

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

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 19th day of July, 2010 at about 3:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19th day of July, 2010 at about 3:15 p.m.

Order #1 Agenda #5A

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

There are no submitted Bids/Proposals to be opened. NAT.

Order #2 Agenda #5B-D

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting and Approval of Final Agenda made a matter of public record.

Scheub made a motion, seconded by Allen, to approve the Additions – Item #50A – Letter from Commissioners Attorney concerning two Lake County Juvenile Center Vehicles, Item #50B – Consulting Contract between Whittaker and Associates and the Board of Commissioners of the County of Lake for Financial Management Services concerning the American Recovery and Reinvestment Act, Item #50C – First Amendment to Lease between Lake County 2000 Building Corporation and Lake County, Indiana; Deletions – Number 47; Corrections – none, and ordered same to Approve the Final Agenda made a matter of public record. Motion carried 3-0.

Order #3 Consent Agenda

In the Matter of Consent Agenda (Items #19 A-F, 50 A-H, 55, & 56 A-B)

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Items of the Consent Agenda (Items #19 A-F, 50 A-H, 55, & 56 A-B), and ordered same to correct the reading of Consent Agenda Item 50 A-H to read Item 51 A-H (56 & 57 A-B). Motion carried 3-0.

Order #3 Consent Agenda #19 A-F

In the Matter of Consent Agenda – L C Highway- Certificates of Liability Insurance (A. Krooswyk Trucking & Excavating, Inc.; B. Meade Electric Co., Inc.; C. Monroe Pest Control Co., Inc.; D. Smit Brothers Excavating; E. Parkway Mechanical, Inc.; F. V & H Excavating Co., Inc.).

Scheub made a motion, seconded by Allen, to make a matter of public record the L C Highway Certificates of Liability Insurance (A. Krooswyk Trucking & Excavating, Inc.; B. Meade Electric Co., Inc.; C. Monroe Pest Control Co., Inc.; D. Smit Brothers Excavating; E. Parkway Mechanical, Inc.; F. V & H Excavating Co., Inc.). Motion carried 3-0.

Order #3 Consent Agenda #51A

In the Matter of Consent Agenda – (IDEM) Indiana Department of Environmental Management.

Scheub made a motion, seconded by Allen, to make a matter of public record the Indiana Department of Environmental Management – Buckeye Terminals, Dover Chemical-Hammond Works, ArcelorMittal Indiana Harbor, LLC, Gary Material Supply, CITGO Petroleum, Aleris Specialty Products (Notice of Decision – Approval); Mr. Jim Sotiroski, Mr. Derek Anderson, Independence Hill Conservancy District (Permit Application); Mt Carmel Stabilization Group, Coal Science Laboratories, Ziese & Sons Excavating, Inc., Phoenix Services, LLC(Arcelor Mittal-contractor) (Air Permit Application); Mayor City of Whiting, Mr. Derek Anderson/The Skillman Corporation (Sewer Permit Application); ArcelorMittal Indiana Harbor, LLC, Beemsterboer Slag Corporation (Notice of Public Comment); ArcelorMittal Indiana Harbor, LLC, U.S. Steel – Gary Works in Lake County (Notice of 30-Day Period for Public Comment); Lake County Board of Commissioners (Nonsite-Specific Biosolids Land Application Permit Renewal); United States Steel Corporation (Closure Plan Approval- TTP Area); Gary Public Library (Documents for Public View); Legal Advertising Department – Times/Post-Tribune (Public Notice). Motion carried 3-0.

Order #3 Consent Agenda #51B

In the Matter of Consent Agenda –(IDEM) Department of Natural Resources

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Terminate Notice Construction in a Floodway (City of Hammond/American Structurepoint Inc.); Indiana Division of Historic Preservation and Archaeology (Forest-Southview Residential Historic District, roughly bounded by 165th Street, Hohman Ave., Locust Street, and State Line Avenue, Hammond, Lake County, IN; Forest – Moraine Residential Historic District, roughly bounded by Wildwood Road, 165th Street, Hohman Ave., Locust Street, and State Line Avenue, Hammond, Lake County, IN). Motion carried 3-0.

Order #3 Consent Agenda #51C

In the Matter of Consent Agenda – (IDEM) Certificates of Liability Insurance

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Certificates of Liability Insurance (Brown & Brown of Northern Illinois, Inc.; Assurance Brokers Ltd.). Motion carried 3-0.

Order #3 Consent Agenda #51D

In the Matter of Consent Agenda – (IDEM) Town of Munster – Tax Abatement – Becknell Development for Dawn Foods.

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Town of Munster – Tax Abatement – Becknell Development for Dawn Foods. Motion carried 3-0.

Order #3 Consent Agenda #51E

In the Matter of Consent Agenda – (IDEM) NIPSCO Letter concerning gas base rates.

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – NIPSCO Letter concerning gas base rates. Motion carried 3-0.

Order #3 Consent Agenda #51F

In the Matter of Consent Agenda – (IDEM) Indiana Archaeological Short Report.

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Indiana Archaeological Short Report (Christopher B. Burke Engineering). Motion carried 3-0.

Order #3 Consent Agenda #51G

In the Matter of Consent Agenda – (IDEM) Christopher B. Burke Engineering, Ltd. Letter concerning Section 106 Findings and Documentation for Safe Routes to School Cedar Lake, Lake County, Indiana.

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Christopher B. Burke Engineering, Ltd. Letter concerning Section 106 Findings and Documentation for Safe Routes to School Cedar Lake, Lake County, Indiana. Motion carried 3-0.

Order #3 Consent Agenda #51H

In the Matter of Consent Agenda – (IDEM) Cancellation Notices.

Scheub made a motion, seconded by Allen, to make a matter of public record the Department of Natural Resources (IDEM) – Cancellation Notices (Old Republic Surety Company; BBY Custom Homes, Inc.; GNADE Insurance Group, Inc. Motion carried 3-0.

Order #3 Consent Agenda #56

In the Matter of Standard Items: Vendor Qualification Affidavits.

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

ALL AMERICAN MASONRY INC.
HARNESS COUNTY-SIDE BUILDERS
BELLSOM ELECTRIC
ALL EXTERIOR CONSTRUCTION INC.
C.A.T. CONSTRUCTION AND HOME STAGING & DESIGN
FAIRMONT SUPPLY COMPANY
H D SUPPLY FACILITIES MAINTENANCE LTD / USA BLUE BLOOK
ZEBEC OF NORTH AMERICA, INC.
OLD LYME GOURMET CO./DEEP RIVER SNACKS
NALETTE & ASSOCIATES, INC.
C. SPECIALITIES, INC.
RODOLFO L. JAO M.D. INC.
EAST CHICAGO HOUSING AUTHORITY
MICHAEL J. CAPELTON
GDS 4X4 INC.
NELSON CONSTRUCTION, INC.
GARY MATERIAL SUPPLY, LLC
THE JONES ZYLON CO.
OMAR, INC.

Order #3 Consent Agenda #57A

In the Matter of Weights and Measures Report for period of May 16, 2010 – June 15, 2010.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 05/16/10 – 06/15/10. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Allen, to accept the above Weights and Measures Report of 05/16/10 – 06/15/10 as submitted. Motion carried 3-0.

Order #3 Consent Agenda #57B

In the Matter of Weights and Measures – Indiana State Department of Health Division of Weights and Measures Annual Report for the period of June 16, 2010 to June 15, 2011.

Scheub made a motion, seconded by Allen, to accept the Weights and Measures Indiana State Department of Health Division of Weights and Measures Annual Report for the period of June 16, 2010 to June 15, 2011 as submitted. Motion carried 3-0.

Order #4

Commissioner Scheub made a motion, seconded by Allen, to defer Item #43 (Contract for Professional Services between David N. Gilyan and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the review of all tax deductions claimed against the assessed value of real property in Lake County, Indiana for the past ten (10) years with compensation being 20% of any amount of monies received by the County), with the recommendation of Commissioner's Attorney. Motion carried 3-0.

Order #5 Agenda #6

In the Matter of L C Building Manager – Letter from George Cilek concerning preventative maintenance for the generators located at the new jail and the Sheriff's Work Release Building.

Scheub made a motion, seconded by Allen, to approve the Letter from George Cilek concerning preventative maintenance for the generators located at the new jail and the Sheriff's Work Release Building. Motion carried 3-0.

Order #6 Agenda #7

In the Matter of L C Building Manager – Letter from Dan Ombac concerning the Hustler Tractor.

Scheub made a motion, seconded by Allen, to approve the Letter from Dan Ombac concerning the Hustler Tractor. Motion carried 3-0.

Order #7 Agenda #8A

In the Matter of L C Building Manager – Request for property disposal: Center Township Assessor.

Scheub made a motion, seconded by Allen, to approve the L C Building Manager – Request for property disposal: Center Township Assessor. Motion carried 3-0.

Order #8 Agenda #9

In the Matter of L C Highway – Agreement with Tonn and Blank Construction for the Replacement of Lake County Bridge No. 227, 176th Avenue over Cedar Creek in an amount not to exceed \$312,440.32.

Allen made a motion, seconded by Scheub, to approve the Agreement between L C Highway and Tonn and Blank Construction for the Replacement of Lake County Bridge No. 227, 176th Avenue over Cedar Creek in an amount not to exceed \$312,440.32. Motion carried 3-0.

AGREEMENT

THIS AGREEMENT made and entered into by and between Lake County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the OWNER, and TONN and BLANK CONSTRUCTION as party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the OWNER does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

**REPLACEMENT OF LAKE COUNTY BRIDGE NO. 227
176TH AVENUE OVER CEDAR CREEK**

According to the plans, standard specifications, profiles, and drawings therefore, and supplemental specifications on file in the Office of the Engineer, and any supplemental or special provisions set out or referred to in the Contractor's attached proposal and hereby agrees to pay the Contractor therefore, for the actual amount of work done and the materials in place, as measured by the Engineer, at the unit prices stated in the Contractor's proposal dated **MAY 19, 2010**, which sums the Contractor agrees to accept in full payments for such work; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor together with the plans, standard and supplemental specifications, and special provisions herein designated and referred to, are hereby made a part of the contract the same as if herein fully set forth:

That the contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Engineer, in an amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in carrying forward, performing, and completing of this contract.

The payment of any progress estimated before final acceptance of the work shall in no way affect the obligation of the CONTRACTOR to repair or replace any defective parts of the construction. No monies payable under this AGREEMENT, nor any portion thereof, shall become due and payable until the CONTRACTOR shall satisfy the OWNER that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith. If the CONTRACTOR has failed to fully settle and pay for all materials and equipment, the OWNER may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

Order #8 Agenda #9 (cont'd)

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this 24th day of June, 2010

Name: TONN AND BLANK CONSTRUCTION, LLC

Address: 1623 Greenwood Ave.
Michigan City, IN 46360

By: [Signature]
Contractor (Signature), Title President/CEO
Jon A. Gilmore

Subscribed and sworn to before me this 24th day of June, 2010

My Commission Expires: 11/20/2014
[Signature]
Notary (Signature)

LaPorte County
County of Residence

Connie A. Gorske
Printed Name

IN TESTIMONY WHEREOF, the Lake County Board of Commissioners does hereby accept the foregoing agreement and has herewith set their hands this 21st day of July, 2010.

[Signature]
John Dull, Lake County Attorney

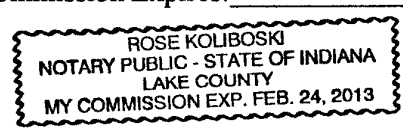
[Signature]
Roosevelt Allen Jr., District 1

[Signature]
Gerry J. Scheub, District 2

[Signature]
Frances DuPey, District 3

Subscribed and sworn to before me this 21st day of July, 2010

My Commission Expires: _____



[Signature]
Notary (Signature)

Rose Koliboski
Printed Name

County of Residence _____

Order #9 Agenda #10

In the Matter of L C Highway – Agreement with LaPorte Construction Company for the Reconstruction of Lake County Bridge #277, 191st Avenue over Spring Run in an amount not to exceed \$226,564.83.

Allen made a motion, seconded by Scheub, to approve the Agreement between L C Highway and LaPorte Construction Company for the Reconstruction of Lake County Bridge #277, 191st Avenue over Spring Run in an amount not to exceed \$226,564.83. Motion carried 3-0.

Order #9 Agenda #10 (cont'd)

AGREEMENT

THIS AGREEMENT made and entered into by and between Lake County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the OWNER, and LaPorte Construction Company, Inc. as party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the OWNER does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

REPLACEMENT OF LAKE COUNTY BRIDGE NO. 277 191ST AVENUE OVER SPRING RUN

According to the plans, standard specifications, profiles, and drawings therefore, and supplemental specifications on file in the Office of the Engineer, and any supplemental or special provisions set out or referred to in the Contractor's attached proposal and hereby agrees to pay the Contractor therefore, for the actual amount of work done and the materials in place, as measured by the Engineer, at the unit prices stated in the Contractor's proposal dated MAY 19, 2010, which sums the Contractor agrees to accept in full payments for such work; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor together with the plans, standard and supplemental specifications, and special provisions herein designated and referred to, are hereby made a part of the contract the same as if herein fully set forth:

That the contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Engineer, in an amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in carrying forward, performing, and completing of this contract.

The payment of any progress estimated before final acceptance of the work shall in no way affect the obligation of the CONTRACTOR to repair or replace any defective parts of the construction. No monies payable under this AGREEMENT, nor any portion thereof, shall become due and payable until the CONTRACTOR shall satisfy the OWNER that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith. If the CONTRACTOR has failed to fully settle and pay for all materials and equipment, the OWNER may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this 13th day of July, 2010

Name: LaPorte Construction Co., Inc.

Address: P.O. Box 577, LaPorte, IN 46352

By: [Signature] Contractor (Signature), Title Lori Schrad, President

Subscribed and sworn to before me this 13th day of July, 2010

My Commission Expires: 01/14/2016

[Signature] Notary (Signature)

Marshall County County of Residence

Jason R. DeHaven Printed Name

IN TESTIMONY WHEREOF, the Lake County Board of Commissioners does hereby accept the foregoing agreement and has herewith set their hands this 21st day of July, 2010.

Approved as to form and Legality

[Signature] John Dull, Lake County Attorney

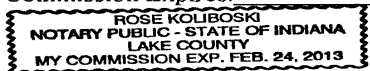
[Signature] Roosevelt Allen Jr., District 1

[Signature] Gerry J. Schaub, District 2

[Signature] Frances DuPey, District 3

Subscribed and sworn to before me this 21st day of July, 2010

My Commission Expires:



County of Residence

[Signature] Rose Kaliboski Notary (Signature)

[Signature] Rose Koliboski Printed Name

Order #10 Agenda #11

In the Matter of L C Highway – Supplemental Agreement No. 3 with Beam, Longest and Neff, LLC for the Replacement of Lake County Bridge No. 306, Broad Street over Turkey Creek for an additional \$12,600.00.

Allen made a motion, seconded by Scheub, to approve the Supplemental Agreement No. 3 between L C Highway and Beam, Longest and Neff, LLC for the Replacement of Lake County Bridge No. 306, Broad Street over Turkey Creek for an additional \$12,600.00, original agreement dated April 18, 2007, Supplemental Agreements 1-3 total the amount of \$269,200.00. Motion carried 3-0.

Order #11 Agenda #12

In the Matter of L C Highway – Road Cut Permit, Kevin Barnet owner/Smith Brother Excavating.

Allen made a motion, seconded by Scheub, to approve the L C Highway - Road Cut Permit, Kevin Barnet owner/Smith Brother Excavating. Motion carried 3-0.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

Applicant: Owner Kevin Barnet DATE 6/23/10
1026 South Aracost Smith Bros Excavating
Griener IN 4107 W 107th Ave
 Crom Pt IN 46307
 Mark Cell 219 405 4488

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

KEVIN BARNET
1026 South Aracost Pk

WRITE MAIN SERVICE TAP / DIRECTIONAL BORE

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. DIRECTIONAL BORE
Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 72 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled on as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

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

Recommended by: [Signature] 6.23.2010

Lake County Highway Department

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

Order #12 Agenda #13

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract SRS-32705, Project Colfax Street from Belshaw Road to 231st, 0901004

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract SRS-32705, Project Colfax Street from Belshaw Road to 231st, 0901004. Motion carried 3-0.

Order #12 Agenda #14

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract SRS-32705, Project 231st from Monon Avenue to Colfax, 0901005.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract SRS-32705, Project 231st from Monon Avenue to Colfax, 0901005. Motion carried 3-0.

Order #13 Agenda #15

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract R-30891-A, Project 45th Avenue Reconstruction Ph. 1, NA-0710703.

Allen made a motion, seconded by Scheub, to approve the L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Contract R-30891-A, Project 45th Avenue Reconstruction Ph. 1, NA-0710703. Motion carried 3-0.

Order #14 Agenda #16

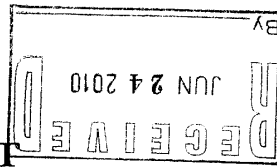
In the Matter of L C Highway – Agreement for the purchase of Untreated Rock Salt under the Quality Purchase Agreement with the State of Indiana thru North American Salt Company in the amount of \$52.50 per ton.

Allen made a motion, seconded by Scheub, to approve the Agreement for the purchase of Untreated Rock Salt between L C Highway and North American Salt Company, under the Quality Purchase Agreement with the State of Indiana, in the amount of \$52.50 per ton. Motion carried 3-0.

Order #15 Agenda #17

In the Matter of L C Highway – County Utility Agreement with Verizon North, Inc. for service wire at 369 S. County Line Road.

Allen made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement with Verizon North, Inc. for service wire at 369 S. County Line Road. Motion carried 3-0.



COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and

Verizon North, Inc., 2401 Chicago, Valparaiso, IN 46383

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____

BORE COUNTYLINE ROAD

located at **369 S. COUNTYLINE ROAD FOR SERVICE WIRE**

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.

Order #15 Agenda #17 (cont'd)

- 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 reasonably 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.

Thomas M. Mack
 Applicant or Authorized Representative

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Date of Signature _____

Francis DePey
 Member

Recommended for Approval by:

Allen
 Lake County Highway Department

Allen 6:30.2010
 Lake County Highway Department

Robert Allen
 Member

Berry Scheub
 Member

JUL 21 2010

ATTEST: *Debra A. Petrus*
 Lake County Auditor

Order #16 Agenda #18

In the Matter of L C Highway – County Utility Agreement with AT&T-Indiana for buried telephone facilities, Job #7828614.

Allen made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement with AT&T-Indiana for buried telephone facilities, Job #7828614. Motion carried 3-0.

Order #16 Agenda #18 (cont'd)

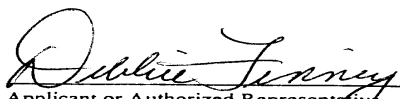
COUNTY UTILITY AGREEMENT

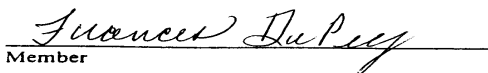
The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T-INDIANA **Engineer: Debbie Finney**
302 S. East St **Phone: 219-662-4405**
Crown Point, IN 46307



hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of **buried telephone facilities; re: job # 7828614** located at **Vasa Terrace & Main St, Cedar Creek Township and NW ¼ Section 12 T33N 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:


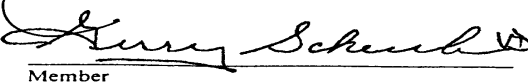
1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its 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 reasonably 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 or Authorized Representative
 Date of Signature 5/21/10

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 #20

In the Matter of L C Sheriff – Contract with David Cordova & Associates, LLC for interpretation and translation services for the period of July 1, 2010 to December 31, 2010 in an amount not to exceed \$22,500.00 at the rate of \$65.00 per hour.

Allen made a motion, seconded by Scheub, to approve the Professional Services Contract between L C Sheriff and David Cordova & Associates for interpretation and translation services for the period of July 1, 2010 to December 31, 2010 in an amount not to exceed \$22,500.00 at the rate of \$65.00 per hour. Motion carried 3-0.
(SEE FILE "JULY 2010" FOR COPY OF ORIGINAL)

Order #18 Agenda #21

In the Matter of L C Sheriff – Amendment to the Consulting Contract entered into on December 16, 2009 for the year 2010 with Paul Haluska for an additional \$2,000.00, increasing the Contract from \$36,000.00 to \$38,000.00 at the rate of \$3,166.66 per month and extending the Contract for the additional period of January 1, 2011 to June 30, 2011.

Allen made a motion, seconded by Scheub, to approve the L C Sheriff – Amendment to the Consulting Contract entered into on December 16, 2009 for the year 2010 with Paul Haluska for an additional \$2,000.00, increasing the Contract from \$36,000.00 to \$38,000.00 at the rate of \$3,166.66 per month and extending the Contract for the additional period of January 1, 2011 to June 30, 2011. Motion carried 3-0.
(SEE FILE "JULY 2010" FOR COPY OF ORIGINAL)

Order #19 Agenda #22

In the Matter of L C Sheriff – Consulting Contract with Melanie Dillon to provide fiscal account management and administrative support for planning, assessment and implementation of SPF-SIG Grant for the period of September 1, 2010 to June 30, 2011 in an amount not to exceed \$6,200.00 at the rate of \$515.67 per month.

Allen made a motion, seconded by Scheub, to approve the Consulting Contract between L C Sheriff and Melanie Dillon to provide fiscal account management and administrative support for planning, assessment and implementation of SPF-SIG Grant for the period of September 1, 2010 to June 30, 2011 in an amount not to exceed \$6,200.00 at the rate of \$515.67 per month. Motion carried 3-0.
(SEE FILE "JULY 2010" FOR COPY OF ORIGINAL)

Order #20 Agenda #23

In the Matter of L C Sheriff – Documentation concerning Gas Bids for the period of January 1, 2010 to June 30, 2010 and future procedure.

Allen made a motion, seconded by Scheub, to approve the documentation from the L C Sheriff's Department concerning Gas Bids for the period of January 1, 2010 to June 30, 2010 and future procedure. Motion carried 3-0.

Order #21 Agenda #24

In the Matter of L C Sheriff – Lake County Sheriff Road Closure requests at the intersections of (1) 121st Avenue and (2) Chase Street beginning on Tuesday, August 3, 2010 until Monday, August 16, 2010.

Allen made a motion, seconded by Scheub, to approve the request of the Lake County Sheriff for road closure at the intersections of (1) 121st Avenue and (2) Chase Street beginning on Tuesday, August 3, 2010 until Monday, August 16, 2010 (Lake County Fair 2010). Motion carried 3-0.

Order #22 Agenda #25

In the Matter of L C Circuit Court – Agreement to provide professional consulting services between Maximus Consulting Services, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Circuit Court.

Scheub made a motion, seconded by Allen, to approve the Agreement between L C Circuit Court and Maximus Consulting Services, Inc. to provide professional consulting services (\$1,000.00/month). Motion carried 3-0.
(SEE FILE "JULY 2010" FOR COPY OF ORIGINAL)

Order #23 Agenda #26

In the Matter of L C Coroner – Emergency replacement of X-ray machine at the Lake County Morgue. (Cum Cap/Gambling).

The Board collectively recommended to the Coroner's Office to seek appropriations first from the Lake County Council for funding. NAT.

Order #24 Agenda #27

In the Matter of L C Public Defender, Conflicts Division – Consulting Contract Amendment to the Agreement entered into on January 20, 2010 with Arlington J. Foley for an additional \$15,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by Scheub, to approve Consulting Contract Amendment to the Agreement entered into on January 20, 2010 between L C Public Defender, Conflicts Division and Arlington J. Foley for an additional \$15,000.00 at the rate of \$60.00 per hour. Motion carried 3-0.

Order #24 Agenda #28

In the Matter of L C Public Defender, Conflicts Division – Consulting Contract Amendment to the Agreement entered into on January 20, 2010 with Derla R. Gross for an additional \$15,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by Scheub, to approve Consulting Contract Amendment to the Agreement entered into on January 20, 2010 between L C Public Defender, Conflicts Division and Derla R. Gross for an additional \$15,000.00 at the rate of \$60.00 per hour. Motion carried 3-0.

Order #24 Agenda #29

In the Matter of L C Public Defender, Conflicts Division – Consulting Contract Amendment to the Agreement entered into on January 20, 2010 with John Maksimovich for an additional \$15,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by Scheub, to approve Consulting Contract Amendment to the Agreement entered into on January 20, 2010 between L C Public Defender, Conflicts Division and John Maksimovich for an additional \$15,000.00 at the rate of \$60.00 per hour. Motion carried 3-0.

Order #25 Agenda #30

In the Matter of L C Fairgrounds – Request for permission to seek proposals for the purchase and installation of one (1) new 30' wide x 6' high cantilever gate to replace the existing 24' entry gate. Proposals to be returned by Wednesday, August 18, 2010 prior to 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for Lake County Fairgrounds for the purchase and installation of one (1) new 30' wide x 6' high cantilever gate to replace the existing 24' entry gate, and ordered same for proposals to be returned by Wednesday, August 18, 2010 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 3-0.

NWJ COMMERCIAL FENCE

SECURITY INDUSTRIES

ACORN FENCE

Order #26 Agenda #31

In the Matter of L C Assessor – Consulting Contract with Terrence Bronowski for the year 2010 in an amount not to exceed \$14,520.00 at the rate of \$40.00 per hour.

Allen made a motion, seconded by Scheub, to ratify the Consulting Contract between L C Assessor and Terrence Bronowski for the year 2010 in an amount not to exceed \$14,520.00 at the rate of \$40.00 per hour. Motion carried 3-0. (SEE FILE "JULY 2010" FOR COPY OF ORIGINAL)

Order #27 Agenda #32

In the Matter of L C Plan Commission – Performance Bond Release and Resolution for J.J.E. Acres in the form of an Irrevocable Letter of Credit No. 615 in the amount of \$20,335.00.

Scheub made a motion, seconded by Allen, to approve the L C Plan Commission – Performance Bond Release and Resolution for J.J.E. Acres in the form of an Irrevocable Letter of Credit No. 615 in the amount of \$20,335.00. Motion carried 3-0.

RELEASE

WHEREAS, Thomas Echterling of J.J.E. Properties has on October 8, 2008 filed a PERFORMANCE BOND (Irrevocable Letter of Credit No. 615) issued by DeMotte State Bank in the amount of **Twenty Thousand Three Hundred Thirty Five Dollars (\$20,335.00) U.S. Dollars** for required improvements to **J.J.E. Acres**.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND (Irrevocable Letter of Credit No. 615) issued by DeMotte State Bank in the amount of **Twenty Thousand Three Hundred Thirty Five Dollars (\$20,335.00) U.S. Dollars** effective this date.

Dated 21st DAY OF July, 2010

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – J.J.E. Acres Subdivision

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for J.J.E. Acres Subdivision.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21ST DAY OF July, 2010

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

Order #27 Agenda #33

In the Matter of L C Plan Commission – Stoney Run Fields Subdivision Inspection Report and Resolution.

Scheub made a motion, seconded by Allen, to approve the L C Plan Commission – Stoney Run Fields Subdivision Inspection Report and Resolution. Motion carried 3-0.

Order #27 Agenda #33 (cont'd)

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – STONEY RUN FIELDS

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for STONEY RUN FIELDS.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21ST DAY OF July, 2010

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

Order #28 Agenda #34 A-E

In the Matter of L C Data Processing – Request for property disposal: A. Lake County Recorder; B. Lake County Surveyor; C. Lake County Data Processing; D. Lake County Community Economic Development Department; E. Lake County Surveyor.

Scheub made a motion, seconded by Allen, to approve the request for property disposal submitted by Lake County Data Processing on behalf of: A. Lake County Recorder; B. Lake County Surveyor; C. Lake County Data Processing; D. Lake County Community Economic Development Department; E. Lake County Surveyor, for un-repairable equipment disposed of by Illiana Computer Recycling Inc. at no cost to Lake County. Motion carried 3-0.

Order #29 Agenda #35A

In the Matter of L C Board of Commissioners of the County of Lake: Property Transfers: A. Letter from Mayor Clay requesting Property ID #45-08-16-253-003-000-004, 2315 Jackson Street, Gary, Indiana for the City of Gary.

NAT.

Order #30 Agenda #35B

In the Matter of L C Board of Commissioners of the County of Lake: Property Transfers – Legal Notice – Sale of Commissioner Owned Real Estate. Request for authorization of the sale of approximately 160 County owned properties for the sale date of August 27, 2010 at 10:00 A.M. in the Lake County Auditorium.

Scheub made a motion, seconded by Allen, to approve the Legal Notice regarding the Sale of Commissioner Owned Real Estate, and ordered same to approve the authorization of the sale of approximately 160 County owned properties for the sale date of August 27, 2010 at 10:00 A.M. in the Lake County Auditorium. Motion carried 3-0.

Cont'd.

Order #30 Agenda #35B (cont'd)

LAKE COUNTY BOARD OF COMMISSIONERS

Legal Notice
Sale of Commissioner Owned
Real Estate

Pursuant to the laws of the State of Indiana and by approval of a resolution of the Lake County Board of Commissioners, notice is hereby given that the commissioner owned properties listed in this notice will be sold. The winning bidder will receive a Commissioners' Deed to the property.

The Lake County Board of Commissioners will accept bids at a public auction to be at the Lake County Government Center, 2293 North Main Street, Building B, the courts building, Crown Point, Indiana in the Sidney Garner Auditorium which will begin at 10:00 a.m. on C.D.S.T. on August 27, 2010. The auction will close when the properties are sold or there are no bidders.

The real estate parcels that will be offered for sale on August 27, 2010 are only those that were sold on April 21, 2010 or April 22, 2010. This is the sale that had to be voided because of the contents of the notice and the lack of proper publication.

Any property that was offered for sale and for which there was no bid at the April 2010 sale will not be offered in the sale. In addition, no new properties will be added to the sale list.

The minimum sale price will be the winning bid for the property on April 21, 2010 or April 22, 2010.

There will be no registration fee charged for this sale. Bidders will be allowed to register until 9:45 a.m., August 27, 2010. Registration will terminate 15 minutes prior to the start of the auction to permit assigned personnel to move to the Sidney Garner Auditorium where the auction will be held.

The addresses and legal descriptions for the property are those listed in the Auditor's office and in the Treasurer's office. Do not rely upon either the address or the legal description in locating a property. The properties are being sold by parcel identification number and not by address or legal description. Because of the location of real estate, the address may not specifically relate to the real estate covered by the tax sale certificate. More importantly the legal descriptions are abbreviated legal descriptions and not complete.

The Lake County Board of Commissioners encourages any party who buys commissioner-owned real estate and receives a Commissioners' Deed to file a Quiet Title Action. The process is complicated. People who do not have legal counsel may have difficulties. While the Board of Commissioners cannot mandate a potential purchaser to obtain legal counsel and file quiet title, the Board of Commissioners encourages any potential bidder to seriously consider this avenue. Some people are able to negotiate the statute without legal advice, but some buyers fall prey to the procedural technicalities of the Quiet Title statute. The burden is on the purchaser of the real estate to evaluate his/her own abilities and choose what he/she will do both prior to and after purchase.

Dated this 7th day of July, 2010.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

(DONNIE: INSERT YOUR INFORMATION HERE)

END OF THIS LEGAL NOTICE

Order #31 Agenda #35C

In the Matter of L C Board of Commissioners of the County of Lake: Request for removal of Key No. 45-09-04-477-004.000-004 from the Commissioners Sale set for September 9, 2010. Lew Management Company.

Scheub made a motion, seconded by Allen, to approve the request for removal of Key No. 45-09-04-477-004.000-004 from the Commissioners Sale set for September 9, 2010, based on an on-going agreement involving the current owner which will result in the County receiving past due taxes and penalties, as so recommended by Commissioner's Attorney. Motion carried 3-0.

Order #32 Agenda #35E

In the Matter of L C Board of Commissioners of the County of Lake: Court Order/University Park Medical Center.

Scheub made a motion, seconded by Allen, to approve the removal of four (4) parcels from tax sale based on a Court Order Cause no. 45C01-0906-MI-00060 received by the LC Clerk July 8, 2010, the parcels are as follows:

45-08-22-158-008.000-004	45-08-22-158-007.000-004
45-08-22-158-006.000-004	45-08-22-158-009.000-004

Motion carried 3-0.

(MEMO RECEIVED FROM ATTORNEY DULL CC: JIM WIESER; NICHOLAS BARNES; UNIVERSITY PARK MEDICAL CENTER)

Order #33 Agenda #35D

In the Matter of L C Board of Commissioners of the County of Lake: 45-08-29-228-006.000-003 – James Nowacki.

Scheub made a motion, seconded by Allen, to make a matter of public record the issuance of tax sale certificate in the name of James Nowacki for Key No. 45-08-29-228-006.000-003. Motion carried 3-0.

Order #34 Agenda #36A

In the Matter of L C Board of Commissioners of the County of Lake: E-9-1-1: Second Amendment to Consulting Contract with IYP Solutions for an additional \$40,000.00.

Allen made a motion, seconded by Scheub, to approve the E-9-1-1: Second Amendment to Consulting Contract with IYP Solutions for an additional \$40,000.00. Motion carried 3-0.
(SEE FILE "JULY 2010" FOR DOCUMENT)

Order #35 Agenda #37

In the Matter of L C Board of Commissioners of the County of Lake: Resolution Honoring the 2010 Andean High School Baseball Team State Champions.

Scheub made a motion, seconded by Allen, to make the Resolution Honoring the 2010 Andean High School Baseball Team State Champions a matter of public record, read aloud. Motion carried 3-0.

Order #35 Agenda #38

In the Matter of L C Board of Commissioners of the County of Lake: Resolution Honoring Hobart High School Track and Field Brickie, Jarvis McMillian.

Scheub made a motion, seconded by Allen, to make the Resolution Honoring the Hobart High School Track and Field Brickie, Jarvis McMillian a matter of public record, read aloud. Motion carried 3-0.

Order #36 Agenda #39

In the Matter of L C Board of Commissioners of the County of Lake: Resolution authorizing the Refinancing of the Lake County Building Corporation Bonds.

Scheub made a motion, seconded by Allen, to approve the Resolution authorizing the Refinancing of the Lake County Building Corporation Bonds. Motion carried 3-0.
(FILED IN "JULY 2010" NUMBERED AS RESOLUTION NO. 10-12)
Cont'd.

Order #36 Agenda #39 (cont'd)

**EXCERPTS OF MINUTES OF A MEETING
OF THE LAKE COUNTY
BOARD OF COMMISSIONERS**

A meeting of the Board of Commissioners of the County of Lake was held at the Lake County Government Building, Crown Point, Indiana on July 21, 2010 at ~~10:30~~ ^{10:35} a.m., pursuant to notice duly given in accordance with I.C. 5-14-1.5 and the rules of the Board.

The meeting was called to order by the President of the Board of Commissioners.

On call of the roll, the members of the Board of Commissioners were present or absent as follows:

Present: FRANCES DuPEY, ROOSEVELT ALLEN, JR. & GERRY SCHEUB

Absent: NONE

A majority of the members present, the President presided and the Auditor kept the minutes of the meeting.

The minutes of the last meeting were read and, upon motion duly made, seconded and carried, the minutes of the previous meeting were approved.

John Dull, attorney for the Commissioners, gave the Commissioners an update of the municipal bond market conditions and the current potential of refunding the Lake County 2000 Building Corporation's First Mortgage Bonds, Series 2000, in order to achieve a savings from the refunding. He explained the course of proceedings taken to date pursuant to the previous directions of the Commissioners concerning the refunding and reviewed for the Board the actions taken by the Building Corporation. He then presented to the Board a form of resolution, and recommended by them for adoption for the purpose of authorizing the refunding and issuance of the Bonds, re-authorizing the formation of the Lake County 2000 Building Corporation, approving the First Amendment to the Lease and approving the form of Continuing

Order #36 Agenda #39 (cont'd)

Disclosure Undertaking. Upon motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED, that it is hereby determined to be proper and in the interest of the County and its taxpayers to refund the Lake County 2000 Building Corporation's (the "Building Corporation") First Mortgage Bonds, Series 2000, and such refunding is hereby authorized.

RESOLVED FURTHER, that it is hereby determined to be proper and in the public interest to reapprove the incorporation of the Building Corporation for the purpose of refinancing, financing, constructing and equipping certain facilities and leasing same to the County.

RESOLVED FURTHER, that the Articles of Incorporation and By-Laws of the Building Corporation are hereby reapproved

RESOLVED FURTHER, that Board of Commissioners hereby approves the existing Directors to act as Directors of Building Corporation.

RESOLVED FURTHER, that the issuance, sale and delivery by the Building Corporation of bonds designated "First Mortgage Refunding Bonds, Series 2010" in the aggregate principal amount not to exceed \$5,000,000, is hereby approved.

RESOLVED FURTHER, that the First Mortgage Refunding Bonds, Series 2010 constitute qualified tax-exempt obligations and are hereby designated as qualified tax exempt obligations for purposes of bank deductibility under Section 265(b)(3) of the Internal Revenue Code of 1986. The County does not expect to issue or have issued on its behalf any obligations in 2010, which when added to the amount of the First Mortgage Refunding Bonds, Series 2010, will exceed \$30,000,000.

RESOLVED FURTHER, that the officers of the County are hereby authorized on behalf of the County to approve and execute any certificates and documents on behalf of the County in connection with the refunding of the First Mortgage Bonds, Series 2000, of the Building Corporation and the issuance of the First Mortgage Refunding Bonds, Series 2010.

RESOLVED FURTHER, that the form of the First Amendment to Lease between Lake County (the "County") and the Building Corporation, as lessor, submitted to this meeting, be and the same hereby is approved.

RESOLVED FURTHER, that the Auditor is authorized and directed to initial and date a copy of the proposed First Amendment to Lease submitted this day to the Board of Commissioners and to place the same in the minute book immediately following the minutes of this meeting, and said First Amendment to Lease is made a part of this resolution as fully as if same were set forth herein.

RESOLVED FURTHER, that the First Amendment to Lease shall be executed by the Commissioners and attested by the Auditor.

RESOLVED FURTHER, that the form of the Continuing Disclosure Undertaking submitted to this meeting is hereby approved, and the President and Auditor are authorized to execute such agreement.

There being no further business to come before the meeting, the meeting was thereupon adjourned.

[Signature]
Auditor
Lake County, Indiana

ATTEST:
[Signature]
President, Board of Commissioners
Lake County, Indiana

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
APPROVED THIS 21st DAY OF July, 2010

Order #36 Agenda #50C

In the Matter of L C Board of Commissioners of the County of Lake: First Amendment to Lease between Lake County 2000 Building Corporation and Lake County, Indiana.

Scheub made a motion, seconded by Allen, to approve the First Amendment to Lease between Lake County 2000 Building Corporation and Lake County, Indiana. Motion passed 3-0.

FIRST AMENDMENT TO LEASE
BETWEEN
LAKE COUNTY 2000 BUILDING CORPORATION
AND
LAKE COUNTY, INDIANA

WHEREAS, the Lake County 2000 Building Corporation, an Indiana corporation (hereinafter called "Lessor"), and Lake County, Indiana, a municipal corporation existing under the laws of the State of Indiana (hereinafter called "Lessee"), did heretofore on August 2, 2000, enter into a Lease (hereinafter referred to as the "Lease") of the real estate described in Exhibit A attached hereto, which Lease was duly recorded in the office of the Recorder of Lake County, Indiana; and

WHEREAS, Lessor issued its First Mortgage Bonds, Series 2000 in the amount of Twenty Three Million Dollars (\$23,000,000) (hereinafter referred to as the "2000 Bonds") to finance the acquisition, renovation and expansion of the Lake county Juvenile Detention Center on the leased premises; and

WHEREAS, Lessor now desires to refund said 2000 Bonds outstanding, and thereby obtain a substantial savings and reduction in interest costs and also permit a reduction in the lease rental payments as hereinafter provided; now therefore,

IT IS AGREED by and between the Lessor and the Lessee that the Lease made and executed between them shall be amended as follows effective with the issuance and delivery by the Lessor of the First Mortgage Refunding Bonds, Series 2010, and the full release and discharge of the Trust Indenture, dated November 1, 2000.

1. Section 2 of the Lease is amended by adding at the end thereof a new paragraph as follows:

"All rentals shall be paid by Lessee to The Bank of New York Mellon Trust Company, N.A., in the City of Indianapolis, Indiana (hereinafter in this Lease referred to as the "Trustee"), as Trustee under the Trust Indenture dated as of July 15, 2010 (the "Trust Indenture") or to such other bank or trust company as may from time to time succeed The Bank of New York Mellon Trust Company, N.A., as Trustee under the Trust Indenture. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder. The Lease rentals shall be as shown on Exhibit B attached hereto."

Order #36 Agenda #50C (cont'd)

2. IT IS HEREBY FURTHER AGREED that all other provisions of the Lease, shall remain in effect.

Dated as of July 21, 2010.

LAKE COUNTY 2000 BUILDING CORPORATION

By: *[Signature]*
President

Attest:

[Signature]
Secretary

LAKE COUNTY, INDIANA

By: *[Signature]*
Commissioner

By: *[Signature]*
Commissioner

By: *[Signature]*
Commissioner

Attest: *[Signature]*
Auditor

Order #36 Agenda #50C (cont'd)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 27th day of July, 2010, personally appeared Delvert Cole and Veradjuke personally known to me to be the President and Secretary, respectively, of the Lake County 2000 Building Corporation, and acknowledged the execution of the foregoing First Amendment to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal.

Rose Koliboski
(Written Signature)

Rose Koliboski
(Printed Signature) Notary Public

(Seal)

My commission expires:

My county of residence is:



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 21 day of July, 2010, personally appeared Roosevelt Allen, Jr., Gerry Scheub, Frances DuPey and Peggy Holinga Katona, personally known to me to be the Commissioners and Auditor, respectively, of Lake County, Indiana, and acknowledged the execution of the foregoing First Amendment to Lease for and on behalf of said County.

WITNESS my hand and notarial seal.

Rose Koliboski
(Written Signature)

Rose Koliboski
(Printed Signature) Notary Public

(Seal)

My commission expires:

My county of residence is:



Order #36 Agenda #50C (cont'd)

EXHIBIT A
LEGAL DESCRIPTION

PARCEL I: The South 20 acres of the North 50 acres of the West 1/2 of the Southwest 1/4 of Section 29, Township 35 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.

PARCEL II: The South 30 acres of the Southwest 1/4 of the Southwest 1/4 of Section 29, Township 35 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.

- 6 -

EXHIBIT B
SCHEDULE OF SEMI-ANNUAL LEASE RENTAL PAYMENTS

<u>Date</u>	<u>Amount</u>
January 15, 2011	
July 15, 2011	
January 15, 2012	
July 15, 2012	

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

James A. Shanahan, Esquire

This instrument prepared by James A. Shanahan, Shanahan & Shanahan LLP, 230 W. Monroe, Suite 2620, Chicago, Illinois 60606.

- 7 -

Order #37 Agenda #40

In the Matter of L C Board of Commissioners of the County of Lake: Confirmation of membership of the Lake County Building Corporation.

Scheub made a motion, seconded by Allen, to confirm the membership of the Lake County Building Corporation (Delvert Cole, President; Kathe Benich, Vice President; Vera Djukic, Secretary). Motion carried 3-0.

Order #38 Agenda #41

In the Matter of L C Board of Commissioners of the County of Lake: Agreement with Government Fixed Asset Services, Inc. for financial reporting of capital assets for the County's fiscal year ending 12/31/09 to comply with GASB Statement No. 34 in an amount not to exceed \$9,950.00 plus expenses.

Scheub made a motion, seconded by Allen, to approve Agreement with Government Fixed Asset Services, Inc. for financial reporting of capital assets for the County's fiscal year ending 12/31/09 to comply with GASB Statement No. 34 in an amount not to exceed \$9,950.00. Motion carried 3-0.

Scheub made a motion, seconded by Allen, to approve the expenses (i.e. mileage). Motion carried 3-0.

Order #39 Agenda #42

In the Matter of L C Board of Commissioners of the County of Lake: Contract Agreement with Med-Staff, Incorporated on behalf of the Lake County Sheriff to provide medical staffing for the period of August 1, 2010 to July 31, 2011 in an amount not to exceed \$181,723.33 per month during 2010 and in an amount not exceed \$187,175.00 per month during 2011.

Scheub made a motion, seconded by Allen, to make an amendment the agenda to make a change in Item 42. Motion carried 3-0.

Scheub made a motion, seconded by Allen, to approve the terms of this Contract Agreement, with Med-Staff, Incorporated on behalf of the Lake County Sheriff to provide medical staffing, shall commence on the 1st day of August 2010 and shall continue in full force until the 31st day of December 2011 unless terminated at an earlier date and according to paragraph XIV (14) on page 4. Robert Malizzo, President/Med-Staff Inc. present. Motion carried 3-0.

07/08/2010 09:00 FAX

002/007

CONTRACT AGREEMENT

This Agreement made and entered into this 1st day of August, 2010 by and between Med-Staff Incorporated, hereinafter referred to as the "Agency" and County of Lake and the Sheriff of Lake County, hereinafter referred to as the "Client"

I. RECITALS

A) The Agency is an Indiana Corporation, licensed under the laws of the State of Indiana, engaged in the business of providing Medical Staffing for clients. The Client operates a jail facility in the County of Lake State of Indiana. The Client, therefore, hired certain employees and independent contractors to fulfill the staffing requirements of the County Jail. The Client desires to retain the services of an independent contractor to provide staffing services in the areas of Physicians, Nurse Practitioners/Physicians Assistant, Registered Nurses, Licensed Practical Nurses, Medical Assistants, Crisis Intervention Personnel, Medical Unit Secretary, Medical Record Clerks and Emergency Medical Technician's.

B) Therefore, it is mutually agreed by and between the Agency and the Client that the Agency will provide services to the Client under the following terms and conditions specifically set forth herein.

II. TERM OF AGREEMENT

The term of this agreement shall commence on the 1st day of August, 2010 and shall continue in full force until the 31st day of ~~July~~ *December*, 2011 unless terminated at an earlier date in accordance with paragraph XIV on page 4.

III. FURNISHING OF SERVICES

The Agency shall furnish Skilled Nurse Practitioners/Physician Assistant, Registered Nurses, Licensed Practical Nurses, Medical Assistants, Courts Liaison, Medical Unit Secretary, Medical Record Clerks and Emergency Medical Technician's to the Client pursuant to specific requests. The exact number, designation and hours of duty of the medical specialist will be as established from time to time by the Client or their respective designees.

IV. COMPENSATION AND BILLING

A) The Agency hereby agrees to provide the services to the Client pursuant to the rate schedule attached hereto and incorporated herein as "Exhibit 1".

B) The Client agrees to pay at the beginning of each month the amount specified on Exhibit # 1, which is attached hereto and incorporated herein by reference.

C) If it is necessary for the Agency to employ an attorney for collection of an invoice balance that is not disputed by either party and remains outstanding for over 30 days, the Client is hereby responsible for any and all attorney fees and costs of collection incurred by the Agency.

D) Agency shall make no additional charges to Client patients or other third party payer, for services rendered during regularly scheduled Client hours or for services for which Client has paid the Agency. The fees paid by Client represent the Agency's full compensation for services rendered to patients under obligation to Client for treatment.

Order #39 Agenda #42 (cont'd)

07/08/2010 09:00 FAX

003/007

V. HIRING PROVIDERS AND EMPLOYEES

A) Client acknowledges the special nature of the relationship that exists between the Agency and the personnel which the Agency will provide herein and that the recruiting, training and maintaining of a personnel pool by the Agency is a costly and time-consuming endeavor. The Client promises and agrees that at no time during the term of this Agreement or any renewals hereof, and for a period of (1) year following an employees first assignment at the clients facility, the Client will not directly or indirectly through any means whatsoever, impair or initiate any attempt to impair the relationship which exists between the Agency and its health care providers including, but not limited to, hiring said health care providers furnished to Client herein as employees of the Client.

B) In addition to all legal remedies that may exist for breach of contract, the Client agrees that injunctive or other equitable relief shall be available to enforce this covenant as contained in section V. herein, and such relief shall be available without necessity of the Agency posting any bond.

C) In addition to the equitable relief available to the Agency, the Client agrees that as liquidated damages herein if Client violates this Paragraph of the Agreement that it shall pay to the Agency as follows: If the violation occurs within one hundred and eighty days (180) days of the health care provider sending the employee to the Client, then Client shall pay a sum equal to ten (10%) percent of that particular health care providers base salary computed on a full time forty (40) hour work week. If the violation occurs within one hundred and eighty one (181) days to three hundred and sixty five days after said provider sends employee to the Client under this Agreement, then the Client shall pay to the Agency an amount equal to five (5%) percent of said health care providers base salary with the Client based on a full time forty (40) hour work week.

VI. MEDICAL SPECIALIST REQUIREMENTS

A) The Agency hereby represents and acknowledges that all of its employees are properly licensed by the State of Indiana in their respective and have taken and successfully completed a drug screen and that all medical and healthcare providers supplied by the Agency shall meet all local, state and federal laws, rules and regulations related to personnel supplying medical services and care to inmates of a county jail. Finally, the Agency represents that all of its employees have at least one year experience in the position of their proposed employment.

B) If any specialized training is required and requested in writing by the Client, in addition to the training already provided by the Agency, to meet all state and federal standards for medical providers providing services in a county jail, the Client shall bear the entire cost of providing said services and training. This portion of the Agreement can be altered by further agreement of the parties.

VII. INSURANCE

A) The Agency shall furnish at it's own expense and will keep in full force and effect at all times during the term of this Agreement the following insurance:

1. General Liability Insurance with a two million dollar aggregate coverage.
 2. Medical Malpractice Insurance with coverage of 1 million dollars per occurrence and a 3 million dollar aggregate coverage.
 3. Worker's Compensation Insurance as provided or required by Indiana Statute.
-

Order #39 Agenda #42 (cont'd)

07/08/2010 09:00 FAX

004/007

4. The Agency will provide, maintain and keep current a certificate of and proof of insurance by filing same with the Warden of the Lake County Jail and the Lake County Auditor.

B) Agency shall notify the Warden of the Lake County Jail of any changes in its insurer, policy limits and all notices of cancellation of any policy of insurance. All policies of insurance obtained or maintained by Agency to meet the requirements of this agreement shall include the "County of Lake" as an additional named insured during the time this agreement is in force.

VIII. EMPLOYEES OF AGENCY

All medical specialists furnished by the Agency will be employees of the Agency and not the Client. The Agency will have the sole responsibility of paying the salaries, taxes and all other expenses relating to such employees of the Agency unless otherwise stated herein. The medical specialists provided by the Agency to the Client shall be under the direct supervision and control of an agent of the Client.

IX. INDEPENDENT CONTRACTOR

A) This Agreement shall not prohibit the Agency from performing services for others and the Agency shall be paid only on the basis of the services that Agency actually performs and provides to the Client.

B) It is expressly acknowledged by the parties that the Agency is an "independent contractor" and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or to allow the Client to exercise control or direction over the Agency's business operations.

C) The services to be provided hereunder by the employees of the Agency shall be provided in a manner consistent with the standards governing such services the provisions of this Agreement and all applicable state and federal laws and regulations.

D) The Agency and any medical specialists employed by the Agency understand and agree that the health care provider will not be treated as a Client employee for federal tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body relating to the employees of the Agency or make available any of the benefits afforded to employees of the Client, all of such payments, withholdings and any other benefits, if any are the sole responsibility of the Agency and the Agency will indemnify and hold the Client harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits, if any.

E) In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent provider status of the Agency or its employees with respect to the Client, the parties hereby mutually agree that both the Agency and the Client shall have the right to participate in any discussions or negotiations occurring with such agency or agencies, irrespective of whom or by whom such discussions or negotiations are initiated. The Agency shall provide documentation showing that appropriate withholdings have been made and paid to the appropriate governmental agencies upon the request of the Client.

X. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

A) The County and the Agency will operate the Service at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the Hospital, the Medical Staff Bylaws, the applicable standards of JCAHO, the NCCHC and all currently accepted and approved methods and practices of each specialty. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Sec. 1395 (b) and 1396 (b)).

07/08/2010 09:00 FAX

Order #39 Agenda #42 (cont'd)

005/007

B) All medical records and patient information shall be and remain confidential information which is the property of the Client and the Agency and its employees shall each execute confidentiality agreements and comply with all state, federal and HIPPA laws and regulations concerning or related to the recording, storage and release of any and all medical records and medical information.

XI. SERVICES

The Agency's medical specialists shall, in conjunction with this Agreement, provide those medical services requested by the Client from time to time. The Client's request shall not be outside the particular employee's expertise and licensing.

XII. EXECUTION AND APPLICABLE LAW

This Contract Agreement has been executed in Indiana and shall be governed in accordance with the laws of the State of Indiana in every respect. In the event of a dispute over any term and/or condition, the issue shall be first mediated before a mediator selected by agreement of all parties prior to any court proceeding being implemented or filed. If any portion of said Contract is found legally unenforceable, the balance of said Contract shall remain in full force and effect. The parties agree that jurisdiction and Venue of any and all disputes that may arise under this agreement is and shall be in the Lake County Circuit and Superior Courts.

XIII. NOTICE REQUIREMENTS

Any notices required hereunder may be sent or delivered to the Agency at 626 East Third Street, Hobart, Indiana 46342 and/or to the Client at Lake County Sheriff, 2293 North Main Street Crown Point, In 46383, unless a different address has been subsequently selected and notice thereof communicated to the other party in writing. Other recognized means of written communication such as certified mail, telegram fax or in-hand personal service shall also constitute an acceptable method of giving notice hereunder.

XIV. TERMINATION

A) This Agreement shall terminate upon any material breach or default by either party in the performance of any obligation hereunder which is not or cannot be cured within fourteen (14) days after written notice to the breaching or defaulting party of the existence of such breach or default.

B) Either party may terminate said Agreement without cause by providing written notice served upon the other party either in person or by certified mail, return receipt requested. The Agreement shall terminate forty-five (45) days after service of said notice.

C) Upon termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder, except for obligations accruing prior to the date of termination and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement including, without limitation to confidentiality of information, indemnities and releases.

XV. AGENCY RELATIONSHIP

A) Nothing in this Contract shall be deemed to create a partnership or agency relationship between the Agency and the Client. Further, the Agency shall not be responsible for any actions of the employees of the Client.

Order #39 Agenda #42 (cont'd)

07/08/2010 09:00 FAX

006/007

B) The Agency will maintain and provide for the Client's inspection all documentation pursuant to law and health care regulations as they pertain to all health care providers furnished to the Client hereunder.

C) The agency will assist the Client in reviewing all policies and procedures applicable to providing medical services to inmates at the Lake County Jail and shall attend all peer review committee meetings conducted by the Client relating to quality assurance, risk management and utilization reviews.

XVI. IDEMNIFICATION

The Agency agrees to indemnify and hold the Client harmless on any and all claims, causes of action, costs, attorney fees and any other expenses relating to the medical and other services provided to the Client by its agents, servants or employees. It is agreed that each party to this Agreement shall be responsible for its own acts and /or omissions and are not responsible for the acts and/or omissions of the other party. Each party shall immediately notify the other of any cause of action commenced by any third party that may relate to the medical services provided by the Agency to any inmate and the parties further agree to cooperate and assist the other in defending any cause of action relating to medical services provided to inmates at the Lake County Jail.

XV. AGENCY INFORMATION

A) Agency shall provide and keep current a listing of the name, cellular phone number, pager number, email address and other contact information of all health care providers of the Agency who provide medical services to the Client for the purposes of contacting each if required to provide any information relating to the medical care of any inmate.

B) Agency and its employees shall adhere and be bound by all rules and regulation of the Lake County Jail relating and shall keep confidential and secure any and all passwords, security protocols and information relating to the security of the Lake County Jail.

C) All employees of the Agency shall agree to and be subject to any random drug and alcohol testing conducted by the Client and shall be subject to criminal background checks by the Client. Client retains the right to notify Agency of any personnel problems or issues that may arise with any Agency employee or health care provider and upon such notice the Agency agrees to immediately rectify the problem after consultation with the Client and/or replace the Agency employee with another acceptable health care provider of the Agency.

Order #39 Agenda #42 (cont'd)

08/02/2010 09:53 FAX

002/002


XVI. ENTIRE AGREEMENT

This Contract contains all of the terms and conditions agreed upon by the Agency and the Client with respect to the independent contract relationship contained herein and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written.

MED STAFF, INC.

**Board of Commissioners
Lake County Indiana**

BY: _____
Robert Malizzo, President


Roosevelt Allen, Commissioner

Date July 21, 2010

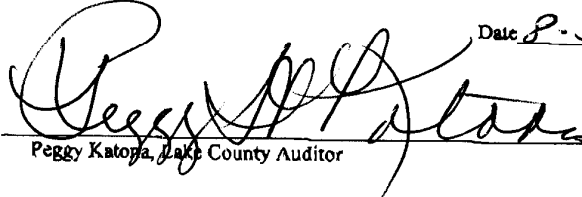
Date July 21, 2010


Frances DuPuy, Commissioner

Date July 21, 2010


Gerry I. Scheub, Commissioner

Date 8-5, 2010

Attest: 
Peggy Katona, Lake County Auditor

Date July 21, 2010

Roy Dominguez, Sheriff of Lake County

Date _____, 2010

*Exhibit #1 on file "JULY 2010"

Order #40 Agenda #44

In the Matter of L C Board of Commissioners of the County of Lake: Deed to St. Nicholas Byzantine Catholic Church parcel identification No. 45-07-08-151-006.000-023.

Allen made a motion, seconded by Scheub, to approve the transfer by deed from LAKE COUNTY, by and through its BOARD OF COMMISSIONERS of the County of Lake, State of Indiana, CONVEYS AND WARRANTS to ST. NICHOLAS BYZANTINE CATHOLIC CHURCH, 8013 Columbia Avenue, Munster, Indiana 46321, Parcel ID No. 45-07-08-151-006.000-023. Motion carried 3-0.
(ORIGINAL DEED RECORDED COPY ON FILE)

Order #41 Agenda #45

In the Matter of L C Board of Commissioners of the County of Lake: Town of Cedar Lake, Lake County, Indiana Resolution No. 1019, a Resolution Authorizing the entry into a joint interlocal cooperation agreement between the Town of Cedar Lake, Indiana; Lake County, Indiana; and the Hanover Community School Corporation for the construction of a new middle school, and all matters related thereto.

Order #41 Agenda #45 (cont'd)

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Town of Cedar Lake, Lake County, Indiana Resolution No. 1019, a Resolution Authorizing the entry into a joint interlocal cooperation agreement between the Town of Cedar Lake, Indiana; Lake County, Indiana; and the Hanover Community School Corporation for the construction of a new middle school, and all matters related thereto, recorded as Document no. 2010 037921. Motion carried 2-1, DuPey abstain.
(SEE FILE "JULY 2010" FOR ORIGINAL)

Order #42 Agenda #46

In the Matter of L C Board of Commissioners of the County of Lake: Letter from Lake County Board of Elections and Registration concerning Lake County Government Center Garage and Loading Dock Access Issues.

Scheub made a motion, seconded by Allen, to support the Lake County Board of Elections and Registration concerning Lake County Government Center Garage and Loading Dock Access issues in the letter submitted. Motion carried 3-0.

Order #43 Agenda #48

In the Matter of L C Board of Commissioners of the County of Lake: Emergency repairs performed by Johnson Controls, Inc. at the Hammond Courthouse in the amount of \$6,500.00 to be ratified (invoice date 6-23-10).

Scheub made a motion, seconded by Allen, to approve to pay Johnson Controls, Inc. \$6,500.00 for emergency repairs performed at the Hammond Courthouse. Motion carried 3-0.

Order #44 Agenda #49

In the Matter of L C Board of Commissioners of the County of Lake: Letter from Enbridge Energy Company, Inc. concerning Enbridge Griffith Lateral 24" diameter pipe line 64.

Scheub made a motion, seconded by Allen, to make a matter of public the letter from Enbridge Energy Company, Inc. concerning Enbridge Griffith Lateral 24" diameter pipe line 64. Motion carried 3-0.

Order #45 Agenda #50

In the Matter of L C Board of Commissioners of the County of Lake: Check No. 5375 from Joseph S. Irak – Lake County Plan Commission vs Kohlway.

Scheub made a motion, seconded by Allen, to approve and accept Check No. 5375 from Joseph S. Irak – Lake County Plan Commission vs Kohlway, and ordered same to quietus check in the general fund. Motion carried 3-0.

Order #46 Agenda #50A

In the Matter of L C Board of Commissioners of the County of Lake: Letter from Commissioners Attorney concerning two Lake County Juvenile Center vehicles.

Scheub made a motion, seconded by Allen, to have the two vehicles of the Lake County Juvenile Center sold at an auction, either LC Highway auction or Sheriff auction which ever takes place first. Motion carried 3-0.

1998 Chevrolet	Lumina	White	VIN2G1WL52MIW9234041
2000 Dodge	Caravan	Green	VIN2BGP253XYR884827

Order #47 Agenda #50B

In the Matter of L C Board of Commissioners of the County of Lake: Consulting Contract with Whittaker and Associates for financial management services concerning the American Recovery and Reinvestment Act.

Allen made a motion, seconded by Scheub, to approve the recommendation of the Commissioners Attorney to designate Curtis Whittaker of Whittaker and Associates to provide financial management services concerning the American Recovery and Reinvestment Act. Motion carried 3-0.
(NO CONTRACT PRESENTED)

Order #48 Agenda #53

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, July 21, 2010.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, July 21, 2010. to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order #49 Agenda #54

In the Matter of Service Agreements

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

L C CALUMET TOWNSHIP ASSESSOR	W/ Global Enterprises
L C CALUMET TOWNSHIP ASSESSOR	W/ Copier Consultant
L C ELECTIONS & REGISTRATION	W/ Imaging Office Systems, Inc.
L C HEALTH DEPARTMENT	W/ Chester, Inc.
L C HEALTH DEPARTMENT	W/ Chester, Inc.
L C HEALTH DEPARTMENT	W/ Stericycle, Inc.
L C PROSECUTOR	W/ Chester Inc.
L C PROSECUTOR	W/ Chester Inc.
L C PROSECUTOR	W/ Chester Inc.
L C SHERIFF DEPARTMENT	W/ Noritsu

Order #50 Agenda #55

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by Allen, to approve the Poor Relief Decisions. Motion carried 3-0.

Janet Triplett	-Approved
Valira Lewis	-Approved
Rufus Purnell	-Approved
Keifer Calliway	-Approved
Dowald Chamberlain	-Approved on condition
Duana West	-Approved
Benjamin Kitchens	-Approved
Elayne Willis	-Approved on condition
Tarchelle Champion	-Approved
Karen Barnes	-Approved
Elizabeth Over	-Approved
Adrian Goudeau	-Approved
Edmonia Butchee	-Approved on condition
Wendy Colbert	-Approved
Alice Jordan	-Approved
Myrna White	-Approved
Martha Clark	-Approved on condition
Judy Givens	-Approved on condition
Anita Underwood	-Approved
Vanessa Williams	-Approved
Ricky Evanskich	-Approved
Karen Barnes	-Approved
Monique McClellan	-Approved
Dale Kendrick	-Denied
Andre Dawson	-Remanded to township for further consideration and review
Monica Brown	-Denied for appellant's failure to appear
Zoraida Pelot	-Denied for appellant's failure to appear
Victoria Mobley	-Denied for appellant's failure to appear
Gladys Manning	-Denied for appellant's failure to appear
Jasmine Coleman	-Denied for appellant's failure to appear
Maggie Cobb	-Denied for appellant's failure to appear
Ralph Gurdotti	-Denied for appellant's failure to appear
Raphael Harris	-Denied for appellant's failure to appear
Chantelle Sims	-Denied for appellant's failure to appear
Taccarra Anderson	-Denied
Harold Green	-Denied
Latonya Woodard	-Denied
Benjamin Jones	-Denied
Rita Vargas	-Denied
April Holares	-Denied for appellant's failure to appear
Krystle Irvin	-Denied for appellant's failure to appear
Mario Berry	-Denied for appellant's failure to appear
Posey Lowe	-Denied for appellant's failure to appear
Latoya Beamon	-Denied for appellant's failure to appear
Vanessa Williams	-Denied for appellant's failure to appear
Adrienne Mordica	-Denied for appellant's failure to appear
James Farris	-Denied for appellant's failure to appear
Beverly Eddings	-Denied for appellant's failure to appear
Jason Strwyf	-Denied for appellant's failure to appear
Pearlie Williams	-Denied for appellant's failure to appear
Dwayne Wagner	-Remanded to township for further consideration and review
Benjamin Kitchens	-Remanded to township for further consideration and review
Sirmatha Jones	-Denied
Brittany Brown	-Remanded to township for further consideration and review
Lisa Hicks	-Denied
Patricia Hart	-Denied
Miranda Griffin	-Denied
Kerra Jackson	-Denied
Shirley Stokes	-Denied for appellant's failure to appear
Dwight Jelks	-Denied for appellant's failure to appear
Dameyon Bean	-Denied for appellant's failure to appear
Juanae Joshua	-Denied for appellant's failure to appear
Ashley Sutherland	-Denied for appellant's failure to appear
Santurnina Johnson	-Denied for appellant's failure to appear
Phyllis Foster	-Denied for appellant's failure to appear
Gregory Lampley	-Denied for appellant's failure to appear
Jo Anna Stewart	-Remanded to township for further consideration and review
Paul Byndum	-Denied
Rufus Purnell	-Denied
Teresa Powe	-Denied
Gerald Woodall	-Denied for appellant's failure to appear
Ferald Gonzalez	-Denied for appellant's failure to appear
Anna Hall	-Denied for appellant's failure to appear
Anthony Curry	-Denied for appellant's failure to appear
Glen Moore	-Denied for appellant's failure to appear
Robert Holland	-Denied for appellant's failure to appear
Sharonda Greer	-Denied for appellant's failure to appear
DeAnna Sims	-Denied for appellant's failure to appear
Brenda McCreary	-Denied for appellant's failure to appear
Andrea Burnside	-Denied for appellant's failure to appear

Order #50 Agenda #55 (cont'd)

Jason Shepard -Denied for appellant's failure to appear
 Cornelius Thompson -Denied for appellant's failure to appear

NORTH TOWNSHIP TRUSTEE DECISIONS

Milette Thomas -Approved
 John Banks -Approved
 Melvin L. Solomon -Approved
 Julie Tetens -Approved
 Kimberly Robinson -Approved
 Dennis Fields -Approved
 Laurie Hull -Approved
 Houston Grant -Approved
 Hansen Davis -Approved
 Thomas Brown -Approved
 Doretha Davis -Approved
 Timothy Williams -Approved
 Willie Cobb -Approved
 Tony Ratcliff -Approved
 Maurice Jones -Denied
 Estella Richardson -Denied/FTA
 Jose Gonzalez -Denied/FTA
 JoAnn Johnson -Denied/FTA
 Richard Bozek -Denied/FTA
 Tiffany Atwood -Denied/FTA
 Willie Cobb -Denied/FTA
 Andrew Wheeler -Denied/FTA
 Derrick Ligon -Approved
 Thomas David -Approved
 George Rias -Approved
 Kevin Jackson -Approved

Order #51 Agenda #58

In the Matter of L C Board of Commissioners of the County of Lake: Lake County Council Ordinances and Resolutions.

After a brief discussion with Councilman Blanchard regard Ordinance No. 1285B-13, An Ordinance Amending Ordinance 1285-B Lake County Human Resources Manual, Scheub made a motion, seconded by Allen, to approve all the Ordinances and Resolutions submitted by the Lake County Council. Motion carried 3-0.

ORDINANCE NO. 1285B-13**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:

DELETE:**Early Retirement Plan Options.**

A. Notwithstanding the above section (Health Insurance Upon Retirement) eligible employees who retire on or before December 31, 2009, 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 receive health benefits at the same cost as active employees for a term of five years. Employees who retire under this option may return to work performing duties under the job description of the position from which he/she retired, in a part-time status at an hourly rate equal to their full-time hourly compensation, not to exceed 24 hours per week.

Order #51 Agenda #58 (cont'd)

B. Retirement options open upon passage of this Ordinance and continue through December 31, 2009. Early retirement option applicants must file with the Human Resources Department (Insurance Dept.) not later than November 1, 2009 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.

INSERT:

Early Retirement Plan Options.

A. Notwithstanding the above section (Health Insurance Upon Retirement) eligible employees who retire on or before December 31, 2010, 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 receive health benefits at the same cost as active employees for a term of five years. Employees who retire under this option may return to work performing duties under the job description of the position from which he/she retired, in a part-time status at an hourly rate equal to their full-time hourly compensation, not to exceed 24 hours per week.

Option 3: Active full-time employees age 65 and over and Medicare eligible with a minimum of five years of continuous service may retire under this option and shall receive a \$5,000.00 payment. This option would not impact the employees eligibility or ineligibility for additional benefits they may be entitled to.

B. Retirement options open upon passage of this Ordinance and continue through December 31, 2010. Early retirement option applicants must file with the Human Resources Department (Insurance Dept.) not later than October 15, 2010 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 13th DAY OF July, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

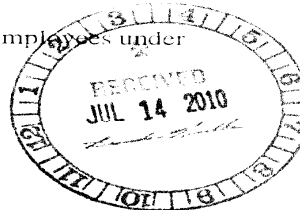
Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome Prince
JEROME PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Guernsey Wiley

Approved
APPROVED THIS 13th DAY OF July, 2010

Order #51 Agenda #58 (cont'd)

RESOLUTION NO. 10-75

**RESOLUTION IN SUPPORT OF A STATE LAW IN INDIANA
BANNING THE USE OF AN ELECTRONIC
COMMUNICATION DEVICE TO "TEXT" WHILE DRIVING A MOTOR VEHICLE**

WHEREAS, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

WHEREAS, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4-, et. seq.; and

WHEREAS, the use of an electronic communications device, a cell phone, to compose, send, or read an electronic message (texting) while driving is distracting, dangerous and has been the cause of many motor vehicles collisions, resulting in injury and death; and

WHEREAS, 30 States, the District of Columbia and one U.S. Territory have banned texting for all drivers while driving a motor vehicle; and

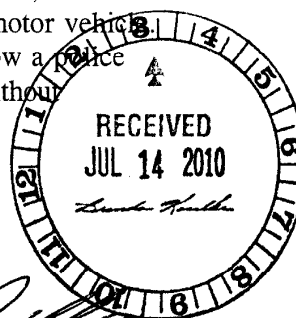
WHEREAS, 11 of the 30 States have enacted laws allowing a police officer to cite a motorist for texting while driving without any other traffic offense taking place; and

WHEREAS, the Lake County Council supports a State Law in Indiana which would prohibit texting by any driver while driving a motor vehicle, and allow police officers to cite the offender without any other traffic offense taking place.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council supports a State Law in Indiana banning the use of an electronic communication device, including but not limited to cell phones, to compose, send or read an electronic message, "texting", while driving a motor vehicle. Further, the Lake County Council supports a State Law which would allow a police officer to cite a driver who is in violation of the prohibition on texting without any other traffic offense taking place.

SO RESOLVED THIS 13th DAY OF July, 2010.



Thomas O'Donnell
THOMAS O'DONNELL, President

CHRISTINE CID

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
Ernie Dillon
Ernie Dillon

Ernie Franklin
ERNE FRANKLIN

Ted F. Bilski
TED F. BILSKI

APPROVED THIS 13th DAY OF July, 2010
Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

*attachment on file.

Order #51 Agenda #58 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Dewey
James Schuch

ORDINANCE NO. 1325A

Barbara Kelly
APPROVED THIS 13th DAY OF July 2010

**ORDINANCE ESTABLISHING PER DIEM FOR
TOWNSHIP ASSESSORS PURSUANT TO I.C. 36-6-8-5 AND I.C. 36-6-8-10**

WHEREAS, I.C. 36-2-3.5-3 provides that the Lake County Council is the fiscal and legislative body for Lake County, Indiana; and

WHEREAS, I.C. 36-2-3.5-5 provides that the Lake County Council shall pass all ordinances, orders, resolutions and motions for the government of the County in the manner prescribed by I.C. 36-2-4, et. seq.; and

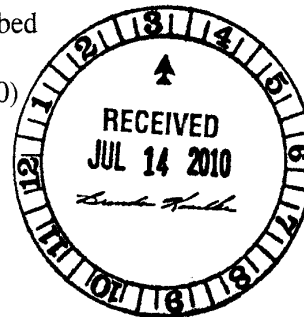
WHEREAS, I.C. 36-6-8-5, provides that a Township Assessor, when performing reassessment duties prescribed by I.C. 6-1.1-4, may receive per diem compensation in addition to a salary, at a rate fixed by the County fiscal body for each day that the Assessor is engaged in the reassessment activities; and

WHEREAS, pursuant to I.C. 36-6-8-10, the County fiscal body shall fix the appropriate money to pay the per diem established under I.C. 36-6-8-5; and

WHEREAS, the Lake County Council desires to establish the amount of Fifty (\$50.00) Dollars per day as per diem compensation pursuant to I.C. 36-6-8-5 and I.C. 36-6-8-10.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That when performing real property reassessment duties prescribed by I.C. 6-1.1-4, a Township Assessor shall receive per diem compensation in addition to a salary, at the rate of Fifty (\$50.00) Dollars per day.



SO ORDAINED THIS 13th DAY OF July, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #51 Agenda #58 (cont'd)

RESOLUTION NO. 10-70

**RESOLUTION HONORING JARVIS MC MILLIAN,
STATE CHAMPION OF THE 100, 200 AND 400 METERS**

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

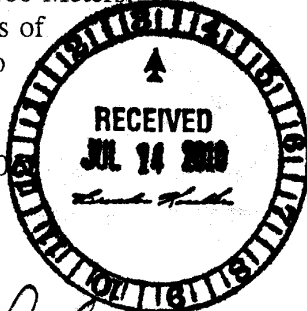
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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, JARVIS MC MILLIAN, a Junior at Hobart High School became the first male in IHSAA history to win the 100, 200 and 400 meters at the Boys Track and Field State Championship on June 5, 2010 in Bloomington, Indiana.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JARVIS MC MILLIAN the IHSAA Boys Track and Field Champion - 100, 200 and 400 Meters; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to JARVIS MC MILLIAN.

DULY ADOPTED by the Lake County Council, this 13th day of July, 2010



Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL, President

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DeKey
Larry Schuch
Robert Lee
APPROVED THIS 21st DAY OF July, 2010

Order #51 Agenda #58 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 10-71

RESOLUTION HONORING ANDREAN
HIGH SCHOOL BOYS BASEBALL TEAM

Francis Zuley
Larry Schuch
Robert Allen
APPROVED THIS 14 DAY OF July 2010

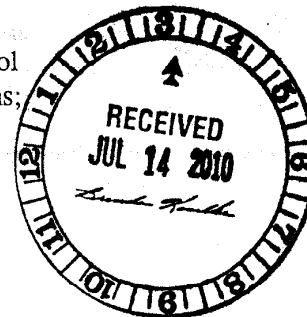
WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

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, Andrean High School Boys Baseball Team, captured the IHSAA Class 3A Baseball Championship, with a 6-1 victory over the Jasper Wildcats on June 19, 2010 at Victory Field in Indianapolis; and winning the School's second consecutive State Title and third title since 2005.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Andrean High School Baseball Team, the IHSAA Class 3A Baseball State Champions; 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 the Andrean High School Boys Baseball Team.



DATED THIS 13th day of July, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

Christine CID
CHRISTINE CID

Ernie Dillon
ERNIE DILLON

Larry Blanchard
LARRY BLANCHARD

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #51 Agenda #58 (cont'd)

RESOLUTION NO. 10-72

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2009 JAIL INVOICE/DEBT FROM THE 2010 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2010 Budget; and

WHEREAS, the following invoice/debt was incurred in the Budget year of 2009 has not been paid:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
FMC Crown Point	\$ 2,800.00

WHEREAS, the Sheriff's Department desires to pay the above jail invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2010 Budget the following jail invoice/debt incurred in the calendar year 2009 as follows:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
FMC Crown Point	\$ 2,800.00



SO RESOLVED THIS 13TH DAY OF JULY, 2010.

Thomas O'Donnell
 THOMAS O'DONNELL, President

CHRISTINE CID
Larry Blanchard
 LARRY BLANCHARD
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

Thomas Dill
Harry Schenk
Boonville
 APPROVED THIS 14 DAY OF JULY 2010

Order #51 Agenda #58 (cont'd)

RESOLUTION NO. 10-73

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2009 INVOICES/DEBTS FROM THE 2010 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2010 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget year of 2009 have not been paid:

<u>001-0500-42110</u>	<u>Office Supplies</u>
Gateway Business Systems, Inc.	\$ 2,916.71

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2010 Budget the following invoices/debts incurred in the calendar year 2009 as follows:

<u>001-0500-42110</u>	<u>Office Supplies</u>
Gateway Business Systems, Inc.	\$ 2,916.71



SO RESOLVED THIS 13th DAY OF JULY, 2010.

Thomas O'Donnell
 THOMAS O'DONNELL, President

CHRISTINE CID

Larry Blanchard
 LARRY BLANCHARD
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 Dwyer
Larry Schuch
Bonnie...
 APPROVED THIS 13 DAY OF July, 2010

Order #51 Agenda #58 (cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Duley
Ernie Dillon
Ernie Dillon
APPROVED THIS 13th DAY OF July 2010

RESOLUTION NO. 10-74

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY
OUTSTANDING 2008 AND 2009 JAIL INVOICES/DEBTS FROM THE 2010 BUDGET**

WHEREAS, the Sheriff's Department of Lake County is currently operating in the 2010 Budget; and

WHEREAS, the following invoices/debts were incurred in the Budget years of 2008 and 2009 have not been paid:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
Methodist Hospital (2008)	\$ 8,262.31
Thyroid & Diabetes (2009)	350.00
Methodist Northlake Physician (2009)	2,625.00
Northshore Health Center (2009)	<u>110.00</u>
	\$11,347.31

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2010 Budget the following jail invoices/debts incurred in the calendar years 2008 and 2009 as follows:

<u>001-3100-43120</u>	<u>Medical & Hospital Services</u>
Methodist Hospital (2008)	\$ 8,262.31
Thyroid & Diabetes (2009)	350.00
Methodist Northlake Physician (2009)	2,625.00
Northshore Health Center (2009)	<u>110.00</u>
	\$11,347.31



SO RESOLVED THIS 13TH DAY OF JULY, 2010.

Thomas O'Donnell
THOMAS O'DONNELL, President

CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #52

In the Matter of Commentary

Gentlement speaking in audience – inaudible, but Commissioner DuPey thanked him as well and Kathe Benich.

Jim Nowacki speaking in reference to an item on the agenda he felt was unnecessary regarding the sale of tax deeds, etc.

Geane Anderson – of Lake Dalecarlia Property Owners Association thanked the Board of Commissioners

Order #53 Agenda #52A

In the Matter of Review and Approval of Minutes: Regular Meeting Wednesday, June 16, 2010.

Allen made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Wednesday, June 16, 2010, Regular Meeting. Motion carried 3-0.

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

The next Board of Commissioners Meeting will be held on Wednesday, August 18, 2010 at 10:00 A.M.

The following officials were Present:

Attorney John Dull
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

FRANCES DUPEY, PRESIDENT

ROOSEVELT ALLEN JR., COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR