

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 8th day of July, 2008 at about 3:40 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 8th day of July, 2008 at about 3:40 p.m.

Order #1 Agenda #5A

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

Allen made a motion, seconded by Scheub, to approve the opening of the Bids/Proposals. Motion passed 2-0, DuPey away.

Order #2 Agenda #5B

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

Allen made a motion, seconded by DuPey, to approve the Additions: **Item #9A** – Bids for the Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch to be opened; **Item #9B** – Addendum #1 Lake County Bridge #84, 121st Avenue over Niles Ditch; **Item #9C** – Bids for the Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89th Avenue to King Place to be opened; **Item #9D** – Bids for the Reconstruction of Wallace Street Located in Hermits Lake Subdivision to be opened; **Item #49A** – Lake County Fairgrounds – Proposals for New Aluminum Soffitt, Fascia, Gutters and Downsprouts for the Main Restroom to be opened; **Item #51C** – E-9-1-1 Request from Shelby Fire Department - \$10,000.00; **Item #57A** – North Township Assessor request for permission to Dispose of Property; **Item #57B** – The Bank of New York Mellon-Statement of account of the period of April 1, 2008 to June 30, 2008 to be made a matter of public record. **Deletions** – Number 33, Number 39 & 40, Number 52 and Number 56 and ordered same to approve the final agenda and make a matter of public record the certificate of service of meeting notice. Motion passed 3-0.

Order #3 Consent Agenda

In the Matter of Consent Agenda

Allen made a motion, seconded by DuPey, to approve the Consent Agenda Items (27A, 27B, 27C, 27D, 27E, 27F, 27G, 27H, 53, 54, 61, 62A and 62B. Motion passed 3-0.

Consent Agenda #27 A-G

In the Matter of L.C. Highway – Certificates of Liability Insurance (Parkway Mechanical, Inc.; T.J. Lambrecht Construction, Inc.; Homer Tree Service, Inc.; Catom Trucking, Inc.; Lykowski Construction, Inc.; Monroe Pest Control Co., Inc.; NITCO Holding Corp., Northwester IN Telephone; V & H Excavating Co., Inc.).

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance – (Parkway Mechanical, Inc.; T.J. Lambrecht Construction, Inc.; Homer Tree Service, Inc.; Catom Trucking, Inc.; Lykowski Construction, Inc.; Monroe Pest Control Co., Inc.; NITCO Holding Corp., Northwester IN Telephone; V & H Excavating Co., Inc.). Motion passed 3-0.

Consent Agenda #53

In the Matter of Board of Commissioners of the County of Lake letter to PIMA Hammond LLC dated June 23, 2008 concerning Lease Termination.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Board of Commissioners of the County of Lake letter to PIMA Hammond LLC dated June 23, 2008 concerning Lease Termination. Motion passed 3-0.

Consent Agenda #54

In the Matter of Board of Commissioners – Annual Financial Information year ended December 31, 2007 prepared by London Witte Group.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Annual Financial Information year ended December 31, 2007 prepared by London Witte Group. Motion passed 3-0.

Consent Agenda #61

In the Matter of Vendor Qualification Affidavits.

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

LABOR LAW POSTER SENICE
KIDSTUFF PLAY SYSTEMS INC.*
G. Wm. WALKER CONSTRUCTION CO., INC.
IMPERIAL SUPPLIES LLC
CRIST REPORTING SERVICE
TIFFANY SIMPSON, PsyD
CRAIG HANEY, PROFESSOR OF PSYCHOLOGY

Consent Agenda #61 (CONT'D)

PEPE'S OF SOUTH BROADWAY
 HYATT'S DREAM CLEAN
 SPECTROLAB, INC.
 A-PLUS VENDING / DARLENE BARNES
 JEAN D. KOLBERG
 HUBERT COMPANY LLC
 JJB SOLUTIONS INC.
 MERRILLVILLE TOBACCO INC. / KARMA TOBACCO & CIGAR LOUNGE*
 *TABLED (REFERENCE ORDER #45)

Consent Agenda #62A

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

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of May 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Treasurer's Reports of May 2008 as submitted. Motion passed 3-0.

Consent Agenda #62B

In the Matter of Weights and Measures Report for period of May 16, 2008 thru June 15, 2008.

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 Periods 05/16/08 – 06/15/08. 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.

Allen made a motion, seconded by DuPey, to accept the above Weights and Measures Reports of 05/16/08 – 06/15/08 as submitted. Motion passed 3-0.

Order #4 Agenda #6

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

Allen made a motion, seconded by DuPey, to approve the Building Manager's recommendation to accept the proposal from Hammond Fence Company of Indiana, Inc. in the amount of \$3, 550 for a Galvanized Perimeter Fence for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House. Motion passed 3-0.

Letter of Recommendation

July 2, 2008

L.C. Board of Commissioners

Hon. Roosevelt Allen Jr., Commissioner

Hon. Gerry Scheub, President

Hon. France DuPey, Commissioner

2293 North Main Street

Crown Point, IN 46307

Re: Substation New Perimeter Fence

Dear Commissioners:

This letter is to inform you that I have reviewed the only bid received for the above referenced project. The bid is from Hammond Fence Co. of Indiana, Inc. for the sum of \$3,550.

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

If you have any questions please call (219) 746-9780.

Respectfully,

Dan Ombac

DO/bh

Order #5 Agenda #7

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

DuPey made a motion, seconded by Allen, to accept the recommendation of the Building Manager to approve Sweney Electric Company, Inc. with \$23,250.00 for an Electric Wildlife Fence System for the High Voltage Sub-Station located on the North side of 93rd Avenue across from the Lake County Government Center Boiler House. Motion passed 3-0.

Order #5 Agenda #7 (cont'd)

Letter of Recommendation

July 2, 2008

L.C. Board of Commissioners

Hon. Roosevelt Allen Jr., Commissioner

Hon. Gerry Scheub, President

Hon. France DuPey, Commissioner

2293 North Main Street

Crown Point, IN 46307

Re: Substation Wildlife Electric Fence

Dear Commissioners:

This letter is to inform you that I have reviewed the only bid received for the above referenced project. The bid is from Sweney Electric Company, Inc. for the sum of \$23,250.00.

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

If you have any questions please call (219) 746-9780.

Respectfully,

Dan Ombac

DO/bh

Order #6 Agenda #8

In the Matter of L.C. Building Manager – Request for property: Hammond Courthouse.

DuPey made a motion, seconded by Allen, to approve the request for property disposal from the Hammond Courthouse under the Building Manager. Motion passed 3-0.

Order #7 Agenda #9B

In the Matter of L.C. Highway – Addendum #1 Lake County Bridge #84, 121st Avenue over Niles ditch.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L C Highway's Addendum #1 Lake County Bridge #84, 121st Avenue over Niles ditch. Motion passed 3-0.

Order #8 Agenda #22

In the Matter of L.C. Highway – Addendum #1 to the Reconstruction of Springrose Heath (Calhoun Place from 89th Avenue to King Place).

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L C Highway's Addendum #1 to the Reconstruction of Springrose Heath (Calhoun Place from 89th Avenue to King Place). Motion passed 3-0.

Order #9 Agenda #23

In the Matter of L.C. Highway – Addendum #1 to the Reconstruction of Wallace Street located in Hermits Lake.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L C Highway's Addendum #1 to the Reconstruction of Wallace Street located in Hermits Lake. Motion passed 3-0.

Order #10 Agenda #10

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

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Able Paper & Janitorial Supplies with \$9,950.00 for Two (2) New Unused 2008 or Newer Rider Sweeping System, being the lowest and most responsive. Motion passed 3-0.

Letter of Recommendation:

July 16, 2008

Lake County Board of Commissioners

Lake County Government Center

2293 North Main Street

Crown Point, IN 46307

ATTN: Gerald Scheub, President

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, June 18, 2008 for the above mentioned equipment. Based upon our review of the bids, the Highway Department recommends award of the contract to, **Able Paper And Janitorial Services** the lowest and most responsive bidder in the total amount of \$9,950.00.

Below are amounts of bids received on June 18, 2008, 9:30am.

Contractor	Amount	Item Description
Able Paper & Janitorial Supplies	\$9,950.00	2 Rider Sweepers including dealer and charges
Performance Plus	\$21,026.66	2 Rider Sweepers including dealer and charges

Respectfully Submitted,
Marcus W. Malczewski, Superintendent

Order #11 Agenda #11

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

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Able Paper & Janitorial Supplies with \$1,798.00 for One (1) New Unused 2008 or Newer Walk behind Sweeping System, being the lowest and most responsive bidder. Motion passed 3-0.

Letter of Recommendation:

July 16, 2008

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

ATTN: Gerald Scheub, President

RE: One (1) new, unused 2008 or newer Walk Behind Sweeping System

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday, June 18, 2008 for the above mentioned equipment. Based upon our review of the bids, the Highway Department recommends award of the contract to, **Able Paper And Janitorial Services** the lowest and most responsive bidder in the total amount of \$1,798.00.

Below are amounts of bids received on June 18, 2008, 9:30am.

Contractor	Amount	Item Description
Able Paper & Janitorial Supplies	\$1,798.00	One (1) new, unused 2008 or newer Walk Behind Sweeping System
Performance Plus	\$5,812.65	One (1) new, unused 2008 or newer Walk Behind Sweeping System

Respectfully Submitted,
Marcus W. Malczewski, Superintendent

Order #12 Agenda #12

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

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Allied Waste Services for Waste Disposal Services for 2008 being the low bidder for Crown Point Yard (\$475.00) and Lowell Yard (\$390.00). Motion passed 3-0.

Order #13 Agenda #13

In the Matter of L.C. Highway – Proposals – Selection of a Consultant for right-of-way acquisition services for the Reconstruction of 45th Avenue.

Allen made a motion, seconded by DuPey, to accept the recommendation of the Highway Superintendent to approve American Structurepoint, Inc. as the Consultant for right-of-way acquisition services for the Reconstruction of 45th Avenue. Motion passed 3-0.

Letter of Recommendation:

July 16, 2008

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

ATTN: Gerald Scheub, President

RE: 45th Avenue, Colfax to Cleveland, Land Acquisition

Honorable Commissioners:

The Lake County Highway Department respectfully requests the Lake County Board of Commissioners select a consulting engineering firm to provide the Land Acquisition Services for 45th Avenue Phase II and III Colfax to Cleveland.

Order #13 Agenda #13 (cont'd)

Please note that American Structurepoint has done an excellent job on the Design Engineering.

Per the Indiana Department of Transportation Rating Forms, American Structurepoint scored the highest of the three firms that were submitted.

The Three Consultants that submitted are as follows:

American Structurepoint, Inc.
BLN Beam Longest & Neff LLC
O.R. Colan Associates

Respectfully Submitted,
Marcus W. Malczewski, Superintendent

Order #14 Agenda #14

In the Matter of L.C. Highway – Proposals – Selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of Lake County Bridge #77, 205th Avenue over Bruce Ditch.

Allen made a motion, seconded by DuPey, to accept the recommendation of the Highway Superintendent to approve M S Consultants as the Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of Lake County Bridge #77, 205th Avenue over Bruce Ditch. Motion passed 3-0.

Letter of Recommendation:

July 16, 2008

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

ATTN: Gerald Scheub, President

RE: Lake County Bridge #77, 205th Avenue over Bruce Ditch
Selection of Consultant to provide Construction Engineering Services

Honorable Commissioners:

The Lake County Highway Department respectfully requests the Lake County Board of Commissioners select a consulting engineering firm to provide Construction Engineering services for the rehabilitation of Bridge #77, 205th Avenue over Bruce Ditch.

Please note that MS Consultants has done an excellent job in the design-engineering phase of Lake County Bridge #77, 205th Avenue over Bruce Ditch.

Per the Indiana Department of Transportation Rating Forms, MS Consultants have scored the highest overall of the six firms that were submitted.

The Three Consultants that submitted are as follows:

1. MS Consultants	4. RQAW
2. Butler, Fairman, Seufert	5. United Consulting
3. DLZ	6. Beam, Longest & Neff, LLC

Respectfully Submitted,
Marcus W. Malczewski, Superintendent

Order #15 Agenda #15

In the Matter of L.C. Highway – Specifications – Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River.

Allen made a motion, seconded by DuPey, to approve the Highway Department's Specifications for Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River and ordered same to returned by Wednesday, August 20, 2008 at 9:30 a.m. Motion passed 3-0.

Order #16 Agenda #16

In the Matter of L.C. Highway – Agreement with Short Elliott Hendrickson, Inc. to provide Construction Services for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River in an amount not to exceed \$65,500.00.

DuPey made a motion, seconded by Allen, to approve the Agreement with Short Elliott Hendrickson, Inc. to provide Construction Services for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River in an amount not to exceed \$65,500.00. Motion passed 3-0.

Order #16 Agenda #16 (cont'd)

**AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into JULY 1 , 2008, by and between Lake County, Indiana, acting by and through its Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

Short Elliott Hendrickson, Inc.

9200 Calumet Ave. – Suite N501

Munster, Indiana 46321-2885

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the construction services for the project hereinafter described and,

WHEREAS, the CONSULTANT has expressed a willingness to provide the construction services for the project hereinafter described and,

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Provide construction services including Resident Project Representative (RPR)
services during construction

County Bridge No. 245 (Columbia Ave. over Little Calumet River)

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

Section I. Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", which is attached to this Agreement and incorporated herein by reference.

Section II. Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", which is attached to this Agreement and incorporated herein by reference.

Section III. Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue notice to proceed on all or part of the work included in this Agreement subject to available funding.

Section IV. Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and incorporated herein by reference. The CONSULTANT shall receive payment of \$65,500.00 for work identified in this Agreement.

Section V. General Provisions

1. Work Office

CONSULTANT shall perform the work under this Agreement at the following office(s):

Short Elliott Hendrickson, Inc.

9200 Calumet Avenue – Suite N501

Munster, IN 46321

2. Subletting Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be

construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage be restored at his expense.

4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all state, federal, and local statutes, ordinances, and regulations and obtain and pay for all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

At CONSULTANT's expense, CONSULTANT shall take all necessary precautions for the safety of, and the prevention of injury, loss and damage or death to, SEH personnel and property as a result of the work being performed under this Agreement, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities.

CONSULTANT shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of SEH personnel under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any laws, regulations or ordinances.

CONSULTANT assumes all risk of loss, damage or destruction to the work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees or agents arising out of or in connection with the performance of this Agreement, ~~including that which occurs due to the acts or failure to act of any third party~~, other than that which is solely caused by the LOCAL PUBLIC AGENCY. CONSULTANT shall perform through its subcontractor a subsurface exploration. LOCAL PUBLIC AGENCY shall indemnify, defend and hold harmless CONSULTANT and its subcontractor from any claims due to damages caused by unforeseen conditions.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY, and any employees of it from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the negligent performance of the work under this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless, of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to:

Lake County Board of Commissioners
Attn: Marcus W. Malczewski, Lake County Highway Superintendent
1100 E. Monitor Street

Crown Point, IN 46307

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

7. Worker's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter described provided by insurance companies authorized to do such business in the state of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its sole option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

(A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law, specifically including coverage for the State of Indiana. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.

(B) The CONSULTANT shall maintain a Comprehensive General Liability Form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence with property damage liability limits of Five Hundred Thousand Dollars (\$500,000).

The policy shall include LOCAL PUBLIC AGENCY's and CONSULTANT's Comprehensive General Liability on a "blanket" basis to cover the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement and this shall appear on the certificate. The LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability policy shall be written with a limit of One Million Dollars (\$1,000,000).

(C) The CONSULTANT shall maintain a comprehensive automobile form of insurance with personal injury liability limits of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence. Property damage liability insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence. This coverage may be provided either as a separate policy or as a part of the comprehensive general liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

8. Progress Reports

The CONSULTANT shall submit a Progress Report to the LOCAL PUBLIC AGENCY with each request for payment, showing progress to the ending date of the period for which the claim is being made. The report shall consist of a progress chart with the initial schedule over which shall be superimposed the current status of the work.

9. Changes in Work

In the event that the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

10. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

11. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement for any reason upon written notice.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate

and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the COUNTY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the COUNTY any damages it may sustain by reason thereof.

12. Responsibility of the CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, data, reports, specifications, estimates and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, data, reports, specifications, estimates and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement. Any construction costs, legal fees and administrative costs incurred by the LOCAL PUBLIC AGENCY due to negligent performance or errors in design by the CONSULTANT shall be paid by the CONSULTANT upon demand by the LOCAL PUBLIC AGENCY.

13. Non-Discrimination

The CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Agreement.

14. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.


16. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

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

CONSULTANT

LOCAL PUBLIC AGENCY

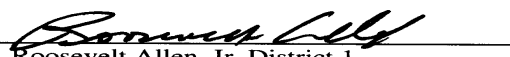
By: 
(Signature)

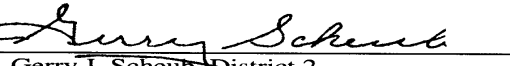
Matthew Reardon, Principal
(Type Name & Title)


By: 
(Signature)


Paul C. Kneuppel, Professional Engineer
(Typed Name & Title)

Board of County Commissioners
Lake County, Indiana

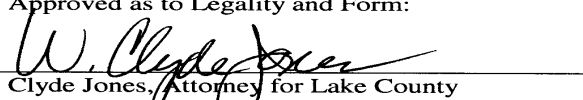
By: 
Roosevelt Allen, Jr. District 1

By: 
Gerry J. Scheub, District 2

By: 
Frances DuPey, District 3

Attest: 
Peggy Holinga Katona, Lake County Auditor

Date: July 16, 2008

Approved as to Legality and Form:

Clyde Jones, Attorney for Lake County

(Form approved by the Attorney General.)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
)
COUNTY OF LAKE)

The undersigned, being duly sworn on oath, says that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed Agreement other than that which appears upon the face of the Agreement.

Short Elliott Hendrickson, Inc.

(Firm Name)

9200 Calumet Ave., Suite N501, Munster, IN 46321-2885

(Firm Address)

Matthew Reardon

(Signature)

Matthew Reardon

(Print or Type Name)

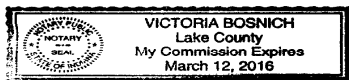
Subscribed and sworn to before me this 9th day of July 2008.

My Commission Expires: 3-8-2016

County of Residence: LAKE

Victoria Bosnich
Notary Public

Victoria Bosnich
(Typed Name)



**Appendix A
to Agreement for Professional Services
Between Lake County Highway Department (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated July 1, 2008**

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

If requested by the Owner or recommended by SEH, and approved in writing by the other, one (1) or more full time Resident Project Representatives (RPR) will be furnished and directed by SEH in order to provide additional representation at the Project site during the construction phase.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, SEH shall endeavor to provide further protection for Owner against defects and deficiencies in the work of Contractor; but, the furnishing of such services will not make SEH responsible for or give SEH control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of SEH in 1) The agreement between the Owner and SEH, and 2) in the construction Contract Documents, and 3) further limited as follows:

A. General

RPR is an agent of SEH at the site, will act as directed by and under the supervision of SEH, and will confer with SEH regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with SEH and Contractor keeping the Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of SEH.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with SEH concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- (a) Serve as SEH's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist SEH in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- (b) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples:

- (a) Record date of receipt of Shop Drawings and samples.
- (b) Receive samples which are furnished at the site by Contractor, and notify SEH of availability of samples for examination.
- (c) Advise SEH and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by SEH.

5. Review of Work, Inspections, and Tests:

- (a) Conduct on-site observations of the Work in progress to assist SEH in determining if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Report to SEH whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise SEH of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and

- observe, record and report to SEH appropriate details relative to the test procedures and start-ups.
- (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to SEH.
6. Interpretation of Contract Documents: Report to SEH when clarification and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by SEH.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to SEH. Transmit to Contractor decisions as issued by SEH.
8. Records:
- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, SEH's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to SEH.
- (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
9. Reports
- (a) Furnish SEH periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- (b) Consult with SEH in advance of scheduled major tests, inspections or start of important phases of the Work.
- (c) Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to SEH Change Orders, Work Directive Changes, and Field Orders.
- (d) Report immediately to SEH and Owner upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to SEH, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to SEH for review and forwarding to Owner prior to final payment for the Work.
12. Completion:
- (a) Before SEH issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- (b) Conduct final inspection in the company of SEH, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- (c) Observe that all items on final list have been completed or corrected and make recommendations to SEH concerning acceptance.
- C. Limitations of Authority**
- Resident Project Representative:
1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by SEH.
 2. Shall not exceed limitations of SEH's authority as set forth in the Agreement or the General Provisions to the Agreement or the Contract Documents.
 3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
 4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by SEH.

**Appendix B
to Agreement for Professional Services
Between Lake County Highway Department (Owner / Local Public Agency)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated July 1, 2008**

Information and Services to be Furnished by Local Public Agency

A. General

The Local Public Agency's (LPA) responsibilities related to the services to be provided by SEH are generally as listed in this Appendix B. Modifications to these responsibilities shall be made through Supplemental Letter Agreements. The LPA shall furnish SEH with the following:

1. Guarantee access to and make all provisions for SEH to enter upon public and private lands as required for SEH to perform the Services under the Agreement.
2. All legal services as may be required for the development of the Project.
3. Give prompt written notice to SEH whenever the LPA observes or otherwise becomes aware of any defect on the Project.
4. Designate a representative to act on behalf of the LPA with respect to the Services to be performed under the Agreement with such person to have complete authority to transmit instructions, receive information, interpret and define LPA's policies and decisions pertinent to the Services covered by the Agreement.
5. Provide access, at no expense to SEH, to LPA's officers and / or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
6. Obtain approval of all government authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

**Appendix C
to Agreement for Professional Services
Between Lake County Highway Department (Owner / Local Public Agency)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated July 1, 2008**

Schedule and Duration of Services Furnished by SEH

A. General

1. Project shall commence when Notice to Proceed is given by LPA and shall run through project closeout at which time SEH shall furnish LPA with final construction documents.
2. It is estimated that the length of the project shall extend 120 days past Notice to Proceed date.

**Appendix D
to Agreement for Professional Services
Between Lake County Highway Department (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated July 1, 2008**

**Payments to SEH for Services and Expenses
Using the Hourly Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Owner and SEH select the hourly basis for payment for services provided by SEH. SEH shall be compensated monthly. Monthly charges for services shall be based on SEH's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be Actual Billing Rates of Personnel Method as indicated in the Supplemental Letter Agreement.

1. **Actual Billable Rates of Personnel Method** - Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit C-1.

SEH will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, SEH will notify the Owner and confer with representatives of the Owner to determine the basis for completing the work.

Compensation to SEH based on the Rate Table Method is conditioned on completion of the work within the effective period of the rate table. Should the time required to complete the work be extended beyond this period, the rates in the Rate Table shall be appropriately adjusted.

B. Other Provisions Concerning Payments

1. Invoices will be prepared in accordance with SEH's standard invoicing practices and will be submitted monthly to Owner by SEH, unless otherwise agreed.
2. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due SEH for services and expenses within 30 days after receipt of SEH's invoice therefor, the amounts due SEH will be increased at the rate of

1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. SEH may, after giving seven days written notice to Owner, suspend services under this Agreement until SEH has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Further, SEH reserves the right to retain products of service until all invoices are paid in full. SEH will not be liable for any claims of loss, delay, or damage by Owner for reason of withholding services or products of service until all invoices are paid in full.

3. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Should taxes, fees or costs be imposed, they shall be in addition to SEH's estimated total compensation.

C. Expenses

The following items involve expenditures made by SEH employees or professional consultants on behalf of the Owner. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement.

1. Transportation and travel expenses.
2. Lodging and meal expense connected with the Project.
3. Fees paid, in the name of the Owner, for securing approval of authorities having jurisdiction over the Project.
4. Report, plan and specification reproduction expenses.
5. Other special expenses required in connection with the Project.
6. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Owner shall pay SEH monthly for expenses.

D. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Owner. The Owner, therefore, agrees to pay the cost for the use of such specialized equipment on the project. SEH invoices to the Owner will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by SEH.

The Owner shall pay SEH monthly for equipment utilization.

Order #17 Agenda #17

In the Matter of L.C. Highway – Selection of a Design Engineering Firm to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #89, 101st Street over Beaver Dam Ditch.

DuPey made a motion, seconded by Scheub, to approve the selection of DLZ to provide Design Engineering Services for the Rehabilitation of Lake County Bridge #89, 101st Street over Beaver Dam Ditch, Estimated \$125,000.00. Motion passed 2-1, Allen “correction” in support of DLZ, so Motion will pass with 3 “in favor of” votes.

Order #18 Agenda #18

In the Matter of L.C. Highway – Selection of a Design Engineering Firm to provide Design Engineering Services for the Replacement of Lake County Structure #411, Blain Street over Beaver Dam Ditch.

Allen made a motion, seconded by Scheub, to approve the selection of Northwest Engineering to provide Design Engineering Services for the Replacement of Lake County Structure #411, Blain Street over Beaver Dam Ditch, Estimated \$110,000.00. Motion passed 2-1, DuPey oppose.

Order #19 Agenda #19

In the Matter of L.C. Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance 109th and Randolph Intersection, Contract T-28782-B Project CMAQ-0001- (069).

DuPey made a motion, seconded by Allen, to approve the acceptance of the L.C. Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance 109th and Randolph Intersection, Contract T-28782-B Project CMAQ-0001- (069). Motion passed 3-0.

Order #20 Agenda #20

In the Matter of L.C. Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Lake County Bridge #109, Colfax Street over Singleton Bridge, Contract #B-28689.

Allen made a motion, seconded by DuPey, to approve the acceptance of the L.C. Highway – Indiana Department of Transportation Report of Contract Final Inspection and Recommendation for Acceptance Lake County Bridge #109, Colfax Street over Singleton Bridge, Contract #B-28689.

Order #21 Agenda #21

In the Matter of L.C. Highway – Resolution Final Inspection Heritage Christian School.

Allen made a motion, seconded by DuPey, to approve the Highway Department’s Resolution Final Inspection Heritage Christian School. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: FINAL INSPECTION – HERITAGE CHRISTIAN SCHOOL

WHEREAS, The Lake County Highway Department has examined and filed a written report approving the improvements to the road right-of-way for HERITAGE CHRISTIAN SCHOOL.

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 16TH DAY OF July, 20 08

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

Order #22 Agenda #24

In the Matter of L.C. Highway – County Utility Agreement with Northwestern Indiana Telephone Company (NITCO) for 173rd Street starting just East of I-65.

DuPey made a motion, seconded by Allen, to approve the Highway Department’s County Utility Agreement with Northwestern Indiana Telephone Company (NITCO) for 173rd Street starting just East of I-65. Motion passed 3-0.

Order #22 Agenda #24 (cont'd)

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
 NORTHWESTERN INDIANA TELEPHONE COMPANY (NITCO)
 hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____
 CABLES AND A LITESPAN BOX
 located at 173RD STREET STARTING JUST EAST OF I-65
 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.

Don A. Schold
 Applicant or Authorized Representative

Date of Signature 6/27/08

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Francis DuRoi
 Member

Recommended for Approval by:

[Signature]
 Lake County Highway Department
[Signature] 7.3.2008
 Lake County Highway Department

[Signature]
 Member

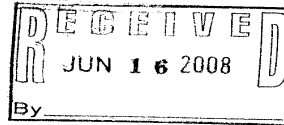
[Signature]
 Member

ATTEST: [Signature]
 Lake County Auditor

Order #23 Agenda #25

In the Matter of L.C. Highway – County Utility Agreement with AT&T-Indiana for Marshall/Chase and 136th Avenue, Center Township and NW ¼ Section 29 T34N R8W, Job #6532955.

DuPey made a motion, seconded by Allen, to approve the Highway Department's County Utility Agreement with AT&T-Indiana for Marshall/Chase and 136th Avenue, Center Township and NW ¼ Section 29 T34N R8W, Job #6532955. Motion passed 3-0.



COUNTY UTILITY AGREEMENT

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

AT&T –Indiana

Engineer: Angelo LaMantia

302 S. East St.

Tele. No. 219-662-4418

Crown Point, IN 46307

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of buried telephone facilities: **RE: Job 6532955**

located at **Marshall/Chase and 136th Ave, center Township and NW ¼ Section 29 T34N R8W**

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

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

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

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

4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".

7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1, 000,000.00.

Angelo LaMantia
Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

Date of Signature 6/12/08

Henry Schenk
Member

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

[Signature]
Member

[Signature] 6-18-2008
Lake County Highway Department

Francis DuPey
Member

Attest: [Signature]
Lake County Auditor

Order #24 Agenda #26

In the Matter of L.C. Highway – Request for Road Closures near and around the Lake County Fairgrounds during the time period of the Lake County Fair to provide public safety.

DuPey made a motion, seconded by Allen, to approve the Highway and Sheriff's Departments request for Road Closures near and around the Lake County Fairgrounds during the time period of the Lake County Fair to provide public safety. Motion passed 3-0.

Order #24 Agenda #9

In the Matter of L.C. Highway – Proposals – Replacement and installation of a sewer outlet located at 129th Avenue east of Nine Mile between Monroe and Van Buren (Northwood Subdivision).

This being the day, time, and place for the of Proposals for Replacement and installation of a sewer outlet located at 129th Avenue east of Nine Mile between Monroe and Van Buren (Northwood Subdivision) for Highway Department, the following proposals were received:

Dyer Construction Company	\$53,205.00
---------------------------	-------------

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

Order #25 ADD Agenda #9C

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

This being the day, time, and place for the receiving of bids for Reconstruction of Springrose Heath Subdivision for Highway Department, the following bids were received:

Dyer Construction Company	\$148,379.35
Ellas Construction	\$185,150.00
Rieth-Riley Construction Co.	\$197,961.50
Walsh & Kelly	\$132,183.75
G.E. Marshall	\$166,888.75
Gariup Construction	\$151,380.00

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

Order #26 ADD Agenda #9D

In the Matter of L.C. Highway – BIDS – Reconstruction of Wallace Street Located in Hermits Lake Subdivision.

This being the day, time, and place for the receiving of bids for Reconstruction of Wallace Street Located in Hermits Lake Subdivision for Highway Department, the following bids were received:

Dyer Construction Company	\$171,077.50
Ellas Construction	\$200,000.00
Rieth-Riley Construction Co.	\$228,635.00
Walsh & Kelly	\$157,025.00
G.E. Marshall	\$198,275.00
Gariup Construction	\$173,350.00

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

Order #27 ADD Agenda #9A

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

This being the day, time, and place for the receiving of bids for Rehabilitation of Lake County Bridge #84, 121st Avenue over Niles Ditch for Highway Department, the following bids were received:

Dyer Construction Company	\$331,171.00
JCI Bridge Group, Inc.	\$237,069.50
Ellas Construction	\$340,064.69
Gariup Construction	\$318,700.00

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

Order #28 ADD Agenda #49A

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

This being the day, time, and place for the receiving of proposals for New Aluminum Soffitt, Fascia, Gutters and Downsprouts for the Main Restroom for the Fairgrounds, the following proposals were received:

Precision Builders, Inc.	\$21,733.00
--------------------------	-------------

NAT – Fairgrounds Superintendent to review and make recommendation today.

Order #29 Agenda #28

In the Matter of L.C. Sheriff – Seek Proposals for the Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail.

Allen made a motion, seconded by DuPey, approve the seeking of proposals for the Sheriff's Department for the Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail and ordered same for the return of proposals by Wednesday, August 29, 2008 by 9:30am in the Auditor's Office. Motion passed 3-0.

Stanley Security Solutions

Security Automation Systems, Inc.

Order #30 Agenda #29

In the Matter of L.C. Sheriff – Contract with Craig Futterman & Jason Huber for the development and implementation of a training program for supervisory level Lake County Sheriff's Department Officers and Administrators to address the principles of police accountability and integrity and develop materials for the training program for the period of August 1, 2008 to December 31, 2008 in an amount not to exceed \$25,000.00, payable in two equal payments of \$12,500.00 each.

Allen made a motion, seconded by Scheub, to approve the Contract between L.C. Sheriff and Craig Futterman & Jason Huber for the development and implementation of a training program for supervisory level Lake County Sheriff's Department Officers and Administrators to address the principles of police accountability and integrity and develop materials for the training program for the period of August 1, 2008 to December 31, 2008 in an amount not to exceed \$25,000.00, payable in two equal payments of \$12,500.00 each. Motion passed 3-0.

CONSULTING AGREEMENT

This Consulting Agreement is entered into this July 16th, 2008 effective from August 1, 2008 to December 31, 2008 by and between the Lake County Sheriff ("Sheriff") and attorneys **Craig Futterman and Jason Huber**, hereinafter jointly the "Consultants", to provide services in support of the Lake County Sheriff's Law Enforcement Accountability Project, as set forth below;

NOW, THEREFORE, FOR AND IN consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. **SERVICES.** The Sheriff engages the Consultants to advise and assist the Sheriff in a law enforcement accountability project at such reasonable times as may be requested by the Sheriff from time to time, which services shall include the following:

(a) **Project Luncheon:** Consultants will assist the Sheriff and his staff in developing and formulating the content of a formal presentation by Consultants on interrelationship and significance of law enforcement accountability, integrity and its effect on community relations toward law enforcement at a kickoff luncheon hosted by the Sheriff and attended by commander staff from local law enforcement agencies in Lake County, Indiana, with an anticipated target date for luncheon during August, 2008.

b) **Command Training:** Consultants will develop and implement a training program for supervisory level Lake County Sheriffs Department officers and administrators to address the principles of police accountability and integrity, develop materials for said training program and, based on the materials created by Consultants, have attendees apply these concepts to various hypothetical scenarios designed to highlight specific issues relevant to the materials covered. Training sessions will last approximately two hours including lecture and audience participatory exercises; and

c) **Recommendations:** Consultants will review and provide recommendations to the Sheriff for improvement to the LCSD Rules and Regulations with a focus on changes to implement the concepts of integrity, accountability and fairness for police officers and improving relations with the general public.

2. **TERM.** The term of this Agreement shall be ~~from August 1, 2008 through December 31, 2008~~ **from August 1, 2008** through December 31, 2008 and may be terminated by either party for any reason upon ten (10) days advanced notice to the other party. After the expiration of the initial term, this consulting agreement shall be automatically renewed on a month to month basis until such time as it is terminated upon ten (10) days advanced notice to the other party.

3. COMPENSATION: Consultants will be paid from FUND# 152-3100-43630, Main. & SVC. the total sum of \$25,000 for the services to be rendered as described in paragraph one (1) with: \$12,5000 paid after completion of the kick-off luncheon and the remaining \$12,500 paid after completion of the command training sessions with the LCSD command staff, which amounts includes all work in preparing and generating appropriate materials and travel time to conduct the presentation and training protocols. Payments shall be due upon receipt of an appropriately executed and itemized claim forms provided by the Sheriff's staff subject to all applicable Indiana and local laws for the proper payment of claims by a municipality. The Consultants will, consistent with these provisions, tender the necessary verified and itemized forms on as required.

4. EXPENSES. Consultants shall be reimbursed for all reasonable and ordinary out-of-pocket business expenses Consultants incurs in the performance of its duties under this Consulting Agreement and submit all documentation to support payment of said expenses as required by Indiana law.

5. INDEPENDENT CONTRACTOR. Consultants are not employees of the Sheriff or the LCSD and the relationship of Consultants to the LCSD is that of an independent contractor. Consultants shall not, in such capacity, be entitled to any of the fringe benefits provided LCSD employees. Consultants shall be responsible for all federal, state and local income, self-employment and similar taxes with respect to the consulting fees paid hereunder. Without limiting the scope of the preceding sentences, Consultants, in their capacity as such, shall have no power or authority to commit the LCSD to any obligation of any kind.

6. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, sent by confirmed facsimile transmission or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other addresses as a party may specify by like notice):

LCSD: Attn: Lake County Sheriff
Lake County Sheriff's Department
2293 North Main Street
Crown Point, IN 46307
Ph.: (219) 755-3400
Fax: (219) 755-3371
Email: atnichalak@lakecountysheriff.com; and
jmklaw@sbcglobal.net

Consultants: CRAIG FUTTERMAN and JASON HUBER
6020 South University Avenue
Chicago, Illinois 60637
Ph.: (773) 702-9611
Fax: (773) 702-2063
Email: futterman@uchicago.edu

7. **GOVERNING LAW.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Indiana and the parties further agree that the venue of all litigation hereunder or pertaining to this Agreement shall lie within the Circuit or Superior system of Lake County, Indiana.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements, understandings and discussions of the parties with respect to the subject matter hereof.

9. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION.**

Consultants agree by the execution of this agreement that in regards to their operations:

- a) No person shall, on the grounds of race, color, national origin or sex be subject to discrimination.
- b) The principles of equal opportunity in employment and delivery of services apply and the Consultants commit to a policy and practice of non-discrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- c) The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this Contract.
- d) The provisions of all Federal Civil Rights Laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this Contract.
- e) Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.

10. **MISCELLANEOUS PROVISIONS.**

- a) This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void or voidable by a court of competent jurisdiction this agreement shall not become void in its entirety. Rather the void or voidable portions shall be stricken and the remaining portions enforced.


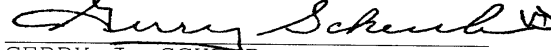
11. **TERMINATION.** Either Party may terminate this agreement, with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof at least fourteen (14) days before the effective date of any termination.

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

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

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.

GERRY J. SCHEUB

FRANCES DUPEY

CONSULTANT


JASON HUBER

CRAIG FUTTERMAN

ATTEST:


PEGGY MATTONA
LAKE COUNTY AUDITOR

Order #31 Agenda #30

In the Matter of L.C. Sheriff – Contract with David Cordova & Associates, LLC for the interpretation of the Jail Inmate Manuals and all associated addendums in printed and electronic form from English to Spanish for the period of July 1, 2008 to June 30, 2009 in an amount not to exceed \$25,000.00 at the rate of \$65.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Contract between L C Sheriff and David Cordova & Associates, LLC for the interpretation of the Jail Inmate Manuals and all associated addendums in printed and electronic form from English to Spanish for the period of July 1, 2008 to June 30, 2009 in an amount not to exceed \$25,000.00 at the rate of \$65.00 per hour. Motion passed 3-0.

CONTRACT

THIS AGREEMENT, entered into this 16th day of July, 2008 effective from July 16, 2008 to June 30, 2009 by and between **DAVID CORDOVA & ASSOCIATES, LLC** and the **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE O BEHALF OF THE LAKE COUNTY SHERIFF** (hereinafter called the "COUNTY").

WITNESSETH THAT:

1. **Employment of DAVID CORDOVA & ASSOCIATES, LLC** here by agrees to perform the services outlined in this contract
 2. **Scope of Service.** David Cordova & Associates, LLC, shall do, perform and carryout in a good and professional manner the services for the County, specifically David Cordova & Associates, LLC shall:
 - provide the County with the service of interpretation of the jail inmate manual(s) and all associated addendums in printed and electronic form English to Spanish
 - provide the County with the service of interpretation of internal informational posting and forms within the jail in printed and electronic form
 - provide the County with the service and assistance of creation organization, layout of law enforcement informational brochures and police-community programs.
 3. **Time of Performance.** The services to be performed hereunder by David Cordova & Associates LLC shall be undertaken and completed in such a sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay David Cordova & Associates LLC an hourly rate in the sum of sixty five dollars (\$65.00) per hour not to exceed the sum of \$25,000.00 dollars per year for all services required within. David Cordova & Associates LLC agrees to complete the project and all services provided herein for an amount not to exceed this sum. The County may reimburse David Cordova & Associates LLC for some pre-approved expenses.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of David Cordova & Associates LLC to be performed hereunder. Such changes, which are mutually agreed up by and between the County and David Cordova & Associates shall be incorporated in written amendment to this agreement.
-

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

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

14. **Equal Opportunity and Affirmative Action.** David Cordova & Associates LLC agrees by the execution of this contract that in regards to it's operations:

- No person shall, on the grounds of race, religion, color national origin of sex, be excluded from participation, be denied due benefits of, or be subject to discrimination.
- The principals of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- The provisions of the Affirmative Action Program adopted by the Board of commissioners of the County of Lake on May 31, 1997, as applicable are incorporated by reference as part of this agreement.
- The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this contract.
- Breach of any part of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made part of any agreement, contract or lease between David Cordova & Associates LLC and any organization that benefits from the funds paid to David Cordova & Associates LLC by this contract.

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void, voided portions shall be stricken and the remaining portions enforced.
-

- B. David Cordova & Associates LLC may no subcontract any part of the work covered herein without prior written consent of the County.
- C. David Cordova & Associates LLC is personally responsible for paying any fines or sanctions which any Judge or Administrative Board orders David Cordova & Associates LLC to pay because of the actions of David Cordova & Associates LLC or David Cordova & Associates LLC representatives in violating applicable procedural rules, the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, nor any of it's elected or appointed officials or employees.
- D. For purposes of the service provided herein alone, David Cordova & Associates LLC shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this particular contract.
- E. Any dispute arising under this contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

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

17. Conflict of Interest. The following provisions of the Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

18. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

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

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

BOARD of COMMISSIONERS
Of The COUNTY of LAKE
2293 North Main Street
Crown Point, IN 46307
219.755.3200

IN WITNESS WHEREOF, the County and David Cordova & Associates LLC have executed this agreement as of the date first written above.

THE BOATD OF COMMISSIONERS
OF THE COUNTY OF LAKE

David Cordova
David Cordova & Associates LLC

Gerry J. Scheub
Gerry J. Scheub

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Frances DuPey
Frances DuPey

ATTEST:
Peggy K. Kona
Peggy Kona,
Lake County Auditor

Order #32 Agenda #31

In the Matter of L.C. Sheriff – Permission to Auction off County Owned Vehicles at an Auction to be held on August 23, 2008 at an Auction to be held on August 23, 2008 at 9:00 A.M. at the Sheriff's Police Garage.

DuPey made a motion, seconded by Allen, to approve the Sheriff's Department to Auction off County Owned Vehicles at an Auction to be held on August 23, 2008 at an Auction to be held on August 23, 2008 at 9:00 A.M. at the Sheriff's Police Garage, possibly with items from other departments as well. Motion passed 3-0.

Order #33 Agenda #32

In the Matter of L.C. Sheriff – Memo from the Commissioners Attorney concerning Gas Bidding Policy Addition.

Allen made a motion, seconded by DuPey, to approve the Memo from the Commissioners Attorney concerning Gas Bidding Policy Addition. Motion passed 3-0.

Order #34 Agenda #34

In the Matter of L.C. Surveyor – Contract with Clifford Duggan for Legal Consulting Services for the Lake County Drainage Board for the period of July 16, 2008 to July 16, 2009 in an amount not to exceed \$16,800.00, payable at the rate of \$1,400.00 per month.

DuPey made a motion, seconded by Allen, approve the Contract between the L C Surveyor and Clifford Duggan for Legal Consulting Services for the Lake County Drainage Board for the period of July 16, 2008 to July 16, 2009 in an amount not to exceed \$16,800.00, payable at the rate of \$1,400.00 per month. Motion passed 3-0.

CONTRACT

[FUND NO. 001-0600-43190 - SURVEYOR'S GENERAL FUND]

THIS AGREEMENT, entered into this 16TH day of JULY, 2008, effective from July 16, 2008 to July 16, 2009 by and between CLIFFORD DUGGAN, hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE ON BEHALF OF THE LAKE COUNTY SURVEYOR (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONSULTANT FOR THE LAKE COUNTY SURVEYOR'S OFFICE

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

LAKE COUNTY SURVEYOR'S OFFICE

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent judgment to act in the best interest of the party represented.
- D. Consultant reports directly to the Lake County Surveyor.
- E. Consultant's duties shall include, but not be limited to the following:
 1. Provide technical advice and assistance regarding the County Drainage Code.
 2. Provide technical advice and assistance regarding the County Subdivision Ordinance.
 3. Provide technical advice and assistance regarding the County Stormwater Ordinance.
4. Provide technical advice and assistance regarding the County Surveyor statutory and regulatory responsibilities.
5. Provide technical advice and assistance regarding stormwater complaints.
6. Provide technical advice and assistance regarding the contractual issues relating to projects involving the Lake County Drainage Board and the Lake County Surveyor's office.
7. Provide technical advice and assistance regarding permitting and regulatory compliance.

8. Provide technical advice and assistance regarding wetlands and other environmental issues.
 9. Provide technical advice and assistance regarding legislative action impacting the Lake County Surveyor's office responsibilities.
 10. Provide technical advice and assistance regarding inter and intra governmental bodies, communities, etc.
 11. Provide assistance in training other persons to perform the above tasks and fulfill the duties of the Technical Advisor in the Lake County Surveyor's office.
 12. Provide technical advice and assistance regarding the County Drainage Code.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Sixteen Thousand Eight Hundred Dollars (\$16,800.00) for all services required herein. Consultant agrees to provide all services herein for an amount not to exceed this sum.
 - A. Compensation shall be at the rate of One Thousand Four Hundred Dollars per month (\$1,400.00).
 - B. Said contract is renewable on a periodic basis, with the first renewal date of July 16, 2009 and subsequent renewal dates every year thereafter. Said renewal shall be agreed upon and signed by both parties.
 - C. Subject to annual funding by the fiscal body.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement for Cause.** The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

2

9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any parties hereto.

In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.
11. **County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and the Consultant commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable and any amendments, modifications, updates or changes related thereto, are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement shall be considered a material breach of this contract and the County may pursue any remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

3

15: **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders them to pay in accordance with the applicable rules. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
- D. The Consultant shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
- F. The source of funds for payment under this Contract is the Lake County Surveyor's office approved budget and more specifically the line items therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The source is restricted to these funds, which have been appropriated for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners.

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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE 2293 NORTH MAIN STREET CROWN POINT, IN 46307 219-755-3200	CLIFFORD DUGGAN 1129 SOUTH DELAWARE STREET HOBART, IN 46342 219-689-2968
--	---

17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

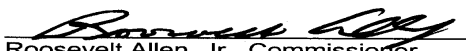
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action

where the legal services provided for the client seek in part legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.

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

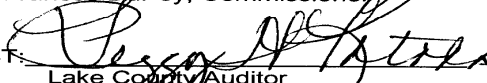
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


Roosevelt Allen, Jr., Commissioner


Gerry Scheub, Commissioner

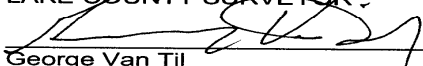

Frances DuPey, Commissioner

ATTEST: 
Lake County Auditor

CONSULTANT


Clifford Duggan
1129 South Delaware Street
Hobart, IN 46342
(219) 689-2968

LAKE COUNTY SURVEYOR


George Van Til

Order #35 Agenda #35

In the Matter of L.C. Surveyor – Request for Release of Monument Bond and As-Built Bond in the form of a Letter of Credit #90103354-00844 from Centier Bank in the amount of \$150,000.00.

DuPey made a motion, seconded by Allen, to approve the Surveyor’s request for release of Monument Bond and As-Built Bond in the form of a Letter of Credit #90103354-00844 from Centier Bank in the amount of \$150,000.00. Motion passed 3-0.

RELEASE

WHEREAS, a MONUMENT & AS-BUILT BOND in the form of a LETTER OF CREDIT from CENTIER BANK was filed in the sum of ONE HUNDRED FIFTY THOUSAND -----Dollars (\$ 150,000.00 for improvements in HERITAGE ELEM. SCHOOL Subdivision.

Therefore, the Board of Commissioners of the County of Lake does hereby release said Bond in the form of a LETTER OF CREDIT in the sum of ONE HUNDRED FIFTY THOUSAND-----Dollars (\$150,000.00) effective this date.

DATED 16TH DAY OF JULY, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, COMMISSIONER

FRANCES DUPEY, COMMISSIONER

ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order #36 Agenda #36

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with Bruce A. Lambka for Assistant Board Attorney Services for the year 2008 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between L C Board of Elections and Registration and Bruce A. Lambka for Assistant Board Attorney Services for the year 2008 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR ORIGINAL)

Order #36 Agenda #37

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with David Saks for Board Attorney Services for the period of January 1, 2008 to June 16, 2008 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between L C Board of Elections and Registration and David Saks for Board Attorney Services for the period of January 1, 2008 to June 16, 2008 in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR ORIGINAL)

Order #36 Agenda #38

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with Frederick T. Work for Board Attorney Services for the period of June 17, 2008 to December 31, 2008 in an amount not to exceed \$22,500.00.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between L C Board of Elections and Registration and Frederick T. Work for Board Attorney Services for the period of June 17, 2008 to December 31, 2008 in an amount not to exceed \$22,500.00. Motion passed 3-0.
(SEE FILE "ATTORNEY CONTRACTS" FOR ORIGINAL)

Order #37 Agenda #41

In the Matter of L.C. Plan Commission – Performance Woods Performance Bond Release and Resolution for Gates Woods.

DuPey made a motion, seconded by Allen, to make a matter of public record the Plan Commission’s Performance Woods Performance Bond Release and Resolution for Gates Woods. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Gates Woods

WHEREAS, the Lake County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Gates Woods.

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 16th DAY OF JULY, 2008

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

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

RELEASE

WHEREAS, **James and Martha Gates** has on the 17th day of May 2006 filed a PERFORMANCE BOND (in the form of an Official Check No. 415438927) issued by Chase bank in the amount of Four Thousand Four Hundred Thirty and 00/100 Dollars (\$4,430.00) for required improvements to **Gates Woods**.

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

Dated 16th Day of July, 2008

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

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

Order #37 Agenda #42

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit in the amount of \$24,563.00 for J.J. Acres.

DuPey made a motion, seconded by Allen, to approve the Plan Commission’s Performance Bond in the form of an Irrevocable Letter of Credit in the amount of \$24,563.00 for J.J. Acres. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: June 17, 2008
SUBDIVISION: J.J. Acres
BONDING COMPANY: Providence Bank
PETITIONER: John Eenigenburg

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

TOTAL: \$24,563.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #43

In the Matter of L.C. Plan Commission – Maintenance Bond for Galleries Unit 2 Phase 2, LOC #2230093103 in the amount of \$123,350.00.

DuPey made a motion, seconded by Allen, to approve the Plan Commission’s Maintenance Bond for Galleries Unit 2 Phase 2, LOC #2230093103 in the amount of \$123,350.00.
LAKE COUNTY PLAN COMMISSION

DATE: June 17, 2008
SUBDIVISION: Galleries Unit 2 Phase 2
BONDING COMPANY: First Financial Bank
PETITIONER: Galleries LLC

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

TOTAL: \$123,350.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #44

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit #215020116-201 in the amount of \$493,497.00 for Emerald Crossing Unit 1-A.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit #215020116-201 in the amount of \$493,497.00 for Emerald Crossing Unit 1-A. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-A
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$493,497.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #45

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit #215020116-204 in the amount of \$150,213.00 for Emerald Crossing Unit 1-B.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit #215020116-204 in the amount of \$150,213.00 for Emerald Crossing Unit 1-B. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-B
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$150,213.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #46

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit #215020116-206 in the amount of \$165,393.00 for Emerald Crossing Unit 1-C.

DuPey made a motion, seconded by Allen, to approve and make a matter of public record the Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit #215020116-206 in the amount of \$165,393.00 for Emerald Crossing Unit 1-C. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-C
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$165,393.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #47

In the Matter of L.C. Plan Commission – Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-203 in the amount of \$516,000.00 for Emerald Crossing Unit 1-A.

DuPey made a motion, seconded by Allen, to approve the Plan Commission’s Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-203 in the amount of \$516,000.00 for Emerald Crossing Unit 1-A. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-A
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$516,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #48

In the Matter of L.C. Plan Commission – Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-205 in the amount of \$172,000.00 for Emerald Crossing Unit 1-B.

DuPey made a motion, seconded by Allen, to approve the Plan Commission’s Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-205 in the amount of \$172,000.00 for Emerald Crossing Unit 1-B. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-B
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$172,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

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

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order #37 Agenda #49

In the Matter of L.C. Plan Commission – Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-202 in the amount of \$172,000.00 for Emerald Crossing Unit 1-C.

DuPey made a motion, seconded by Allen, to approve the Plan Commission’s Storm Water Bond Acceptance in the form of an Irrevocable Letter of Credit #215020116-202 in the amount of \$172,000.00 for Emerald Crossing Unit 1-C. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE: June 24, 2008
SUBDIVISION: Emerald Crossing Unit 1-C
BONDING COMPANY: First Midwest Bank
PETITIONER: Builder Group, LLC

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

TOTAL: \$172,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF JULY, 2008

Order #40 Agenda #55 (cont'd)



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

July 2, 2008

Elevator Modernization
 Alternate

The following is a proposed alternate to the elevator modernization project at Gary Superior Court.

The alternate addresses Gary Superior Court Elevators, Elevator A, Elevator B and Westwind freight elevator.

Gary Superior Court

- Install Emergency Elevator Lighting
- Install Emergency Elevator Telephones

Elevator: A

WE PROPOSE TO FURNISH THE NECESSARY LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:

- A. Power Supply - by owner - present voltage
- B. Motor Starter - New
 A new solid state motor starter shall be provide for each elevator. All necessary wiring shall be installed to install the new starters.
- C. Controller - New.
 Features To Include:
 MICRO PROCESSOR BASED CONTROL SYSTEM (Motion Control)
 - A. The electrical connections between printed circuit boards and circuit connectors incorporated in any mounting rack.
 - B. NEMA steel construction cabinet.
 - C. Solid state rectifiers.
 - D. Timers that are not Micro-Processor controlled are to be solid state.
 - E. Selective Collective Operation - with fire service.
 - F. A car top logic system will be provide for inputs of leveling, door zones and slowdown functions.

Lake County Board of Commissioners
 Elevator Upgrades – Elevator A
 PAGE 2

- D. Rails - Present.
- E. Car Sling and Platform - Present.
- F. Terminal and Final Stopping Device - New.
 1. Normal and final terminal stopping devices shall conform with the code.
 2. Mount normal stopping switch on car or in hoistway to slow speed of car and bring it to an automatic stop level with the terminal landings.
 - a. Switch shall function with any load up to and including 125 percent of rated elevator capacity obtained in formal operation.
 - b. Switch, when opened, shall permit operation of car in reverse direction.
 - c. No normal stopping device other than one mounted on car and activated by cams in hoistway, or mounted in hoistway and activated by cams on car, shall be permitted.
 3. Mount final terminal stopping switches in the hoistway.
 - a. Switches shall be positively opened by car should the car travel be beyond the normal stopping switches.
 - b. Switches shall be independent of other stopping devices.
 - c. Switches, when opened, shall remove power from hoist motor, apply hoist machine brake and prevent operation of car in either direction.
- G. Buffers - Present.

Lake County Board of Commissioners
Elevator Upgrades – Elevator A
Page 3

H. Car Top Inspection Station - New.

To include up-down and run constant pressure push buttons, stop switches, inspection - normal switch.

I. Electric Wiring - New.

1. Install wiring necessary to all parts of equipment.
2. Wiring shall be stranded type with insulated, moisture resistant cover.
3. Wiring shall be color coded and indelibly marked for identification.
4. Wiring shall be run in metal conduit, metallic tubing, wire ducts or raceways (Exception: traveling conductor cables).
5. Traveling conductor cables shall have moisture resistant poly vinyl type jacket. Proper support to relieve unnecessary strain shall be provided.
6. All junction boxes for car wiring shall be located on top of the elevator car.
7. Terminal connections shall be indelibly marked for identification.
8. All wiring shall be installed in accordance with applicable code requirements.

Lake County Board of Commissioners
Elevator Upgrades – Elevator A
Page 4

J. Pit Switch - New.

There shall be installed in the pit of each elevator.
The stop switch shall:

1. Be of the manually operated type.
2. Have red operating handles or buttons.
3. Be conspicuously and permanently marked "STOP" and shall indicate the stop and run positions.
4. Be positively opened mechanically and their opening shall not be solely dependent on springs.
5. The switch shall be located 18 inches above floor level within reach of access door.

K. Door Operator - New

- Install new door operator with solid state control.
- Install new car door tracks, hangers, gate switches, clutch assembly, linkage and gib guides.
- Install new door restriction device.

L. Hall Doors - New

- Install 1-1/2 hr. labeled fire rated elevator doors.
- Install new door tracks, closers, release rollers, hanger assemblies, interlocks and gib guides.

M. GENERAL

1. Removal of all old elevator equipment, controllers, operators, switches, etc.
2. Removal of all debris.
3. Clean, lubricate, and adjust existing equipment, that is to be retained.

Lake County Board of Commissioners
Elevator Upgrades – Elevator A
Page 5

N. Elevator Cab – remodel

The Classic interior adds a panel to visually divide the elevator horizontally and frame the handrail. The darker panel also serves to separate the upper and lower textures and to smooth the transition between the faux granite upper sections and the lower mahogany laminate. Vertical shadow lines add the illusion of height. The standard ceiling is a sturdy aluminum extruded "T" frame, and the handrails, toe kicks and reveals are stainless steel.

O. Elevator Car and Hall Fixtures ADA Compliant

1. We will install new elevator hall operating stations on all elevator corridor landings.
2. We will install new elevator car operating panel.

P. Power Unit - New

We will install a new pump unit complete with new motor, new valve, new pump, new in-line manual closing valve and new solid state motor control.

Q. Elevator Cylinders – reuse

R. Elevator Smoke Detector System

Smoke detector systems with connections to the elevator control system. This system is a stand alone unit for elevator fire service only.

S. Elevator Pit Ladder – New

We will install a code compliant elevator pit ladder.

Lake County Board of Commissioners
Elevator Upgrades – Elevator B
Page 6

Elevator: B

WE PROPOSE TO FURNISH THE NECESSARY LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:

- A. Power Supply - by owner - present voltage
- B. Motor Starter - New
A new solid state motor starter shall be provide for each elevator. All necessary wiring shall be installed to install the new starters.
- C. Controller - New.
Features To Include:
MICRO PROCESSOR BASED CONTROL SYSTEM (Motion Control)
 - A. The electrical connections between printed circuit boards and circuit connectors incorporated in any mounting rack.
 - B. NEMA steel construction cabinet.
 - C. Solid state rectifiers.
 - D. Timers that are not Micro-Processor controlled are to be solid state.
 - E. Selective Collective Operation - with fire service.
 - F. A car top logic system will be provide for inputs of leveling, door zones and slowdown functions.

Lake County Board of Commissioners
Elevator Upgrades – Elevator B
PAGE 7

- D. Rails - Present.
- E. Car Sling and Platform - Present.
- F. Terminal and Final Stopping Device - New.
 - 1. Normal and final terminal stopping devices shall conform with the code.
 - 2. Mount normal stopping switch on car or in hoistway to slow speed of car and bring it to an automatic stop level with the terminal landings.
 - a. Switch shall function with any load up to and including 125 percent of rated elevator capacity obtained in formal operation.
 - b. Switch, when opened, shall permit operation of car in reverse direction.
 - c. No normal stopping device other than one mounted on car and activated by cams in hoistway, or mounted in hoistway and activated by cams on car, shall be permitted.
 - 3. Mount final terminal stopping switches in the hoistway.
 - a. Switches shall be positively opened by car should the car travel be beyond the normal stopping switches.
 - b. Switches shall be independent of other stopping devices.
 - c. Switches, when opened, shall remove power from hoist motor, apply hoist machine brake and prevent operation of car in either direction.
- G. Buffers - Present.

Lake County Board of Commissioners
Elevator Upgrades – Elevator B
Page 8

- H. Car Top Inspection Station - New.
 - To include up-down and run constant pressure push buttons, stop switches, inspection - normal switch.
- I. Electric Wiring - New.
 - 1. Install wiring necessary to all parts of equipment.
 - 2. Wiring shall be stranded type with insulated, moisture resistant cover.
 - 3. Wiring shall be color coded and indelibly marked for identification.
 - 4. Wiring shall be run in metal conduit, metallic tubing, wire ducts or raceways (Exception: traveling conductor cables).
 - 5. Traveling conductor cables shall have moisture resistant poly vinyl type jacket. Proper support to relieve unnecessary strain shall be provided.
 - 6. All junction boxes for car wiring shall be located on top of the elevator car.
 - 7. Terminal connections shall be indelibly marked for identification.
 - 8. All wiring shall be installed in accordance with applicable code requirements.

Lake County Board of Commissioners
Elevator Upgrades – Elevator B
Page 9

J. Pit Switch - New.

There shall be installed in the pit of each elevator.
The stop switch shall:

1. Be of the manually operated type.
2. Have red operating handles or buttons.
3. Be conspicuously and permanently marked "STOP" and shall indicate the stop and run positions.
4. Be positively opened mechanically and their opening shall not be solely dependent on springs.
5. The switch shall be located 18 inches above floor level within reach of access door.

K. Door Operator - New

- Install new door operator with solid state control.
- Install new car door tracks, hangers, gate switches, clutch assembly, linkage and gib guides.
- Install new door restriction device.

L. Hall Doors - New

- Install 1-1/2 hr. labeled fire rated elevator doors.
- Install new door tracks, closers, release rollers, hanger assemblies, interlocks and gib guides.

M. GENERAL

1. Removal of all old elevator equipment, controllers, operators, switches, etc.
2. Removal of all debris.
3. Clean, lubricate, and adjust existing equipment, that is to be retained.

Lake County Board of Commissioners
Elevator Upgrades – Elevator B
Page 10

N. Elevator Cab – remodel

The Classic interior adds a panel to visually divide the elevator horizontally and frame the handrail. The darker panel also serves to separate the upper and lower textures and to smooth the transition between the faux granite upper sections and the lower mahogany laminate. Vertical shadow lines add the illusion of height. The standard ceiling is a sturdy aluminum extruded "T" frame, and the handrails, toe kicks and reveals are stainless steel.

O. Elevator Car and Hall Fixtures ADA Compliant

1. We will install new elevator hall operating stations on all elevator corridor landings.
2. We will install new elevator car operating panel.

P. Power Unit - New

We will install a new pump unit complete with new motor, new valve, new pump, new in-line manual closing valve and new solid state motor control.

Q. Elevator Cylinders – reuse

R. Elevator Smoke Detector System

Smoke detector systems with connections to the elevator control system. This system is a stand alone unit for elevator fire service only.

S. Elevator Pit Ladder – New

We will install a code compliant elevator pit ladder.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 11

Elevator: Freight - Westwind

A. Power Supply - Present.

B. SCR D.C. MOTOR DRIVE- New

New D.C. motor Drive to work with the existing hoist motor.

Features Will Include:

1. Dynamic Braking.
2. Linear Accel/Decel Adjustable Ramps.
3. Isolated Current Feedback.
4. Constant Horse Power Range Regulated Field Supply.
5. Operate at Ambient Temperatures Between 0 degrees and 70 degrees C.

Protection Features Will Include:

1. Isolated Power Modules.
2. Isolated Control Module.
3. Control and Firing Circuits Isolated.
4. Phase Sequence Protection.
5. Phase Loss Protection.
6. Individual Fused Control Circuits.
7. Line Transient Protection.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 12

C. Controller - New.

Features To Include:

MICRO PROCESSOR BASED CONTROL SYSTEM
(Motion Control)

- A. The electrical connections between printed circuit boards and circuit connectors incorporated in any mounting rack.
- B. NEMA steel construction cabinet.
- C. Solid state rectifiers.
- D. Timers that are not Micro-Processor controlled are to be solid state.
- E. Selective Collective Operation with fire service.

D. Rails - Present.

E. Guide Shoes - Modify
Replace car and counterweight rollers.

F. Car Sling and Platform - Present

G. Terminal and Final Stopping Device - New.

1. Normal and final terminal stopping devices shall conform with the code.
2. Mount normal stopping switch on car or in hoistway to slow speed of car and bring it to an automatic stop level with the terminal landings.
 - a. Switch shall function with any load up to and including 125 percent of rated elevator capacity obtained in formal operation.
 - b. Switch, when opened, shall permit operation of car in reverse direction.
 - c. No normal stopping device other than one mounted on car and activated by cams in hoistway, or mounted in hoistway and activated by cams on car, shall be permitted.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 13

3. Mount final terminal stopping switches in the hoistway.
 - a. Switches shall be positively opened by car should the car travel be beyond the normal stopping switches.
 - b. Switches shall be independent of other stopping devices.
 - c. Switches, when opened, shall remove power from hoist motor, apply hoist machine brake and prevent operation of car in either direction.
- H. Buffers - Present
Rebuild and test buffers.
- I. Car Top Inspection Station - New.

To include up-down and run constant pressure push buttons, stop switches, inspection - normal switch.
- J. Doors and Equipment - Present
New Door Operator with solid state control.
Replace door rollers and gib guides as necessary.
New Detector Edge.
New Door Restriction unit.
Clean, lubricate, replace door rollers as necessary, replace door guides as necessary and adjust all doors.
Remove all plastic door sight guards and replace with new stainless steel sight guards.
- K. Car Operating Station - One per elevator.
The Car Operating Station shall be new. The new station shall have operating buttons corresponding to floors served, key stop switch, light switch, alarm button, fire service key switch and jewel, independent service key switch and permanent markings on the stainless steel station plate for all functions. Cover area where auxiliary car station is located.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 14

- L. Hall Push Button Stations - New
New Stations will be installed on each floor, two buttons for intermediate and single buttons for terminal floors.
- M. Electric Wiring - New.
 1. Install wiring necessary to all parts of equipment.
 2. Wiring shall be stranded type with insulated, moisture resistant cover.
 3. Wiring shall be color coded and indelibly marked for identification.
 4. Wiring shall be run in metal conduit, wire ducts or raceways (Exception: traveling conductor cables). Raceway shall be installed in the elevator hoistway and on the elevator car for all main wiring. EMT conduit shall be used for all other wiring applications. Greenfield may be used for terminations to equipment.
 5. Traveling conductor cables shall have moisture resistant poly vinyl type jacket. Proper support to relieve unnecessary strain shall be provided.
 6. All junction boxes for car wiring shall be located on top of the elevator car.
 7. Terminal connections shall be indelibly marked for identification.
 8. All wiring shall be installed in accordance with applicable code requirements.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 15

- N. Pit Switch - New.
There shall be installed in the pit of each elevator.
The stop switch shall:
1. Be of the manually operated type.
 2. Have red operating handles or buttons.
 3. Be conspicuously and permanently marked "STOP" and shall indicate the stop and run positions.
 4. Be positively opened mechanically and their opening shall not be solely dependent on springs.
 5. The switch shall be located 18 inches above floor level within reach of access door.
- O. Elevator Counterweights - Present
Rebuild and test buffers.
- P. Elevator Machine - Present with New Cable Brake
1. Install new cable brake assembly on present machine.
 2. Install new elevator machine brake.
 3. Drain, Clean and replace worm gear oil
 4. Clean and check motor and replace brushes.
 5. Install tach feedback unit.
- Q. Elevator Governor - New
- R. Hoist Cables - New
Install new traction steel elevator hoist cables.
Install new wedge shackles.
- R. Governor Cables - Present
Install new governor and governor tail sheave.
1. The new governor shall be designed for the speed of the elevator and to meet tripping speed as defined by elevator code.
 2. The governor tail shall be mounted in the pit area and provide sufficient tensioning of the governor cable.

Lake County Board of Commissioners
Elevator Upgrades – Elevator Freight Westwind
Page 16

S. Elevator Cab – remodel

The Classic interior adds a panel to visually divide the elevator horizontally and frame the handrail. The darker panel also serves to separate the upper and lower textures and to smooth the transition between the faux granite upper sections and the lower mahogany laminate. Vertical shadow lines add the illusion of height. The standard ceiling is a sturdy aluminum extruded "T" frame, and the handrails, toe kicks and reveals are stainless steel.

T. Removal of old equipment

We will disassemble and remove old elevator equipment.

The owner shall provide accessible storage area, until removal of old equipment.

U. Elevator Smoke Detector System

Smoke detector systems with connections to the elevator control system. This system is a stand alone unit for elevator fire service only.

V. Elevator Pit Ladder – New

We will install a code compliant elevator pit ladder.

Lake County Board of Commissioners
Elevator Upgrades – Elevators A,B, Westwind Freight, Gary Superior Court
Page 17

Work By Owner

1. Supply adequate machine room lighting and temperature control. (Temperature Range 32-140 degrees Fahrenheit)
2. Heat/Smoke sensors in each lobby, top of hoistway, and in machine room with signal to elevator control cabinet. Any connections or modifications from building fire alarm systems to the elevators. **Stand Alone System by Long Elevator and included in this proposal.**
3. Elevator machine room and electrical service maybe modified to meet code conditions.
4. Hoistway and machine room ventilation, if required. Make any repairs to hoistway, machine room, pit area as required by code.
5. Telephone wiring and related telephone line charges. Telephone line to elevator control panel.
6. The building and elevator mechanical room must be fully accessible for 7:30 A.M. to 4:30 P.M. Mon. - Fri.
7. The elevator machine room must have clear access to install the elevator equipment.

Lake County Board of Commissioners
Elevator Upgrades – Elevators A,B, Westwind Freight, Gary Superior Court
Page 18

TERMS AND CONDITIONS

We maintain Workmen's Compensation, Bodily Injury and Property Damage Liability insurance coverage, and certification within our standard limits will be furnished to you.

We shall not be liable for any loss, damages, detention or delay due to any cause beyond our reasonable control or caused by fires, floods, strikes, lockouts, civil or military authorities or government regulations or restrictions or, in any event, for consequential damages. Acceptance of the completed installation shall constitute a waiver of all claims based on delay.

We shall not be responsible in any way for the acts of others or for work done by others or for material supplied or installed by others in or about the building. Should damages occur to our material, tools or work on the premises from any said causes, you shall compensate us therefore.

GENERAL PROVISIONS:

The Purchaser shall provide safe storage areas.

Purchaser shall provide the workmen employed by the Seller at the Purchaser's building with a safe place to do their work.

The work shall be performed during the regular working hours of the Seller's, or its sub-contractor's, regular working days. Overtime work performed upon the Purchaser's request shall be done at the Seller's usual rates for such work and the amount of such overtime added to the contract price.

TITLE AND OWNERSHIP: The elevator equipment and appurtenances thereto shall remain the property of, and title there to remain in the Seller until all payments under the terms of this contract.

Lake County Board of Commissioners
Elevator Upgrades – Elevators A,B, Westwind Freight, Gary Superior Court
Page 19

GUARANTEE: We guarantee that the equipment will comply with the foregoing specifications and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion which are not due to ordinary wear and tear or to improper use or care. The correction of such defects constitutes the limit of our responsibility. There are no other warranties or guarantees, express or implied, other than of title.

PRICE AND TERMS OF PAYMENT: The contract price for furnishing and erecting the elevator provided herein shall be Five Hundred Twenty Eight Thousand Six Hundred Sixty Eight Dollars (\$528,668.00) of which One Thousand Dollars applies to Gary Superior Court.

Payment Terms: In accordance with our standard schedule of values.

With interest per annum from date due.

ACCEPTANCE OF INSTALLATION: It is recognized by the Purchaser that the Seller's erection crew might have to travel some distance and at considerable expenses to reach the Purchaser's premises. Therefore, to avoid unnecessary expense the Purchaser agrees to arrange to have a duly authorized officer of Purchaser's company on hand upon completion of the installation to make the final inspection and to provide a written acceptance when Seller's contractual obligations have been met.

ACCEPTANCE OF PROPOSAL: This proposal is for acceptance within 10 days from date executed by Seller and thereafter subject to change without notice to Purchaser. However, if Purchaser should, after specified time for acceptance has expired, execute and deliver contract to Seller, then contract shall be binding on both parties unless Seller shall, within 10 days after receipt, notify Purchaser in writing that proposal has been withdrawn or changed.

Lake County Board of Commissioners
Elevator Upgrades – Elevators A,B, Westwind Freight, Gary Superior Court
Page 20

This instrument is written in duplicate, both copies being signed by the Seller and sent to the Purchaser as a proposal, and same, subject to conditions of the foregoing paragraph, shall constitute a valid contract binding both parties upon the signature of the Purchaser and delivery of one signed copy to Seller's home office.

The effective date of this contract shall be the date one copy of this instrument, properly executed by Purchaser, is delivered to Seller's home office.

This contract supersedes all previous modernization contracts or modernization agreements, written or oral, between the parties hereto and cannot be altered except by written supplement hereto properly executed by both parties.

Executed this 16 day of July 2008 _____ SELLER

BY [Signature]
Long Elevator & Machine Co., Inc.

Executed this _____ day of _____ 2008 _____ PURCHASER

BY _____
Owner or Agent For Owner

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
APPROVED THIS 26 DAY OF July 2008

- Alternate #1 Westwind Passenger Elevators Cabs:
The Classic interior adds a panel to visually divide the elevator horizontally and frame the handrail. The darker panel also serves to separate the upper and lower textures and to smooth the transition between the faux granite upper sections and the lower mahogany laminate. Vertical shadow lines add the illusion of height. The standard ceiling is a sturdy aluminum extruded "T" frame, and the handrails, toe kicks and reveals are stainless steel.
Add the amount of \$ 24,400.00
- Alternate #2 Westwind Passenger Elevators Car Operating Station:
Install new ADA compliant elevator car operating stations
Add the amount of \$17,960.00 .

Order #41 Agenda #57

In the Matter of Whittaker & Company, PLLC arrangement of actuarial services for the County of Lake – GASB 45 Actuarial Valuations for the Plan Year Beginning July 1, 2007.

Allen made a motion, seconded by DuPey, to approve the Whittaker & Company, PLLC arrangement of actuarial services for the County of Lake – GASB 45 Actuarial Valuations for the Plan Year Beginning July 1, 2007 (\$15,000.00 quote). Motion passed 3-0.

Order #42 ADD Agenda #57A

In the Matter of North Township Assessor request for permission to dispose of property.

DuPey made a motion, seconded by Allen, to approve the North Township Assessor request for permission to dispose of property. Motion passed 3-0.

Order #43 ADD Agenda #57B

In the Matter of The Bank of New York Mellon - Statement of account of period of April 1, 2008 to June 30, 2008.

Allen made a motion, seconded by DuPey, to make the Bank of New York Mellon - Statement of account of period of April 1, 2008 to June 30, 2008 a matter of public record. Motion passed 3-0.

Order #44 Agenda #58

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

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, July 16, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order #44 Agenda #59

In the Matter of Service Agreements.

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

L C AUDITOR	W/	Environmental Systems Research Institute, Inc.*
L C HIGHWAY DEPT	W/	Marshall II Enterprises Inc./ Alpine Valley*
L C RECORDER	W/	Kramer and Leonard

*TABLED (REFERENCE ORDER #45)

Order #44 Agenda #60

In the Matter of Poor Relief Decision.

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

Fred Martin	Approved
Wanda Burnett	Approved
TaShanda Willis	Denied
Avis Jones	Denied
Sharlet Saxton	Denied
Toni Wood	Denied
Latrice Martin	Denied
Deana Meeks	Denied for appellant's failure to appear
Jeanette Elgy	Denied
Qiana Carter	Denied for appellant's failure to appear
Cassandra Williams	Denied
George Blackmon	Denied for appellant's failure to appear
Tracy Allen	Denied for appellant's failure to appear
Barbara Jones	Denied for appellant's failure to appear
Ralph Green	Denied for appellant's failure to appear
Christina Upshaw	Denied for appellant's failure to appear
Danielle Fields	Denied for appellant's failure to appear
Alisa Baker	Denied for appellant's failure to appear
Anthony Chester	Denied for appellant's failure to appear
Arthur Butler	Denied
Deborah Harvey	Denied
Roxyanne Rice	Denied
Antoinea Bowman	Denied
Latrice Burks	Denied for appellant's failure to appear
Kimberly Sanders	Denied for appellant's failure to appear
Reanell Weaver	Denied for appellant's failure to appear
Lynette Washington	Denied for appellant's failure to appear
Stachia Vanzant	Denied for appellant's failure to appear
Ronald Schoos	Denied for appellant's failure to appear
Maretha Burnett	Denied for appellant's failure to appear
Louis Adams	Denied for appellant's failure to appear
Tamika Sistrunk	Denied for appellant's failure to appear
Anthony Johnson	Denied for appellant's failure to appear
Beverly Vaughn	Denied for appellant's failure to appear
Ramona Patterson	Denied for appellant's failure to appear
Patricia Dotson	Denied for appellant's failure to appear

Order #44 Agenda #60 (cont'd)

Kishawna Robie	Denied for appellant's failure to appear
Teneshia Windsor	Denied for appellant's failure to appear
Joseph Smith	Denied for appellant's failure to appear
Arthur Butler	Denied for appellant's failure to appear
Glend Jolly	Denied for appellant's failure to appear
No Name – Blank	Denied for appellant's failure to appear
Tina Diggs	Denied for appellant's failure to appear
Nicole Handley	Denied for appellant's failure to appear
Ramona Ballard	Denied for appellant's failure to appear
Stephanie Robinson	Denied for appellant's failure to appear
Hortense Smith	Denied for appellant's failure to appear
Therman Mills	Denied for appellant's failure to appear
Christina Brooks	Denied for appellant's failure to appear
Cheryl Jackson	Denied for appellant's failure to appear
Dorothy Bimmington	Denied
Phyllis Foster	Denied for appellant's failure to appear
Twyla Smith	Denied for appellant's failure to appear
Sandra Cole	Denied for appellant's failure to appear
Annette Arrington	Denied
Charles Finch	Denied for appellant's failure to appear
Christina Johnson	Denied for appellant's failure to appear
Sheila Smith	Approved
Rosalind Portis	Approved
Niya Tolbert	Approved
Kimberly Corley	Approved
Rhonda Howard	Approved
Dallass Matthews	Approved
Morris Evans	Approved
Rosalinda Luna	Approved on condition
Latasha Jefferson	Approved
Vicki Jarrett	Approved
James Jones	Approved
Juanita Johnson	Approved
Belinda Moore	Approved
Sheryl Jackson	Approved
Garland Jackson	Approved
Verneviel Holman	Approved
Latoya Willis	Approved
Kevin Ellis	Approved
Brenda Hollins	Approved
Arthur Lee	Approved
Fallon Laquerra	Approved on condition
Kimberly Hart	Approved
Lorraine Lewis	Approved on condition
Deetta Crockett	Approved
Brenda Livers	Approved
Jennifer Walton	Approved
Latrice Burks	Approved
Daniel Owens	Approved
Ethel Foster	Approved
Charles Dixon	Approved
Alexis Harris	Approved
Dwayne Bazziel	Approved
Angie Ferguson	Approved
Laurell Brisco	Approved
Tanika Allen	Approved
Harold Griffith	Approved
Tavia Marshall	Approved
Pamela Jaqielski	Approved
Tora Smith	Approved
Barbara Watson	Approved
Kerra Jackson	Approved
Christina Corral	Approved
Ernest Atkins	Approved
Malaine Jackson	Approved
Symantha Copeland	Approved
Danika Lopez	Approved
Lemuel Cannon	Approved
Jasmine Seaverson	Approved
Elana Blackwell	Approved
Charlene Hemphill	Approved
Romlei Manson	Approved
Laverne Goodwin	Approved
Lee Maxfield	Approved
Tatanisha Gant	Approved
Herbert Wilson	Approved
Laria Macon	Approved
Sha-Ton Strickland	Approved
Larine Bradley	Approved
Nellie Walker	Approved
Barbara Cross	Approved
Raquel Porter	Approved
Talisha Thomas	Approved
Jacqueline Gilkey	Approved
Jacquesse James	Approved on condition

Order #44 Agenda #60 (cont'd)

Elnora Brady	Approved
Lavita Brewer	Approved
Brian Chapman	Approved
Gloria Sease	Approved
Glen Neal	Approved
Shana King	Approved
Sandra Brown	Approved
Alfred Jones	Approved
Debra Shaw	Approved
Sherika Mills	Approved
Lilene Knox	Approved
Maria Gomez	Approved
Latanja Plummer	Approved
Charleson Mack	Approved
Ida Rodriguez	Approved
Lashonna Hardaway	Approved on condition
Javona Hines	Approved
Tijuana Martin	Approved
Dorothy Semington	Approved
Richard Spurgeon	Approved
Tameka Richmond	Approved
Elon Hamlin	Approved
Lorraine Mays	Approved
Frank Beamon	Approved
Sable Alhassan	Approved
Beverly Vaughn	Approved
Philip Hollins	Approved
Gloria Lewis	Approved
Symantha Copeland	Approved

Order #45

DuPey made a motion, seconded by Allen, to table service agreements under the Highway Department for water coolers and the Auditor for Labor Law Posters and ordered same to table the vendor qualification affidavits for Economic Development for Kidsplay Equipment, and Merrillville Karma Tobacco & Cigar Lounge for Parks Department. Motion passed 3-0.

Order #46 Agenda #63

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

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

ORDINANCE NO. 1294C-1

ORDINANCE AMENDING THE LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2008, ORDINANCE NO. 1294C

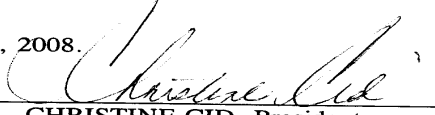
WHEREAS, on December 11, 2007, the Lake County Council adopted Ordinance No. 1294C, establishing the mileage rate of Fifty and a half (.50.5) cents per mile for County employees duly entitled to same; and


WHEREAS, the Federal Government has increased the Federal mileage rate to fifty-eight and half (.58.5) cents per mile effective July 1, 2008.

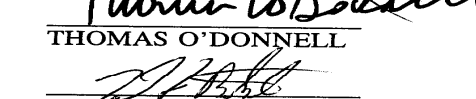
NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

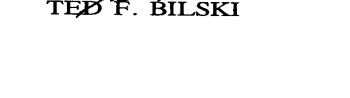
That the Lake County Council does establish a mileage rate of fifty-eight and a half (.58.5) cents per mile for County employees duly entitled to same. This rate is effective on July 1, 2008.


DATED THIS 8th day of July, 2008.



 CHRISTINE CID, President



 LARRY BLANCHARD

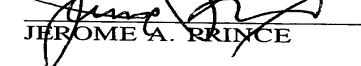

 THOMAS O'DONNELL


 TED F. BILSKI



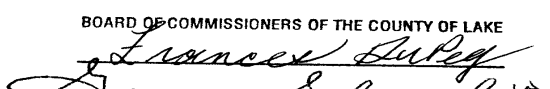

 ERNIE DILLON

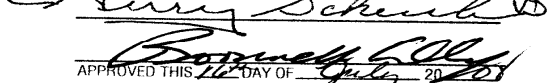

 ELSIE FRANKLIN

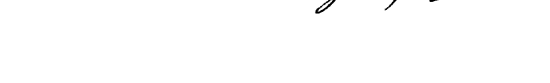

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


 Frances DuPey


 Jerry Schuch


 Bernard G. Cole

APPROVED THIS 16th DAY OF July 20 2008

Order #46 Agenda #63

In the Matter of L.C. Council Ordinances – Ordinance No. 1301B.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1301B, Ordinance Creating the Community Corrections Program Grant Fund, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1301B

ORDINANCE CREATING THE COMMUNITY CORRECTIONS PROGRAM GRANT FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the Lake County Council desires to create a Community Corrections Program Grant Fund for the deposit of all monies received for the operation and maintenance of the Forensic Diversion Program, a component of the Lake County Community Corrections.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council hereby creates the Community Corrections Program Grant Fund, for the deposit of all monies received for the operation and maintenance of the Forensic Diversion Program, a component of the Lake County Community Correction.
2. That pursuant to I.C. 36-2-5-2(b), the Lake County fiscal body shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
3. Any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Community Corrections Program Grant Fund.

4. This Ordinance hereby repeals and replaces Ordinance No. 1258E, the Ordinance Creating the Forensic Diversion Program Fund, Fund No. 244.

SO ORDAINED THIS 8th DAY OF JULY, 2008.



Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

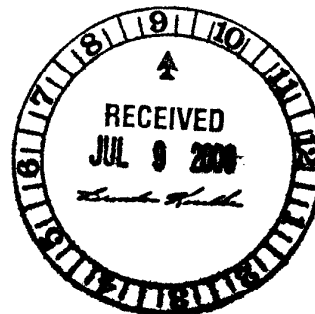
Francis DuPey
Larry Schenk
Boonville

APPROVED THIS 16th DAY OF July, 2008

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-108.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-108, Resolution Honoring Whiting High School's Girls Softball Team. Motion passed 3-0.



RESOLUTION NO. 08-108

RESOLUTION HONORING WHITING HIGH SCHOOL'S GIRLS SOFTBALL TEAM

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

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

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

WHEREAS, the Whiting High School Girls Softball Team won its second undefeated State crown in three years by capturing the 2008 IHSAA Class 1A Softball State Championship,

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 women of the Whiting High School Girls Softball Team, the IHSAA Class 1A Girls Softball Champions and champions always for Lake County; and ~~that~~ **BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE** copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Whiting High School Girls Softball Team.

DATED THIS 8th day of July, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Frances DuPey
Bonnie Kelly
APPROVED THIS 16th DAY OF July 2008

Members of the Lake County Council

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-109.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-109, Resolution Honoring Victoria Franco IHSAA Mental Attitude Award Winner. Motion passed 3-0.



RESOLUTION NO. 08-109

**RESOLUTION HONORING VICTORIA FRANCO
IHSAA MENTAL ATTITUDE AWARD WINNER**

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, VICTORIA FRANCO, a senior, on Whiting High School's Softball Team was named the IHSAA Class 1A Mental Attitude Award winner.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to VICTORIA FRANCO for receiving the IHSAA Class 1A Mental Attitude Award; 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 VICTORIA FRANCO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, INDIANA

DULY ADOPTED by the Lake County Council, this 8th day of July, 2008

Christine CID
CHRISTINE CID, President

Francesa Dukes
Darryl Scheidt
APPROVED THIS 12 DAY OF July 2008

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

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

Members of the Lake County Council

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-110.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-110, Resolution Honoring Mel Dumezich of the Whiting High School Girls Softball Team. Motion passed 3-0.



RESOLUTION NO. 08-110

**RESOLUTION HONORING MEL DUMEZICH
OF THE WHITING HIGH SCHOOL GIRLS SOFTBALL TEAM**

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

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

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

WHEREAS, MEL DUMEZICH, a junior at Whiting High School and pitcher of the Whiting High School's Girls Softball Team has been named the 2008 Times Softball Player of the Year, and the 2008 Post Tribune Softball Player of the Year; and

WHEREAS, MEL DUMEZICH, lead the Whiting High School Girls Softball Team to the IHSAA Class 1A State Championship with her second undefeated season; and

WHEREAS, MEL DUMEZICH has established the following State Records: Career Strikeouts - 1,268, Strikeouts in a Season - 489, Runs Scored in a Season - 69 and Home runs in a Season - 15.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to MEL DUMEZICH of the Whiting High School Girls Softball Team 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 MEL DUMEZICH.

DULY ADOPTED by the Lake County Council, this 8th day of July, 2008

APPROVED THIS 16 DAY OF July 20 08

CHRISTINE CID, President

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

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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPey
Larry Schenk

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-111.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-111, Resolution Transferring \$663,071.35 from the Lake County Health Department Fund (Fund No. 105) to the Lake County Health Department Tobacco Lawsuit Settlement Fund (Fund No. 296). Motion passed 3-0.

RESOLUTION NO. 08-111

RESOLUTION TRANSFERRING \$663,071.35 FROM THE LAKE COUNTY HEALTH DEPARTMENT FUND (FUND NO. 105) TO THE LAKE COUNTY HEALTH DEPARTMENT TOBACCO LAWSUIT SETTLEMENT FUND (FUND NO. 296)

WHEREAS, the Lake County Council has established the Lake County Health Department's Tobacco Lawsuit Settlement Fund (Fund No. 296) to be used for the deposit and use of funds received from the State Tobacco Lawsuit Fund; and

WHEREAS, the Lake County Council desires to transfer \$663,071.35 in funds from the Tobacco Settlement now in the Lake County Health Department Fund (Fund No. 105) to the Lake County Health Department's Tobacco Lawsuit Settlement Fund (Fund No. 296) to provide funding.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$663,071.35 from the Lake County Health Department Fund, Fund No. 105, to the Lake County Health Department's Tobacco Lawsuit Settlement Fund, Fund No. 296, to provide funding.

SO RESOLVED THIS 8th DAY OF JULY, 2008.



Christine CID
CHRISTINE CID, President

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

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Larry Schuch
Robert Allen
APPROVED THIS 10th DAY OF July 2008

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-112.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-112, Resolution Permitting the Lake County Board of Commissioners to pay outstanding 2005, 2006, and 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-112

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

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

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

001-2900-43977 - Soldier Burial \$ 3,700.00 See Attached List

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following invoices incurred in 2005, 2006 and 2007 shall be paid from the Lake County Commissioners' 2008 Budget:

001-2900-43977 - Soldier Burial \$ 3,700.00 See Attached List

SO RESOLVED THIS 8th day of July, 2008.



Signatures of Christine CID, Ernest Dillon, Elsie Franklin, Jerome A. Prince, Larry Blanchard, Thomas O'Donnell, and Ted F. Bilski. Includes text: Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Table listing names, addresses, dates, and relationships for various individuals, including spouses and children, with associated numerical identifiers.

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-113.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-113, Resolution Permitting Lake County Sheriff to pay outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-113

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

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

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

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
McPheron Professional Corp.	\$ 504.10

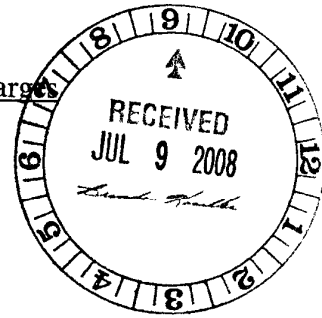
WHEREAS, the Sheriff's Department desires to pay the above Animal Control invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-3200-43995</u>	<u>Other Services & Charges</u>
McPheron Professional Corporation	\$ 504.10

SO RESOLVED THIS 8th DAY OF JULY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome Prince

 JEROME PRINCE

Ted F. Bilski

 TED F. BILSKI

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Dukey

Larry Schuck

Bonnie Bell

 APPROVED THIS 16th DAY OF July, 20 08

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-114.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-114, Resolution Permitting Lake County Sheriff to pay outstanding 2007 Jail Invoice/Debt from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-114

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

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

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

<u>001-3100-43620</u>	<u>Equipment Repair</u>
McAllister, Inc.	\$ 170.00

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 2008 Budget the following jail invoice/debt incurred in the calendar year 2007 as follows:

<u>001-3100-43620</u>	<u>Equipment Repair</u>
McAllister, Inc.	\$ 170.00



SO RESOLVED THIS 8TH DAY OF JULY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

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

Frances DuPey

Larry Schuch

Boonville

 APPROVED THIS 10 DAY OF July, 2008

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-115.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-115, Resolution Permitting Lake County Sheriff to pay outstanding 2002, 2003, 2004, 2005, 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-116.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-116, Resolution Permitting Lake County Sheriff to pay outstanding 2007 Work Release Invoice/Debt from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-116

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

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

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

<u>001-3150-42240</u>	<u>Household & Institutional Supplies</u>
Merrillville Ace Hardware	\$ 11.98

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-3150-42240</u>	<u>Household & Institutional Supplies</u>
Merrillville Ace Hardware	\$ 11.98

SO RESOLVED THIS 8TH DAY OF JULY, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Bilski

 TED F. BILSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

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

Frances DuPey

Harry Schuchert

Raymond G. Kelly

 APPROVED THIS 10 DAY OF July, 2008

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-117.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-117, Resolution to Certify to the Lake Board of Registration and Elections the Question: "Should the Assessing duties of the Elected Township Assessor in the Township be transferred to the County Assessor?". Motion passed 3-0.

RESOLUTION NO. 08-117

RESOLUTION TO CERTIFY TO THE LAKE COUNTY BOARD OF REGISTRATION AND ELECTIONS THE QUESTION: "SHOULD THE ASSESSING DUTIES OF THE ELECTED TOWNSHIP ASSESSOR IN THE TOWNSHIP BE TRANSFERRED TO THE COUNTY ASSESSOR?"

- WHEREAS, pursuant to I.C. 36-2-3.5-3, the Lake County is the fiscal and legislative body of Lake County, Indiana; and
WHEREAS, pursuant to I.C. 36-2-3.5-5, the Lake County Council has the authority to pass all ordinances, orders, resolutions and motions for the government of the County; and
WHEREAS, pursuant to I.C. 36-2-15-8 and I.C. 36-2-15-7.4, the Lake County Council shall act under I.C. 3-10-9-3, to certify to the Lake County Board of Registration and Elections the following question, to be voted on at the referendum in the General Election in 2008:
"Should the assessing duties of the elected Township Assessor in the Township be transferred to the County Assessor?"; and
WHEREAS, pursuant to I.C. 36-2-15-8 and I.C. 3-10-9-3, the question must be certified to the County Election Board no later than Noon, August 1, 2008, to be placed on the General Election ballot in 2008; and
WHEREAS, the Lake County Board of Elections and Registration is empowered and directed by I.C. 3-6-5-14 to conduct all elections and administer the election laws within the County; and
WHEREAS, Indiana Code 3-6-5.2-6(B) entitled "Powers of Board; duties of director" provides that the director appointed under section 7 of this chapter shall perform all the duties of the circuit court clerk, and perform the election or voter registration duties of the circuit court clerk under other titles of the Indiana Code.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- 1. That pursuant to I.C. 36-2-15-8(a), the Lake County Council, the legislative and fiscal body of Lake County, hereby certifies to the Lake County

Board of Registration and Elections, the following question for the referendum to be placed on the General Election ballots in November, 2008:

"Should the assessing duties of the elected Township Assessor in the Township be transferred to the County Assessor?"

- 2. That pursuant to I.C. 36-2-15-8(b), the certification of the question shall be delivered to the Lake County Clerk, who shall then call a meeting of the Lake County Board of Registration and Elections to make arrangements for the referendum.
3. That pursuant to I.C. 36-2-5-11, the Clerk of the Lake Circuit Court shall immediately after the votes cast in the referendum have been counted, certify the results of the referendum to the Lake County Council. Upon receiving the certification of all the votes cast in the referendum, the Lake County Council shall promptly notify the department of local government finance of the result of the referendum. If a majority of the individuals who voted in the referendum voted "yes" on the referendum question:
(1) the Lake County Council shall promptly notify:
(A) the Lake County Assessor;
(B) the elected township assessor in the township; and
(C) each candidate for the position of township assessor in the election.

SO RESOLVED THIS 8TH DAY OF JULY, 2008.

CHRISTINE CID, President

LARRY BLANCHARD
THOMAS O'DONNELL
TED F. BILSKI

ERNIE DILLON

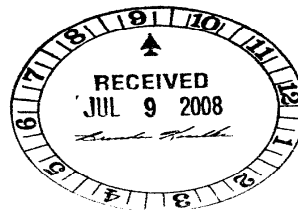
ELSIE FRANKLIN

JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 10th DAY OF July, 2008



Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-118.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-118, Resolution Permitting Lake County Board of Elections and Registration to Pay outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-118

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

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

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

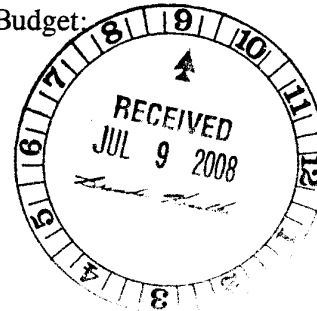
<u>001-2100-43150</u>	<u>Consultant Fees</u>
American Structurepoint, Inc.	\$ 1,990.00.

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-2100-43150</u>	<u>Consultant Fees</u>
American Structurepoint, Inc.	\$ 1,990.00



SO RESOLVED THIS 8th DAY OF JULY, 2008.

Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Thomas O'Donnell

 THOMAS O'DONNELL

Ted F. Belski

 TED F. BELSKI

Ernie Dillon

 ERNIE DILLON

Elsie Franklin

 ELSIE FRANKLIN

Jerome A. Prince

 JEROME A. PRINCE

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

Francis Duley

Larry Schenk

Barbara D. Allen

APPROVED THIS 16 DAY OF July, 2008

Order #46 Agenda #63

In the Matter of L.C. Council Resolutions – Resolution No. 08-119.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 08-119, Resolution Supporting a Moratorium on Residential Foreclosures in Lake County. Motion passed 3-0.

RESOLUTION NO. 08-119

RESOLUTION SUPPORTING A MORATORIUM ON RESIDENTIAL FORECLOSURES IN LAKE COUNTY

WHEREAS, for the past 38 years, ACORN, an activist organization hoping to stave off some of the impact of the housing/mortgage industry crisis, has been educating individuals about financial choices and the practices of the sub-prime lending industry; and

WHEREAS, in the City of Gary, 75% of the homes financed are sub-prime loans and in Lake County sub-prime lenders file 80% of the foreclosures; and

WHEREAS, ACORN reports that studies have shown that foreclosures increase violent crime in neighborhoods, decrease property values in neighborhoods and reduce city tax revenue, making it harder to provide good schools, police protection, code enforcement and other services; and

WHEREAS, it is the duty of this Body to protect the citizens and the neighborhoods of Lake County.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council hereby supports ACORN'S efforts in obtaining a temporary moratorium on residential foreclosures in Lake County, Indiana.

SO RESOLVED THIS 8th DAY OF JULY, 2008.



Christine CID
CHRISTINE CID, President

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

Ernie Dillon
ERNIE DILLON
Elsie Franklin
ELSIE FRANKLIN
Jerome A. Prince
JEROME A. PRINCE
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council

Francis DeRay
Ann Schuch
APPROVED THIS 16th DAY OF July, 2008

Order #47 Agenda #64

In the Matter of Appointments

DuPey made a motion, seconded by Allen, to make the action of the appointment of Mr. Ken Ruesken to the Liquor Board retroactive, State to be notified that appointment was made during a Regular Commissioners Meeting. Motion passed 3-0.

Order #48 Agenda #69

In the Matter of Staff Report

Attorney Dull, Authorized Ameresco to get on board downstairs(w/Data Processing) to make sure that that electrical in Data is correct, boost up electrical current.

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

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

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

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR