Legality:
Office of the Attorney General:

Stephen Carter, Attorney General

Date: _____

The Board of County Commissioners:

County Commissioner:

Print or Type

Gerry Scheub

Signature

Date: _____

County Commissioner:

Print or Type

Roosevelt Allen

Signature

Date: _____

County Commissioner:

FRANCES DUPEY

Print or Type

Frances DuPey

Signature

Date: 6-18-08

Auditor of County:

Peggy Katona

Print or Type

PEGGY H. KATONA

Signature

County: Lake

Date: 6-18-08

Order #33

In the Matter of Community Corrections

The Board with their Attorney, the Sheriff with his Staff, and Judge Stefaniak along with Staff and Director of Operations, Mark Murphy, discuss the requests of Community Corrections as it relates to immediate space needed to comply with the State in order to receive funding.

Allen made a motion, seconded by DuPey, to approve the recommendation to start renovation right way with immediate access to the (Kimbrough) house, suite and the area above LADOS. Motion passed 3-0.

Order #34 Agenda #46

In the Matter of L.C. Surveyor – Request for Release of Monument Bond in the form of a Letter of Credit in the amount of \$50,000.00 for Thornmeadow Phase 2.

Allen made a motion, seconded by DuPey, to approve the Surveyor's request for Release of Monument Bond in the form of a Letter of Credit in the amount of \$50,000.00 for Thornmeadow Phase 2. Motion passed 3-0.

RELEASE

WHEREAS, a MONUMENT BOND in the form of a LETTER OF CREDIT from DEV. SURETY & INDE. CO. was filed in the sum of FIFTY THOUSAND Dollars (\$ 50,000.00 for improvements in THORNMEADOW PHASE 2 Subdivision.

Therefore, the Board of Commissioners of the County of Lake does hereby release said Bond in the form of a LETTER OF CREDIT in the sum of FIFTY THOUSAND DOLLARS Dollars (\$ 50,000.00) effective this date.

DATED 18TH DAY OF JUNE, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order #35 Agenda #47

In the Matter of L.C. Juvenile Court – Amendment to the Consulting Contract entered into on June 20, 2007 between Campagna Academy and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of July 1, 2007 to June 30, 2008 to be extended to December 31, 2008 in an amount not to exceed \$87,500.00 at the rate of no more than \$9,819.00 per family.

DuPey made a motion, seconded by Allen, to approve the Amendment to the Consulting Contract entered into on June 20, 2007 between Campagna Academy and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of July 1, 2007 to June 30, 2008 to be extended to December 31, 2008 in an amount not to exceed \$87,500.00 at the rate of no more than \$9,819.00 per family. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

This is an Amendment to the Consulting Contract entered into between Campagna Academy and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections on the 20th day of June, 2007.

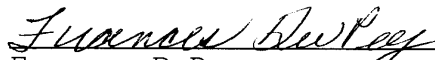
The contract is amended as follows: To be extended for the term from July 1, 2008 to December 31, 2008 in an amount not to exceed \$87,500.00 at the rate of no more than \$9,819.00 per family.

Approved this 18th day of June, 2008

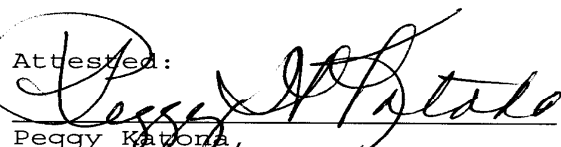
Board of Commissioners
of the County of Lake


Gerry J. Schaub


Roosevelt Allen, Jr.


Frances DuPey

Attested:


Peggy Kavona,
Lake County Auditor

Order #36 Agenda #48

In the Matter of L.C. Juvenile Court – Amendment to the Consulting Contract entered into on June 20, 2007 between the Indiana Juvenile Justice Task Force and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of July 1, 2007 to June 30, 2008 to be extended to December 31, 2008 in an amount not to exceed \$137,500.00 at the rate of no more than \$9,300.00 per family.

DuPey made a motion, seconded by Allen, to approve the Amendment to the Consulting Contract entered into on June 20, 2007 between the Indiana Juvenile Justice Task Force and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of July 1, 2007 to June 30, 2008 to be extended to December 31, 2008 in an amount not to exceed \$137,500.00 at the rate of no more than \$9,300.00 per family. Motion passed 3-0.

Order #36 Agenda #48 (cont'd)

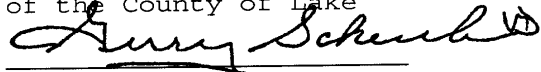
CONSULTING CONTRACT AMENDMENT

This is an Amendment to the Consulting Contract entered into between the Indiana Juvenile Justice Task Force and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections on the 20th day of June, 2007.

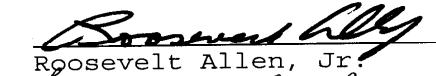
The contract is amended as follows: To be extended for the term from July 1, 2008 to December 31, 2008 in an amount not to exceed \$137,500.00 at the rate of no more than \$9,300.00 per family.

Approved this 18th day of June, 2008

Board of Commissioners
of the County of Lake



Gerry J. Scheub

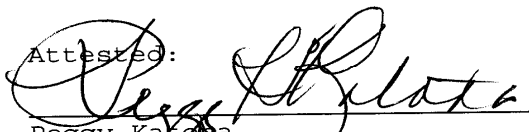


Roosevelt Allen, Jr.



Frances DuPey

Attested:



Peggy Katoa,
Lake County Auditor

Order #37 Agenda #57

In the Matter of L.C. Plan Commission – Performance Bond Release and Acceptance Letter of Credit #2005033103-201 in the amount of \$6,495.34 for Stacey's Addition.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond Release and Acceptance Letter of Credit #2005033103-201 in the amount of \$6,495.34 for Stacey's Addition. Motion passed 3-0.

RELEASE

WHEREAS, Captiva Development, LLC has on the 15th day of August 2007 filed a PERFORMANCE BOND (in the form of Letter of Credit #2005033103-201) issued by First Midwest Bank in the amount Six Thousand Four Hundred Ninety Five and 34/100 Dollars (\$6,495.34) for required improvements to Stacey's Addition.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount Six Thousand Four Hundred Ninety Five and 34/100 Dollars effective this date.

Dated 18th day of June, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, JR., COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

Order #37 Agenda #57 (CONT'D)

LAKE COUNTY PLAN COMMISSION

DATE: May 13, 2008
SUBDIVISION: Stacey's Addition
BONDING COMPANY: First Midwest Bank
PETITIONER: Captiva Development LLC

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

TOTAL: \$6,495.34

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 18TH DAY OF JUNE, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

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

PEGGY KATONA, AUDITOR

Order #37 Agenda #58

In the Matter of L.C. Plan Commission – Performance Bond Release and Acceptance Letter of Credit #2005033103-202 in the amount of \$7,304.50 for Stacey's Addition.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond Release and Acceptance Letter of Credit #2005033103-202 in the amount of \$7,304.50 for Stacey's Addition. Motion passed 3-0.

RELEASE

WHEREAS, Captiva Development, LLC has on the 15th day of August 2007 filed a PERFORMANCE BOND (in the form of LOC #2005033103-202) issued by First Midwest Bank in the amount of Seven Thousand Three Hundred Four and 50/100 Dollars for required improvements to Stacey's Second Addition.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount of Four Thousand Four Hundred Thirty and 00/100 Dollars effective this date.

Dated 18th day of June, 2008

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

LAKE COUNTY PLAN COMMISSION

DATE: May 13, 2008
SUBDIVISION: Stacey's Addition
BONDING COMPANY: First Midwest Bank
PETITIONER: Captiva Development LLC

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

TOTAL: \$7,304.50

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 18TH DAY OF JUNE, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

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

PEGGY KATONA, AUDITOR

Order #37 Agenda #59

In the Matter of L.C. Plan Commission – Performance Bond Acceptance in the amount of \$3,758.00 for Mariam Acres.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond Acceptance in the amount of \$3,758.00 for Mariam Acres. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 4, 2008

SUBDIVISION: Mariam Acres

BONDING COMPANY: Safeco

PETITIONER: Mariam Farjah, PhD and My Parent's Villa, LLC

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

TOTAL: \$3,758.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 18TH DAY OF JUNE, 2008

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN, JR., COMMISSIONER
FRANCES DuPEY, COMMISSIONER
GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #38 Agenda #60

In the Matter of L.C. Data Processing – Amendment to Service Agreement entered into on June 15, 2005 between Link2gov Corp. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing to extend to June 15, 2011.

Allen made a motion, seconded by DuPey, to approve Data Processing's Amendment to Service Agreement entered into on June 15, 2005 between Link2gov Corp. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing to extend to June 15, 2011 for the payment of property taxes with a credit card via the internet. Motion passed 3-0.

Order #39 Agenda #52

In the Matter of L.C. Fairgrounds – Proposals – Design and Engineering Services for the Fancher Lake Improvement Project.

This being the day, time, and place for the receiving of proposals for Design and Engineering Services for the Fancher Lake Improvement Project for L.C. Fairgrounds, the following proposals were received:

The Arsh Group, Inc. \$15, 430.00

DuPey made a motion, seconded by Allen, to accept the recommendation of the Fairgrounds Superintendent to award The Arsh Group, Inc. with \$15,430.00 for Design and Engineering Services for the Fancher Lake Improvement Project. Motion to award passed 3-0.

Order #40 Agenda #53

In the Matter of L.C. Fairgrounds – Seek Proposals – New Aluminum Soffitt, Fascia, Gutters and Downspouts for the Main Restroom.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Lake County Fairgrounds for New Aluminum Soffitt, Fascia, Gutters and Downspouts for the Main Restroom and order same to be returned by Wednesday, July 16, 2008 by 9:30 am. Motion passed 3-0.

Maris Roofing Company, Inc.

Precision Builders, Inc.

Superior Roofing

Order #41 Agenda #54

In the Matter of L.C. Fairgrounds – Request for establishment of Late Fee Schedule.

NAT.

Order #42 ADD Agenda #54A

In the Matter of L.C. Fairgrounds – Board of Commissioners of the County of Lake Resolution as required by the Indiana Department of Environmental Management concerning Waste Tire Management Fund Grant Program.

DuPey made a motion, seconded by Allen, to approve the Resolution No. 2008-09, Board of Commissioners of the County of Lake Resolution as required by the Indiana Department of Environmental Management concerning Waste Tire Management Fund Grant Program.

Order #42 ADD Agenda #54A (cont'd)

RESOLUTION No. 2008-09**Board of Commissioners of the County of Lake Resolution as required
by the Indiana Department of Environmental Management
concerning the Waste Tire Management Fund Grant Program**

Whereas; waste reduction, beneficial reuse of materials, recycling of materials, and the purchase of recycled-content products were identified in the Lake County Solid Waste Management District Solid Waste Management Plan (revised 1993) as effective and efficient strategies for reducing the amount of municipal solid waste (MSW) sent to landfills; and

Whereas; the Board of Commissioners of the County of Lake is interested in developing a recreational patio overlooking Fancher Lake at the historic Lake County Fairgrounds in Crown Point, Indiana; and

Whereas; the Board of Commissioners of the County of Lake has determined that the utilization of a rubberized recreational surface, derived from recycled waste tires, is an appropriate substitute for a mulch or gravel recreational surface; and

Whereas; the Indiana Department of Environmental Management provides Waste Tire Management Fund Grants to Indiana municipalities, schools and businesses to partially finance the material cost and installation of recreational surface treatments derived from recycled waste tires; and

Whereas; the Indiana Department of Environmental Management requires all applicants to make certain assurances as a condition of seeking Waste Tire Management Fund Grant funding; and

Whereas; Waste Tire Management Fund Grant program applicants are required to express these assurances in the form of a resolution that must be provided as an attachment to the final Waste Tire Management Fund Grant application.

Now, Therefore be it Resolved, the Board of Commissioners of the County of Lake does hereby:

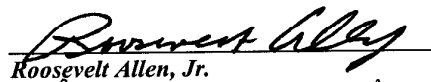
- (1) Authorize the staff to submit an application to the Indiana Department of Environmental Management Waste Tire Management Fund Grant program seeking up to \$30,000 to partially finance the development of a recreational patio overlook at the Lake County Fairgrounds utilizing a recreational surface derived from recycled waste tires; and*
- (2) Commit to provide a combination of cash and "in-kind" resources in an amount equal to the grant award to serve as the local match to finance project expenses not funded by the Waste Tire Management Fund Grant; and*
- (3) Commit to contribute the personnel and other "in-kind" resources necessary to ensure the continued maintenance and operation of the recreational patio overlook beyond the grant period; and*
- (4) Agree to accomplish grant-funded purchases and activities within the twelve (12) month grant period; and*
- (5) Agree to comply with the reporting requirements associated with a successful Waste Tire Management Fund Grant application.*

Approved this 18th day of June, 2008.

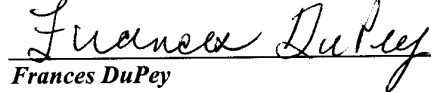
Board of Commissioners
of the County of Lake



Gerry J. Scheub

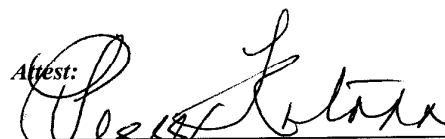


Roosevelt Allen, Jr.



Frances DuPey

Attest:



Peggy Katoja
Lake County Auditor

Order #43 Agenda #55

In the Matter of L.C. Assessor – Amendment to the Consulting Contract entered into on October 17, 2007 between The Forrester Group and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor in an amount not to exceed \$200,000.00.

Allen made a motion, seconded by Scheub, to approve the Amendment to the Consulting Contract entered into on October 17, 2007 between The Forrester Group and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor in an amount not to exceed \$200,000.00. Motion passed 2-1, DuPey abstain.

Order #43 Agenda #55 (cont'd)

AMENDMENT TO CONSULTING CONTRACT

THIS AMENDMENT TO CONSULTING CONTRACT, entered into this 18th day of January, 2008 effective as the date hereof, by and between THE FORRESTAL GROUP (hereinafter called "Consultants") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR (hereinafter called "County").

WITNESSETH

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

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

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

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

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

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

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

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

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

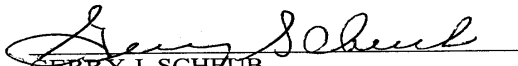
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

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

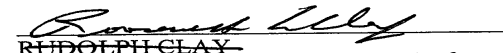
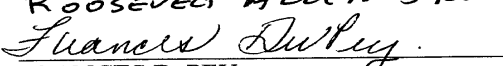
IN WITNESS WHEREOF, the County and the Consultant have executed this Amendment to the Consulting Contract as of the first date written above.


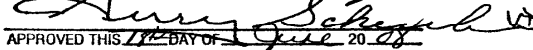
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

THE FORRESTAL GROUP, INC.


GERRY J. SCHUB


EUGENE STUARD, PRESIDENT


RUDOLPH CLAY
ROOSEVELT ALLEN SR.

FRANCES DUPEY

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


APPROVED THIS 18th DAY OF June 20 08

Order #44 Agenda #56

In the Matter of L.C. Assessor – Business Personal Property Audit Services Contract Addendum between Tax Management Associates, Incorporated and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor in the following amounts: A. Classification A - \$1 - \$19,999 – Fee \$100; B. Classification B - \$20,000 - \$49,999 – Fee \$200.00; C. Classification C - \$50,000.00 and Greater – Fee \$350.00.

DuPey made a motion, seconded by Allen, to table this item. Motion passed 3-0.

Order #45 Agenda #62A

In the Matter of E-9-1-1 Lake County Fire Chief's Association, Inc. - \$20,000.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Fire Chief's Association, Inc. E-9-1-1 request in the amount of \$20,000.00. Motion passed 3-0.

Order #46 Agenda #62B

In the Matter of E-9-1-1 Lake County Emergency Management request - \$5,500.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Emergency Management's E-9-1-1 request in the amount of \$5,500.00. Motion passed 3-0.

Order #47 Agenda #62C

In the Matter of E-9-1-1 Highland Police Department request - \$22,389.00.

Allen made a motion, seconded by DuPey, to approve Highland Police Department's E-9-1-1 request - \$22,389.00. Motion passed 3-0.

Order #48 Agenda #62D

In the Matter of E-9-1-1 Shelby Fire Department request - \$9,937.00.

Allen made a motion, seconded by DuPey, to approve Shelby Fire Department's E-9-1-1 request in the amount of \$9,937.00. Motion passed 3-0.

Order #49 Agenda #62E

In the Matter of E-9-1-1 Addendum #13 to Enhanced 9-1-1 Service Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated ("AT&T) entered into on December 6, 2001 for single payment option \$7,600.00.

Allen made a motion, seconded by DuPey, to approve the Addendum #13 to Enhanced 9-1-1 Service Agreement between SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of Indiana Bell Telephone Company, Incorporated ("AT&T) entered into on December 6, 2001 for single payment option \$7,600.00. Motion passed 3-0.

Order #50

Allen made a motion, seconded by DuPey, to allow Jim Bennett's request to represent the Board of Commissioners down State in regard to 9-1-1 charges to stay at .39 and not increase to \$1.00. Motion passed 3-0.

Order #51 Agenda #64

In the Matter of Board of Commissioners – Consulting Contract Amendment to the Agreement entered on January 16, 2008 with Jewell Harris Jr. for an additional \$10,000.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to table this item. Motion passed 3-0.

Order #52 Agenda #65

In the Matter of Board of Commissioners – Change Order concerning the Renovation of Judge Tavitas' Courtroom.

Allen made a motion, seconded by DuPey, to approve the change order concerning the Renovation of Judge Tavitas' Courtroom from P & S Construction. Motion passed 3-0.

Order #53 Agenda #8 & #9

In the Matter of Building Manager – Seek Proposals - for a Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House and for an Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House.

Allen made a motion, seconded by DuPey, to take both Items 8 & 9 off table. Motion passed 3-0.

Order #54 Agenda #8

In the Matter of Building Manager –Proposals - Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House.

This being the day, time, and place for the receiving of proposals for a Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House under the Building Manager, the following proposals were received:

Hammond Fence Co. \$3,550.00

Order #54 Agenda #8 (cont'd)

Allen made a motion, seconded by DuPey, to take the above proposals under advisement and refer to the Building Manager for further review and tabulation. Motion passed 3-0.

Order #54 Agenda #9

In the Matter of Building Manager –Proposals - Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House.

This being the day, time, and place for the receiving of proposals for an Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House under the Building Manager, the following proposals were received:

Sewney Electric \$23,250.00

Allen made a motion, seconded by DuPey, to take the above proposals under advisement and refer to the Building Manager for further review and tabulation. Motion passed 3-0.

Order #55

Allen made a motion, seconded by DuPey, to ratify the specifications for the Building Manager to Seek Proposals - for a Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House *and* for an Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House. Motion to ratify passed 3-0.

Order #56 Agenda #66

In the Matter of L.C. Board of Commissioners – Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Update No. 1.

DuPey made a motion, seconded by Allen, to make a matter of public record the Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Update No. 1. Motion passed 3-0.

Order #57 Agenda #67

In the Matter of L.C. Board of Commissioners – Intergovernmental Agreement between the Civil City of Hammond, by its Board of Public Works and Safety and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department for the operation of a satellite Lake County Health Office in Hammond during the years 2008 & 2009.

DuPey made a motion, seconded by Allen, to approve the Intergovernmental Agreement between the Civil City of Hammond, by its Board of Public Works and Safety and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department for the operation of a satellite Lake County Health Office in Hammond during the years 2008 & 2009. Motion passed 3-0.

**Intergovernmental Agreement Between the
Civil City of Hammond, by its Board of Public Works and Safety and
The Lake County Commissioners and its Board of Health**

This Agreement to exchange services is made pursuant to I.C. 36-1-7-12 and entered into on this 5th day of June, 2008, by and between the Civil City of Hammond, by its Board of Public Works and Safety and the Lake County Board of Commissioners, and its Board of Health.

WHEREAS, the City of Hammond is a municipal corporation and second class city organized pursuant to Indiana Code 36-4-1-1 and has the statutory authority to enter intergovernmental agreements with other governmental bodies; and

WHEREAS, the Lake County Board of Commissioners and its Board of Health are also bodies corporate and politic organized pursuant to Indiana Code 36-2-2-2 with a duly established County Health Department established pursuant to I.C. 16-20-2-2; and

WHEREAS, The City of Hammond, is the owner of a building physically located within the municipal boundaries of Hammond, with the common address of 649 Conkey Street, Hammond, Lake County Indiana, 46324; and

WHEREAS, this location was the former location of the City of Hammond Health Department, and is fully furnished and suitable for use as a satellite County Health Department; and

WHEREAS, the Hammond City Council eliminated the City of Hammond Health Department from the 2008 budget, and eliminated by Ordinance the Hammond Health Board, which transfers jurisdiction of City Health and inspection matters to Lake County and its Board of Health; and

WHEREAS, the City of Hammond has in its possession certain mosquito spraying equipment previously operated by representatives of the former Hammond health Department; and

WHEREAS, the Lake County Commissioners have agreed to, and desire to, operate a satellite Lake County Health office in Hammond during the years 2008 & 2009, and are in need of a furnished and suitable location for such an

operation; and

WHEREAS, the City of Hammond, by its Board of Public Works and Safety wishes to agree to an exchange of services and permit the Lake County Commissioners and Lake County Health Board to use the existing equipment and facilities at the 649 Conkey Street location, in Hammond, along with the mosquito spraying equipment; and

NOW THEREFORE in furtherance, the parties agree to the following:

1. That the recitals are incorporated herein as if set forth at length.
2. That the Hammond Board of Public Works and Safety agrees to an exchange of services between itself and the Lake County Board of Commissioners, by its Board of Health, for the benefit of the citizens of Lake County and in the interests of consolidation.
3. That the City of Hammond, in 2008 & 2009, will grant full access, use, control and possession of the Health Clinic portion of 649 Conkey Street, Hammond, Lake County, Indiana to the County Health Department.
4. That the City of Hammond will grant full access, use and control of all equipment, phone lines, computers, furnishing, supplies and fixtures of that office and will allow the Lake County Commissioners, by its Board of Health to possess and utilize such items for the purposes of operating a satellite Lake County Health Office.
5. That the City of Hammond will be responsible for all maintenance and repairs inside and outside of the facility, and will maintain adequate utilities and security at that facility to insure its unhindered and professional operation.
6. That the City of Hammond will grant full use and control of its mosquito spraying equipment and chemicals to the Lake County Commissioners for treatment and control of mosquitos in the City of Hammond.
7. The Lake County Board of Commissioners agrees to use the 649 Conkey Street facilities as a satellite Health Office and provide and

supply adequate staff for that purpose, subject to all necessary approvals by the Lake County Board of Commissioners.

8. This intergovernmental agreement for exchange of services is for the calendar years 2008 & 2009, but may be extended or modified by agreement of the parties.
9. This document represents the full agreement of the parties, however, should any portion be deemed invalid, such invalidity shall not affect the remainder of the agreement.

IN WITNESS WHEREOF, the Board of Public Works and Safety and Lake County Board of Commissioners have entered into the above and foregoing Agreement as of the day and year first above written.

City of Hammond by its Board of Public Works and Safety:

BY: William Joseph O'Connor
William Joseph O'Connor, President

Attest: Doreen Laviolette

Date: JUNE 5, 2008

Lake County Board of Commissioners:

Frances DuPey
Frances DuPey

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Scheub
Gerry J. Scheub, President

Attest: Peggy A. [Signature]

Date: 6-20-08

Order #58 Agenda #68

In the Matter of L.C. Board of Commissioners – Memo from Jim Hughes concerning Commissioners Certificate Sale for July/August.

DuPey made a motion, seconded by Allen, to approve the Commissioners Certificate Sale for July/August. Motion passed 3-0.

Order #59 ADD Agenda #68A

In the Matter of L.C. Board of Commissioners – North Township Assessors Office.

Allen made a motion, seconded by DuPey, to approve the Notice to Landlord of Termination of Lease. Motion passed 3-0.

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

Allen made a motion, seconded by DuPey, to approve an Emergency authorization of painting and repairs, moving expenses, and moving of utility lines. Motion passed 3-0.

Order #59 ADD Agenda #68B

In the Matter of Consulting Contract between Polet Construction and the Board of Commissioners of the County of Lake on behalf of the North Township Assessor for improvements to the Facility located at 7150 Indianapolis Blvd., Hammond, Indiana in an amount not to exceed \$20,000.00.

Allen made a motion, seconded by DuPey, to approve an Emergency authorization of the Consulting Contract between Polet Construction and the Board of Commissioners of the County of Lake on behalf of the North Township Assessor for improvements to the Facility located at 7150 Indianapolis Blvd., Hammond, Indiana in an amount not to exceed \$20,000.00. Motion passed 3-0.

(ALL DOCUMENTS ON FILE SEE "FILE")

Order #60 ADD Agenda #68C

In the Matter of Superior Court Civil Division Room 4 – Security Locks.

DuPey made a motion, seconded by Allen, to approve Security Locks for Superior Court Civil Division Room 4 – Judge Svetenoff. Motion passed 3-0.

Order #61 ADD Agenda #68D

In the Matter of Bond Revocation, Contractor Bond #14826425.

Allen made a motion, seconded by DuPey, to approve the Bond Revocation, Contractor Bond #14826425. Motion passed 3-0.

Order #62 Agenda #69

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, November 21, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, November 21, 2007. Motion passed 3-0.

Order #62 Agenda #70

In the Matter of Lake County Expense Claims to be allowed on Wednesday, June 18, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, June 18, 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.

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

Order #62 Agenda #71

In the Matter of Service Agreements

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

CHESTER TECHNOLOGIES
VAN AUSDALL & FARRAR
MARSHALL II ENTERPRISES/ALPINE VALLEY WATER

Order #62 Agenda #72

In the Matter of Poor Relief Decisions

Allen made a motion, seconded by DuPey, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0.

Jean Parks	Denied for appellant's failure to appear
Robert White	Denied for appellant's failure to appear
Tiffany Long	Denied for appellant's failure to appear
Willie Pippins	Denied for appellant's failure to appear
John Hopkins	Denied for appellant's failure to appear
Darrell Moore	Denied
Virginia Winston	Denied for appellant's failure to appear

Lorene Thorpe	Denied for appellant's failure to appear
Charles Carter	Denied for appellant's failure to appear
April Crump	Denied for appellant's failure to appear
Jimmie Johnson	Denied for appellant's failure to appear
Rosetta Aarron	Denied
Michael Thiel	Denied for appellant's failure to appear
Katie Metcalf	Denied for appellant's failure to appear
Irma Taylor	Denied for appellant's failure to appear
William Newsom	Denied for appellant's failure to appear
James Wendell	Denied for appellant's failure to appear
Morris Evans	Denied for appellant's failure to appear
Regina Jenkins	Denied for appellant's failure to appear
Jarome Davis	Denied for appellant's failure to appear
Catherine Hill	Denied for appellant's failure to appear
Ronda Hines	Approved
James Miller	Approved on condition
Ralph Green	Approved
Leshenna Moore	Approved
Antonea Bowman	Approved
Gale Levin	Approved
Yolanda Morris	Approved
Janet Congress	Approved
Donalda Webber	Approved
Prentis Sanders	Approved on condition
Candi Manning	Approved
Kenneth Givens	Approved
Michelle Jones	Approved
Lavetter Littles	Approved
Joyce Hudak	Approved
Victoria Sutton	Approved
Jerome Davis	Approved
Jerome Davis	Approved
Natasha Johnson	Approved
LaTonya Johnston	Approved
Charles Williams	Approved
Roxane Calloway	Approved
Trina Walker	Approved
Ebony Rogers	Approved on condition
Danielle Hudson	Approved
Calvin Wheatley	Approved
Isaac Walker	Approved

Order #63 Agenda #75

In the Matter of L.C. Council Ordinances – Ordinance No 1223A-1.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No 1223A-1, Ordinance Amending Ordinance No. 1223A, The Ordinance Distributing State Tobacco Lawsuit Settlement Funds. Motion passed 3-0.

ORDINANCE NO. 1223A-1

**ORDINANCE AMENDING ORDINANCE NO. 1223A, THE
ORDINANCE DISTRIBUTING STATE TOBACCO LAWSUIT SETTLEMENT FUNDS**

WHEREAS, that on January 8, 2002, the Lake County Council adopted Ordinance No. 1223A, the Ordinance Distributing State Tobacco Lawsuit Settlement Funds; and

WHEREAS, the Lake County Council now desires to amend said Ordinance No. 1223A.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1223A, the Ordinance Distributing State Tobacco Lawsuit Settlement Funds is now amended as follows:

DELETE:

That the Gary, Hammond, East Chicago and Lake County Boards of Health shall receive an allocation of funds from the State of Indiana from the Tobacco Lawsuit Settlement by the percentage of population served by the respective Boards as follows:

- | | | |
|----|------------------------------|---------|
| 1. | Lake County Board of Health | 54.968% |
| 2. | Gary Board of Health | 21.204% |
| 3. | Hammond Board of Health | 17.139% |
| 4. | East Chicago Board of Health | 6.689% |

INSERT:

That the Gary, East Chicago and Lake County Boards of Health shall receive an allocation of funds from the State of Indiana from the Tobacco Lawsuit Settlement by the percentage of population served by the respective Boards as follows:

- | | | |
|----|------------------------------|---------|
| 1. | Lake County Board of Health | 72.107% |
| 2. | Gary Board of Health | 21.204% |
| 3. | East Chicago Board of Health | 6.689% |

SO ORDAINED THIS 10TH DAY OF JUNE, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD
Thomas O'Donnell
THOMAS O'DONNELL
Ted F. Belski
TED F. BELSKI

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 DuPuy
Henry Scheuch
Roger Kelly
APPROVED THIS 10th DAY OF June 2008

Order #63 Agenda #75

In the Matter of L.C. Council Ordinances – Ordinance No 1285B-4.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No 1285B-4, An Ordinance Amending Ordinance No. 1285-B, Lake County Human Resources Manual. Motion passed 3-0.

2

ORDINANCE NO. 1285B-4

**AN ORDINANCE AMENDING ORDINANCE 1285-B
LAKE COUNTY HUMAN RESOURCES MANUAL**

WHEREAS, on March 13, 2007, the Lake County Council adopted the Lake County Human Resources Manual, Ordinance No. 1285-B (Lake County Code Sec. 32); and

WHEREAS, the Lake County Council now desires to amend Ordinance No. 1285-B to include early retirement plan options.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

Section 4., Employee Benefits of the Lake County Human Resource Manual adopted as Ordinance No. 1285-B is hereby amended by adding the following sections, to-wit:

INSERT: (NEW)

Early Retirement Plan Options.

A. Notwithstanding the above section (Health Insurance Upon Retirement) eligible employees who retire on or before December 31, 2008, may select one of the following options to continue health insurance benefits:

Option 1: Active full-time employees age 65 and over and Medicare eligible with a minimum of five years of continuous full-time service with the County may retire and receive health benefits at the same cost as active employees for a term of five years. Employees who retire under this option shall receive a stipend equal to the cost of Medicare at a maximum total not to exceed \$96.40 per month. This option would not impact the employee's eligibility or ineligibility for PERF.

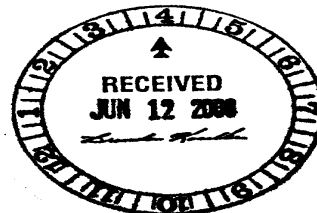
Option 2: Active full-time employees age 65 and over and Medicare eligible with a minimum of five years of continuous full-time service with the County may retire and return in a part-time status at an hourly rate equal to their full-time hourly compensation, not to exceed 24 hours per week.

B. Retirement options open July 1, 2008 and continue through December 31, 2008. Early retirement option applicants must file with the Human Resources Department (Insurance Dept.) not later than August 29, 2008 to qualify. Employees must also be enrolled in the Lake County Employees Group Health Insurance Plan and

currently receiving benefits to qualify. The Lake County Council reserves the right to eliminate all positions vacated due to early retirement.

C. Eligible employees are those paid out of tax based funds and that employees under Collective Bargaining Agreements are not eligible employees.

SO ORDAINED THIS 10th DAY OF JUNE, 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
Harry Schuch

APPROVED THIS 11th DAY OF JUNE, 2008

Order #63 Agenda #75

In the Matter of L.C. Council Ordinances – Ordinance No 1294A-4.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No 1294A-4, An Ordinance Amending The Part-Time Employees Ordinance, Ordinance No. 1294A. Motion passed 3-0.

ORDINANCE NO. 1294A-4

**ORDINANCE AMENDING THE PART-TIME EMPLOYEES
ORDINANCE, ORDINANCE NO. 1294A**

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

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Section II. of the Ordinance be amended as follows:

DELETE:

SECTION II. All part-time employees not covered by the following list shall be paid a minimum rate of \$5.15 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a minimum rate of \$5.15 per hour, not to exceed a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals.

INSERT:

SECTION II. All part-time employees not covered by the following list shall be paid a minimum rate of \$5.85 per hour to July 23, 2008, from July 24, 2008 to July 24, 2009 the minimum rate is \$6.55 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a minimum rate of \$5.85 per hour through July 23, 2008, effective July 24, 2008 to July 24, 2009 a minimum rate of \$6.55 not to exceed a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual

officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals.

SO ORDAINED THIS 10th DAY OF JUNE, 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
Lucas Durley
Henry Schuch
Boonwell
APPROVED THIS 21st DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Ordinances – Ordinance No 1300B.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No 1300B, An Ordinance Creating the Lake County Health Department's Tobacco Lawsuit Settlement Fund, A Non-Reverting Fund. Motion passed 3-0.

5

ORDINANCE NO. 1300B

ORDINANCE CREATING THE LAKE COUNTY HEALTH DEPARTMENT'S TOBACCO LAWSUIT SETTLEMENT FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Lake County Health Department desires to create a new Fund, known as the Lake County Health Department's Tobacco Lawsuit Settlement Fund, a Non-Reverting Fund, to be used for the deposit of the funds received from the State of Indiana from and payment of services identified by the Health Department.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Health Department's Tobacco Lawsuit Settlement Fund, a Non-Reverting Fund, is hereby established for the deposit and use of funds received from the State Tobacco Lawsuit Settlement.
2. That the moneys collected from the State Tobacco Lawsuit Settlement shall be deposited in the Lake County Health Department's Tobacco Lawsuit Settlement Fund and only be used for the dedicated services identified by the Health Department.
3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the Lake County Health Department's Tobacco Lawsuit Settlement Fund, subject to appropriation by the Lake County Council or as otherwise provided by law.

SO ORDAINED THIS 10TH DAY OF JUNE, 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 DuPuy
Henry Schuch
Robert [unclear]
APPROVED THIS 10th DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-96.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-96, Honoring Linus J. Scott. Motion passed 3-0.

RESOLUTION NO. 08-96

RESOLUTION HONORING LINUS J. SCOTT

WHEREAS, LINUS J. SCOTT, 97 years old, of Gary, Indiana, worked as a Pullman porter for about 30 years being based out of the Pullman Company’s Western Chicago District; and

WHEREAS, MR. SCOTT was one of a few retired Pullman porters honored at Chicago’s Union Station at an Amtrak-sponsored event as part of National Train Day where current Amtrak employees could express their gratitude and recognize the dedication and service of the Pullman porters; and

WHEREAS, LINUS J. SCOTT also worked for Sante Fe Railroad and Amtrak after the Pullman Company closed, he started working in the 1940’s for Pullman.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

LINUS J. SCOTT is commended by the Lake County Council for his long and meritorious services to the railroad tradition; 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 LINUS J. SCOTT.



DULY ADOPTED BY THE LAKE COUNTY COUNCIL, this 10TH day of June, 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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey
Harry Schuch

James Hill
APPROVED THIS 17 DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-97.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-97, Honoring Robert Gardner, State Champion of the 400 Meter Dash. Motion passed 3-0.

RESOLUTION NO. 08-97

**RESOLUTION HONORING ROBERT GARDNER,
STATE CHAMPION OF THE 400 METER DASH**

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

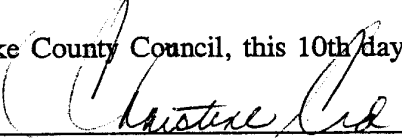
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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, ROBERT GARDNER, a Senior at Lew Wallace High School and defending champion, captured first place in the 400 Meter Dash at the IHSAA Boys Track and Field Tournament with a time of 47.72 seconds.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ROBERT GARDNER the IHSAA Boys Track and Field Champion - 400 Meter Dash; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ROBERT GARDNER.

DULY ADOPTED by the Lake County Council, this 10th day of June, 2008.


CHRISTINE CID, President




LARRY BLANCHARD


ERNIE DILLON

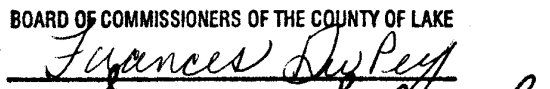
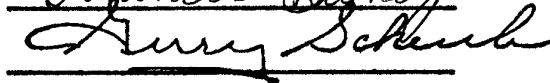
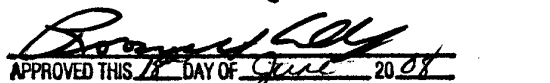

THOMAS O'DONNELL


ELSIE FRANKLIN


TED F. BILSKI

JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 11 DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-97.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-97, Honoring Robert Gardner, State Champion of the 400 Meter Dash. Motion passed 3-0.

RESOLUTION NO. 08-97

**RESOLUTION HONORING ROBERT GARDNER,
STATE CHAMPION OF THE 400 METER DASH**

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

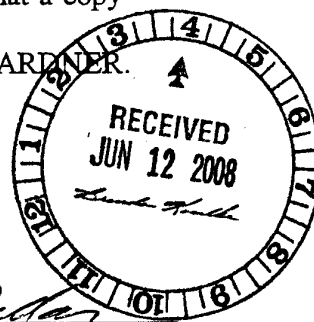
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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, ROBERT GARDNER, a Senior at Lew Wallace High School and defending champion, captured first place in the 400 Meter Dash at the IHSAA Boys Track and Field Tournament with a time of 47.72 seconds.

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DULY ADOPTED by the Lake County Council, this 10th day of June, 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 A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPey
Harry Schenk
Robert Allen
APPROVED THIS 11 DAY OF *June* 2008

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-98.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-98, Honoring Gary Wallace High School's Relay Team – Deshannon Fryerson, Emmanuel Dixo, Jerel Flourney, Robart Gardner State Champions 1600 Relay. Motion passed 3-0.

RESOLUTION NO. 08-98

**RESOLUTION HONORING GARY WALLACE HIGH SCHOOL'S RELAY TEAM -
DESHANNON FRYERSON, EMMANUEL DIXON,
JEREL FLOURNEY, ROBERT GARDNER
STATE CHAMPIONS 1600 RELAY**

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

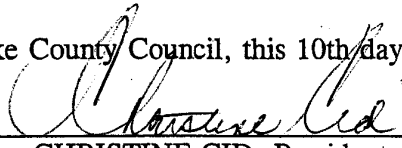
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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



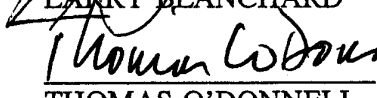
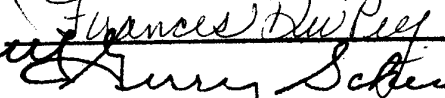
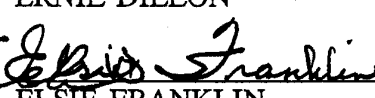
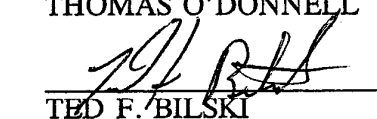
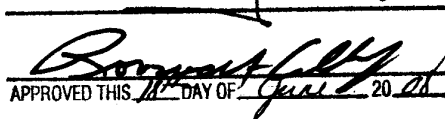
WHEREAS, the GARY WALLACE HIGH SCHOOL RELAY TEAM - DESHANNON FRYERSON, EMMANUEL DIXON, JEREL FLOURNEY and ROBERT GARDNER, won the 1600 Relay at the IHSAA Boys Track and Field Tournament with a time of 3:16.37.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to the GARY WALLACE HIGH SCHOOL RELAY TEAM - DESHANNON FRYERSON, EMMANUEL DIXON, JEREL FLOURNEY and ROBERT GARDNER for capturing first place in the 1600 Relay at the IHSAA Boys Track and Field Tournament; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to GARY WALLACE HIGH SCHOOL, DESHANNON FRYERSON, EMMANUEL DIXON, JEREL FLOURNEY and ROBERT GARDNER, Members of the 1600 Relay Team.

DULY ADOPTED by the Lake County Council, this 10th day of June, 2008.


CHRISTINE CID, President



 LARRY BLANCHARD	BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE	 ERNIE DILLON
 THOMAS O'DONNELL		 ELSIE FRANKLIN
 TED F. BILSKI	APPROVED THIS <u>10</u> DAY OF <u>June</u> 20 <u>08</u>	 JEROME A. PRINCE

Members of the Lake County Council

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-99.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-99, Resolution to Adopt the Crown Point Community Library Capital Projects Fund. Motion passed 3-0.

RESOLUTION NO. 08-99

RESOLUTION TO ADOPT THE CROWN POINT COMMUNITY LIBRARY CAPITAL PROJECTS FUND

- WHEREAS,** the Crown Point Community Library Capital Projects Fund has been established; and
- WHEREAS,** the Crown Point Library Board is required under I.C. 20-14-13-5 to adopt a plan with respect to the Library Capital Projects Fund; and
- WHEREAS,** on April 23, 2008, the Library Board held a public hearing on the plan and approved the Crown Point Community Library Capital Projects Fund for 2009, 2010 and 2011; and
- WHEREAS,** the Crown Point Community Library Board submitted a certified copy of the Resolution, including the adopted plan, to the Lake County Council to review and approve pursuant to I.C. 20-14-13-6.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

The Lake County Council hereby approves the Crown Point Community Library Capital Projects Fund for 2009, 2010, and 2011.

SO RESOLVED THIS 10TH DAY OF JUNE, 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
Garry Schaub
Barry G. ...
 APPROVED THIS 12th DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-100.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-100, Resolution to Transfer Funds From Cumulative Bridge Fund, Fund No. 350 to the Rainy Day Fund, Fund No. 240. Motion passed 3-0.

RESOLUTION NO. 08-100

**RESOLUTION TO TRANSFER FUNDS FROM
CUMULATIVE BRIDGE FUND, FUND NO. 350
TO THE RAINY DAY FUND, FUND NO. 240**

WHEREAS, I.C. 36-1-8-5.1 provides that the Lake County Council may establish a Rainy Day Fund to receive transfers of unused and unencumbered funds which were raised by a general or special tax levy on all taxable property in Lake County; and

WHEREAS, the Lake County Cumulative Bridge Fund, Fund No. 350 has a sufficient balance to make a transfer to the Rainy Day Fund.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves a transfer in the sum of \$500,000.00 from the Cumulative Bridge Fund, Fund No. 350 to the Rainy Day Fund, Fund No. 240, to be used for the 2008 paving program.

SO RESOLVED THIS 10th DAY OF JUNE, 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 Durbin
Larry Schenk

Barney Kelly
APPROVED THIS 18th DAY OF June 2008

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-101.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-101, Resolution Permitting the Lake County Community Corrections to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

3

RESOLUTION NO. 08-101

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

WHEREAS, the Lake County Community Corrections is currently operating in the 2006 Budget; and

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

<u>140-4010-43190</u> Kmart Inc.	<u>Other Professional Services</u> \$ 226.14
<u>140-4010-43630</u> Gateway Business System	<u>Maintenance & Service Contracts</u> \$ 202.13

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 Community Correction's 2008 Budget:

<u>140-4010-43190</u> Kmart Inc.	<u>Other Professional Services</u> \$ 226.14
<u>140-4010-43630</u> Gateway Business System	<u>Maintenance & Service Contracts</u> \$ 202.13



SO RESOLVED THIS 10th day of June, 2008.

Christine CID
CHRISTINE CID, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Frances DuPey
FRANCES DUPEY

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

APPROVED THIS 10 DAY OF June 2008
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-106.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-106, Resolution Permitting the Lake County Board of Commissioners to Pay Outstanding 2004, 2005, 2006, and 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-106

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF COMMISSIONERS TO PAY OUTSTANDING 2004, 2005, 2006 AND 2007 INVOICES/DEBTS FROM THE 2008 BUDGET

WHEREAS, the Lake County Commissioners are currently operating in the 2008 Budget; and

WHEREAS, the following invoices/debts were incurred in 2004, 2005, 2006 and 2007 and have not been paid:

<u>001-2900-43977</u>	-	<u>Soldier Burial</u>
See Attached List		\$ 18,000

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 2004, 2005, 2006 and 2007 shall be paid from the Lake County Commissioners' 2008 Budget:

<u>001-2900-43977</u>	-	<u>Soldier Burial</u>
See Attached List		\$ 18,000

SO RESOLVED THIS 10th day of June, 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

Harry Schum

Frances DuPey

APPROVED THIS 18th DAY OF June, 2008

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-102.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-102, Resolution to Extend the Payment of a Transfer between Funds (TEMPORARY LOAN) Pursuant to I.C. 36-1-8-4(b) (Parks and Recreation Board's Operating Fund, Fund No. 107). Motion passed 3-0.

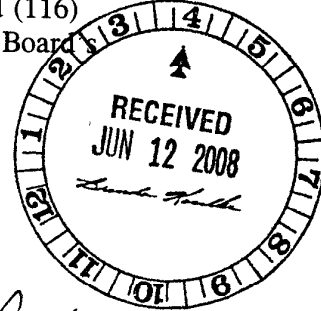
RESOLUTION NO. 08-102

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN
FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b)
(PARKS AND RECREATION BOARD'S
OPERATING FUND, FUND NO. 107)

- WHEREAS**, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS**, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS**, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS**, on January 9, 2007, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2007; to-wit:
- \$2,500,000.00 from the Lake County Parks and Recreation Board's Park District Non-Reverting Self Insurance & Employee Benefit Fund (109), Non-Reverting Land & Capital Improvement Fund (116) and Bond Fund (353) to the Lake County Park and Recreation Board's Operating Fund (107).
- WHEREAS**, on December 11, 2007, the Lake County Council, by Resolution No. 07-163, extended the repayment date of the temporary loans and transfer to June 30, 2008; and
- WHEREAS**, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the above temporary transfers on or before June 30, 2008.
- NOW, THEREFORE, LET IT BE RESOLVED** by the Lake County Council that the repayment date of the temporary loans and transfer approved on January 9, 2007 and extended to June 30,
-

2008. by Resolution No. 07-163, be extended to December 31, 2008, pursuant to I.C. 36-1-8-4(b) as follows:

\$2,500,000.00 from the Lake County Parks and Recreation Board's Park District Non-Reverting Self Insurance & Employee Benefit Fund (109), Non-Reverting Land & Capital Improvement Fund (116) and Bond Fund (353) to the Lake County Park and Recreation Board Operating Fund (107).



SO RESOLVED THIS 10TH DAY OF JUNE, 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

Juanes DuPey
Darryl Schuch
Bonnie A. Allen
APPROVED THIS 10 DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-103.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-103, Resolution to Extend the Payment of a Transfer between Funds (TEMPORARY LOAN) Pursuant to I.C. 36-1-8-4(b) (Parks and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315). Motion passed 3-0.

Order #63 Agenda #75

RESOLUTION NO. 08-103

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (PARKS AND RECREATION BOARD'S REVENUE BOND REDEMPTION FUND, FUND NO. 315)

- WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS, the following transfers of funds for a period not to exceed December 31, 2007 was approved, to-wit:
 \$625,000.00 from the Lake County Parks and Recreation Board's Bond Fund, Fund No. 353 to the Lake County Park and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315.
- WHEREAS, on December 11, 2007, the Lake County Council by Resolution No. 07-164 extended the repayment date of the temporary loans and transfer to June 30, 2008; and
- WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the above temporary transfers on or before June 30, 2008.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loans and transfer approved on January 9, 2007 and extended to June 30, 2008, by Resolution No. 07-164, be extended to December 31, 2008, pursuant to I.C. 36-1-8-4(b) as follows:

\$625,000.00 from the Lake County Parks and Recreation Board's

Bond Fund, Fund No. 353 to the Lake County Park and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315.



SO RESOLVED THIS 1 TH DAY OF JUNE, 2008.

Elsie Franklin
ELSIE FRANKLIN, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Jerome A. Prince
JEROME A. PRINCE

Ernie Dillon
ERNIE DILLON

Christine CID
CHRISTINE CID, PRESIDENT

Ted F. Bilski
TED F. BILSKI

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances Bailey
Henry Schumacher
Robert...
APPROVED THIS 12TH DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-104.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-104, Resolution to Extend the Payment of a Transfer between Funds (TEMPORARY LOAN) Pursuant to I.C. 36-1-8-4(b) (Parks and Recreation Board's Operating Fund, Fund No. 107). Motion passed 3-0.

RESOLUTION NO. 08-104

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (PARKS AND RECREATION BOARD'S OPERATING FUND, FUND NO. 107)

- WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS, on November 13, 2007, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2007; to-wit:
 \$1,000,000.00 from the Lake County Parks and Recreation Board's Bond Fund, No. 353 to the Lake County Park and Recreation Board's Operating Fund, No. 107.
- WHEREAS, on December 11, 2007, the Lake County Council, by Resolution No. 07-165 extended the repayment date of the temporary loans and transfer to June 30, 2008; and
- WHEREAS, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the above temporary transfers on or before June 30, 2008.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loans and transfer approved on January 9, 2007 and extended to June 30, 2008 by Resolution No. 07-165, be extended to December 31, 2008, pursuant to I.C. 36-1-8-4(b) as follows:

\$1,000,000.00 from the Lake County Parks and Recreation Board's

Bond Fund, No. 353 to the Lake County Park and Recreation Board's Operating Fund, No. 107.



SO RESOLVED THIS 1 TH DAY OF JUNE, 2008.

Elsie Franklin

 ELSIE FRANKLIN, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Jerome A. Prince

 JEROME A. PRINCE

Ernie Dillon

 ERNIE DILLON

Christine CID

 CHRISTINE CID, PRESIDENT

Ted F. Bilski

 TED F. BILSKI

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francesca Dubey

Henry Schenk

Raymond Hill

APPROVED THIS 18th DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-105.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-105, Resolution to Extend the Payment of a Transfer between Funds (TEMPORARY LOAN) Pursuant to I.C. 36-1-8-4(b) (Parks and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315). Motion passed 3-0.

RESOLUTION NO. 08-105

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN
FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b)
(PARKS AND RECREATION BOARD'S
REVENUE BOND REDEMPTION FUND, FUND NO. 315)

- WHEREAS**, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS**, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS**, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS**, the following transfers of funds for a period not to exceed December 31, 2007 was approved, to-wit:
- \$495,000.00 from the Lake County Parks and Recreation Board's Bond Fund, Fund No. 353 to the Lake County Park and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315.
- WHEREAS**, on December 11, 2007, the Lake County Council, by Resolution No. 07-167 extended the repayment date of the temporary loans and transfer to June 30, 2008; and
- WHEREAS**, the Lake County Council, the fiscal body of Lake County, finds that an emergency exists and that due to the delay in receiving its settlement of real estate taxes for 2006 pay 2007, insufficient tax revenues exist to repay the above temporary transfers on or before June 30, 2008.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loans and transfer approved on January 9, 2007 and extended to June 30, 2008, by Resolution No. 07-167, be extended to December 31, 2008, pursuant to I.C. 36-1-8-4(b) as follows:

\$495,000.00 from the Lake County Parks and Recreation Board's

Bond Fund, Fund No. 353 to the Lake County Park and Recreation Board's Revenue Bond Redemption Fund, Fund No. 315.



SO RESOLVED THIS 10TH DAY OF JUNE, 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
Larry Schenk
Bonnie Allen
APPROVED THIS 10th DAY OF June 20 08

Order #63 Agenda #75

In the Matter of L.C. Council Resolutions – Resolution No 08-107.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 08-107, Resolution Authorizing the President of the Lake County Council to Execute the Third Amendment to the Energy Services Agreement between Lake County, Indiana and Ameresco, Inc. Motion passed 3-0.

Order #63 Agenda #75 (cont'd)

RESOLUTION NO. 08-107

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

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

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

WHEREAS, Lake County has secured financing through bondings; and

WHEREAS, pursuant to I.C. 36-1-12.5, the parties wish to enter into the Third Amendment to the Energy Savings Agreement, to implement the program for an additional sum of Four Hundred Ninety-Seven Thousand Three Hundred Seventy Dollars and Zero Cents (\$497,370.00)

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1. That the Third Amendment to the Energy Services Agreement between Lake County, Indiana and Ameresco, Inc. prepared and provided by Ameresco pursuant to I.C. 36-1-12.5 for the sum of Four Hundred Ninety-Seven Thousand Three Hundred Seventy Dollars and Zero Cents (\$497,370.00) is hereby approved and the President of the Lake County Council is authorized to execute the Third Amendment on behalf of Lake County pursuant to I.C. 36-1-12.5
2. The project will meet the County's Equal Employment Opportunity goals and will be covered by a Project Labor Agreement.

SO RESOLVED THIS 10th DAY OF JUNE, 2008.



CHRISTINE CID, President

LARRY BLANCHARD
THOMAS O'DONNELL
TED F. BELSKI

ERNIE DILLON
ELSIE FRANKLIN
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Signatures of board members
APPROVED THIS 18th DAY OF June 20 08

**THIRD AMENDMENT
TO THE ENERGY SERVICES AGREEMENT
BY AND BETWEEN
LAKE COUNTY, INDIANA
AND
AMERESCO, INC.**

THIS THIRD AMENDMENT TO THE ENERGY SERVICES AGREEMENT (this "Third Amendment") is entered into this 10TH day of June, 2008, by and between Lake County, Indiana, having its principal place of business located at 2293 N. Main Street, Crown Point, IN 46307 (hereinafter referred to as "Customer") and Ameresco, Inc., having its principal place of business at 111 Speen Street, Suite 410, Framingham, MA 01701 (hereinafter referred to as "Ameresco"). The parties to this Agreement shall be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, Customer and Ameresco entered into an Energy Services Agreement dated November 9, 2006 (the "Agreement"), first amended on October 9, 2007, and third amended on January 8, 2008 under the terms of which Ameresco is to provide services for the design and execution of an energy consumption reduction and facility improvement project ("Project") consisting of certain energy conservation and facility improvement services and installations ("Scope of Services") at Customer's buildings that are described therein (the "Property"); and

WHEREAS, Customer and Ameresco have mutually determined and agreed that an additional Scope of Services ("Additional Scope") shall be provided by Ameresco with a corresponding increase in the Contract Cost ("Additional Contract Cost") and that the Agreement should be amended to reflect these changes; and

WHEREAS, Section 22 of the Agreement indicates that the Agreement may not be modified or amended except in a writing signed by the Parties;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

1. Capitalized terms not defined herein shall have the same meaning as those set forth in the Agreement.
2. Attachment B of the Agreement is hereby amended by adding the Additional Scope described in Exhibit A of this Third Amendment.
3. Attachment C and G of the Agreement is hereby amended by adding the additional Savings described in Exhibit B of this Third Amendment

4. The Additional Contract Cost to be charged for the Additional Scope is FOUR HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED SEVENTY DOLLARS AND ZERO CENTS (\$497,370.00) such that the Contract Cost in the Agreement is hereby amended to be NINETEEN MILLION FOUR HUNDRED FIFTY FIVE THOUSAND NINE HUNDRED THIRTY DOLLARS AND ZERO CENTS (\$19,455,930.00).

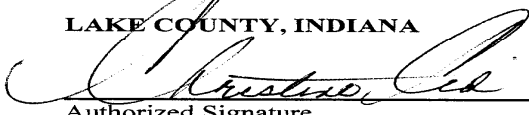
5. All other provisions of the Agreement not expressly changed by this Third Amendment shall remain in full force and effect and the Parties hereby ratify and affirm all of the terms and conditions of the Agreement.

6. This Third Amendment may be executed in multiple counterparts, all of which together shall for all purposes constitute one Agreement binding on all of the Parties notwithstanding that all Parties have not signed the same counterpart.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

LAKE COUNTY, INDIANA

AMERESCO, INC.


Authorized Signature

Authorized Signature

Name: CHRISTINE CID

Name: Louis P. Maltezos

Title: President

Title: Vice President & General Manager,
Midwest Operations

June 10, 2008

**Exhibit A:
Scope of Services
Amendment 3
Lake County Fairgrounds – 4H Building**

ACM & Hazardous Material

Scope includes lawful abatement of door caulk on two (2) front entry doors and 400 square feet of ACM tile (and mastic) under existing tile in restroom. Ameresco excludes any other ACM or hazardous material removal not specifically mentioned above. Note: Due to the damage and condition of the roof at the time of the survey, Ameresco could not survey the roof for presence of ACM or hazardous materials.

General Construction

Interior scope items include the following:

- Removal of all through the wall ductwork, ceiling tile, ceiling grid, and wall molding.
- Installation of new 2'x2' lay-in ceiling (tile and grid). The new ceiling will be a standard tile with no reveal edge.
- Replacement of North entrance doors with two (2) pairs of aluminum entry doors and new split face masonry to match existing wall. Note: Color and size of new masonry will be close but an exact match is not guaranteed.
- Replacement of South entrance doors with one (1) pair of aluminum entry doors (including frames) and new split face masonry to match existing wall. Note: Color and size of new masonry will be close but an exact match is not guaranteed.
- Painting of all interior walls, doors, and frames. New paint color to match existing as close as possible.
- The interior floor will be sanded and epoxy painted. Note: Lake County to select floor color from standard color selections.

Exterior scope includes the following items:

- Scrape, prime, and painting of all rust colored soffit and fascia. New paint color to match existing as close as possible.
- Removal of existing brick retaining wall (approximately 56 linear feet) and concrete slab (located between retaining wall and North doors).
- Installation of brick retaining wall and new dry well (near new retaining wall).
- Installation of new concrete pad new North entrance (approximately 500 square feet) with a stamped pattern.

Mechanical (HVAC) and Electrical

The HVAC scope of work includes the following items:

- Removal and lawful disposal of existing air conditioners, gas fired furnaces, sheet metal ductwork, and natural gas piping back to meter. Note: Where the air conditioners are removed, the exterior walls will be close with material that matched as close as possible but an exact match is not guaranteed.
- Provide and install six (6) new packaged Heat Pumps with natural gas fired back up (Dual Fuel) and cooling (electric DX) rooftop units complete with roof curbs, economizers, and thermostats. Unit are high efficiency "dual fuel" featuring
- Provide and install new insulated sheet metal ductwork to concentric supply/return single ceiling diffuser (one per unit) for proper air distribution within the space.
- Controls shall be stand alone electric (local) type.
- Provide and install natural gas piping from meter to future kitchen and new rooftop units.
- Provide and install new condensate piping (including p-trap).

The electrical work scope includes the following items:

- The existing 200 A single phase service is not large enough to support the new HVAC rooftop units and the upgraded lighting systems.
- Provide and install a new surface mounted panel board (400 A, single phase, 120/208V, 60 circuit, 2 section).
- Provide and install new exterior wall mount meter socket.
- Demo and lawful disposal of existing 200 A load center.
- Transfer of existing 100 A circuits to new electrical panel.

Lighting

The lighting retrofit scope includes the following items:

- Demo and lawful disposal of sixty four (64) 8' 2L strip fixtures in main room. ~~Install eighty-eight (88) 2x4 3L dimming lay-in fixtures in new grid ceiling.~~ New lighting & grid shall be 2 x 2 design with same energy profile and illumination profile as described in prior struck out sentence.
- Demo and lawful disposal of four (4) 8' 2L strip fixtures and two (2) 4' 2L strip fixtures above grid ceiling. ~~Install four (4) 2x4 3L lay-in fixtures in new grid ceiling.~~ New lighting & grid shall be 2 x 2 design with same energy profile and illumination profile as described in prior struck out sentence.
- Demo and lawful disposal of two (2) incandescent exit signs. Install two (2) new LED exit signs.
- Demo and lawful disposal of six (6) 150W keyless fixtures in storage rooms. Install eight (8) new 2' wraps in existing locations.
- All lighting and electrical work will be completed in accordance with national and local electrical codes.
- Lighting fixtures will incorporate energy-saving low watt ballasts and lamps in uniformity with previous phases of Lake County lighting upgrades.

Roofing

The roofing work scope includes the following items:

- Furnish, Install, and flash six (6) new HVAC curbs (approximately 6' x 6' each).
- Temporarily cover the top of the curb with EPDM to make watertight. Note: Curbs and portals will be provided by Mechanical Contractor (who will also mark the locations).
- Remove four (4) skylight domes. Install a plywood cover and cover with EPDM roofing material.
- Maintenance (O&M) will be performed over the balance of the roof. If major work is identified during this O&M, it is not covered by Ameresco.

Architectural

The following architectural services are included:

- Field document and CAD draft the existing floor plan and roof plan
- Complete ADA and code evaluation of existing facility currently used as storage to be changed to a meeting/banquet center.
- Develop plans and details related to the architectural improvements of the building.
- Evaluate existing structure to assess the capabilities of the roof structure to support new HVAC roof top units and detail necessary modifications. Structural engineer stamp of alterations is included.
- State submission of design release drawings is included.

Scope clarifications:

- Scope clarifications as noted in some work scope items above.
- Code remediation or other work identified in Architectural survey not mentioned above is excluded.
- Work not listed above is excluded.
- Unless specifically mentioned in the work scope, Ameresco has excluded any ACM abatement or hazardous material removal.
- Ameresco has excluded any overtime costs associated with this project by Lake County personnel or their subcontractors (i.e. Johnson Controls, etc.).
- Ameresco's scope is based on normal weekday working hours (no after hours, holidays, or weekends).
- Ameresco scope assumes that all work can be completed before June 1, 2008 (labor increase).

**Exhibit B:
Energy Savings
Amendment 3
Lake County Fairgrounds – 4H Building**

Summary of projected annual savings:

1. Lighting	\$757.53
2. HVAC	\$5,058.00
3. Operational Savings	<u>\$19,017.91</u>
4. TOTAL	\$24,833.44

Total Projected 10 year savings: \$248,334.40

See attached sheets for supporting calculations.

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash Flow Analysis - Lake County - 4H Bldg / Fairgrounds											
Operating Costs											
Current System											
Energy Costs	Lighting HVAC SubTotal	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64	\$3,881.64
Maintenance and Material Costs	Lamps Ballasts Subtotal	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93
Total System Operating Costs		\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57	\$4,103.57
Proposed System											
Energy Costs	Lighting HVAC SubTotal	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10	\$3,124.10
Maintenance and Material Costs	Lamps Ballasts Subtotal				\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15	\$85.47 \$37.69 \$123.15
Total System Operating Costs		\$3,124.10	\$3,124.10	\$3,124.10	\$3,209.57	\$3,209.57	\$3,247.26	\$3,251.03	\$3,255.17	\$3,259.73	\$3,264.75
Project Savings:											
Energy Costs Avoidance:	Lighting HVAC SubTotal	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53	\$757.53
Maintenance Costs Avoidance:	Lamps Ballasts Subtotal	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$145.93 \$76.00 \$221.93	\$60.46 \$76.00 \$136.46	\$60.46 \$76.00 \$136.46	\$60.46 \$38.31 \$98.77	\$60.46 \$34.54 \$95.01	\$60.46 \$30.40 \$90.86	\$60.46 \$25.84 \$86.30	\$60.46 \$20.82 \$81.28
Total System Operating Costs Savings:		\$979.46	\$979.46	\$979.46	\$894.00	\$894.00	\$866.31	\$852.54	\$848.39	\$843.83	\$838.82
											Sub Total: \$8,966.28
											* Less Operational: (\$1,390.95)
											Total Savings: \$7,575.33

* Operational savings accounted for in overall Capital Cost Avoidance sheet.

Incremental Replacement Costs, HVAC

Lake 4-H building

Building Square Footage:		8,400	
Replacement Percentage:		65%	
HVAC	11.70%	of Total Building Replacement Value	
Total Building Replacement Value:	\$139.92	per Square Foot	
TOTAL BLG. REPLACEMENT VALUE,	Lake 4-H building	\$	1,175,328.00
Total Replacement Value, HVAC		\$	89,383.69
Mean Useful Life, HVAC			20
Standard Deviation, HVAC			8
(i.e. Equipment Fails between 5 and 45 Years old)			

$$\begin{aligned} &\text{Beginning of Contract term, Equipment Age} = 42 \\ Z &= \frac{(42.00) - 42}{2.75} = \frac{-0.00}{2.75} = -0.00 \\ P &= 99.70\% \end{aligned}$$

$$\begin{aligned} &\text{End of Contract term, Mean Age} = 52 \\ Z &= \frac{(52.00) - 52}{4} = \frac{0.00}{4} = 0.00 \\ P &= 100.00\% \end{aligned}$$

Incremental Probability of Failure:
= 100% - 100% = 0.29%

Incremental Replacement Costs, Contract term:
= 0% x \$ 89,383.69 = \$ 263.51

**Average Annual Savings*:
\$11,296.21**

*Note: If the probability of equipment failure exceeds 95% during the contract term, the algorithm calculates Annual Replacement Costs using the total equipment replacement value.

Incremental Replacement Costs, Lighting

Lake 4-H building

Building Square Footage:		8,400	
Replacement Percentage:		75%	
Lighting	2.38%	of Total Building Replacement Value	
Total Building Replacement Value:	\$139.92	per Square Foot	
TOTAL BLG. REPLACEMENT VALUE,	Lake 4-H building	\$	1,175,328.00
Total Replacement Value, Lighting		\$	20,970.79
Mean Useful Life, Lighting			20
Standard Deviation, Lighting			8
(i.e. Equipment Fails between 5 and 45 Years old)			

$$\begin{aligned} &\text{Beginning of Contract term, Equipment Age} = 42 \\ Z &= \frac{(42.00) - 42}{2.75} = \frac{-0.00}{2.75} = -0.00 \\ P &= 99.70\% \end{aligned}$$

$$\begin{aligned} &\text{End of Contract term, Mean Age} = 52 \\ Z &= \frac{(52.00) - 52}{4} = \frac{0.00}{4} = 0.00 \\ P &= 100.00\% \end{aligned}$$

Incremental Probability of Failure:
= 100% - 100% = 0.29%

Incremental Replacement Costs, Contract term:
= 0% x \$ 20,970.79 = \$ 61.82

**Average Annual Savings*:
\$2,650.26**

*Note: If the probability of equipment failure exceeds 95% during the contract term, the algorithm calculates Annual Replacement Costs using the total equipment replacement value.

Long Term Operational Savings (ten year term)

Lake 4-H building

<u>Mechanical/Physical System</u>	<u>Long Term Operational Savings</u>
HVAC	\$11,296.21
Lighting	\$2,650.26
	<u>\$13,946.47</u>

Order #64 Agenda #76A

In the Matter of Appointments – Three Lake County Redevelopment Commission Appointments for the period of July 1, 2008 to December 31, 2009 per State Law HEA 1001. (Note: Subsequent terms to be from January 1 to December 31).

DuPey made a motion, seconded by Allen, to appoint Mark Purivich, Roosevelt Allen Jr. and Joe Kurnich as the three Lake County Redevelopment Commission Appointments for the period of July 1, 2008 to December 31, 2009 per State Law HEA 1001. (Note: Subsequent terms to be from January 1 to December 31). Motion passed 3-0.

Order #65 Agenda #76C

In the Matter of Appointments: Certificate of Appointment for Sadie P. Sheffield to the Gary Library Board on May 21, 2008.

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the Certificate of Appointment for Sadie P. Sheffield to the Gary Library Board on May 21, 2008. Motion passed 3-0.

Order #66 Agenda #76B

In the Matter of Appointments – Lake County Redevelopment Commissioner Appointment of a Non-Voting School Board Member from within Lake County’s TIF District (Merrillville Schools) for the term of July 1, 2008 to June 30, 2010.

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

Order #67 Agenda #78

In the Matter of Elected Officials Comments

DuPey, Complaints from people that have stuff on appeals, I think we should address the fact that Commissioners’ are not the ones responsible for the appeals not being done.

Allen, Correspondents from Councilman Blanchard, in regard to a newspaper ad that says the State took over the school levy but not the Lake County Supplemental school tax levy which is approximately 4 million dollars this year, so we want to know what the status is with the State, if they are taking over the levy they are supposed to take all of it.

Scheub, I spoke with Shelly Vandenberg on it already and Larry’s talked to Sue Lansky already on it. We’ve talked to the Legislatures on this because we are the only County in the State of Indiana that subsidizes Schools to the 2 & 4 million dollars a year, the State took everything over but this section and we’re asking them that this should also be removed.

Allen made a motion, seconded by DuPey, concurring with Commissioner Scheub’s comment to ask the State to take over everything in regard to the School Tax Levy all sections included. Motion passed 3-0.

Allen, In addition, there are correspondents in regard to additional obligations and liabilities that the County would face as far as the Welfare Fund is concerned and the Sate is taking your levy so those future obligations that you’re going to have to meet you’re not going to have a levy/money to pay them.

Dull, speaks in reference to a memo from Donte Rondelli in regard to the discussion at hand.

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, July 16, 2008 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

