

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 13th day of May, 2008 at about 4:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 13th day of May, 2008 at about 4:15 p.m.

Order #1 Agenda #5A

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

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

Order#2 – Agenda #5B

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

Allen made a motion, seconded by DuPey, to approve the Additions: **Item #6A** – REQUEST FOR PERMISSION FOR THE INSTALLATION OF AN ELECTRIC FENCE SYSTEM AT THE SUB STATION. PROPOSALS TO BE RETURNED BY WEDNESDAY, JUNE 18, 2008 PRIOR TO 9:30 A.M. IN THE LAKE COUNTY AUDITOR'S OFFICE; **Item #7A** – ADDENDUM TO THE SPECIFICATION FOR CONCRETE FLOOR REPAIRS IN THE TRUCK GARAGE, CROWN POINT YARD TO BE RATIFIED; **Item #10A** – PROPOSALS FOR THE SELECTION OF A CONSULTANT FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE RECONSTRUCTION OF 45TH AVENUE TO BE OPENED; **Item #10B** – PROPOSALS FOR THE SELECTION OF A CONSULTING ENGINEERING FIRM TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE REPLACEMENT OF LAKE COUNTY BRIDGE #77, 205TH AVENUE OVER BRUCE DITCH TO BE OPENED; **Item #27A** – NEW BID RETURN DATE AND TIME TO BE SET FOR COMPREHENSIVE HEALTHCARE SERVICES FOR THE LAKE COUNTY JAIL FOR THE PERIOD OF JULY 1, 2008 THROUGH DECEMBER 31, 2008; **Item #27B** – NOTICE TO BIDDERS CONCERNING EXTENSION OF TIME TO SUBMIT BIDS FOR COMPREHENSIVE HEALTHCARE SERVICES FOR THE LAKE COUNTY JAIL AND FAX CONFIRMATION SHEETS TO BE MADE A MATTER OF PUBLIC RECORD; **Item #29A** – CONTRACT BETWEEN CROWE CHIZEK AND COMPANY, LLC AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE ON BEHALF OF THE LAKE COUNTY SHERIFF TO PROVIDE INFORMATION TECHNOLOGY (IT) ASSESSMENT SERVICES TO THE LAKE COUNTY SHERIFF'S DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$41,000.00; **Item #29B** – CONTRACT BETWEEN CROWE CHIZEK AND COMPANY, LLC AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE ON BEHALF OF THE LAKE COUNTY SHERIFF FOR INTERNAL INVESTIGATION – LAKE COUNTY SHERIFF'S DEPARTMENT CONTRACT WITH SOUTHLAKE COMMUNITY MENTAL HEALTH CENTER – PHASE II IN AN AMOUNT NOT TO EXCEED \$40,000.00; **Item #29C** – CONTRACT BETWEEN CROWE CHIZEK AND COMPANY, LLC AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE ON BEHALF OF THE LAKE COUNTY SHERIFF FOR ASSESSMENT OF THE EXISTING CONTRACT AND ANALYZE SERVICES PERFORMED BY CURRENT MEDICAL HEALTH PROVIDER MED-STAFF, INCORPORATED IN AN AMOUNT NOT TO EXCEED \$25,000.00; **Item #63A** – MEMORANDUM FROM THE LAKE COUNTY HUMAN RESOURCES CONSULTANT DATED MAY 20, 2008 CONCERNING THE COUNTY HUMAN RESOURCES DEPARTMENT; **Item #63B** – RESOLUTIONS HONORING: JADA WATSON OF EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS DANCE TEAM IHSOTA STATE CHAMPION SOLO DIVISION JUNIOR HIGH SCHOOL, BRIANA ROBINSON AND GREGORY BLACKMON OF EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS IHSOTA STATE CHAMPIONS SMALL ENSEMBLE CATEGORY, WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS JUNIOR HIGH SCHOOL ENSEMBLE CATEGORY, WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS MIDDLE SCHOOL POM CATEGORY, WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS MIDDLE SCHOOL JAZZ CATEGORY, LOWELL HIGH SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS MIDDLE SCHOOL, GRIFFITH HIGH SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS ADVANCED POM CATEGORY, LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM IHSOTA STATE CHAMPIONS POM CATEGORY, LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM IHSOTA STATE CHAMPIONS JAZZ CATEGORY, LAKE CENTRAL HIGH SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS ELITE JAZZ CATEGORY, CROWN POINT HIGH SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS ELITE POM CATEGORY, CROWN POINT HIGH SCHOOL DANCE TEAM IHSOTA STATE CHAMPIONS ELITE KICK CATEGORY; **Item #63C** – DEMOLITION EMERGENCY AUTHORIZATION FOR TWO DEMOLITION SITES AT 3006 WEST 41ST AVENUE, UNINCORPORATED CALUMET TOWNSHIP AND 931 MONON ROAD, CEDAR CREEK TOWNSHIP, UNINCORPORATED SHELBY; **DELETIONS NUMBER 35.** Motion passed 3-0.

Order #3 Agenda #5D

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

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

Order #4 Agenda #5E

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

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

Order #5 Consent Agenda Item #26 A-E

In the Matter of L.C. Highway – Certificates of Liability Insurance (Dawn Companies, Inc. – Brooks Brothers Enterprises; Gaskill & Walton Construction; Security Industries, Inc.; Ellas Construction Company, Inc.; Homer Tree Service, 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 (Dawn Companies, Inc. – Brooks Brothers Enterprises; Gaskill & Walton Construction; Security Industries, Inc.; Ellas Construction Company, Inc.; Homer Tree Service, Inc.). Motion passed 3-0.

Order #5 Consent Agenda Item #68

In the Matter of Vendor Qualification Affidavits.

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

TOBEY'S, INC.
ACE ELECTRIC
BEAUTYGUARD BUILDING PRODUCTS
APPLIED INDUSTRIAL TECHNOLOGIES-INDIANA, LLC
LATONIA CARPENTER
DR. JOSEPH A. PRAHLOW
QUIZNOS
STATEWIDE PRISONER EXTRADITIONS
J&M FLAGPOLE INSTALLATIONS, LLC
TRI-CREEK SCHOOL CORPORATION
PLANTED SEED MINISTRIES, INC.
OFFENDER REENTRY COMMUNITY ASSISTANCE
TOWN OF ST. JOHN
LAKE CIRCUIT COURT – DOMESTIC RELATIONS COUNSELING BUREAU
INTERFAITH FEDERATION
HOBART POLICE DEPARTMENT
GRACE MISSIONARY BAPTIST CHURCH INCORPORATED
EMPOWERING AND EQUIPING INC.
AFRICAN AMERICAN ACHIEVERS YOUTH CORPS, INC.
LASER TECHNOLOGY, INC.
ROBERT BOSCH LLC
EAST CHICAGO MARINA
KEY WEST ENTERPRISES, LLC
AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS
STANZ FOODSERVICE, INC.
VINTAGE BASE BALL ASSOCIATION
INDIANA ACADEMY OF SCIENCE / BILL N. McKNIGHT
FOR KIDZ ONLY, INC.
MIDWEST TURF CONSALTANTS
BIG WHOLESALEERS INC. dba PLAYA DEL REY / ARTWEAR
WINDMILL ENVIRONMENTAL SERVICES LLC

Order #5 Consent Agenda Item #69A

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

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of February and March 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 Clerk's Branches Reports of February and March 2008 as submitted. Motion passed 3-0.

Order #5 Consent Agenda Item #69A

In the Matter of Treasurer's Report for the month of March, 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 March 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 March 2008 as submitted. Motion passed 3-0.

Order #6 Agenda #6

In the Matter of L.C. Building Manager – Maris and Son, Inc. Re-Roofing Project at the Gary Courthouse credits and additions totaling -\$5,809.00.

Allen made a motion, seconded by DuPey, to ratify the approval of Building Manager's Maris and Son, Inc. Re-Roofing Project at the Gary Courthouse credits and additions totaling -\$5,809.00. Motion passed 3-0.

Order #7 ADD Agenda #6A

In the Matter of L.C. Building Manager - Seek proposals for the Installation of an Electric Fence System at the Sub Station.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the Installation of an Electric Fence System at the Sub Station under the Building Manager with the return of proposals by Wednesday, June 18, 2008 in the Lake County Auditor's Office. Motion passed 3-0.

Order #8 Agenda #7

In the Matter of BIDS: Crack and Seal for the year 2008.

The Board having previous taken the above bids under advisement hereby accepts the recommendation of the Highway Department to award to Day's Asphalt Service in the amount of \$97,500.00. Motion passed 3-0.

Letter of Recommendation

May 21, 2008

Order #8 Agenda #7 (cont'd)

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

ATTN: Gerry Scheub, President

RE: Recommendation of Award Sealing Cracks and Joints

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, April 16, 2008.

The bids received are as follows:

Vendor	Amount	Remark
DAYS ASPHALT SERVICE	\$97,500.00	15% Preference for Indiana Small Business
Pavement Solutions, Inc.	\$95,250.00	
Site Services Inc.	\$232,500.00	

Upon our review, along with the Lake County Highway Attorney, we recommend award to Day's Asphalt Service, Based upon the 15% Preference for Indiana Small Business.

Marcus W. Malczewski

Superintendent
 MWM/spz

Order #9 ADD Agenda #7A

In the Matter of L.C. Highway – Addendum to the Specification for Concrete Floor Repairs in the Truck Garage, Crown Point Yard.

Allen made a motion, seconded by DuPey, to make the Highway Department's Addendum to the Specification for Concrete Floor Repairs in the Truck Garage, Crown Point Yard a matter of public record. Motion passed 3-0.

Order #10 Agenda #9

In the Matter of L.C. Highway – Addendum #1 to the Specification for Tree Removal and Clean Up.

DuPey made a motion, seconded by Allen, to make the Highway Department's Addendum to the Specification for Tree Removal and Clean Up a matter of public record. Motion passed 3-0.

Order#11 Agenda #11

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

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Lake County Highway Department for Two (2) New Unused 2008 or Newer Rider Sweeping Systems for the return of proposals by Wednesday, June 18, 2008. Motion passed 3-0.

Able Paper and Janitorial Services Performance Plus

Order #12 Agenda #12

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

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Lake County Highway Department for One (1) New Unused 2008 or Newer Walk Behind Sweeping System for the return of proposals by Wednesday, June 18, 2008. Motion passed 3-0.

Able Paper and Janitorial Services Performance Plus

Order #13 Agenda #13

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

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Lake County Highway Department for Waste Disposal Services for the return of proposals by Wednesday, June 18, 2008. Motion passed 3-0.

Able Disposal/Meyer Waste Refuse and Recycling Service Waste Management of NWI

Allied Waste Service

Order #14 Agenda #14

In the Matter of L.C. Highway – Amendment to the Bid award to Finkbiner Equipment Company on November 21, 2007 for One (1) Asphalt Roller Model #DD24 in the amount of \$28,755.00 to upgrade to Model #DD29 at no additional cost.

DuPey made a motion, seconded by Allen, to approve Lake County Highway's Amendment to the Bid award to Finkbiner Equipment Company on November 21, 2007 for One (1) Asphalt Roller Model #DD24 in the amount of \$28,755.00 to upgrade to Model #DD29 at no additional cost. Motion passed 3-0.

Order #15 Agenda #15

In the Matter of L.C. Highway – Agreement with Ellas Construction Company, Inc. for the Replacement of Lake County Bridge No. 91, 109th Avenue over Niles Ditch in an amount not to exceed \$1,493,417.00.

Allen made a motion, seconded by DuPey, to approve the Agreement with Ellas Construction Company, Inc. for the Replacement of Lake County Bridge No. 91, 109th Avenue over Niles Ditch in an amount not to exceed \$1,493,417.00 on behalf of the Highway Department. Motion passed 3-0.

AGREEMENT

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

WITNESSETH:

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

**REPLACEMENT OF LAKE COUNTY BRIDGE NO. 91
109TH AVENUE OVER NILES DITCH**

According to the plans, standard specifications, profiles, and drawings therefore, and supplemental specifications on file in the Office of the Engineer, and any supplemental or special provisions set out or referred to in the Contractor's attached proposal and hereby agrees to pay the Contractor therefore, for the actual amount of work done and the materials in place, as measured by the Engineer, at the unit prices stated in the Contractor's proposal dated MARCH 19, 2008, which sums the Contractor agrees to accept in full payments for such work; and

IT IS FURTHER MUTUALLY AGREED:

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

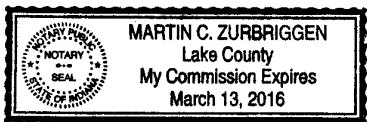
That the contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Engineer, in an amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed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

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

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this 25th day of April, 2008.

Name: ELLAS CONSTRUCTION CO., INC.

Address: 3810 E. 7th AVENUE, GARY, IN 46403



By: [Signature] JOHN N. ELIOPoulos, Engineer
Contractor (Signature), Title

Subscribed and sworn to before me this 25th day of April, 2008.

My Commission Expires: 3/13/2016 [Signature]
Notary (Signature)

LAKE MARTIN C. ZURBRIGGEN
County of Residence Printed Name

IN TESTIMONY WHEREOF, the Lake County Board of Commissioners does hereby accept the foregoing agreement and has herewith set their hands this 21st day of May, 2008.

Approved as to form and Legality

[Signature]
Clyde Jones, Lake County Attorney

[Signature]
Roosevelt Allen Jr., District 1

[Signature]
Gerry J. Scheub, District 2

[Signature]
Frances DuPey, District 3

Subscribed and sworn to before me this _____ day of _____, 2008.

My Commission Expires: _____
Notary (Signature)

County of Residence Printed Name

Order #16 Agenda #16

In the Matter of L.C. Highway – Agreement with Beam, Longest, and Neff, LLC for the Part-Time Construction Observation for the Replacement of Lake County Bridge No. 91, 109th Avenue over Niles Ditch in an amount not to exceed \$102,000.00.

Allen made a motion, seconded by DuPey, to approve the Agreement with Beam, Longest, and Neff, LLC for the Part-Time Construction Observation for the Replacement of Lake County Bridge No. 91, 109th Avenue over Niles Ditch in an amount not to exceed \$102,000.00 on behalf of the Lake County Highway Department. Motion passed 3-0.
(19 PAGE AGREEMENT ON FILE "SEE FILE")

Order #17 Agenda #17

In the Matter of L.C. Highway – Memorandum of Understanding between the Town of Cedar Lake and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department.

Allen made a motion, seconded by DuPey, to approve the Memorandum of Understanding between the Town of Cedar Lake and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department. Motion passed 3-0.

Order #18 Agenda #18

In the Matter of L.C. Highway – Permanent Easement for Bridge #227 to Marianne P. Marlowe in the amount of \$7,150.00.

DuPey made a motion, seconded by Allen, to approve the Lake County Highway's Permanent Easement for Bridge #227 to Marianne P. Marlowe in the amount of \$7,150.00. Motion passed 3-0.

Order #19 Agenda #19

In the Matter of L.C. Highway – Permanent Right-of-Way for Bridge #276 to LCS Enterprises in the amount of \$3,200.00, Kenneth D. Travis, et ux in the amount \$6,850.00, and Brian K. Powers, er ux in the amount of \$6,300.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Highway's Permanent Right-of-Way for Bridge #276 to LCS Enterprises in the amount of \$3,200.00, Kenneth D. Travis, et ux in the amount \$6,850.00, and Brian K. Powers, er ux in the amount of \$6,300.00 for the total amount of \$16,350.00. Motion passed 3-0.

Order #20 Agenda #20

In the Matter of L.C. Highway – Temporary Right-of-Way for 45th Avenue (Cleveland Avenue to Grant Street), Parcels #4 St. John Spiritual Church, Inc. in the amount of \$19,700, #10 Jeffrey A. Cleary in the amount of \$4,700.00, and #11 Jeffery Cleary, et al in the amount of \$1,350.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Highway's Temporary Right-of-Way for 45th Avenue (Cleveland Avenue to Grant Street), Parcels #4 St. John Spiritual Church, Inc. in the amount of \$19,700, #10 Jeffrey A. Cleary in the amount of \$4,700.00, and #11 Jeffery Cleary, et al in the amount of \$1,350.00 for the total amount of \$25,750.00. Motion passed 3-0.

Order #21 Agenda #21

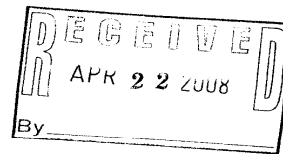
In the Matter of L.C. Highway – Permanent Right-of-Way for Bridge #95, Reeder Road over Cedar Creek for: Parcel #1 Daryl K. Kennedy \$6,000.00, Parcel #2 Peoples Bank Tr #10382 \$620.00, Parcel #3 Charles F. Roberts, Trustee \$4,850.00, Parcel #4 Danny L. Koetteritz \$7,900.00, Parcel #5 Ronald Austgen Trustee \$2,025.00, Parcel #6 Ralph Kalember Trustee \$5,200.00, and Parcel #7 Town of Cedar Lake \$2,350.00.

Allen made a motion, seconded by DuPey, to approve the Lake County Highway's Permanent Right-of-Way for Bridge #95, Reeder Road over Cedar Creek for: Parcel #1 Daryl K. Kennedy \$6,000.00, Parcel #2 Peoples Bank Tr #10382 \$620.00, Parcel #3 Charles F. Roberts, Trustee \$4,850.00, Parcel #4 Danny L. Koetteritz \$7,900.00, Parcel #5 Ronald Austgen Trustee \$2,025.00, Parcel #6 Ralph Kalember Trustee \$5,200.00, and Parcel #7 Town of Cedar Lake \$2,350.00 for the total amount of \$28,945.00. Motion passed 3-0.

Order #22 Agenda #22

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

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



COUNTY UTILITY AGREEMENT

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

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of
buried telephone facilities; re: job #6578194/6578241
located at 41st & Colfax, Calumet Township and NW 1/4 Section 25 T35N R9W.
is hereby granted permission to be located within the highway right-of-way in accordance
with the attached drawings or if no drawings are attached, the utility facility will be
placed adjacent to the present utility facilities and within two feet of the right-of-way line
as indicated on the plans for the proposed project. In consideration thereof the Permittee
hereby agrees to abide by and conform with the following terms and conditions:

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

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

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

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

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

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

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

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

[Signature]
Applicant of Authorized Representative

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

Date of Signature 4/18/08

[Signature]
Member

Recommended for Approval by:

[Signature]
Lake County Highway Department

[Signature]
Member

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

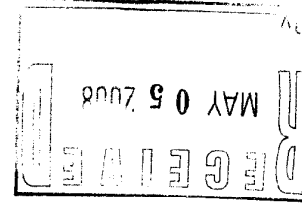
Member

ATTEST: [Signature]
Lake County Auditor

Order #22 Agenda #23

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Marshall/Chase and 133rd to 136th Avenue, Center Township and NW ¼ Section 29 T34N R8W.

Allen made a motion, seconded by DuPey, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Marshall/Chase and 133rd to 136th Avenue, Center Township and NW ¼ Section 29 T34N R8W. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

AT&T –Indiana
302 S. East St.
Crown Point, IN 46307

Engineer: Angelo LaMantia
Tele. No. 219-662-4418

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

located at **Marshall/Chase and 133rd to 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.

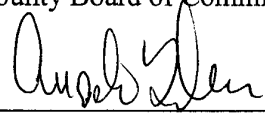
3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

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.

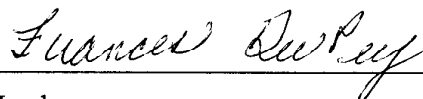
6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".

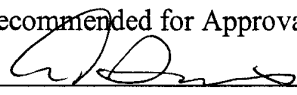
7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1, 000,000.00.



Applicant of Authorized Representative

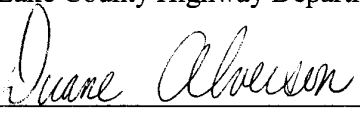
BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA


Date of Signature May 21, 2008

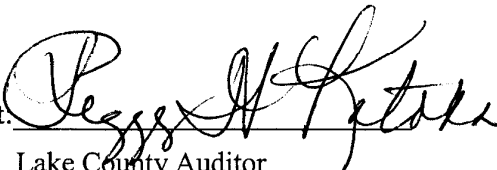

Member

Recommended for Approval by:

Lake County Highway Department


Member


Lake County Highway Department


Member

Attest: 
Lake County Auditor

Order #22 Agenda #24

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for 10995 Randolph and 109th and Miami Street, Winfield Township, Town of Winfield.

Allen made a motion, seconded by DuPey, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for 10995 Randolph and 109th and Miami Street, Winfield Township, Town of Winfield. 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

**AT&T Midwest
302 S. East St.
Crown Point, IN 46307****Engineer: Angelo LaMantia
Number: 219-662-4418**

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

buried telephone facilities; re: Project #6370555located at **10995 Randolph and 109th and Miami ST, Winfield Township, Town of Winfield.**

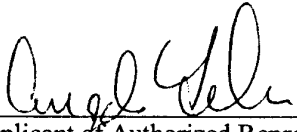
is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for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

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

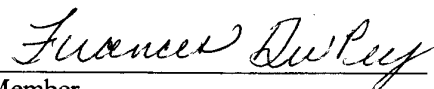
The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.

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

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

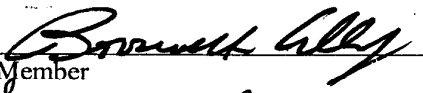

 Applicant of Authorized Representative
 Date of Signature 4/23/08

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA



 Member

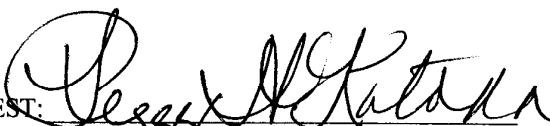
Recommended for Approval by:

 Lake County Highway Department


 Member

Lake County Highway Department


 Member

ATTEST: 
 Lake County Auditor

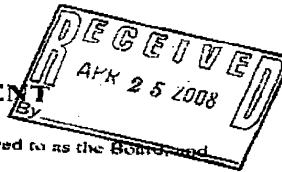
Order #22 Agenda #25

In the Matter of L.C. Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for West 151st Avenue & Keilman Street, West Creek Township, and NE ¼ Section 5 T33N R9W.

Allen made a motion, seconded by DuPey, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for West 151st Avenue & Keilman Street, West Creek Township, and NE ¼ Section 5 T33N R9W. Motion passed 3-0.

Order #22 Agenda #25 (cont'd)

COUNTY UTILITY AGREEMENT



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

AT&T - Indiana
302 S. East Street
Crown Point, Indiana 46307

Engineer: Debbie Finney
Number: 219-662-4405

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____ buried telephone facilities; re: job #5958608

located at W. 151st Avenue & Kailmaa Street, West Creek Township, and NE 1/4 Section 5 T33N R9W. is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.
The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.
3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

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

Debbie Finney
Applicant of Authorized Representative
Date of Signature 4/23/08

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA
Francis Dufay
Member

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

[Signature]
Member
[Signature]
Member

ATTEST: [Signature]
Lake County Auditor

Order #23 Agenda #29

In the Matter of L.C. Sheriff – Request for permission to purchase Three (3) 2008 Chevy Uplander Vans from Enterprise Leasing Company in the amount of \$14,500.00 + \$200.00 per van for transfer/title paperwork for an amount not to exceed \$44,100.00.

Allen made a motion, seconded by DuPey, to approve the Sheriff's Department for the purchase of Three (3) 2008 Chevy Uplander Vans from Enterprise Leasing Company in the amount of \$14,500.00 + \$200.00 per van for transfer/title paperwork for an amount not to exceed \$44,100.00. Motion passed 3-0.

Order #24 Agenda #30

In the Matter of L.C. Community Corrections – Amendment #1 to the Grant Agreement entered into on July 1, 2007 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections to provide the Department of Correction work release beds at the rate of \$25.00 per day in the amount of \$83,875.00, also \$78,000.00 for additional space which may require renovation.

Comes now before the Board, Sheriff Dominguez and Judge Stefaniak, to express views and concerns on this matter.

Allen made a motion, seconded by DuPey, to approve the Amendment #1 to the Grant Agreement entered into on July 1, 2007 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections to provide the Department of Correction work release beds at the rate of \$25.00 per day in the amount of \$83,875.00, also \$78,000.00 for additional space which may require renovation. Motion passed 3-0.

Rev 02/06

Amendment #1

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

This Amendment provides funding for the Lake County Board of Commissioner and the Auditor to provide work release beds. Grantee will be paid a rate of twenty-five dollars (\$25.00) per Man Day for performing the duties set forth in Exhibit C. This amendment is in the amount of \$83,875.00. This amendment will also provide funding for renovation costs to expand Work Release in this facility in the amount of \$78,000.00 set forth in Exhibit D. These amounts are over and above the \$2,063,056.00 in the basic agreement (see Exhibits A and B) for a total amount of remuneration not to exceed \$2,224,931.00

The following clauses in the contract are amended as follows:

Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are subject of this Contract except as permitted by IC 4-13-2-20.

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

Non-Collusion and Acceptance

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

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

Rev 02/06

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

Indiana Department of Correction:

J. David Donahue, Commissioner
Date: _____

Indiana Department of Administration:

Carrie Henderson, Commissioner
Date: _____

Indiana State Budget Agency:

Christopher Ruhl, Director
Date: _____

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

Stephen Carter, Attorney General
Date: _____

The Board of County Commissioners:

County Commissioner:
Frances DuPey
Print or Type

FRANCES DuPey
Signature
Date: 5-21-08

County Commissioner:

Roosevelt Allen
Print or Type

ROOSEVELT ALLEN
Signature
Date: 5-21-08

County Commissioner:

Gerry Scheub
Print or Type

Gerry Scheub
Signature
Date: 5-21-08

Auditor of County:

PEGGY H. KATONA
Print or Type

Peggy H. Katona
Signature
County: Lake
Date: 6-16-08

Exhibit C

IDOC Work Release Requirements

Duties of the Grantee:

Provide quality residential, operational and management services to adult male and adult female offenders preparing for re-entry into their home community. Specifically, the Grantee shall make available up to: ten (10) residential male offender beds immediately and thirty (30) residential male offender beds and five (5) residential female beds after facility renovations as IDOC determines the number eligible for placement at Lake County Community Corrections.

The overall goal of this project is to provide offenders an opportunity for re-entry/transition from incarceration to their home community in a cost efficient manner. The primary focus is to place offenders nearing release from incarceration away from a traditional correctional environment to work and reside in the community where they will be living upon release from the IDOC. A secondary goal is to establish links to community resources that the offender can explore and establish pro-social relationships while in a controlled setting. Safety and security of the community, staff, and offenders shall be of utmost importance.

The grantee further agrees to:

1. Provide all services in accordance with Indiana Code, Indiana Administrative Code, and IDOC policy and Procedure as identified in IDOC Work Release Requirements
2. Cultivate and maintain a positive relationship with the surrounding community via the Community Corrections Advisory Board.
3. Prepare and submit for approval and organization approved Policy and Procedures Manual that specifically describes its purpose, as well as linkages to programs and services offered. The policy manual shall be reviewed annually and updated when necessary.
4. Participate in regularly scheduled meetings between Community Correction Agency and the State Community Corrections Section to discuss problems or issues relevant to the operation of the program.
5. Maintain a current organizational chart that accurately reflects the structure of authority, responsibility, and accountability within the agency.
6. Adhere to all fiscal policies, circulars, and requirements of the IDOC. In addition, offender fees shall be deposited into a local account daily upon receipt, individual offender records may be maintained within a system that is accountable to all transactions and reporting requirements. Calculations of subsistence due shall be based on agency established fees.
7. Make available the necessary access to the agency's records, staff, and offenders to afford the IDOC the opportunity to conduct periodic program and security audits of the agency to include all functions and programs. As a result of any program or security audit, the grantee agrees to implement in a timely manner such recommendations for corrective action as prescribed in writing by the IDOC.
8. Comply with all governmental regulatory requirements related to employment and personnel practices and shall be staffed twenty four (24) hours per day, seven (7) days per week according to a staffing level approved in writing by the IDOC. The grantee shall have written personnel policies approved by the IDOC. In addition, the grantee shall maintain a current, accurate, and confidential personnel record on each employee, and shall have written policies and procedures requiring an annual performance evaluation of all employees. The evaluation shall be reviewed and discussed with the employee. All grantee employees shall be subjected to a thorough background investigation to include criminal and employment history. IDOC may periodically require updated criminal history checks. All employees of the agency shall be at least twenty one (21) years of age. The grantee shall advise all applicants during the initial pre-employment interview that if they have ever been convicted of a felony or of trafficking in narcotics, dangerous drugs, or controlled substances, they shall not be considered for employment in any position that involves supervising of offenders or having access to offender records. All personnel positions at the center shall be filled at all times. The grantee shall notify the IDOC via electronic mail of all vacancies and hires within (5) business days from the date the vacancy or hiring occurred. Grantee shall endeavor to fill any vacancy immediately, but shall fill any vacancy within a reasonable period of time not to exceed (60) calendar days. In the event that the grantee deems staffing level adjustments necessary, prior written approval shall be obtained from the IDOC prior to implementation.
9. Provide new employee orientation, on-the-job, and in-service training programs for all employees, volunteers, and subcontracted employees. IDOC shall be permitted to audit training classes at any time.
10. Comply with all applicable laws and regulations addressing trash and garbage disposal, and vermin and pest control. Any deficiencies noted by the IDOC or independent outside sources shall be promptly corrected.
11. Provide access to quality comprehensive health care, dental health care, and mental health care consistent with IDOC health care services directives, ACA and NCCHC standards and contemporary standards of professional practice. Grantee agrees to provide access to routine services including but not limited to nursing, triage, physician services, chronic disease management, preventive services such as TB screening and vaccination when clinically indicated, and pharmaceutical services including medication and medication monitoring. Grantee may collect co-pays fees, if providing these services, consistent with administrative rules for

IDOC offenders and associated health care services directives. Grantee may not charge additional fees for routine care including medications. Grantee agrees to abide by the third party's utilization management procedures for urgent and emergent care. Grantee may appeal denial of off-site services to the IDOC medical director. If the grantee disagrees with the utilization management decision, the grantee may proceed to provide off-site services and obtain retrospective review from the IDOC medical director. If the IDOC medical director determines that the off-site referral should have been approved, the IDOC will reimburse the grantee for any cost associated with the off-site service. Grantee agrees that it will not be reimbursed if the IDOC medical director determines that the care was routine and was the responsibility of the offender. All decisions of the IDOC medical director regarding off-site utilization review are final. The State will provide the grantee with the appropriate authorization request form upon contract execution. Grantee shall follow procedures consistent with the current Community Transition Program policies for supervision and medical procedures.

12. Provide access for the provision of food service to the offender population in accordance with American Correctional Association (ACA) standards.
13. Provide offender security and control at all times. In addition, a policy addressing random drug screens shall be in effect and the agency shall arrange for a minimum of 5% of the population to be tested each month. Results of drug testing shall be provided to the IDOC on a monthly basis. The grantee shall immediately, or as soon as reasonably possible after the incident, notify the IDOC of all incidents involving an escape, attempted escape, use of force, serious disturbance, offender death, or serious assault on staff, offender, or visitor.
14. Grantee shall have in place a policy and procedure regarding offender mail, visitation, telephone access, and transportation.
15. Provide for offender rights in accordance with the Indiana Code.
16. Utilize offender labor to maintain the centers' grounds and operations. However, the work assignments shall not be in place of outside employment.
17. Receive offenders in accordance with the guidelines established in IDOC Policies and Procedure 01-04-101, "Adult Offender Classification." All IDOC offenders placed will meet the minimum requirements as a Level I offender qualified for placement in a community re-entry environment. The agency shall abide by IDOC Policy and Procedure) 01-04-101, "Adult Offender Classification," in reviewing and recommending offenders for transfer. The grantee shall provide assistance with an employment verification in the community or an assessment of a potential home placement, to ensure classification to the community is appropriate.

18. Have the authority to recommend statutory and meritorious good time from offenders convicted of disciplinary reports in accordance with IDOC Policy and Procedure 02-04-101, "The Disciplinary Code for Adult Offenders."
19. Comply with the IDOC Policy and Procedure 01-07-101, "The Development and Delivery of Re-Entry Services" and shall provide for case management services. In addition, the grantee shall utilize Oracle, web-based software, for the purpose of utilizing the Offender Case Management System "OCMS."
20. Maintain offender records and reports utilizing forms prescribed by the IDOC. The offender records file shall remain current and accurate at all times. The grantee shall maintain strict standards of security and confidentiality of records and information systems in accordance with Indiana Code 5-14-3. Offender records shall include, but not be limited to, medical, psychiatric, dental, counseling, case management, and classification records. The records listed above shall be kept at the agency. All records and reports shall be made available to any authorized person appointed by the IDOC or any other State agency having specific authority to inspect such records and reports. The agency shall have to capability for electronic mail and facsimile. IDOC shall be provided copies of all critical incident reports generated at the agency. IDOC shall be provided access to all written offender grievances that are processed through the grievance mechanisms at the agency.
21. Ensure that the IDOC Community Corrections Section has reasonable access to all areas of the agency and property. The IDOC Community Corrections representatives and their agents shall have the authority to tour and inspect the agency and grounds at any time. All programs, training, committees and operations of the agency are subject to observation and monitoring by the IDOC.
22. Comply with all Performance Measures identified below
23. Make all beds available upon contract execution.

Changes in Work

The grantee shall not commence any additional work or change the scope of the work until authorized in writing by the State. Grantee shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

Progress Reports

The Grantee shall submit progress reports to the State. The report shall be written, unless the State should deem it necessary to have an oral report. The progress reports shall

serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

Security and Privacy of Health Information

The grantee agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Agreement, to maintain compliance throughout the life of this Agreement, to operate any systems used to fulfill the requirements of this Agreement in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the grantee covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the grantee in the course of its work under this Agreement. The grantee agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

Additional Services

If there are additional services, the parties agree to review the services required and negotiate a modification of this agreement to provide adequate compensation for the additional services prior to the grantee's performance of such additional services. The grantee shall provide reasonable notice, in writing, and documentation or information supporting the additional compensation required by the grantee to offset the cost of the additional services. All modifications to the Agreement must be approved by all appropriate signatories hereto.

Scope of Work and System Requirements

1. Statements of Minimum Requirements

In this Section appear separate minimum requirements involving the operation of a community re-entry/work release center. These requirements/standards are, for the most part are governed by Indiana Code, Indiana Administrative Code, and IDOC Policy and Procedure.

Transition shall be defined as that date when the first offender is placed at a contracted community re-entry center(s).

2. Administration

The grantee operating each adult community re-entry center shall be public or private legal entity or part of a legal entity.

In order to cultivate a positive relationship with the surrounding community, the community re-entry centers(s) shall develop and participate in a citizens' advisory committee for the purpose of cultivating offender resources and opportunities. The cultivation of a positive relationship with a community should include partnerships with local law enforcement agencies.

A single administrative officer shall manage the community re-entry center(s) and its' operations. The Vendor(s) shall provide the IDOC with the qualifications of the Administrator prior to the official placement of an offender at the community re-entry center(s).

The center(s) shall have an approved Policy and Procedures Manual, within thirty (3) days of transition, that specifically describes its' purpose, as well as linkages to programs and services offered. The policy manual shall be reviewed annually by the governing body or agency administrator and updated when necessary. The grantee shall submit its' Policy and Procedures Manual Table of Contents to the IDOC as part of their response to this solicitation for review and approval prior to transition. All revisions to the manual shall be submitted to the IDOC for review and approval to the implementation.

The grantee shall provide the IDOC with copies of all active litigation and related documents, i.e. lawsuits, responses, settlements, etc., that relate to the community re-entry center(s).

3. Licensure

The grantee shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to operate the center(s). All required permits and licenses shall be current, maintained on site and a copy submitted to the IDOC Contract Monitor prior to commencing operations.

Prior to final contract execution and implementation of services, the IDOC will verify that awarded sites have complied with applicable rules, regulations, zoning requirements and have met the minimum requirements outlined in this document.

4. Rules and Regulations:

Any/all community re-entry center(s) and services provided must meet all applicable local, state and federal ordinances, laws, rules and regulations governing their operation. Should local, state or federal requirements change during the course of the Contract, the updated regulations and requirements will take precedence.

5. Fiscal Management

The grantee shall have written policies that govern establishment and revisions in the annual budget, and shall have a fiscal system that accounts for all income and expenditures on an ongoing basis.

The grantee shall prepare or cause to be prepared and distribute to its' governing authority and appropriate agencies including the IDOC, at a minimum, the following documents: annual budget income and expenditure statements and an annual financial audit report.

The annual budget shall be submitted to the IDOC prior to the commencement of the State's fiscal year. The year-end expenditure statement of the community re-entry center(s) shall be submitted to the Department within sixty (60) calendar days of close of each fiscal year. Annual audit reports of the year-end expenditures statement and all offender cash accounts of the center(s) shall be submitted to the IDOC within ninety (90) calendar days following the close of each fiscal year. There shall be an annual financial audit of the grantee by an IDOC and State Board of Accounts. This audit shall be in accordance with generally accepting accounting principals that shall include, at a minimum, review of receipts, expenditures and internal controls. The annual financial audit of the grantee shall be submitted within one hundred twenty (120) calendar days following the close of each fiscal year. All costs associated with the audit(s) shall be borne by the Vendor, for agencies audited by the Indiana State Board of Accounts (ISBA), the State will accept ISBA program audits which will be sent to IDOC sixty (60) days after receipt by the audited agency.

The grantee shall have written fiscal policies and procedures adopted by the governing authority which shall explain, at a minimum, the system of internal controls including appropriate separation of duties; bonding requirements for appropriate staff; procedures for maintenance of offender funds and the operation of any other cash accounts maintained for the community re-entry center(s).

Resources: IC 4-24-6

6. Minimum Offender Assignment Guarantee

The IDOC will guarantee a minimum number of offenders housed at a community re-entry center(s), and will reimburse for 90% of the contracted minimum number of offenders following a 30 day ramp-up period and preceding a 30 day ramp-down period upon contract termination. IDOC will make reasonable effort to ensure all contracted available beds are utilized.

One hundred percent (100%) of available community re-entry bed space contracted by the IDOC shall be solely dedicated and reserved for IDOC offenders.

7. Program and Security Audits

The grantee shall make available the necessary access to center(s), records, staff and offenders to enable the IDOC the opportunity to conduct periodic program and security audits of the center(s) to include all functions and programs. As a result of any program or security audit, the grantee shall agree to implement in a timely manner such recommendations for corrective action as prescribed in writing by the IDOC consistent with the terms of this Contract, the grantee shall submit documentation of such costs. The grantee shall be required to implement the recommendation when both parties agree to an adjustment to compensation.

8. Annual Personnel and Compensation Report

The grantee shall provide an annual report to the IDOC on or before September 1st of each year regarding the pay scale and job classification structure for all employees of the center(s). This report shall be provided to the IDOC by the grantee in an electronic format. The report shall include:

- a. A listing of all job classifications used at the center(s) including job title, job description, minimum qualifications and the entry and maximum rate of pay of each;
- b. A listing of all current employees on the payroll at June 30th by age, job classification, rate of pay, indication of full- or part-time, the length of service in whole months, each employee has been employed at the center(s) and the number of hours required for each in a standard pay period (i.e., eight (8) hours per day, forty (40) hours per week);
- c. A listing of all contract positions on June 30th by name, position title, rate of pay, indication of full- or part-time and the number of hours worked per day, week month or annually; and,
- d. A listing of all current vacancies on June 30th by job classification.

9. Personnel

The grantee shall comply with all governmental regulatory requirements related to employment and personnel practices.

The community re-entry center(s) shall be staffed twenty-four (24) hours per day, seven (7) days per week according to a staffing level approved in writing by the IDOC and incorporated in this Contract by reference or Contract Addendum.

The grantee shall have written personnel policies approved by the governing authority.

The grantee shall maintain current written job descriptions and job qualifications for all positions at the center(s) including: job title, responsibilities of the positions, required minimum experience and education.

The grantee shall maintain a current, accurate and confidential personnel record in each employee. The grantee shall have written policies and procedures requiring an annual performance evaluation of all employees. This evaluation shall be reviewed and discussed with the employee.

All employees of the community re-entry center(s) shall be subject to a thorough background investigation to include criminal and employment history. The method by which criminal history is determined shall require the approval of the IDOC. The IDOC may periodically require updated criminal history checks. All employees of the center(s) shall be at least twenty-one (21) years of age. The grantee shall advise the applicants during the initial pre-employment interview that if they have been convicted of a felon by or of trafficking in narcotics, dangerous drugs or controlled substances, they shall be obtained from the IDOC prior to implementation.

10. Training

The grantee shall provide new employee orientation, on-the-job, and in-service training programs for all employees, volunteers and subcontracted employees.

The grantee shall provide all training curriculums, lesson plans, and related materials to the IDOC for approval prior to use. The IDOC shall have a minimum of thirty (30) days to review the training materials.

The IDOC shall be permitted to audit training classes at any time.

11. Accommodations, Sanitation, Hygiene and Personal Property

The center(s) shall comply with all applicable laws and regulations addressing trash and garbage disposal, and vermin and pest control. Any deficiencies noted by the IDOC or independent outside sources shall be promptly corrected.

12. Availability of Health and Mental Health Services

IC 11-10-3 contains statutory responsibilities of the Department with respect to the provision of medical services to offenders. Specifically, IC 11-10-3-2(c) indicates that, "A confined person is called to:

- (1) medical care, medical personnel, and medical facilities of a quality complying with applicable state licensing requirements.
- (2) first aid or emergency medical treatment on a twenty-four (24) hour basis; and
- (3) mental health care by a psychiatrist, a psychologist, or another mental health professional.

The respondent shall provide a detailed description of service provision to ensure compliance with Indiana Code 11-10-3-2. The proposed method for service provision shall include: routine, urgent, and emergent care; identification of providers of services;

qualification of providers a facilities if applicable; acquisition of prescription medications, and offender access to services.

Additional Resources: 210IAC 7-1-9, 210 IAC 7-1-10, 210 IAC 7-2-1, 210 IAC 7-2-2, 210 IAC 7-2-3, 210 IAC 7-2-4, IAC 7-2-5, IAC 7-2-6, and IAC 7-2-7.

13. Food Service

The grantee shall provide access to food services to the offender population housed at their center/facility. The community re-entry center(s) shall comply with all sanitation and health codes enacted by State and local authorities.

14. Security and Control

The grantee shall provide offender security and control at all times.

A drug surveillance program shall be in effect and the center(s) shall arrange for a minimum of 5% of the population to be tested each month. Results of drug testing shall be provided to the IDOC on a monthly basis. The cost of required drug testing shall be the responsibility of the offender.

The grantee shall have written procedures for the detection and reporting of escapes, which includes the notification of neighbors within the surrounding community.

The grantee shall immediately, or as soon as reasonably possible after the incident, notify the IDOC of all incidents involving an escape, attempted escape, use of force, serious disturbance, offender death or serious assault on staff, offender or visitor. The community re-entry center(s) shall aggressively seek prosecution of offender, staff and visitor criminal conduct through coordination and cooperation with local law enforcement agencies and prosecutors.

All transportation, *excluding transportation from IDOC to the community re-entry center(s) and from the community re-entry center(s) for disciplinary reasons*, shall be the responsibility of the offender, with transportation costs borne by the offender.

15. Mail, Visitation, and Telephones

The community re-entry center(s) shall make provisions for offender correspondence in regard to sending and receiving mail; visitation rules and regulations; and telephone use rules and regulations.

16. Offender Rights

The center(s) shall provide for offender rights in accordance with Indiana Code.

17. Offender Work Assignments

Offender labor may be utilized to maintain the community re-entry center(s), grounds and operations. However, the work assignments will not be in place of outside employment.

18. Offender Classification

The community re-entry center(s) shall receive offenders in accordance with the guidelines established in IDOC Policies and Procedures: 01-04-101, "Adult Offender Classifications". All IDOC offenders placed will meet the minimum requirements as a Level I offender qualified for placement in a community re-entry environment.

The center(s) shall abide by IDOC Policy and Procedure 01-04-101, "Adult Offender Classification" in reviewing and recommending offenders for transfer.

During the offender classification process prior to an offender being classified to a contracted community re-entry center, from time to time, it may be necessary for IDOC to request assistance with an employment verification in the community or an assessment of a potential home placement, to ensure classification to the community is appropriate.

19. Good Time Loss, Accrual and Restoration

The community re-entry center(s) shall have the authority to recommend statutory and meritorious good time from offenders convicted of disciplinary reports in accordance with IDOC Policy and Procedure 02-04-101, "The Disciplinary Code for Adult Offenders". See Attachment F for IDOC policy.

20. The community re-entry center(s) shall comply with IDOC Policy and Procedure 01-07-101, "The Development and Delivery of Re Entry Services" and shall provide for case management services. The Contractor(s) shall have access to Oracle, web-based software, for the purpose of utilizing the Offender Case Management System "OCMS".

21. Records and Information Technology

The community re-entry centers(s) shall be required to maintain offender records and reports utilizing forms prescribe by the IDOC. The offender records file shall remain current and accurate at all times.

The community re-entry center(s) shall maintain strict standards of security and confidentiality of records and information systems in accordance with Indiana Code 5-14-3.

Offender records shall include, but not be limited to, medical, psychiatric, dental, counseling, case management, and classification records. The records listed above shall be kept at community re-entry center, only if these services are performed or provided at the community re-entry center.

All records and reports shall be made available to any authorized person appointed by the IDOC or any other State agency having specific authority to inspect such records and reports.

The center(s) shall have the capability for electronic mail and facsimile. The grantee is strongly encouraged to have electronic mail capability readily accessible for program staff.

The IDOC shall be provided copies of all critical incident reports or comparable reports generated at the community re-entry center(s).

The IDOC shall be provided notification of all legal actions or court rulings that the grantee is a party to or becomes aware of that involve issues concerning its ability to maintain custody of offenders.

22. State Monitoring of Community Re-Entry Centers(s)

The grantee shall ensure that the Contract Monitor has reasonable access to all the areas of the community re-entry center(s) and property.

The Contract Monitor or other IDOC employees and their agents shall have the authority to tour and inspect the community re-entry center(s) and grounds at any time. All programs, training, committees and operations of the community re-entry center(s) are subject to observation and monitoring by the Contract Monitor.

23. Transfer of offenders from Community Re-Entry Center(s) on Termination or Expiration.

A minimum of one hundred twenty (120) calendar days shall be allowed for transfer of offenders from community re-entry center(s) upon termination of the Contract by the IDOC, or upon expiration of the Contract.

24.

Order #25 ADD Agenda #27A

In the Matter of L.C. Sheriff – New Bid Return Date and Time to be set for Comprehensive Healthcare Services for the Lake County Jail for the period of July 1, 2008 through December 31, 2008.

DuPey made a motion, seconded by Allen, to come back at the September Meeting with the revised RFP for Comprehensive Healthcare Services for the Lake County Jail meanwhile extending the contracts for Edgewater and Med-Staff. Motion passed 3-0.

Order #26 Agenda #28

In the Matter of BIDS: Food, Bread, and Dairy Products for the period of July 1, 2008 through December 31, 2008.

This being the day, time and place for the receiving of bids for Food, Bread, and Dairy Products for the period of July 1, 2008 to December 31, 2008 for L.C. Jail, the following bids were received:

Gordon Food Service	\$645,063.70
CSV Sales, Inc.	\$403,318.88
US Food Service	\$555,969.52
Sysco Foods Chicago	\$441,406.00

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

Order #27 ADD Agenda #29B

In the Matter of L.C. Sheriff – Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Internal Investigation – Lake County Sheriff's Department Contract with Southlake Community Mental Health Center – Phase II in an amount not to exceed \$40,000.00.

Allen made a motion, seconded by DuPey, to approve the Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for Internal Investigation – Lake County Sheriff's Department Contract with Southlake Community Mental Health Center – Phase II in an amount not to exceed \$40,000.00. Motion passed 3-0.



70 West Madison Street, Suite 700
Chicago, Illinois 60602-4903
Tel 312.899.7000
Fax 312/899.5300
www.crowechizek.com

April 7, 2008

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

Re: Internal Investigation – Lake County Sheriff's Department Contract with Southlake Community Mental Health Center – Phase II

Dear Mr. Kopack:

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

SERVICES

We understand that our consulting services, an extension of the services performed under the terms of our engagement letter dated August 23, 2007 ("Phase II"), are confined to an analysis of certain business and financial records located at the Lake County Jail related to services provided by SouthLake Community Mental Health Center ("SouthLake") to the Lake County Jail and Sheriff's Department. We will interview selected members of Southlake's medical staff and the Sheriff's Office. We are also prepared to interview other persons familiar with the services described in the Sheriff's contract for services with SouthLake. We will analyze the documents obtained from the Warden's office and delivered to Crowe on February 20, 2008, and if available, we will review correspondence between the Sheriff's Office and SouthLake. We will perform additional procedures and interviews as deemed necessary. The time periods included in the scope of our investigation are the years 2002 through 2006.

Following our review of the documents that are made available to us by you we will advise you, as soon as possible, if additional documents are necessary in order to complete our analysis. If and until you so request, our services will be those of a consultant and not a testifying expert should any litigation arise related to the contractual agreement between the Sheriff's Department and SouthLake.

John M. Kopack, Esquire
April 7, 2008
Page 2 of 5

PRIVILEGE APPLICABLE

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

CONFLICTS OF INTEREST

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

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

WORKPAPERS AND WORK PRODUCT

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

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

PROFESSIONAL STAFF

Our work in connection with this matter will be directed by Melinda Haag, an executive in Crowe's Performance practice, and Emlyn Neuman-Javornik, a senior manager in Crowe's

John M. Kopack, Esquire
April 7, 2008
Page 3 of 5

Forensic Services practice. They will be assisted by additional professional staff and industry experts, as required. Quality Assurance Executives will review any reports issued during the engagement.

FEES

We anticipate, based upon our conversations with you and the data and information available to us, that our analysis will be completed in a two to three week time period after the information has been made available to us. The fees we anticipate for the services described above are based on the amount of time expended by our personnel at hourly rates for this type of work plus reasonable expenses as incurred. Travel time between the hours of 8:00 a.m. and 6:00 p.m. will be billed at standard rates. We anticipate that our fees and expenses for Phase II will total \$40,000.00. At least weekly, we will advise you of our progress and our interim findings.

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

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

LIMITATION OF LIABILITY

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

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

John M. Kopack, Esquire
April 7, 2008
Page 4 of 5

RESPONSE TO LEGAL PROCESS

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

CHOICE OF LAWS AND FORUM AND JURY WAIVER

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

AFFILIATION WITH HORWATH INTERNATIONAL

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

* * * * *

John M. Kopack, Esquire
April 7, 2008
Page 5 of 5

The above specifies the services we will perform and the terms of our engagement. If at any time you have concerns regarding our services, please communicate with Marilee Hopkins, executive in charge of Crowe's Forensic Services practice, at 312-899-7010.

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

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

Very truly yours,

Crowe Chizek and Company LLC

Mari C. Reidy mkh
Mari C. Reidy
Executive

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis DuPoy
Samuel
Henry Schenk
APPROVED THIS 21st DAY OF MAY 20 08

APPROVED AND ACCEPTED:

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

Date: _____

Accepted by: *[Signature]*
Rogelio Dominguez
Lake County Sheriff

Date: 5/21/08

Order #28 Agenda #8

In the Matter of BIDS: Concrete Floor Repairs in the Truck Garage, Crown Point Yard.

This being the day, time and place for the receiving of bids for Concrete Floor Repairs in the Truck Garage, Crown Point Yard for L.C. Highway, the following bids were received:

Gough, Inc.	\$7.56/sqft
Burt, Inc.	\$9.50/sqft
Walker Construction Co., Inc.	\$5.75/sqft

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

Order #29 Agenda #10

In the Matter of PROPOSALS: Tree Removal and Clean Up.

This being the day, time and place for the receiving of proposals for Tree Removal and Clean Up for L.C. Highway, the following bids were received:

Dave's Tree Service, Inc.	\$24,150.00
Economy Tree Service	\$29,500.00

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

Order #30 ADD Agenda #10B

In the Matter of 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.

This being the day, time and place for the receiving of proposals for Selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of Lake county Bridge #77, 205th Avenue over Bruce Ditch for L.C. Highway, the following were received:

DLZ	RQAW	BUTLER, FAIRMAN, & SEUFERT	MS CONSULTANTS, INC.
UNITED CONSULTING			

DuPey made a motion, seconded by Allen, to approve the list of companies that submitted proposals and to take under advisement and refer to the L.C. Highway for tabulation and recommendation. Motion passed 3-0.

Order #31 ADD Agenda #10A

In the Matter of PROPOSALS: Selection of a Consultant for Right-of-Way Acquisition Services for the Reconstruction of 45th Avenue.

This being the day, time and place for the receiving of proposals for Selection of a Consultant for Right-of-Way Acquisition Services for the Reconstruction of 45th Avenue, for L.C. Highway, the following were received:

O.R. COLAN ASSOCIATES	AMERICAN STRUCTUREPOINT, INC.	BLN – BEAM, LONGEST, & NEFF, LLC
-----------------------	-------------------------------	----------------------------------

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

Order #32 Agenda #33

In the Matter of L.C. Clerk: Specifications: Proposals for Mobile and Permanent Shelving in the File Room Area of the Lake County Clerk's Office at the Gary Courthouse.

Allen made a motion, seconded by DuPey, to ratify the Specifications for the return of proposals for Mobile and Permanent Shelving in the File Room Area of the Lake County Clerk's Office at the Gary Courthouse. Motion passed 3-0.

Order #33 Agenda #34

In the Matter of L.C. Clerk: Proposals: Mobile and Permanent Shelving in the File Room Area of the Lake County Clerk's Office at the Gary Courthouse.

This being the day, time and place for the receiving of proposals for Mobile and Permanent Shelving in the File Room Area of the Lake County Clerk's Office at the Gary Courthouse for the L.C. Clerk's Office, the following proposals were received:

Lafayette Materials Management Co. (2)	\$58,445.00
Option 2	\$53,578.00

DuPey made a motion, seconded by Allen, to accept the recommendation of the Lake County Clerk's Office to award to Lafayette Materials Management Co., being the low bidder under Option 2 in the amount of \$53,578.00 for Mobile and Permanent Shelving in the File Room Area of the Lake County Clerk's Office at the Gary Courthouse. Motion passed 3-0.

Order #34 Agenda #31

In the Matter of L.C. Public Defender – Consulting Contract between Derrick Julkes and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the period of May 21, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Derrick Julkes and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the period of May 21, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

(SEE FILE "ATTORNEY CONTRACTS")

Order #34 Agenda #32

In the Matter of L.C. Public Defender – Consulting Contract between Matthew D. Latulip and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the period of May 21, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Matthew D. Latulip and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the period of May 21, 2008 to December 31, 2008 in an amount not to exceed \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

(SEE FILE "ATTORNEY CONTRACTS")

Order #35 Agenda #35*

In the Matter of L.C. Recorder – Agreement entered into on March 13, 2008 between Karen Freeman Wilson and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder to be rescinded.

DuPey made a motion, seconded by Allen, to have this Agreement entered into on March 13, 2008 between Karen Freeman Wilson and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder rescinded. Motion passed 3-0.

*Item is apart of Deletions to the agenda, due to the fact that Karen Freeman Wilson is no longer apart of a lawsuit against the County. Per Attorney Dull, once Lake County Council Ordinance No. 1285B-3, in regard to employees and officers involved in litigation against the County, was passed Karen Freeman Wilson immediately dropped the case.

Order #37 Agenda #36

In the Matter of L.C. Auditor – Consulting Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for review of exemptions, deductions and abatements for real property parcels, review of the tax increment allocation area base neutralization calculations, and review of final information and assistance with the preparation of the certification of net assessed valuation submitted to the DLGF in an amount not to exceed \$30,000.00.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for review of exemptions, deductions and abatements for real property parcels, review of the tax increment allocation area base neutralization calculations, and review of final information and assistance with the preparation of the certification of net assessed valuation submitted to the DLGF in an amount not to exceed \$30,000.00. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 21st day of May, 2008 by and between Crowe Chizek and Company, LLC, a limited liability company, having a place of business at 10 W. Market St., Suite 2000, Indianapolis, IN 46204, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the Lake County Auditor (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall perform the following project activities as outlined and described below:
 - A. Project Activities:
 - Review of Exemptions, Deductions and Abatements for Real Property Parcels. This area would concentrate on the calculations for Abatement and Investment Deductions, but would include other areas that came to our attention as well.
 - Review of the Tax Increment Allocation Area Base Neutralization calculations submitted by each community or their financial advisor.
 - Review of final information and assistance with the preparation of the Certification of Net Assessed Valuation submitted to the DLGF.
 - B. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - III. Quantify this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum of thirty thousand seven hundred and fifty dollars (\$30,000.00) payable monthly for all services performed according to the project scope described herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Fees and Payment.**
 - A. County shall timely pay Consultant the fees for services and tasks performed by Consultant in accordance with the rates, fixed amounts and schedules set forth in each Request for Services. Failure of County to pay Consultant on time in accordance with the schedule set forth in the applicable Request for Services may result in the termination of the Request for Services or this Agreement in its entirety.

- B. Consultant shall periodically submit to County invoices for the services performed and for actual reimbursable expenses incurred by County under each Request for Services. Each invoice shall include a description of the services performed and any reimbursable expenses incurred by the Consultant.
- C. Payment in full is due within 30 days of receipt of invoice. If payment is not received from County within this time period such nonpayment shall be deemed a material breach of this Agreement; which shall entitle Consultant to immediately discontinue all services and terminate and obligations Consultant has under this Agreement, or this agreement in its entirety.
6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this consulting contract.
7. **Limited Warranties.**
- A. County warrants and represents that it is free lawfully to make this Agreement.
- B. Consultant warrants and represents that it is free lawfully to make this Agreement, and that it will perform the services under this Agreement in a workmanlike manner that conforms with reasonable standards in the industry. EXCEPT AS PROVIDED IN THIS SECTION 7, Consultant MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND Consultant SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED BY Consultant TO COUNTY UNDER THIS AGREEMENT IS PROVIDED "AS IS". Consultant MAKES NO WARRANTY UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY SOFTWARE OR HARDWARE. MANUFACTURERS OR DISTRIBUTORS OF THIRD PARTY SOFTWARE AND HARDWARE MAY PROVIDE WARRANTIES OF THEIR PRODUCTS THAT WILL EXTEND TO COUNTY BUT IT IS COUNTY'S RESPONSIBILITY TO ACQUIRE AND IMPLEMENT SUCH WARRANTIES.
8. **Limitation Of Liability.**
- A. EXCEPT FOR Consultant's OBLIGATIONS IN SECTION 20, Consultant's LIABILITY TO COUNTY HEREUNDER FOR DAMAGES, REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, SHALL NOT EXCEED ALL AMOUNTS ACTUALLY PAID TO Consultant UNDER THE APPLICABLE REQUEST FOR SERVICES FOR THE SERVICES ON WHICH SUCH LIABILITY IS BASED, AND SUCH CLAIM FOR A RETURN OF AMOUNTS PAID SHALL BE COUNTY'S EXCLUSIVE REMEDY FOR ANY DAMAGES. FURTHER, Consultant SHALL NOT BE LIABLE TO COUNTY FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF Consultant KNEW ABOUT THE POSSIBILITY OF SUCH DAMAGES. Consultant IS EXPRESSLY NOT LIABLE FOR THE FAILURE OF ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED UNDER THIS AGREEMENT TO FULFILL ANY OF COUNTY'S REQUIREMENTS. Consultant IS EXPRESSLY NOT LIABLE FOR COUNTY'S DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO COUNTY'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING OR UNAVAILABLE THIRD PARTY SOFTWARE OR HARDWARE.
-
- B. EXCEPT FOR COUNTY'S OBLIGATIONS IN SECTION 20, COUNTY'S LIABILITY TO Consultant HEREUNDER FOR DAMAGES REGARDLESS OF THE LEGAL THEORY OF THE CLAIM SHALL NOT EXCEED THE TOTAL AMOUNT COUNTY HAS PAID AND IS OBLIGATED TO PAY TO Consultant UNDER THIS AGREEMENT. FURTHER, COUNTY SHALL NOT BE LIABLE TO Consultant FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER EVEN IF COUNTY KNEW ABOUT THE POSSIBILITY OF SUCH DAMAGES.
9. **Indemnity.**
- A. Consultant shall defend, indemnify and hold harmless County from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of Consultant and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by Consultant.
- B. County shall defend, indemnify, and hold harmless Consultant from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of County and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by County.
10. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
11. **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.
12. **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.
13. **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.
14. **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.
15. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
16. **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.
-

17. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

18. **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 or, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion, and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this engagement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to subject 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 the agreement.

19. **Miscellaneous Provisions.**

- A. This agreement and any documents attached hereto and incorporated by reference herein, represent 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.

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

21. **Governing Law.** This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the State of Indiana.

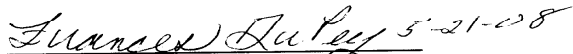
22. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

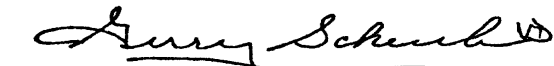
BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

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 Date


FRANCES DUPEY Date


GERRY J. SCHEUB Date

CONSULTANT


3/31/2008
Date

ATTEST:


LAKE COUNTY AUDITOR Date

Order #37 Agenda #37

In the Matter of L.C. Fairgrounds – Seek proposals for Design and Engineering Services for the Francher Lake Improvement Project.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the Fairgrounds for Design and Engineering Services for the Francher Lake Improvement Project with the return of proposals by Wednesday, June 18, 2008 in the Lake County Auditor’s Office. Motion passed 3-0.

THE ARSH GROUP DVG Inc. IN ARCHITECT & PLANNERS, Inc.

Order #38 Agenda #38

In the Matter of L.C. Fairgrounds – Permission to apply for the “2008 Waste Tire Management Grant” through Lake County Solid Waste Management District.

DuPey made a motion, seconded by Allen, to approve the Lake County Fairgrounds to apply for the “2008 Waste Tire Management Grant” through Lake County Solid Waste Management District. Motion passed 3-0.

Order #39 Agenda #39

In the Matter of L.C. Emergency Management Agency – Request for permission to donate the Emergency Management Agency Ford Bronco to the Lake County Fire Chief’s Association/HZAMAT/Special Operations.

DuPey made a motion, seconded by Allen, to grant permission to donate the Emergency Management Agency Ford Bronco (1996) to the Lake County Fire Chief’s Association/HZAMAT/Special Operations. Motion passed 3-0.

Order #40 Agenda #40

In the Matter of Eagle Creek Township Assessor – Public Hearing in a proposed Lease between James L. Morrow and the Board of Commissioners of the County of Lake on behalf the Eagle Creek Township Assessor for the period of January 1, 2007 to December 31, 2010 in the amount of \$1,200.00 annually payable on or before December 31st each year.

Commissioner Scheub opened the public hearing. He asked if anyone from the public wanted to speak for or against this proposal. No one spoke. The hearing was then closed. DuPey made a motion, seconded by Allen, to extend the Lease from now until the end of 2008. Motion passed 3-0.

Order #41 Agenda #41

In the Matter of L.C. Plan Commission – Performance Bond in the amount of \$20,926.00 for Alters Acres, 121st and Clark Street, Center Township.

DuPey made a motion, seconded by Allen, to accept the Plan Commission’s Performance Bond in the amount of \$20,926.00 for Alters Acres, 121st and Clark Street, Center Township. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE May 2, 2008
SUBDIVISION: Alters Acres
BONDING COMPANY: Centier Bank
PETITIONER: Robert J. Alters

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

TOTAL: \$20,926.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21st DAY OF May, 2008

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

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #41 Agenda #42

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check No. 532611507 in the amount of \$4,278.00 for Bragg’s Estates.

DuPey made a motion, seconded by Allen, to accept the Plan Commission’s Performance Bond in the form of an Official Check No. 532611507 in the amount of \$4,278.00 for Bragg’s Estates. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

DATE 09 April 2008
SUBDIVISION: Bragg’s Estates
BONDING COMPANY: Harris Bank
PETITIONER: Daniel Smith

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

TOTAL: \$4,278.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21st DAY OF May, 2008

Order #41 Agenda #42(cont'd)

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

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #41 Agenda #43

In the Matter of L.C. Plan Commission – Performance Bond in the amount of \$15,000.00 for Johnson Meadows, 153rd and Iowa Street, Eagle Creek Township.

DuPey made a motion, seconded by Allen, to accept the Plan Commission's Performance Bond in the amount of \$15,000.00 for Johnson Meadows, 153rd and Iowa Street, Eagle Creek Township. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: May 2, 2008
SUBDIVISION: Johnson Meadows
BONDING COMPANY: Auto Owners Insurance
PETITIONER: Clint Johnson

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

TOTAL: \$15,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21st DAY OF May, 2008

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

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #41 Agenda #46

In the Matter of L.C. Plan Commission – Performance Bond in the form of a letter of credit #70467604 in the amount of \$18,433.00 for Plan B Subdivision.

DuPey made a motion, seconded by Allen, to accept the Plan Commission's Performance Bond in the form of a letter of credit #70467604 in the amount of \$18,433.00 for Plan B Subdivision. Motion passed 3-0.
LAKE COUNTY PLAN COMMISSION

DATE: April 28, 2008
SUBDIVISION: Plan B
BONDING COMPANY: Western Surety Company
PETITIONER: Richard Baulos

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

TOTAL: \$18,433.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21st DAY OF May, 2008

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

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

PEGGY KATONA, AUDITOR

Order #42 Agenda #44

In the Matter of L.C. Plan Commission – Release and Resolution for the Maintenance Bond for I-65 and Route 2 Commercial Park in the form of an Irrevocable Letter of Credit No. 9908807-09 from Delaware Place Bank in the amount of \$96,515.00.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Release and Resolution for the Maintenance Bond for I-65 and Route 2 Commercial Park in the form of an Irrevocable Letter of Credit No. 9908807-09 from Delaware Place Bank in the amount of \$96,515.00. Motion passed 3-0.

RELEASE

WHEREAS, GEORGE NOVOGRODER, remitter has on the 5th day of March 2007 filed a Maintenance Bond in the form of an Irrevocable Letter of Credit No. 9908807-09 from Delaware Place Bank in the amount of **Ninety Six Thousand, Five Hundred Fifteen and 00/100 Dollars (\$96,515.00)** for required improvements in **I-65 and Route 2 Commercial Park.**

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond in the form of an Irrevocable Letter of Credit No. 9908807-09 from Delaware Place Bank in the amount of **Ninety Six Thousand, Five Hundred Fifteen and 00/100 Dollars (\$96,515.00)** effective this date.

Order #42 Agenda #44(cont'd)

Dated 21st DAY OF May, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

Order #43 Agenda #47

In the Matter of L.C. Plan Commission – Letter from the Lake County Plan Commission concerning a site lease with Cricket Communications for the placement of a wireless communications facility using the old Lake County Water Tower.

DuPey made a motion, seconded by Allen, to approve the Letter from the Lake County Plan Commission concerning a site lease with Cricket Communications for the placement of a wireless communications facility using the old Lake County Water Tower. Motion passed 3-0.

(SEE FILE FOR SITE LEASE W/ATTACHMENTS)

Order #44 Agenda #49A

In the Matter of E-9-1-1 – Cedar Creek Trustee E-9-1-1 Request in the amount of \$2,350.00.

Allen made a motion, seconded by DuPey, to approve Cedar Creek Trustee's E-9-1-1 request in the amount of \$2,350.00 for the repair of siren. Motion passed 3-0.

Order #45 Agenda #49B

In the Matter of E-9-1-1 – East Chicago Emergency Management Agency E-9-1-1 Request in the amount of \$13,994.40.

Allen made a motion, seconded by DuPey, to approve the East Chicago Emergency Management Agency's E-9-1-1 request in the amount of \$13,994.40. Motion passed 3-0.

Order #46 Agenda #49C

In the Matter of E-9-1-1 – Lowell Volunteer Fire Department E-9-1-1 Request.

DuPey made a motion, seconded by Allen, to approve the Lowell Volunteer Fire Department's E-9-1-1 request in the amount of \$25,740.60. Motion passed 3-0.

Order #47 ADD Agenda #63A

In the Matter of Memorandum from the Lake County Human Resources Consultant Dated May 20, 2008 Concerning the County Human Resources Department.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Memorandum from the Lake County Human Resources Consultant Dated May 20, 2008 Concerning the County Human Resources Department. Motion passed 3-0.

Order #48 Agenda #50

In the Matter of Proposals: Painting of the East Chicago Courthouse.

This being the day, time, and place for the receiving of proposals for the Painting of the East Chicago Courthouse, the following bids were received:

P&S CONSTRUCTION \$34,852.00

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

Order #49 Agenda #51

In the Matter of Proposals: Entrance Door in the Lake County Cafeteria.

This being the day, time, and place for the receiving of proposals for an Entrance Door in the Lake County Cafeteria, the following bids were received:

WILLIAMS ARCHITECTURAL GLASS & GLAZING, INC. \$7,500.00

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

Order #50 Agenda #52

In the Matter of Agreement for AT&T ILEC Services between AT&T Indiana and the Board of Commissioners of the County of Lake in an amount not to exceed \$12,289.00 per month.

Allen made a motion, seconded by DuPey, to approve the Agreement for AT&T ILEC Services between AT&T Indiana and the Board of Commissioners of the County of Lake in an amount not to exceed \$12,289.00 per month. Motion passed 3-0.

Order #51 Agenda #53

In the Matter of Planned Service Agreement (PSA) Schedule between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the period of June 1, 2008 thru May 31, 2018 in an amount not to exceed \$78,654.77 per month for payments 1 through 12, \$79,059.77 per month for payments 13 through 36, \$79,490.77 per month for payments 37 through 60, and \$68,514.77 per month for payments 61 through 120.

Allen made a motion, seconded by DuPey, to take the above Planned Service Agreement (PSA) Schedule between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the period of June 1, 2008 thru May 31, 2018 under advisement for further review. Motion passed 3-0.

Order #52 Agenda #54

In the Matter of Taxpayer Information Notice.

DuPey made a motion, seconded by Allen, to make the Taxpayer Information Notice, in regard to how to pay property taxes before actually receiving a bill in the mail, a matter of public record. Motion passed 3-0.

Order #53 Agenda #55

In the Matter of Amendment of and/or new policy to cover buildings and contents at the Lake County Fairgrounds.

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

Order #54 Agenda #56

In the Matter of Request for Property Disposal from the Lake County Clerk.

DuPey made a motion, seconded by Allen, to approve the Lake County Clerk's request for property disposal. Motion passed 3-0.

Order #55 Agenda #57

In the Matter of Consulting Contract between Edgewater Systems for Balanced Living, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of May 6, 2008 to June 30, 2008 at the rate of \$26,833.33 per month.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract between Edgewater Systems for Balanced Living, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of May 6, 2008 to June 30, 2008 at the rate of \$26,833.33 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 1st day of May, 2008 effective from May 6, 2008 to June 30, 2008 and renewable thereafter on a month to month basis by and between EDGEWATER SYSTEMS FOR BALANCED LIVING, INC. (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of Lake County Sheriff's Department (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. Scope of Service. The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall perform the services as outlined in the attached contract with Correct Care Solutions, LLC.
3. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
4. 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


Danita Johnson Hughes, Ph.D.
Edgewater Systems For Balanced Living, Inc.
1100 W. 6th Avenue
Gary, Indiana 46402

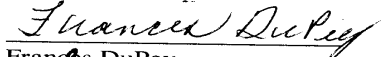
5. Term. The contract shall start on May 6, 2008 at 12:01 a.m.

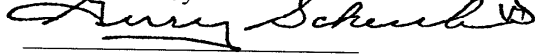
- 6. Compensation. The payment shall be \$26,833.33 per month. Any partial month of service shall be pro rata.

Approved this 1st day of May, 2008.

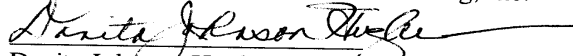
Board of Commissioners
Of the County of Lake

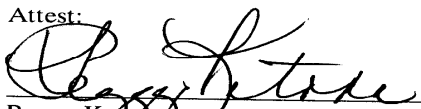

Roosevelt Allen, Jr.


Frances DuPey


Gerry J. Scheub

Consultant:
Edgewater Systems For Balanced Living, Inc.


Danita Johnson Hughes, Ph.D.

Attest:

Peggy Kato
Lake County Auditor

Order #56 Agenda #58

In the Matter of Intergovernmental Agreement between the Civil City of Hammond, by its Board of Public Works and Safety and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department.

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

Order #57 Agenda #59

In the Matter of Policy and Procedure Manual for the Lake County Self Insurance General Liability Program.

Allen made a motion, seconded by DuPey, to make the Policy and Procedure Manual for the Lake County Self Insurance General Liability Program a matter of public record. Motion passed 3-0.

Order #58 Agenda #60

In the Matter of Board of Commissioners of the County of Lake Resolution No 08-07 concerning Reduction of Advertising Costs.

DuPey made a motion, seconded by Allen, to adopt the Board of Commissioners of the County of Lake Resolution No 08-07, Reduction of Advertising Costs. Motion passed 3-0.

Order #58 Agenda #60 (cont'd)

RESOLUTION NO. 08-07
REDUCTION OF ADVERTISING COSTS

WHEREAS, Lake County must eliminate between 11 and 15 million dollars from its 2009 budget; and

WHEREAS, advertising costs constitute a large expense; and

WHEREAS, some advertising costs cannot be reduced because they are mandated by statute; and

WHEREAS, in other areas the size of the ad for either supplies, goods, machinery, equipment and advertising for job applications can be controlled; and

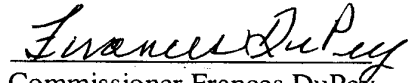
WHEREAS, the Board must take affirmative action to reduce advertising costs and the size of their ads to a reasonable minimal; and

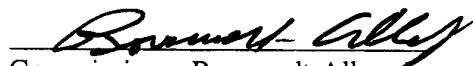
WHEREAS, steps taken to reduce costs in calendar year 2008 will assist in achieving the reduction in 2009.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that only ads that are submitted to the Board for approval prior to use in newspaper advertising situations will be approved for payment.

Approved this 21st day of May, 2008.


Commissioner Gerry Scheub


Commissioner Frances DuPey


Commissioner Roosevelt Allen, Jr.

ATTEST:

Peggy Katona, Lake County Auditor

Order #59 Agenda #61

In the Matter of Board of Commissioners of the County of Lake Resolution No. 08-08, Resolution to encourage the Indiana Department of Transportation to expedite the development of the Broadway Expansion Project in the City of Crown Point, Indiana.

Allen made a motion, seconded by DuPey, to accept and make the Resolution to encourage the Indiana Department of Transportation to expedite the development of the Broadway Expansion Project in the City of Crown Point, Indiana a matter of public record. Motion passed 3-0.

Order #59 Agenda #61 (cont'd)

Res No. 08-08

A RESOLUTION TO ENCOURAGE THE INDIANA DEPARTMENT OF TRANSPORTATION TO EXPEDITE THE DEVELOPMENT OF THE BROADWAY EXPANSION PROJECT IN THE CITY OF CROWN POINT, INDIANA

WHEREAS, The Indiana Department of Transportation has scheduled the Broadway Expansion Project in the City of Crown Point to begin in the year 2012,

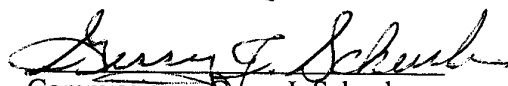
WHEREAS, the area of Broadway between 93rd and 109th Avenues has seen intense residential and commercial development which has caused heavy traffic problems,

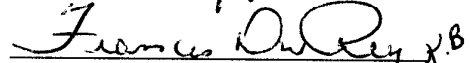
WHEREAS, the expansion of this roadway is imperative for both public safety and economic development reasons,


NOW, THEREFORE, BE IT RESOLVED THAT THE COMMISSIONERS OF LAKE COUNTY DO HEREBY:

Formally request INDOT to re-prioritize its construction schedule and expedite the Broadway Expansion Project in Crown Point, Indiana.

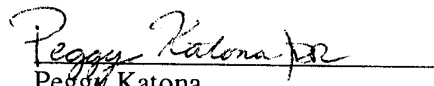
This resolution is enacted this 8th day of May 2008.


Commissioner Garry J. Scheub


Commissioner Frances DuPey


Commissioner Roosevelt Allen, Jr.

Attest:


Peggy Katona,
Lake County Auditor

Order #60 Agenda #62

In the Matter of Uniform Conflict of Interest Disclosure Statement, Indiana Code 35-44-1-3 from William J. Pierce, M.D.

Allen made a motion, seconded by DuPey, to make the Uniform Conflict of Interest Disclosure Statement, Indiana Code 35-44-1-3 from William J. Pierce, M.D. a matter of public record. Motion passed 3-0.

Order #60 Agenda #62 (cont'd)

Fm:John M. Kopack To:Conflict of Interest Forms (12197382127)

22:25 03/25/08GMT-05 Pg 05-08

(2/93)

Form 236

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

- 1. Name and Address of Public Servant Submitting Statement: WILLIAM G. PIERCE, MD
2. Title or Position With Governmental Entity: Lake County Jail Physician
3. a. Governmental Entity: Lake County Jail
b. County: Lake
4. This statement is submitted (check one):
a. as a "single transaction" disclosure statement...
b. [x] as an "annual" disclosure statement...
5. Name(s) of Contractor(s) or Vendor(s): Me & Stott, Inc
6. Description(s) of Contract(s) or Purchase(s): Board of Trustees of Lake County Jail to Pinnacle Hospital for immediate medical or surgical or urgent care treatment at Pinnacle Hospital, Crown Point, Indiana

Fm:John M. Kopack To:Conflict of Interest Forms (12197382127)

22:25 03/25/08GMT-05 Pg 06-08

- 7. Description of My Financial Interest: I have ownership interest (1.8%) stock in Pinnacle Hospital. Due to medical necessity it may be required to refer jail inmates for treatment testing services at Pinnacle.
8. Approval of Appointing Officer or Body: I (We) being the County Commissioners of Lake County, Indiana and having the power to appoint the above named public servant...
9. Effective Dates: July 2007
10. Affirmation of Public Servant: This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase.

Signed: William G. Pierce
Date: 4/9/08

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase.

Order #61 ADD Agenda #63B

In the Matter of Honorary Resolutions

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Resolutions Honoring:

- JADA WATSON OF EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS DANCE TEAM IHSDTA STATE CHAMPION SOLO DIVISION JUNIOR HIGH SCHOOL
- BRIANA ROBINSON AND GREGORY BLACKMON OF EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS IHSDTA STATE CHAMPIONS SMALL ENSEMBLE CATEGORY
- WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS JUNIOR HIGH SCHOOL ENSEMBLE CATEGORY
- WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS MIDDLE SCHOOL POM CATEGORY
- WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS MIDDLE SCHOOL JAZZ CATEGORY
- LOWELL HIGH SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS MIDDLE SCHOOL
- GRIFFITH HIGH SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS ADVANCED POM CATEGORY
- LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM IHSDTA STATE CHAMPIONS POM CATEGORY
- LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM IHSDTA STATE CHAMPIONS JAZZ CATEGORY
- LAKE CENTRAL HIGH SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS ELITE JAZZ CATEGORY
- CROWN POINT HIGH SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS ELITE POM CATEGORY
- CROWN POINT HIGH SCHOOL DANCE TEAM IHSDTA STATE CHAMPIONS ELITE KICK CATEGORY

Motion passed 3-0.

Order #62 ADD Agenda #63C

In the Matter of Demolition Emergency Authorization for Two Demolition Sites at 3006 West 41st Avenue, Unincorporated Calumet Township and 931 Monon Road, Cedar Creek Township, Unincorporated Shelby.

Allen made a motion, seconded by DuPey, to approve the Demolition Emergency Authorizations for Two Demolition Sites at 3006 West 41st Avenue, Unincorporated Calumet Township and 931 Monon Road, Cedar Creek Township, Unincorporated Shelby. Motion passed 3-0.

Order #63 Agenda #64A

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, June 27, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, June 27, 2007. Motion passed 3-0.

Order #63 Agenda #64B

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, July 25, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, July 25, 2007. Motion passed 3-0.

Order #63 Agenda #63C

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, August 15, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, August 15, 2007. Motion passed 3-0.

Order #63 Agenda #63D

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, September 19, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, September 19, 2007. Motion passed 3-0.

Order #63 Agenda #63E

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Friday, October 5, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Friday, October 5, 2007. Motion passed 3-0.

Order #63 Agenda #63F

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, October 17, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, October 17, 2007. Motion passed 3-0.

Order #63 Agenda #63G

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, October 25, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, October 25, 2007. Motion passed 3-0.

Order #64 Agenda #65

In the Matter of Lake County Expense Claims to be allowed on Wednesday, May 21, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, May 21, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order #64 Agenda #66

In the Matter of Service Agreements

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

L C ASSESSOR	W/	Adams Remco
L C CALUMET TOWNSHIP ASSESSOR	W/	ABC Burglar & Alarm Arrow Uniform Rental Global Enterprise
L C COMMUNITY CORRECTIONS	W/	Comcast BI, Inc. BI, Inc.
L C ENGINEERS	W/	Pyramid Alarm, Inc.
L C HEALTH DEPT	W/	Imaging Office System, Inc.
L C CASA PROGRAM	W/	Cartronic, Inc.
L C SHERIFF/JAIL	W/	Marshall II Enterprises/Alpine Valley Water

Order #64 Agenda #67

In the Matter of Poor Relief Decisions

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

Tanisha Patterson	Approved
Terrance Jackson	Approved
Chenille Brown	Approved
Marvin Brown	Approved
Stephanie Hill	Approved
Sabrina Avery	Denied for appellant's failure to appear
Miko Long	Denied
Dayshae Matthews	Denied
Denisha Marshall	Denied for appellant's failure to appear
Cartez Slater	Denied for appellant's failure to appear
Eddie Moore	Approved
Tavia Marshall	Approved
Angela Goodes	Approved
Dale Kendrick	Approved
Twanna Marrow	Approved
Kimberly Sykes	Approved
Irna Taylor	Approved
Bruce Thomas	Approved
Mary Tipton	Approved
Dean Hensley	Approved
Michael Baggett	Approved on condition
Vernita Morgan	Denied for appellant's failure to appear
Ronald Jones	Approved
Bruce Thomas	Approved on condition
Pamela Rodgers	Approved
Lorraine Key	Approved
Tonia Jackson	Approved
Cheryl Bynum	Approved
Keith Rockhill	Approved
Pamela Briggs	Approved
Suhsday McClendon	Approved
Rosalina Portis	Approved
Celestine Robinson	Approved
Yvonna Lee	Approved
Kathleen Claudio	Approved
Jeanette Elzy	Approved
Sheryl Jackson	Approved
Bernadette O'Neil	Denied for appellant's failure to appear
Wendy Edwards	Denied for appellant's failure to appear
Ramon Patterson	Denied for appellant's failure to appear
Brenda Porter	Denied for appellant's failure to appear
Marialuisa Gomez	Denied for appellant's failure to appear
Eleise Greenwood	Denied
Eleise Greenwood	Denied
No Name	Denied for appellant's failure to appear
Timothy Dillon	Denied for appellant's failure to appear
Barbara Savage	Denied for appellant's failure to appear
Regina Jenkins	Denied
Renee Davis	Denied for appellant's failure to appear
Lavetta Jones	Denied for appellant's failure to appear
Bambi Neese	Denied for appellant's failure to appear

Order #64 Agenda #67 (cont'd)

Juanita Purnell	Denied for appellant's failure to appear
Latanda Cooper	Denied for appellant's failure to appear
Jimmie Johnson	Denied
T.J. Williams	Denied
Shana Walker	Denied
John Johnson	Denied for appellant's failure to appear
Marlon Snead	Denied for appellant's failure to appear
Abie Vasquez	Denied for appellant's failure to appear
Erica Grey	Denied for appellant's failure to appear
Latonya Walker	Denied for appellant's failure to appear
Jessica Wayte	Denied for appellant's failure to appear
Kelly Davis	Denied for appellant's failure to appear
Faiesha Nelson	Denied for appellant's failure to appear
Elana Blackwell	Denied for appellant's failure to appear
Lamonia Allen	Denied for appellant's failure to appear
Jeffrey Cook	Denied for appellant's failure to appear
Michelle Jones	Denied for appellant's failure to appear
Lillie Sutton	Denied for appellant's failure to appear
Lisa Frisan	Denied for appellant's failure to appear
Peitha Curington	Denied for appellant's failure to appear
Willie Millsap	Remanded to township for further consideration and review
Lisa McFarland	Remanded to township for further consideration and review
Calvina Wheatley	Remanded to township for further consideration and review
Latasha Rhodes	Denied for appellant's failure to appear
Phillip Mitchell	Denied for appellant's failure to appear
Tina Thompson	Denied for appellant's failure to appear
Costetta Dumas	Denied
Nikisha Thomas	Denied for appellant's failure to appear
Christella Cantu	Denied for appellant's failure to appear
Janice Stanford	Denied for appellant's failure to appear
Tameka Campbell	Denied for appellant's failure to appear
Dwayne Hickman	Denied for appellant's failure to appear
JoAnn Hooker	Denied for appellant's failure to appear
Allison Joiner	Denied
Elyse Cullina	Denied for appellant's failure to appear
Latonia Crawford	Denied for appellant's failure to appear
Jose Pagan	Denied for appellant's failure to appear
Cynthia Roscoe	Denied for appellant's failure to appear
Maraad Abdulla	Denied for appellant's failure to appear
Sandra Buckingham	Denied
George Newsom	Denied for appellant's failure to appear
Tynisha Sheffield	Denied for appellant's failure to appear
Goff Phelles	Denied for appellant's failure to appear
Chantella Sims	Denied for appellant's failure to appear
Donald Holloway	Denied for appellant's failure to appear
Raynett Scott	Denied for appellant's failure to appear
Larry Dabadee	Denied
Juella Crumble	Denied for appellant's failure to appear
Tanisha Sommons	Denied for appellant's failure to appear
Connie Montgomery	Remanded to township for further consideration and review
Ola Mae Logan	Denied for appellant's failure to appear
Kenneth Irons	Denied for appellant's failure to appear
Lakesha Lockhart	Denied for appellant's failure to appear
Tiffany Neal	Denied for appellant's failure to appear
Tynesha Sheffield	Denied for appellant's failure to appear
Angela Calloway	Approved
Lisa Allen	Approved
Victoria Sutton	Approved
Prentie Sanders	Approved
Danalda Webber	Approved
Latasha Armour-James	Approved
Jamar Jones	Approved
Lawrence Smith	Approved
Shanese Simmons	Approved
Gregory Fowler	Approved
Anjanette Carson	Approved
Rhnee English	Approved
Roxane Calloway	Approved
Cedric Buie	Approved
Jean Dorsey	Approved
Keith Rockhill	Approved
Robert Wiltjer	Approved
Gregory Papernik	Approved
Kimberly Hart	Approved on condition
Deborah Smith	Approved
Donna Hilton	Approved
Michael Eaton	Approved
Tiffany *last name illegible	Approved
Anester Griffin	Approved
Levetta Littles	Approved
Inecke Mitchell	Approved
Kerri-Anne Muldren	Approved
Royletta Rice	Approved
Raymond Cox	Approved
Walter Reddice	Approved

Order #64 Agenda #67 (cont'd)

Belinda Anderson	Approved
Mia Martin	Approved
Ola Mae Logan	Approved
Gail Traylor	Approved
Lezlie Love	Approved
Erica Davis	Approved
Mary White-Collins	Approved
Rubenana Sinclair	Approved
Carl Lee Johnson	Approved
Lajuaina Smith	Approved
Leola Henry	Approved on condition
Lillian *no last name written	Approved
Alma Dennie	Approved
Sonja Barnes	Approved
Oda Parker	Approved
Tyisha Fuller	Approved on condition
Anthony Jones	Approved
Casey Cornelius	Approved
Jennifer Skyles	Approved
Deltrick Wright	Approved
Maria Skarja	Approved
Octavia McLaurin	Approved
Chester Jones	Approved
Ishmond Moore	Approved
Wanda Burnett	Approved on condition
Alana Banecki	Approved
Rebbie Woods	Approved on condition
Cathy Wofford	Approved
Marjorie Ellis	Approved
Dannie Hayes	Approved on condition
Samantha Hill	Approved on condition
Isaac Danielle	Approved
Donald McHenry	Approved
Terry Lewis	Approved
Diane Doyle	Approved / The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown.
Alton Booyer	Approved
Maia Moore	Approved
Aterrick Burks	Approved
Lamonis Allen	Approved
Clarenda Williams	Approved
Dauida Malone	Approved
Canada Charlotte	Approved
Dennis Best	Approved
Latanza Plummer	Approved
Patricia Young	Approved
Leslie Lloyd	Approved
Rene Lucas	Approved
Robert Gonzales	Approved
Janet Triplet	Approved
Revall McKnight	Approved
Jennifer Lacy	Approved
Lashena Randolph	Approved on condition
Alford Chauntese	Approved
Latonya Looney	Approved
Toya Mathews	Approved
Sharon Raymond	Approved
Christopher McCeader	Approved
Latrina Cobb	Approved
Andre Gholston	Approved
Mildred Buirse	Approved
Marjorie Ellis	Approved

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 07-139A.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 07-139A, Resolution Amending the Resolution to Approve Temporary Loans to Certain Funds for use during the 2008 Budget Year, Resolution No. 07-139. Motion passed 3-0.

RESOLUTION NO. 07-139A

**RESOLUTION AMENDING THE RESOLUTION TO APPROVE
TEMPORARY LOANS TO CERTAIN FUNDS FOR USE
DURING THE 2008 BUDGET YEAR, RESOLUTION NO. 07-139**

WHEREAS, on September 4, 2007, the Lake County Council adopted the Resolution To Approve Temporary Loans to Certain Funds for Use During the 2007 Budget Year, Resolution No. 07-139; and

WHEREAS, the Lake County Council desires to amend said Resolution.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Resolution to Approve Temporary Loans to Certain Funds For Use During the 2008 Budget Year, Resolution No. 07-139, be amended as follows:

DELETE:

2008
FUND REQUIRING LOAN
County Bond/320

2008
MAX LOAN AMOUNT
\$3,600,000.00

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Harry Scheuch

INSERT:

2008
FUND REQUIRING LOAN
County Bond/320

2008
MAX LOAN AMOUNT
\$5,206,000.00



SO RESOLVED THIS 13TH DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Ordinance No. 1294A-3.

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

ORDINANCE NO. 1294A-3

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

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

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

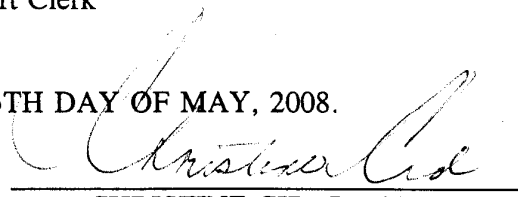
That the following section be amended as follows:

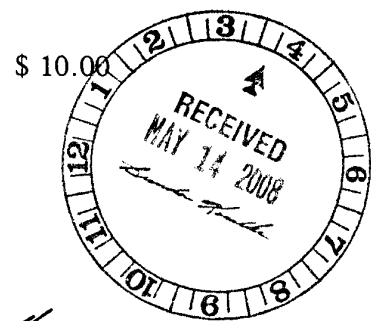
INSERT:

Section III.

39. Lake Superior Court - County Division IV
Court Clerk

SO ORDAINED THIS 13TH DAY OF MAY, 2008.


CHRISTINE CID, President



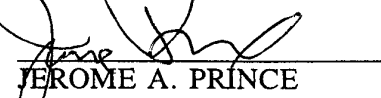

LARRY BLANCHARD


ERNIE DILLON


THOMAS O'DONNELL

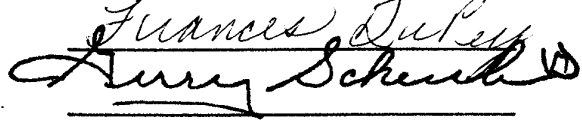

ELSIE FRANKLIN

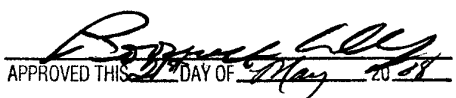

TED F. BILSKI


JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


Frances DuPey


APPROVED THIS 21st DAY OF May 2008

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-75.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-75, Resolution Honoring Jada Watson of Emerson School for the Visual and Performing Arts. Motion passed 3-0.

RESOLUTION NO. 08-75

RESOLUTION HONORING JADA WATSON OF EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and

WHEREAS, Jada Watson of Emerson School of the Visual and Performing Arts won the Solo Division - Junior High School at the Indiana High School State Dance Team Association State Finals.

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 Jada Watson of the Emerson School for the Visual and Performing Arts for their capture of first place in Solo Division - Junior High School at the Indiana State Championship Dance Team Competition; 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 JADA WATSON and EMERSON SCHOOL OF THE VISUAL AND PERFORMING ARTS.

DATED THIS 13th day of May, 2008.



[Signature]
CHRISTINE CID, President

[Signature]
LARRY BLANCHARD

[Signature]
THOMAS O'DONNELL

[Signature]
TED F. BILSKI

[Signature]
ERNIE DILLON

[Signature]
ELSIE FRANKLIN

[Signature]
JEROME A. PRINCE
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
Larry Scheidt

[Signature]
Francis DuPey

APPROVED THIS 21st DAY OF May 20 08

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-76.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-76, Resolution Honoring Briana Robinson and Gregory Blackmon of Emerson School for the Visual and Performing Arts. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Handwritten signatures of Board members]
APPROVED THIS 21st DAY OF May 20 08

RESOLUTION NO. 08-76

**RESOLUTION HONORING BRIANA ROBINSON
AND GREGORY BLACKMON OF
EMERSON SCHOOL FOR THE VISUAL AND PERFORMING ARTS**

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Briana Robinson and Gregory Blackmon of Emerson School of the Visual and Performing Arts won the Small Ensemble at the Indiana High School State Dance Team Association State Finals.

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 Briana Robinson and Gregory Blackmon of the Emerson School for the Visual and Performing Arts for their capture of first place in Small Ensemble at the Indiana State Championship Dance Team Competition; 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 BRIANA ROBINSON, GREGORY BLACKMON and EMERSON SCHOOL OF THE VISUAL AND PERFORMING ARTS.

DATED THIS 13th day of May, 2008.

[Signature]
CHRISTINE CID, President

[Signature]
LARRY BLANCHARD

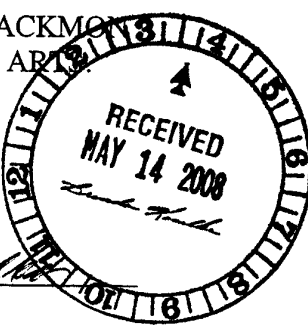
[Signature]
THOMAS O'DONNELL

[Signature]
TED F. BILSKI

[Signature]
ERNIE DILLON

[Signature]
ELSIE FRANKLIN

[Signature]
JEROME A. PRINCE



Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-77.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-77, Resolution Honoring The Wilbur Wright Middle School Dance Team. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Larry Schuch
Bonnie Kelly
Frances DuPey
 APPROVED THIS 21st DAY OF May 2008

RESOLUTION NO. 08-77

**RESOLUTION HONORING THE
WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM**

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Wilbur Wright Middle School Dance Team won the Junior High School Ensemble Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Wilbur Wright Middle School Dance Team, for their capture of first place in the Junior High School Ensemble Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM.



DATED THIS 13th day of May, 2008.

Christine CID
 CHRISTINE CID, President

Larry Blanchard
 LARRY BLANCHARD

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Ted E. Bilski
 TED E. BILSKI

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-78.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-78, Resolution Honoring The Wilbur Wright Middle School Dance Team. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Gary Schuch

RESOLUTION NO. 08-78

Francis DuPey
APPROVED THIS 21st DAY OF May 2008

**RESOLUTION HONORING THE
WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM**

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Wilbur Wright Middle School Dance Team won the Pom Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Wilbur Wright Middle School Dance Team, for their capture of first place in the Pom Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM.

DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

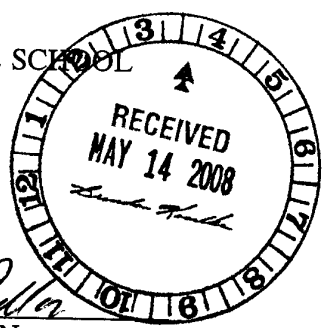
Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE



Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-79.

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-79, Resolution Honoring The Wilbur Wright Middle School Dance Team.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Larry Schenk

RESOLUTION NO. 08-79

Boomer Clay
Frances DuPey
APPROVED THIS 21st DAY OF May 2008

**RESOLUTION HONORING THE
WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM**

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and

WHEREAS, Wilbur Wright Middle School Dance Team won the Jazz Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Wilbur Wright Middle School Dance Team, for their capture of first place in the Jazz Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the WILBUR WRIGHT MIDDLE SCHOOL DANCE TEAM.

DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council



Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-80

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-80, Resolution Honoring The Lowell High School Dance Team. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Larry Schenk

RESOLUTION NO. 08-80

Frances DuPey

**RESOLUTION HONORING THE
LOWELL HIGH SCHOOL DANCE TEAM**

APPROVED THIS 13th DAY OF May 2008

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and

WHEREAS, Lowell High School Dance Team won the Novice Hip Hop Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Lowell High School Dance Team, for their capture of first place in the Novice Hip Hop Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LOWELL HIGH SCHOOL DANCE TEAM.

DATED THIS 13th day of May, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-81

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-81, Resolution Honoring The Griffith High School Dance Team. Motion passed 3-0.

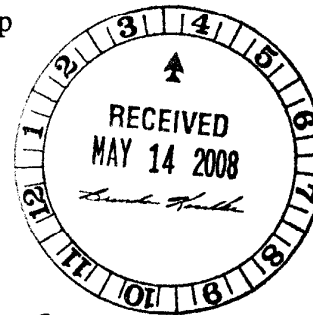
[Signature]
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 08-81

RESOLUTION HONORING THE
GRIFFITH HIGH SCHOOL DANCE TEAM APPROVED THIS 21 DAY OF May 20 08

- WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS, Griffith High School Dance Team won the Advanced Pom Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Griffith High School Dance Team, for their capture of first place in the Advanced Pom Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the GRIFFITH HIGH SCHOOL DANCE TEAM.



DATED THIS 13th day of May, 2008.

[Signature]
CHRISTINE CID, President

[Signature]
LARRY BLANCHARD

[Signature]
THOMAS O'DONNELL

[Signature]
TED F. BILSKI

[Signature]
ERNIE DILLON

[Signature]
ELSIE FRANKLIN

[Signature]
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-82

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-82, Resolution Honoring The Lake Central High School Junior Varsity Dance Team. Motion passed 3-0.

Christine CID
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 08-82

Bonnie Allen
Francis DuPey
APPROVED THIS 21st DAY OF May 2008

**RESOLUTION HONORING THE LAKE CENTRAL
HIGH SCHOOL JUNIOR VARSITY DANCE TEAM**

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Lake Central Junior Varsity Dance Team won the Pom Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Lake Central High School Junior Varsity Dance Team, for their capture of first place in the Pom Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM.



DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-83

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-83, Resolution Honoring The Lake Central High School Junior Varsity Dance Team. Motion passed 3-0.

Christine CID
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 08-83

Ernie Dillon
Francis DuPey
APPROVED THIS 21st DAY OF May 2008

**RESOLUTION HONORING THE LAKE CENTRAL
HIGH SCHOOL JUNIOR VARSITY DANCE TEAM**

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Lake Central Junior Varsity Dance Team won the Jazz Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Lake Central High School Junior Varsity Dance Team, for their capture of first place in the Jazz Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LAKE CENTRAL HIGH SCHOOL JUNIOR VARSITY DANCE TEAM.



DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-84

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-84, Resolution Honoring The Lake Central High School Dance Team. Motion passed 3-0.

Arny Scheidt
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RESOLUTION NO. 08-84

**RESOLUTION HONORING THE
LAKE CENTRAL HIGH SCHOOL DANCE TEAM**

Barbara Allen
Frances DuPey
APPROVED THIS 21st DAY OF May, 2008

- WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS, Lake Central High School Dance Team won the Elite Jazz Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Lake Central High School Dance Team, for their capture of first place in the Elite Jazz Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the LAKE CENTRAL HIGH SCHOOL DANCE TEAM.



DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-85

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-85, Resolution Honoring The Crown Point High School Dance Team. Motion passed 3-0.

Larry Schenk
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Ernie Dillon

Frances DuPey
APPROVED THIS 21st DAY OF May, 2008

RESOLUTION NO. 08-85

**RESOLUTION HONORING THE
CROWN POINT HIGH SCHOOL DANCE TEAM**

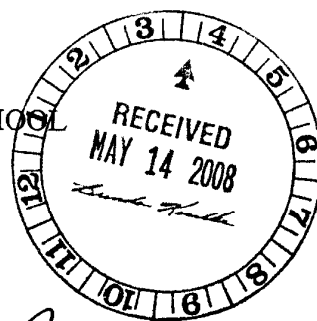
WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and

WHEREAS, Crown Point High School Dance Team won the Elite Pom Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Crown Point High School Dance Team, for their capture of first place in the Elite Pom Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the CROWN POINT HIGH SCHOOL DANCE TEAM.



DATED THIS 13th day of May, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-86

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-86, Resolution Honoring The Crown Point High School Dance Team. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
[Signature]
 APPROVED THIS 21st DAY OF May 2008

RESOLUTION NO. 08-86

RESOLUTION HONORING THE CROWN POINT HIGH SCHOOL DANCE TEAM

- WHEREAS,** students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and
- WHEREAS,** Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and
- WHEREAS,** Crown Point High School Dance Team won the Elite Kick Category at the Indiana High School State Dance Team Association State Finals.

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 and teachers, of the Crown Point High School Dance Team, for their capture of first place in the Elite Kick Category at the Indiana State Championship Dance Team Competition; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the CROWN POINT HIGH SCHOOL DANCE TEAM.

DATED THIS 13th day of May, 2008.



[Signature]
 CHRISTINE CID, President

[Signature]
 LARRY BLANCHARD

[Signature]
 THOMAS O'DONNELL

[Signature]
 TED F. BILSKI

[Signature]
 ERNIE DILLON

[Signature]
 ELSIE FRANKLIN

[Signature]
 JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-87

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-87, Resolution Promoting Legislation in the Congress of the United States Insuring Grant Monies for Lake County Communities Combating Childhood Obesity. Motion passed 3-0.

RESOLUTION NO. 08-87

**RESOLUTION PROMOTING LEGISLATION IN
THE CONGRESS OF THE UNITED STATES
INSURING GRANT MONIES FOR LAKE COUNTY
COMMUNITIES COMBATING CHILDHOOD OBESITY**

- WHEREAS,** the incidence of childhood obesity is rapidly rising through the world, in just two decades, the prevalence of overweight doubled for U.S. children ages 6 to 11 and tripled for American teenagers; and
 - WHEREAS,** the annual National Health and Nutrition Examination Survey by the Centers for Disease Control and Prevention found that about one-third of U.S. children are overweight or at risk of becoming overweight, in total, about 25 million U.S. children and adolescents are overweight or nearly overweight; and
 - WHEREAS,** childhood obesity is particularly troubling because the extra pounds often start children on the path to health problems that were once confined to adults, such as diabetes, high blood pressure and high cholesterol; and
 - WHEREAS,** DeLia Maric McClam has made the nation's childhood obesity problem a personal cause and she hopes to persuade lawmakers to enact measures to combat the epidemic; and
 - WHEREAS,** U.S. Rep. Kind has introduced H.R. 3257, the Fitness Integrated with Teaching Kids Act, which would add physical education to the assessment used in determining accountability with the No Child Left Behind Act; and
 - WHEREAS,** U.S. Representative Woolsey has introduced H.R. 1363, the Child Nutrition Promotion and Student Lunch Protection Act of 2007, which would limit junk food in schools and improve nutrition standards for school meal programs; and
 - WHEREAS,** H.R. 3257 and H.R. 1363 were both referred to the House Committee on Education and Labor, where they are currently pending consideration.
- NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**
- That the Lake County Council promotes legislation in the Congress of the United States insuring grant monies for Lake County communities combating childhood obesity.

SO RESOLVED THIS 13TH DAY OF MAY, 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

James Schuch
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPey
APPROVED THIS 21st DAY OF MAY 20 08

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-88

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-88, Resolution Honoring Ruby Blythe Larson. Motion passed 3-0.

RESOLUTION NO. 08-88

RESOLUTION HONORING RUBY BLYTHE LARSON

WHEREAS, RUBY BLYTHE LARSON, a Gary resident since 1941, is an outstanding citizen of Lake County, Indiana; and

WHEREAS, RUBY BLYTHE LARSON demonstrates in her own life and in her relations with her fellow human beings the highest of ideals and personal commitment to her God and to the betterment of all mankind; and

WHEREAS, on May 18, 2008 RUBY BLYTHE LARSON will be celebrating her 90th Birthday.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council recognizes RUBY BLYTHE LARSON on her 90th Birthday; 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 RUBY BLYTHE LARSON.

DULY ADOPTED by the Lake County Council, this 13th day of May, 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
Ruby Schuch
Ronald Hill
APPROVED THIS 21st DAY OF May 20 08

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-89

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-89, Resolution to Adopt the Lowell Public Library Capital Projects Fund. Motion passed 3-0.

RESOLUTION NO. 08-89

RESOLUTION TO ADOPT THE LOWELL PUBLIC LIBRARY CAPITAL PROJECTS FUND

WHEREAS, the Lowell Public Library Capital Projects Fund has been established; and

WHEREAS, the Lowell Public Library Board is required under I.C. 20-14-13-5 to adopt a plan with respect to the Library Capital Projects Fund; and

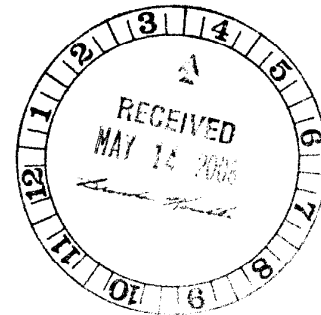
WHEREAS, on April 21, 2008, the Library Board held a public hearing on the plan and approved the Lowell Public Library Capital Projects Fund for 2009, 2010 and 2011; and

WHEREAS, the Lowell Public Library Board submitted a certified copy of the Resolution, including the adopted plan, to the Lake County Council to review and approve pursuant to I.C. 20-14-13-6.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

The Lake County Council hereby approves the Lowell Public Library Capital Projects Fund for 2009, 2010, and 2011.

SO RESOLVED THIS 13TH DAY OF MAY, 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
Harry Schenk

Benjamin Hill
APPROVED THIS 21st DAY OF May 2008

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-90

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-90, Resolution Permitting Superior Court of Lake County, County Division, Room No. 3, to Pay Outstanding 2007 Invoice/Debt from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
[Signature]
Francis DuPey
 APPROVED THIS 21 DAY OF May 2008

RESOLUTION NO. 08-90

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, COUNTY DIVISION, ROOM NO. 3, TO PAY OUTSTANDING 2007 INVOICE/DEBT FROM THE 2008 BUDGET

WHEREAS, the Superior Court of Lake County, County Division, Room No. 3, is currently operating in the 2008 Budget; and

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

<u>405-4050-43190</u>	<u>Other Professional Services</u>
Kopka, Pinkus, Dolin & Eads	\$ 202.50

WHEREAS, the Honorable Julie N. Cantrell, Judge, Superior Court of Lake County County Division No. 3, desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Julie N. Cantrell, Judge of the Superior Court of Lake County, Indiana, County Division, Room No. 3, shall pay from her 2008 Budget the following invoice/debt incurred in the calendar year 2007 as follows:

<u>405-4050-43190</u>	<u>Other Professional Services</u>
Kopka, Pinkus, Dolin & Eads	\$ 202.50

SO RESOLVED THIS 13TH DAY OF MAY, 2008.



[Signature]
 CHRISTINE CID, President

[Signature]
 LARRY BLANCHARD
 ABSTAIN
 THOMAS O'DONNELL
[Signature]
 TED F. BILSKI

[Signature]
 ERNIE DILLON
[Signature]
 ELSIE FRANKLIN
[Signature]
 JEROME A. PRINCE

Members of the Lake County Council

[Handwritten mark]

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-91

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-91, Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Lynne DuPey
Harry Scheibel

Barbara Kelly
APPROVED THIS 21st DAY OF May 2008

RESOLUTION NO. 08-91

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

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

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

<u>001-0500-43190</u>	<u>Other Professional Services</u>
St. Catherine Hospital	\$ 939.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-0500-43190</u>	<u>Other Professional Services</u>
St. Catherine Hospital	\$ 939.00

SO RESOLVED THIS 13th DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President



Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-92

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-92, Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Harry Scheidt

Ronald Allen
APPROVED THIS 21st DAY OF May 2008

RESOLUTION NO. 08-92

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

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

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

<u>110-0500-43140</u>	<u>Special Projects</u>
The Hammond Times	\$ 4,025.00

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

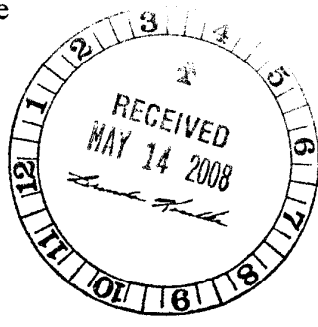
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>110-0500-43140</u>	<u>Special Projects</u>
The Hammond Times	\$ 4,025.00

SO RESOLVED THIS 13th DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President



Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-93

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-93, Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Larry Schuch

RESOLUTION NO. 08-93

Barrett Allen
APPROVED THIS 21st DAY OF May 2008

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

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

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

<u>152-3100-43630</u>	<u>Maintenance and Service Contract</u>
Professional Claims Management, Inc.	\$ 2,900.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>152-3100-43630</u>	<u>Maintenance and Service Contract</u>
Professional Claims Management, Inc.	\$ 2,900.00

SO RESOLVED THIS 13TH DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President



Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-94

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-94, Resolution Permitting Lake County Sheriff to Pay Outstanding 2005, 2006 and 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Larry Schuch
Boyd
APPROVED THIS 21ST DAY OF *May* 2008

RESOLUTION NO. 08-94

**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING
2005, 2006 and 2007 JAIL INVOICES/DEBTS FROM THE 2008 BUDGET**

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

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

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Cardiology Associates	\$ 820.00
Dalal Medical Corp.	1195.00
Northern Indiana Neurology	235.00
Orthopedic Foot & Ankle	252.08
Renaissance Women's Center	9125.00
St. Anthony Medical Center	<u>1667.42</u>
	\$ 13,294.50

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Sheriff's Department shall pay from its 2008 Budget the following jail invoices/debts incurred in the calendar years 2005, 2006 and 2007 as follows:

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Cardiology Associates	\$ 820.00
Dalal Medical Corp.	1195.00
Northern Indiana Neurology	235.00
Orthopedic Foot & Ankle	252.08
Renaissance Women's Center	9125.00
St. Anthony Medical Center	<u>1667.42</u>
	\$ 13,294.50



SO RESOLVED THIS 13TH DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #65 Agenda #70

In the Matter of Lake County Council Resolution No. 08-95

Allen made a motion, seconded by DuPey, to approve L.C. Council Resolution No. 08-95, Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts from the 2008 Budget. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Rory Schenk
Barney Allen
APPROVED THIS 21ST DAY OF May 20⁰⁸

RESOLUTION NO. 08-95

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

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

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

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
St. Anthony Medical Center	\$ 3,538.06

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
St. Anthony Medical Center	\$ 3,538.06

SO RESOLVED THIS 13TH DAY OF MAY, 2008.

Christine CID
CHRISTINE CID, President



Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

Order #66 Agenda #71A

In the Matter of Appointments: Gary Library Board

Allen made a motion, seconded by DuPey, to appoint Ms. Sadie P. Sheffield to the Gary Library Board. Motion passed 3-0.

Order #67 Agenda #71

In the Matter of Appointments: Liquor Board

Allen made a motion, seconded by DuPey, to approve the appointment of Ken Ruesken to the Liquor Board replacing the former appointee who resigned. Motion passed 3-0.

Order #68 Agenda #72

In the Matter of Staff Reports

Attorney Dull to recognize and commend Commissioner DuPey for the follow up on an anonymous letter received from constituents to identify the current status of an appeal.

Order #69 Agenda #73

In the Matter of Comments from elected officials present.

Councilwoman Elsie Franklin, to thank the Board for approving their item, and to refer back to Tom Dabertin's Human Resource memo noting their compliance, and ask Commissioner Allen about his appointment to the Gary Library Board saying that one can only serve for so many years.

Order #69 Agenda #63

In the Matter of Request from McShane's, Inc. for the release of their cashier's check that was submitted with their Class 3, Office Supply Bid in December, 2007.

DuPey made a motion, seconded by Allen, to approve the release of the cashier's check received from McShane's, Inc. with their bid for Class 3, Office Supplies in December, 2007. Motion passed 3-0.

The following officials were Present:

- Attorney John Dull
- Dan Ombac
- Brenda Koselke
- Jim Bennett
- Delvert Cole
- Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, June 18, 2008 at 10:00 A.M.

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

ROOSEVELT ALLEN JR., PRESIDENT

FRANCES DUPEY

GERRY SCHEUB

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

