

The Board met in due form with the following members present: Gerry Scheub Roosevelt Allen, Jr., and Frances DuPey. 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 9th day of September, 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 9th day of September, 2008 at about 4:15 p.m.

Order #1 Agenda #5A

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

Allen made a motion, seconded by Scheub, to approve the opening of the Bids/Proposals. Motion passed 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 #7A** – Request for property disposal from Lake County Community Corrections; **Item #40A** – Sav-Rx Prescription Services Pharmacy Benefits Agreement; **Item #40B** – Lake County Emergency Management Agency Proclamation Authority; **Item #40C** – Resolution Honoring WJOB-AM (1230) Radio for Distinguished Reporting During Emergencies; **Item #48B** – Park Board Appointment; **Item #48C** – Plan Commission Appointment; **Corrections – Number 52** – Study Session Scheduled for Wednesday, October 8, 2008 has been cancelled. 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 #3 Agenda #5E

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

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

Order #4 Consent Agenda

In the Matter of Consent Agenda

Allen made a motion, seconded by DuPey, to approve the Consent Agenda Items (#16 A-H, 45, 46A, 46B, 46C). Motion passed 3-0.

Order #4 Consent Agenda #16 A-H

In the Matter of L.C. Highway - Certificates of Liability Insurance (Dyer Construction Company, Inc.; Western Utility Contractors, Inc.; Krooswyk Trucking & Excavating, Inc.; Walsh & Kelly, Inc., W & K Equipment Co., Inc. Omega Trucking Co., Inc.; Walsh & Kelly, Inc., W & K Equipment Co., Inc. Omega Trucking Co., Inc.; Rose Cartage Services, Inc.; LGS Plumbing, Inc. JCI Bridge Group, 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 (Dyer Construction Company, Inc.; Western Utility Contractors, Inc.; Krooswyk Trucking & Excavating, Inc.; Walsh & Kelly, Inc., W & K Equipment Co., Inc. Omega Trucking Co., Inc.; Walsh & Kelly, Inc., W & K Equipment Co., Inc. Omega Trucking Co., Inc.; Rose Cartage Services, Inc.; LGS Plumbing, Inc. JCI Bridge Group, Inc.). Motion passed 3-0.

Order #4 Consent Agenda #45

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.

THE ARSH GROUP
QUAIL HILL CARDING CO./GEORGIA K. MOMMAERTS
D2 LAND & WATER RESOURCE, INC.
DISC-LOCK INTERNATIONAL
MICHAEL TODD & COMPANY, INC.
ADVANCED PAIN & COMPANY, INC.
CR PUBLICATIONS
DR. ARSHAD P. MALIK M.D. P.C.
FAMILY MEDICINE OF MERRILLVILLE, PC
H & H HEALTH SPECIALISTS LLC
JASON HUBER
LAKE PORTER CARDIOVASCULAR, P.C.
METHODIST HOSPITAL INC. dba NEUROSCIENCE INSTITUTE OF NWI
MIDWEST NEOPED ASSOCIATES, LTD.

Order #4 Consent Agenda #45 (cont'd)

NORTHWEST EMERGENCY ASSOCIATES, LTD.
NWI EYE ASSOCIATES, PC dba LEWYCKYJ TAGLIA FELTON EYE CLINICS
NWI HEART CENTER
OPHTHALMIC PLASTIC SURGERY
PROMPT MEDIAL TRANSPORTATION, INC.
SONOGRAPHIC IMAGES, INC.
WALKER RITE MEDICAL

Order #4 Consent Agenda #46A

In the Matter of Clerk's Branches Report for the months of June, 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 June 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 June 2008 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #46B

In the Matter of Public Works Report for the Months of August, 2008.

Comes now, William Henderson, Public Works Director, and files with the Board his report of job details and activity for the Months of August, 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 Public Work's Reports of August 2008 as submitted. Motion passed 3-0.

Order #4 Consent Agenda #46C

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

Order #5 Agenda #6

In the Matter of L.C. Building Manager – Service Agreement with Simplex Grinnell for the Lake County Juvenile Center for the period of August 1, 2008 to July 31, 2009 for the fire alarm and sprinkler system in an amount not to exceed \$10,747.00.

Allen made a motion, seconded by DuPey, to approve the Building Manager's Service Agreement with Simplex Grinnell for the Lake County Juvenile Center for the period of August 1, 2008 to July 31, 2009 for the fire alarm and sprinkler system in an amount not to exceed \$10,747.00. Motion passed 3-0.

Order #6 Agenda #7

In the Matter of L.C. Building Manager – Contract with Simplex Grinnell for the Lake County Juvenile Center for the 5 year test per NFPA 25 code to perform an obstruction inspection of the sprinkler system to recalibrate and if needed to replace all gauges on the sprinkler system.

Allen made a motion, seconded by DuPey, to approve the Building Manager's Contract with Simplex Grinnell for the Lake County Juvenile Center for the 5 year test per NFPA 25 code to perform an obstruction inspection of the sprinkler system to recalibrate and if needed to replace all gauges on the sprinkler system. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #7 ADD Agenda #7A

In the Matter of L.C. Building Manager – Request for property disposal – Lake County Community Corrections.

Allen made a motion, seconded by DuPey, to add items requested for disposal ((2) Chevy Lumina & (1) Chevy Malibu) to the Sheriff's Auction. Motion passed 3-0.

Order #8 Agenda #8

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

The Board having previously taken the bids under advisement, does hereby approve the rejection of all bids for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River, upon a motion made by DuPey, seconded by Allen, with the recommendation of the L.C. Highway. Motion passed 3-0.

Letter of Recommendation

September 17, 2008

Brenda Koselke, Purchasing Department
Lake County Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

ATTN: Gerry Scheub, President

Order #8 Agenda #8 (cont'd)

RE: Construction Services for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River

Honorable Commissioners:

The Lake County Highway Department is recommending rejection of all bids, for the Construction Services for Lake County Bridge #245, Columbia Avenue over Little Calumet River, that were opened at the August 20, 2008 Commissioners meeting.

The rejections of the bids are for redesigning purposes of the above mentioned project, The Lake County Highway Department will request bids on the above mentioned project at a later date.

Respectfully Submitted,
 Marcus W. Malczewski, Superintendent
 Lake County Highway Department

Order #9 Agenda #9

In the Matter of L.C. Highway – Seek Proposals for Selection of a Consulting Engineering Firm to provide construction inspection services for 45th Avenue from Cleveland Street to Grant Street, Lake County.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Highway for Selection of a Consulting Engineering Firm to provide construction inspection services for 45th Avenue from Cleveland Street to Grant Street, Lake County and ordered the same for the return of bids on Wednesday, October 8, 2008 by 9:30a.m. Motion passed 3-0.

Order #10

DuPey made a motion in regard to the Cancellation of the Study Session scheduled for October 8, 2008 and the Re-scheduling of the Regular Meeting of October 15, 2008 being that there will be a Special Commissioners Meeting held on Wednesday, October 8, 2008, seconded by Allen. Motion passed 3-0.

Order #11 Agenda #10

In the Matter of L.C. Highway – Construction Contract with JCI Bridge Group, Inc. for Lake County Bridge #84, 121st Avenue over Niles Creek in the amount of \$237,218.09.

Allen made a motion, seconded by DuPey, to approve the Construction Contract with JCI Bridge Group, Inc. for Lake County Bridge #84, 121st Avenue over Niles Creek in the amount of \$237,218.09 on behalf of the Lake County Highway Department. Motion passed 3-0.

originals

<< **CONSTRUCTION CONTRACT** >>

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

Firm Name: JCI Bridge Group, Inc.

Address: 2055 N. 105 E., LaPorte, Indiana 46350

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:

**Lake County Bridge #84
 121st Avenue over Niles Creek
 Lake County, Indiana**

according to the Plans, Standard Specifications, and Drawings therefor, and Supplemental Specifications on file in the office of the Lake County Highway Department 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 materials in place, as measured by the *OWNER* or its duly authorized representative, at the unit prices stated in the *CONTRACTOR'S* proposal dated July 16th, 2008, which sums the *CONTRACTOR* agrees to accept in full payment for such work; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying proposal and bonds 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, as measured by the *OWNER*, in an amount not to exceed 90% of any 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 the carrying forward, performing and completing of this contract, and which estimates shall also be subject to the provisions of the Standard Specifications on file in the office of said Lake County Highway Department and made a part hereof;

That before any final estimate is paid to the *CONTRACTOR*, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or, shall consent to the withholding by the *OWNER* from his final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled, or until the expiration of eighteen months, or until the conclusion of any litigation in relation thereto filed within such period; and

That no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the Specifications nor until at least thirty (30) days after the last work and labor were performed and the last material furnished.

<< CONTRACTOR >>

IN WITNESS WHEREOF, The CONTRACTOR has hereunto set its hand this 20th day of August, 2008.

Carl Tungate, President
JCI Bridge Group, Inc.

Before me, the undersigned Notary Public, personally appeared; Carl Tungate
this 20th day of August, 2008.

My Commission Expires: 4/22/2015

Porter
(County of Residence)

James M. Mau
(Notary Signature) James Mauk

<< OWNER >>

IN WITNESS WHEREOF, the OWNER does hereby accept foregoing Agreement and has herewith set its hand this 17th day of September, 2008.

Roosevelt Allen Jr., District 4

Gerry J. Scheub, District 2

Frances DuPey, District 3

As to Form and Legality

Clyde Jones Lake County Attorney

Attest: Peggy Katona
Lake County Auditor

Order #12 Agenda #11

In the Matter of L.C. Highway – Agreement with Dyer Construction Company, Inc. for Northwood Detention Basin Outlet Sewer Replacement in the amount of \$53,205.00.

DuPey made a motion, seconded by Allen, to approve L.C. Highway Agreement with Dyer Construction Company, Inc. for Northwood Detention Basin Outlet Sewer Replacement in the amount of \$53,205.00. Motion passed 3-0. (SEE FILE "AGREEMENTS")

Order #13 Agenda #12

In the Matter of L.C. Highway – Indiana Department of Transportation Contract T-28782 Change Order No. 5 in the amount of \$2,581.44 for Randolph Street & 109th Avenue/Intersection Improvement.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – Indiana Department of Transportation Contract T-28782 Change Order No. 5 in the amount of \$2,581.44 for Randolph Street & 109th Avenue/Intersection Improvement. Motion passed 3-0.

Order #14 Agenda #13

In the Matter of L.C. Highway – County Utility Agreement with AT&T Midwest for buried telephone facilities, Project #6630474, 101st Street & Sheffield and on State Line Road between 101st and 101st Place, St. John, Indiana.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – County Utility Agreement with AT&T Midwest for buried telephone facilities, Project #6630474, 101st Street & Sheffield and on State Line Road between 101st and 101st Place, St. John, Indiana. Motion passed 3-0.

Order #14 Agenda #13 (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: Debbie Finney
Number: 219-4405

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

buried telephone facilities; re: Project #6630474

located at 101st & Sheffield, and on State Line Rd between 101st Av & 101st PL, Town of St. John.

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.

Debbie Finney
Applicant of Authorized Representative
Date of Signature 7/28/08

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA
Frances Dwyer
Member

Recommended for Approval by:
Lake County Highway Department

Member

Lake County Highway Department
8.13.2008

Member

ATTEST: Lake County Auditor

Order #14 Agenda #14

In the Matter of L.C. Highway – County Utility Agreement with AT&T Indiana for buried telephone facilities, Job #6231357, 101st Street & Mondorf Street, SE ¼ Sec. 36 T35N R10W.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – County Utility Agreement with AT&T Indiana for buried telephone facilities, Job #6231357, 101st Street & Mondorf Street, SE ¼ Sec. 36 T35N R10W. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and
AT&T INDIANA Eng. Debbie Finney
302 S. East St Crown Point, IN 46307 Tel. 219-662-9902
hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of _____
buried telephone facilities: re: job 6231357

located at 101st Street & Mondorf St. SE 1/4 sec. 36 T35N R10W
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.

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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.

Debbie Finney
Applicant of Authorized Representative
Date of Signature 9/16/08

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

Frances DuPey
Member

Recommended for Approval by:
[Signature]
Lake County Highway Department
[Signature] 8.13.2008
Lake County Highway Department

[Signature]
Member

[Signature]
Member

ATTEST: [Signature]
Lake County Auditor

Order #15 Agenda #15

In the Matter of L.C. Highway – Vendor Qualification Affidavit between Pavement Markings and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department.

DuPey made a motion, seconded by Allen, to approve the Vendor Qualification Affidavit with Pavement Markings on behalf of the L.C. Highway. Motion passed 3-0.

Order #16

EMERGENCY

The Highway Superintendent comes now before the Board to request permission to go out for emergency repairs to the Third Street Bridge in Hobart.

DuPey made a motion, seconded by Allen, to approve the seeking of emergency proposals for the Highway Department for Third Street Bridge in Hobart and ordered same to go with the lowest bidder immediately. Motion passed 3-0.

Boyd Construction

Reith-Riley

Ellas Construction

Dyer Construction

DuPey made a motion, seconded by Allen, to Declare Emergency Inspections on all those Bridges affected by the Flood. Motion passed 3-0.

Order #17 Agenda #17

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

DuPey made a motion, seconded by Allen, to accept the recommendation of the Sheriff's Department to award Security Automation Systems of Noblesville, IN with \$50,287.00 for the Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail. Motion passed 3-0.

LAKE COUNTY SHERIFF'S DEPARTMENT

2293 N. MAIN STREET
CROWN POINT, IN 46307
(219) 755-3400
FAX (219) 755-3371

Rogelio "Roy" Dominguez
Sheriff

"To Serve & Protect"

To: Lake County Board of Commissioners

From: Rogelio "Roy" Dominguez, Lake County Sheriff

Re: Bid for Replacement and Upgrade of the Existing System for the Remote Electronic Operation of Security Doors within the Lake County Jail

Date: September 16, 2008

Dear Commissioners:

This letter replaces the one previously sent on September 3, 2008. That letter showed a total for Security Automation Systems that was incorrect as a result of a calculation error. The correct information is contained below. The recommendation has not changed.

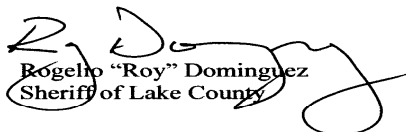
The Lake County Sheriff's Department has received two bids for the Replacement and Upgrade of the Existing System for the Remote Electronic Operation of Security Doors within the Lake County Jail. The Administrative Staff of the Lake County Jail has reviewed the bids. The bids compare as follows:

1. Security Automation Systems of Noblesville, IN for a total of **\$50,287.00** which includes Dell Computers, an upgrade to 19" monitors, Installation and Labor and a 3 year Service Agreement.
2. Stanley Convergent Security Solution of Noblesville, IN for a total of **\$69,750.00** which includes unnamed computer equipment which meets the minimum standard of the RFP, Installation and Labor and a 3 year Service Agreement.

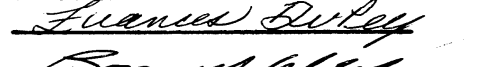


My recommendation is that the bid be awarded to Security Automation Systems of Noblesville, IN as the bids are for similar items and systems and they are the lowest and best bidder in the amount of **\$50,287.00**.

Thank you for your consideration in this matter.

Respectfully submitted,


Rogelio "Roy" Dominguez
Sheriff of Lake County

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




APPROVED THIS 17th DAY OF SEPTEMBER 2008

www.lakecountysheriff.com

Order #18 Agenda #18

In the Matter of L.C. Community Corrections – BIDS – Air Conditioning and Ventilation Building "G" Men's Work Release.

This being the day, time, and place for the receiving of bids for Air Conditioning and Ventilation Building "G" Men's Work Release for Community Corrections, the following bids were received:

Johnson Controls, Inc.	\$72,500.00
Mechanical Concepts	\$67,150.00

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

Order #18 Agenda #19

In the Matter of L.C. Community Corrections – BIDS – Electrical Building “G” Men’s Work Release.

This being the day, time, and place for the receiving of bids for Electrical Building “G” Men’s Work Release for Community Corrections, the following bids were received:

Continental Electric Company, Inc.	\$25,800.00
Credent Quality Electric Co., Inc.	\$34,520.00
Emcor Hyre Electric Co. of IN	\$29,500.00

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

Order #18 Agenda #20

In the Matter of L.C. Community Corrections – BIDS – General Construction Building “G” Men’s Work Release.

This being the day, time, and place for the receiving of bids for General Construction Building “G” Men’s Work Release for Community Corrections, the following bids were received:

Polet Construction LLC	\$196,400.00
Precision Builders Inc.	\$164,692.00
Gariup Construction Co., Inc.	\$288,200.00
Gough, Inc.	\$154,117.00

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

Order #18 Agenda #21

In the Matter of L.C. Community Corrections – BIDS – Plumbing Construction Building “G” Men’s Work Release.

This being the day, time, and place for the receiving of bids for Plumbing Building “G” Men’s Work Release for Community Corrections, the following bids were received:

LGS Plumbing, Inc.	\$88,800.00
Keough Mechanical Corp.	\$48,689.00
Mechanical Concepts, Inc.	\$77,800.00

DuPey made a motion, seconded by Allen, to take the above bids under advisement and refer to L.C. Community Corrections for tabulation and recommendation for award at the next meeting on October 8, 2008, not October 15, 2008. Motion passed 3-0.

Order #19 Agenda #22

In the Matter of L.C. Community Corrections – Amendment #1 EDS# D25-8-029 to the Agreement entered into with the Indiana Department of Correction.

DuPey made a motion, seconded by Allen, to sign the contract, Amendment #1 EDS# D25-8-029 to the Agreement entered into with the Indiana Department of Correction. Motion passed 3-0.

Order #19 Agenda #22 (cont'd)

AMENDMENT #1
EDS# D25-8-029

This is an amendment to the Agreement ("Agreement") entered into by and between the Indiana Department of Correction (the "Department") and Lake County Board of Commissioners (the "Grantee") that was entered into on July 1, 2008 for the period continuing through June 30, 2009 for the operation of a community corrections program.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

This Amendment provides funding for Lake County Community Corrections for the renovation and equipment costs of a Work Release Facility. The parties agree to the Work Release Requirements as set out in Attachment D (attached and incorporated by reference). The amendment is in the amount of \$319,375 for the period August 1, 2008 through June 30, 2009. This amount is over and above the amount of \$4,126,112 involved in the basic agreement for a total amount not to exceed \$4,445,487.

The following clauses in the Contract are amended as follows:

Purpose of this Grant Agreement: Paragraph 1 relating to payment is hereby amended to reflect the total amount of funding awarded to the grantee.

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 the subject of this Contract except as permitted by IC 4-13-2-20.

Clause 21, Confidentiality of State Information, is amended to add the following language:

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

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

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the grantee, or that he/she is the duly authorized representative, agent, member or officer of the grantee, that he/she has not, nor has any other member, employee, representative, agent or officer of the grantee, 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 Amendment other than that which appears upon the face hereof.

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

Edwin G. Buss, 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 L. DuRoi

Print or Type

Frances L. DuRoi

Signature

Date: 9-17-08

County Commissioner:

Amy Schenk

Print or Type

Amy Schenk

Signature

Date: 9-17-08

County Commissioner:

Print or Type

Signature

Date: _____

Auditor of Lake County:

PEGGY H. KATONA

Print or Type

Peggy H. Katona

Signature

Date: 9-17-08

Order #20 Agenda #23

In the Matter of L.C. Community Corrections – Permission to begin a Commissary Program for the Kimbrough Work Release Residents.

DuPey made a motion, seconded by Allen, to grant L.C. Community Corrections – Permission to begin a Commissary Program for the Kimbrough Work Release Residents with Canteen Correctional Services, same vendor as Sheriff's Department. Motion passed 3-0.

Order #21 Agenda #24

In the Matter of L.C. Surveyor – Agreement with The Sidwell Company.

DuPey made a motion, seconded by Allen, to approve the agreement with The Sidwell Company on behalf of the Lake County Surveyor. Motion passed 3-0. (SEE FILE "AGREEMENTS")

Order #22 Agenda #25

In the Matter of L.C. Assessor – BIDS – 2008 Annual Trending.

This being the day, time and place for the receiving of bids for 2008 Annual Trending for the Lake County Assessor, the following bids were received:

The Nexus Group \$336,000.00

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

Order #23 Agenda #26

In the Matter of L.C. Public Defender – Consulting Contract Amendment to the Agreement entered into with Derla R. Gross on December 19, 2007 for the year 2008 for an additional \$12,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract Amendment to the Agreement entered into with Derla R. Gross on December 19, 2007 for the year 2008 for an additional \$12,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT


This is an amendment to the Agreement entered into between Derla R. Gross and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on the 19th Day of December, 2007 for Conflicts Attorney Services for the Lake County Public Defender to be paid for out of the Lake County Public Defender's 2008 Budget.

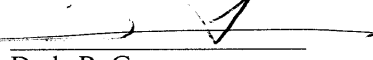
The contract is amended as follows: This is for an additional Twelve-Thousand (\$12,000.00) Dollars.

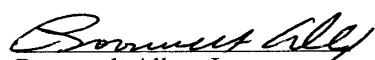
Approved this 17th of September 2008

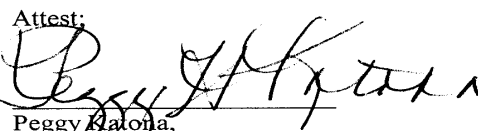
Board of Commissioners
Of the County of Lake

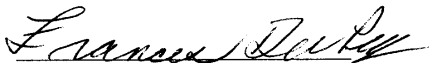
Consultant:


Gerry J. Scheub


Derla R. Gross


Roosevelt Allen, Jr.

Attest:

Peggy Katoja,
Lake County Auditor


Frances DuPey

Order #24 Agenda #27

In the Matter of L.C. Board of Elections and Registration – Seek Proposals – Moving of the Voting Machines for the November 4, 2008 General Election.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Board of Elections and Registration for Moving of the Voting Machines for the November 4, 2008 General Election and ordered same for bids to be returned by October 8, 2008 by 9:30am in the Auditor's Office. Motion passed 3-0.

Ferree Movers

On-Time Distribution

Order #25 Agenda #28

In the Matter of L.C. Treasurer – Consulting Contract Amendment to the Agreement entered into on February 21, 2007 with John Pangere for an additional \$20,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract Amendment to the Agreement entered into on February 21, 2007 with John Pangere for an additional \$20,000.00 at the rate of \$90.00 per hour on behalf of the Lake County Treasurer. Motion passed 3-0.

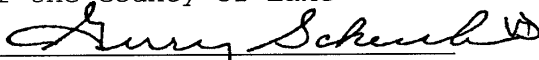
CONSULTING CONTRACT AMENDMENT

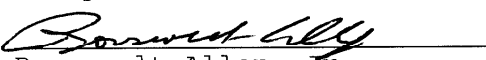
This is an amendment to the Agreement entered into between John Pangere and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer on the 20th day of February, 2008 for Contract Attorney Services with regard to Bankruptcy and pending cases for the year 2008.

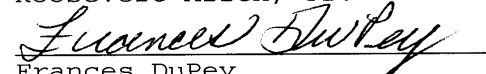
The contract is amended as follows: This is for an additional Twenty Thousand (\$20,000.00) dollars and at the rate of \$90.00 per hour.

Approved this 17th day of September, 2008

Board of Commissioners
of the County of Lake


Gerry J. Scheub



Roosevelt Allen, Jr.


Frances DuPey

Consultant:


John Pangere

Attest:


Peggy Kaubna,
Lake County Auditor

Order #26 Agenda #29

In the Matter of L.C. Recorder – Consulting Contract Amendment to the Agreement entered into on February 21, 2007 with Crowe Chizek and Company, LLC to extend the term from January 1, 2008 to February 8, 2008 at no additional cost.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract Amendment to the Agreement entered into on February 21, 2007 with Crowe Chizek and Company, LLC on behalf of the Lake County Recorder to extend the term from January 1, 2008 to February 8, 2008 at no additional cost.

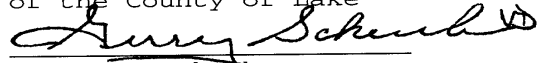
CONSULTING CONTRACT AMENDMENT

This is an Amendment to the Consulting Contract entered into between Crowe Chizek and Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder on the 21st day of February, 2007.

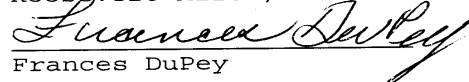
The contract is amended as follows: To be extended for the term from January 1, 2008 to February 8, 2008 at no additional dollars.

Approved this 17th day of September, 2008

Board of Commissioners
of the County of Lake


Gerry J. Scheub


Roosevelt Allen, Jr.


Frances DuPey

Attested:


Peggy Katoja,
Lake County Auditor

Order #27 Agenda #30

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

At this time the Board will allow for review by Attorney Irak and come back for motion.

Order #28 Agenda #31

In the Matter of L.C. Auditor – Vendor Qualification Affidavit with Labor Law Poster Service (OBA).

Allen made a motion, seconded by DuPey, to approve the Auditor's Vendor Qualification Affidavit with Labor Law Poster Service (OBA). Motion passed 3-0.

Order #29 Agenda #32

In the Matter of L.C. Prosecutor – Permission to Dispose of Property.

DuPey made a motion, seconded by Allen, to approve the L.C. Prosecutor to Dispose of Property. Motion passed 3-0.

Order #30 Agenda #33

In the Matter of L.C. Data Processing – Agreement with AT&T Global Services on behalf of AT&T Internet Services in the amount of \$550.00 per month.

DuPey made a motion, seconded by Allen, to approve the Agreement with Data Processing and AT&T Global Services on behalf of AT&T Internet Services in the amount of \$550.00 per month. Motion passed 3-0.

Order #31 Agenda #34

In the Matter of L.C. Plan Commission – Performance Bond Release in the amount of \$249,807.01 and Performance Bond Acceptance in the amount of \$334,705.00 for Silverthorn South Estates.

DuPey made a motion, seconded by Allen, to approve the Plan Commission's Performance Bond Release in the amount of \$249,807.01 and Performance Bond Acceptance in the amount of \$334,705.00 for Silverthorn South Estates. Motion passed 3-0.

Order #31 Agenda #34 (cont'd)

RELEASE

WHEREAS, **Howard and Susan Skorka** has on the 19th day of September 2007 filed a PERFORMANCE BOND (in the form of an Irrevocable Standby Letter of Credit No. 00907) issued by Centier Bank in the amount of two hundred and forty nine thousand eight hundred and seven dollars and 91/100 (\$249,807.01) for required improvements to **Silverthorn South Estates**.

The Board of Commissioners of the County of Lake does hereby release said PERFORMANCE BOND in the amount of two hundred and forty nine thousand eight hundred and seven dollars and 91/100 (\$249,807.01) effective this date.

Dated 17th day of September, 2008

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

LAKE COUNTY PLAN COMMISSION

DATE: September 4, 2008
SUBDIVISION: Silverthorn South Estates
BONDING COMPANY: Centier Bank
PETITIONER: Skorka, Inc.

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

TOTAL: \$334,705.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF SEPTEMBER, 2008

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

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

PEGGY KATONA, AUDITOR

Order #32

DISCUSSION

The Board discusses with Auditor Katona and her Tax Sale Department Supervisor, Gina Scheidt, the details of how the tax sale works so far as redemption and who can redeem property and as well asks questions of how and why the local Cities and Towns are buying tax sale properties and then the County loses the future tax revenue. The Board also asks the Auditor along with the Auditor Tax Sale Department Supervisor if we (County) can handle the Internet Tax Sale without an outside vendor (SRI), she replies yes.

The Board instructs the Auditor to meet with her staff then follow up with the Commissioners.

Order #33 Agenda #37

In the Matter of Board of Commissioners – Polet Construction, LLC Invoice #0088 in the amount of \$26,750.00 for Remodeling of the new North Township Assessor’s Office.

DuPey made a motion, seconded by Allen, to approve the Polet Construction, LLC Invoice #0088 in the amount of \$26,750.00 for Remodeling of the new North Township Assessor’s Office. Motion passed 3-0.

Order #34 Agenda #38

In the Matter of Board of Commissioners – All American Electric Invoice #8566-1 in the amount of \$6,346.00, Invoice #8566-2 in the amount of \$14,425.95, Invoice #8566-3 in the amount of \$2,937.52, Invoice #8566-4 in the amount of \$462.75 totaling Invoice #8566-5 in the amount of \$24,172.22 for the new North Township Assessor’s Office.

DuPey made a motion, seconded by Allen, to approve the Invoices for All American Electric totaling \$24,172.22 for the new North Township Assessor’s Office. Motion passed 3-0.

Order #35 Agenda #39

In the Matter of Quit-Claim Deed to Engineered Steel Concepts, Inc., Property ID 25-40-0122-0044.

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

Order #36 Agenda #40

In the Matter of Modification to Sale Policy.

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

Order #37 Agenda #30

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

After review by Attorney Irak, Allen made a motion, seconded by DuPey, to ratify the L.C. Emergency Management Agency – 2006 Chemical Sector Buffer Zone Protection Program Sub-Grant Agreement, CFDA #97.078, EDS# C44P-8-202A with the Indiana Department of Homeland Security in an amount not to exceed \$540,271.51. Motion passed 3-0.

Order #38 ADD Agenda #40A

In the Matter of Sav-Rx Prescription Services Pharmacy Benefits Agreement.

DuPey made a motion, seconded by Allen, to approve the Sav-Rx Prescription Services Pharmacy Benefits Agreement. Motion passed 3-0.

**SAV-RX PRESCRIPTION SERVICES
PHARMACY BENEFITS AGREEMENT**

This Pharmacy Benefit Management Agreement (the "Agreement"), is effective the October 1, 2008, by and between SAV-RX PRESCRIPTION SERVICES, 224 North Park Ave., Fremont, NE 68025, (hereinafter "Sav-Rx"), and Lake County Government (hereinafter "SPONSOR"). SPONSOR and Sav-Rx shall be collectively referred to as the "Parties".

RECITALS

Sav-Rx provides management of prescription drug programs/plans and administrative services which include claims administration and processing, mail service dispensing, provider networks as well as other management services to health maintenance organizations, preferred provider organizations, self insured employer sponsored health plans, and other providers and benefit plans.

SPONSOR desires to have Sav-Rx provide such services, under such terms and conditions herein provided, to members of such plans who are eligible for coverage ("Eligible Person(s)") under a health and welfare benefit plan ("Benefit Plan") provided by SPONSOR.

1. DEFINITIONS

- 1.1. "AWP" shall mean Average Wholesale Price as set forth in the current price list of recognized sources such as Medispan or First Data Bank's National Drug Data File.
- 1.2. "Cardholder" means a person in whose name and to whom an identification card is issued.
- 1.3. "Copayment" or "Deductible" means a dollar amount or percentage of prescription cost that an Eligible Person is responsible for paying to the pharmacy for a Covered Drug.
- 1.4. "Covered Drug" means any legend drug and any other drug or item which is ordered by a Physician by means of a prescription order or refill and which is compensable under the terms of an Eligible Person's Benefit Plan.
- 1.5. "Formulary" means a prescription drug formulary administered by Sav-Rx which lists drugs approved by the United States Food and Drug Administration that have been evaluated for inclusion on the Preferred Prescriptions Formulary ("Formulary").
- 1.6. "HIPAA" means the Health Insurance Portability and Accountability Act.
- 1.7. "Eligible Persons" shall mean and refer to eligible individuals legitimately enrolled in the Plan who are entitled to participate in the Plan's Pharmacy Benefit Program. An Eligible Person shall include all eligible subscribers, employees, members and other beneficiaries who are enrolled in the Plan and, if permitted by the Plan, such individuals' eligible and enrolled family dependents.

- 1.8. "Generic Drug" means a drug that is made by three or more manufacturers and identified by its chemical or non-proprietary name (as determined by the United States Adopted Names Council) that is accepted by the US Food and Drug Administration as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredients.
- 1.9. "Network Pharmacy" means a group of pharmacies designated by Sav-Rx to provide prescription services under this Agreement.
- 1.10. "Physician" means a Doctor of Medicine or other health care professional who is legally authorized to prescribe drugs and medications in the state in which he/she is licensed.

2. RELATIONSHIP OF SAV-RX AND SPONSOR

- 2.1. The relationship between Sav-Rx and SPONSOR is that of independent entities contracting for the sole purpose of carrying out the provisions of this Agreement and nothing herein or otherwise shall be construed to create any other relationship, including without limitation, that of employee, agent or representative.
- 2.2. This is an Agreement between Sav-Rx and SPONSOR and is not intended to create any rights or remedies in favor of any other party, including without limitation, an Eligible Person.
- 2.3. SPONSOR agrees that Sav-Rx shall be the sole provider for the purpose of administration of prescription drug services under SPONSOR's Benefit Plan.
- 2.4. SPONSOR retains all authority to interpret the Benefit Plan(s) to which this Agreement relates including, but not limited to, eligibility and interpretation of the Benefit Plan's terms.

3. RESPONSIBILITIES OF SPONSOR

- 3.1. SPONSOR shall compensate Sav-Rx according to the terms in Exhibit A.
- 3.2. SPONSOR shall provide Sav-Rx with an approved implementation list within a reasonable time prior to the effective date of the Benefit Plan, necessary to permit Sav-Rx to perform its duties. This information will include effective date, drug coverage and exclusions, reimbursement rates, copays, distribution of benefit cards, and age limitations. Subsequent changes in the Benefit Plan shall be in writing in accordance with the terms of Section 11 of the Agreement. Sav-Rx shall implement said changes within a mutually agreed upon time. SPONSOR also will provide any additional information described in Exhibit A.
- 3.3. SPONSOR will provide a complete file of all eligible members for each plan covered by this Agreement. This file will be provided on electronic media or printed eligibility reports acceptable to Sav-Rx. SPONSOR will be responsible for updating this information at least once monthly but no later than seven (7) days prior to the end of each month for the following month's eligibility. Sav-Rx may rely solely on this method of identifying Eligible Persons as proof of eligibility. In the event SPONSOR fails to update the eligibility information to Sav-Rx, SPONSOR is responsible for payment to Sav-Rx for all resulting claims.
- 3.4. SPONSOR agrees to reimburse Sav-Rx for federal, state, or local sales tax liability for Covered Drugs dispensed to or goods and services supplied to an Eligible Person. Sales

tax is defined as an excise tax based on consumer retail sales whether designated as a sales tax, gross receipts tax, retail consumption tax, value added tax or tax otherwise titled or styled. It includes any tax in existence or hereafter created, whether or not the bearer of the tax is the retailer or consumer.

- 3.5. SPONSOR shall notify Sav-Rx immediately if SPONSOR suspends business, becomes insolvent, makes an assignment for the benefit of creditors or becomes unable to pay its debts, or if any bankruptcy proceeding is filed by or against SPONSOR or any subsidiary or affiliate of SPONSOR, or if a receiver is appointed for any of SPONSOR's property.
- 3.6. Within thirty (30) days of any written request by the SPONSOR, but subject to any restrictions imposed by federal or state laws or regulations regarding the privacy of "protected health information," Sav-Rx shall allow the SPONSOR's designated independent third party auditor, to inspect, at reasonable times, all records of Sav-Rx. The SPONSOR may not audit Sav-Rx's records more frequently than annually. No audit may cover a period in excess of the twenty-four (24) months immediately preceding the date of the audit. The SPONSOR shall pay all costs associated with such audit.

All information reviewed by the SPONSOR pursuant to this subsection shall be subject to the confidentiality provisions of this Agreement and any independent auditor of the SPONSOR who is engaged to participate in an audit or other inspection under this provision shall be required to sign a written undertaking that it agrees to be bound by such confidentiality obligations.

4. RESPONSIBILITIES OF SAV-RX

- 4.1 Sav-Rx will provide an adequate number of Network Pharmacies that will be available to dispense medications on behalf of SPONSOR in the various geographical areas where the Benefit Plans are located.
- 4.2 Sav-Rx will provide the services described in this Agreement and outlined on the implementation schedule, in accordance with the professional judgment of the pharmacist.
- 4.3 Sav-Rx will adjudicate claims received from the Network Pharmacies and will process claims upon receipt from the Network Pharmacies in accordance with the terms of the Benefit Plans and this Agreement.
- 4.4 Sav-Rx will provide answers to most questions with a toll free number available to Benefit Plans and Eligible Persons. If Sav-Rx is unable to answer a question, it will be forwarded to SPONSOR's designated support service, or such other third party contractor as designated by SPONSOR.
- 4.5 Sav-Rx will provide SPONSOR with ad hoc management reports as requested by SPONSOR and agreed upon by Sav-Rx. Full cost of the reports will be disclosed and agreed upon by both parties, prior to development and production.

5. COMPENSATION

- 5.1 Sav-Rx will bill SPONSOR in accordance with the charges set forth in Exhibit A. Sav-Rx will provide the SPONSOR with a cycle billing statement. Billing runs on cycles ending the 1st, 11th and 21st of every month. Sav-Rx shall submit invoices, including medication costs and any other associated and agreed upon costs and fees as provided for in Exhibit A.

- 5.2 Payment of portions of invoices not disputed for good causes and not received by Sav-Rx within fifteen (15) days will accrue interest at a rate of 1.5 percent per month for each day or portion thereof on the outstanding balance from the date the bill was mailed to SPONSOR.
- 5.3 Invoices not paid in full within 15 days may result in a suspend status for prescription services for that group, as well as forfeiture of any and all payments due SPONSOR by Sav-Rx as outlined in Exhibit A, related to the specific invoices 15 or more days past due. SPONSOR guarantees it has the ability to pay Sav-Rx as required by this Agreement. SPONSOR shall provide satisfactory evidence of this ability upon request to Sav-Rx.
- 5.4 Sav-Rx will charge or bill Eligible Persons for pharmaceutical services not covered by the Benefit Plan and for copayments and deductibles as provided in the Benefit Plan.
- 5.5 Sav-Rx, in its sole and absolute discretion, shall enter into Rebate agreements ("Rebates"), on behalf of SPONSOR with drug manufacturers. SPONSOR shall participate only in Rebate agreements with drug manufacturers who offer rebates on qualifying products and whose products are listed on the Formulary. SPONSOR is eligible for 80% of rebates actually received related to SPONSOR claims, subject to the provisions of REBATES as set forth in Exhibit A attached hereto.
- 5.6 Rebates are subject to review and are offered based on the final plan design of the client. Rebates are based upon compliance with the Formulary and applicable Formulary support programs, if any. Any termination of services, in whole or in part, by SPONSOR during the term of this Agreement, will void all rebate agreements.

6 INSURANCE AND INDEMNITY

- 6.1 Sav-Rx shall indemnify and hold SPONSOR, its officers, directors, employees and agents (each an "Indemnified Party") harmless against any claim, injury, damage, loss, expense (including attorneys' fees) demand or judgment asserted against or incurred by any Indemnified Party arising out of a breach of the Agreement or negligent act, failure to act, or other faults, in connection with this Agreement by Sav-Rx, or any of its officers, directors, employees or agents.
- 6.2 SPONSOR shall indemnify and hold Sav-Rx, its officers, directors, employees and agents (each an "Indemnified Party") harmless against any claim, injury, damage, loss, expense (including attorneys' fees) demand or judgment asserted against or incurred by any Indemnified Party arising out of a breach of the Agreement or negligent act, failure to act, or other faults, in connection with this Agreement by SPONSOR, or any of its officers, directors, employees or agents.
- 6.3 Sav-Rx shall procure and maintain at all times while this Agreement is in effect such policies of general and professional liability insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising by reason of personal injury or death occasioned by activities of Sav-Rx in connection with and as required by this Agreement. Sav-Rx may self-insure and shall provide sufficient financial data upon request of SPONSOR to support Sav-Rx's ability to cover such liabilities.
- 6.4 Sav-Rx will require each Network Pharmacy to procure and maintain at all times policies of general and professional liability insurance, including malpractice, and other insurance as shall be necessary to insure it and its employees against any claim or claims for damages arising by reason of personal injury or death occasioned directly or indirectly in connection with dispensing of Covered Drugs and all other activities by the pharmacy. Each such policy

shall be an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per policy year.

7 TERM AND TERMINATION

- 7.1 This Agreement shall commence on the date hereof and shall remain in effect for an initial term of two (2) years and thereafter shall automatically renew for successive terms of one (1) year each unless terminated in writing pursuant to this Section 7.
- 7.2 In the event that SPONSOR fails to pay invoices from Sav-Rx in a timely manner as provided in Section 5, Sav-Rx has the right to discontinue coverage for all Eligible Persons until SPONSOR is current with all payments past due. Sav-Rx may terminate this Agreement immediately for repeated failure to pay in a timely manner.
- 7.3 In the event of a breach of this Agreement by either party, the other party may notify the party in breach in writing specifying the manner in which this Agreement has been breached, and this Agreement shall terminate automatically thirty (30) days after such notice unless the breach has been cured to the reasonable satisfaction of the non-breaching party.
- 7.4 In the event any governmental entity or court enacts a law, rule or regulation, or adopts new interpretations of existing laws, rules or regulations, or issues any order or policy, which renders the continued performance by any party under this Agreement unlawful, the party so affected shall have the right to immediately terminate this Agreement by giving written notice to the other parties.
- 7.5 If at any time during the term of this Agreement there shall be a petition filed by or against either party in any court pursuant to any statute either of the United States or any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of that party's property, or if either party makes an assignment for the benefit of creditors or petitions for or enters into such an assignment, the other party may immediately terminate this Agreement upon written notice to such party who filed or against whom was filed such petition or who made petition or entered into such assignment.

8 EFFECT OF TERMINATION

- 8.1 Except as herein otherwise provided, this Agreement shall be of no further force or effect as the date of termination except that each party will remain responsible for any obligations or liabilities arising from activities carried on by such party or its agents or employees during the period this Agreement was in effect.

9 CONFIDENTIALITY

- 9.1 This Agreement, Formulary, MAC List and similar documents provided by Sav-Rx to SPONSOR are proprietary and shall remain the sole property of Sav-Rx. The information contained in such documents and any data obtained by virtue thereof is considered confidential and shall not be released by SPONSOR to any third party without the written consent of Sav-Rx.
- 9.2 The information compiled, generated or provided to Sav-Rx pursuant to this Agreement, including any medical or pharmaceutical records of an Eligible Person, or dependent of an Eligible Person, are confidential. Sav-Rx will not, except as required by law or government order, release to any third party without SPONSOR's consent any such information or any other information relating to SPONSOR which Sav-Rx obtains as a result of or incident to the

relationship described in the Agreement, provided such information is not publicly available to Sav-Rx on a non-confidential basis. Sav-Rx shall within 24 hours notify SPONSOR of any request, subpoenas or other inquiry it receives to obtain any such records in Sav-Rx's custody.

9.3 The provisions of this Section 9.1 and 9.2 shall not apply if the information subject to the protections of said provisions was appropriately in the other party's possession prior to receiving such information in connection with this Agreement; is currently or subsequently becomes generally available to the public without inappropriate action by a party hereto; is developed internally by the other party without reference to such information; or is received from a third party which the receiving party reasonably believes had the right to disclose such information.

9.4 Sav-Rx shall, with respect to any protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended and any regulations thereto) received under this Agreement (i) not use or disclose protected health information other than as permitted under this Agreement or by law, (ii) use appropriate safeguards to prevent prohibited use or disclosure of protected health information.

10 ADVERTISING

10.1 Sav-Rx and Network Pharmacies retain the exclusive rights to their names and logos, together with all distinctive trademarks and/or service marks. Upon termination of this Agreement, SPONSOR agrees to immediately discontinue the use of any name, symbol or trademark belonging to Sav-Rx or the Network Pharmacies.

11 NOTICES

11.1 Any notices or other communications required or permitted hereunder may be sent by courier, FAX (receipt of which is confirmed), email, or by US Mail by either party to the other at the addresses indicated on the signature page of this Agreement. An address may be changed by written notice thereof by one party to the other.

11.2 Any notices or other communications given hereunder shall be deemed given upon receipt in the case of courier, FAX, or email delivery, and on the fifth day following the date of mailing in the case of mail delivery.

12 ASSIGNMENT

12.1 This Agreement may not be assigned by either party to any other person or entity without the express written consent of the other party, and any attempted assignment without such consent shall be void and of no force and effect. Any rights or duties hereunder may not be subcontracted or otherwise assigned or delegated by either party. SPONSOR shall immediately notify Sav-Rx in the event of a change of ownership or control on the operations of SPONSOR, and Sav-Rx shall immediately notify SPONSOR in the event of a change of ownership or control on the operations of Sav-Rx.

13. FORCE MAJEURE

13.1 A party shall not be deemed to have breached the Agreement if its delay or failure to perform all or any part of its obligations hereunder results from a condition beyond its reasonable control, including without limitation, acts of God or the public enemy, statute, or rule or action of any federal, state or local government agency.

14. AMENDMENTS

14.1 This Agreement may not be amended or modified by either party without the express written consent of the other, except as otherwise provided in the Agreement.

15. APPLICABLE LAW

15.1 This Agreement shall be governed by the laws of Nebraska without regard to choice of law provisions except to the extent preempted by federal law.

16. MISCELLANEOUS PROVISIONS

16.1 This Agreement, and the attached Exhibits and Addendums hereto, constitutes the entire Agreement between Sav-Rx and SPONSOR and supersedes any and all prior agreements or understandings between the parties. Failure by either party to exercise any of its rights arising in respect to any breach or violation of this Agreement shall not be a waiver of its right to exercise any rights arising with respect to any subsequent breach or violation. In the event any term or provision contained in this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforcement of any other term or provision contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fremont, Nebraska this _____ day of _____.

SPONSOR
By: _____
Signature
Name
Title

Sav-Rx Prescription Services
By: Christy Pitt
Signature
Name
Title
EVP

Address: _____

Address: 224 N Park Ave
Fremont, NE 68025
402-753-2800

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Francis D. Day
Ronald G. Hill
Darryl Schenk
APPROVED THIS 17th DAY OF September 2008

EXHIBIT A

SPONSOR: Lake County Government**COVERED SERVICES**

All Federal legend drugs on unrestricted formulary.
Compound medication containing at least one Federal legend ingredient.

EXCLUDED DRUGS

Determined by the SPONSOR

GENERIC USE

Generic prescription drugs* will be dispensed using the following guidelines: only AB rated generic drugs. Mandatory generic substitution is required unless the prescription is written "Dispense As Written" or DAW as indicated on the plan design approved by SPONSOR. See Sav-Rx Plan Design in the Implementation Outline.

COMPENSATION

The prescription drug costs are as follows:

Retail Service: Average Wholesale Price (AWP) less 16 % plus \$1.75 dispensing fee plus \$0.49 administrative fee (per claim) for brand name drugs. MAC or AWP less 45% plus \$1.75 dispensing fee plus \$0.49 administrative fee (per claim) for generic drugs.

Mail Order: Average Wholesale Price (AWP) less 22 % plus \$0.00 dispensing fee plus \$0.00 administrative fee (per claim) for brand name drugs. MAC or AWP less 60 % plus \$0.00 dispensing fee plus \$0.00 administrative fee (per claim) for generic drugs.

Specialty Drugs:

Tier One	AWP minus 16-17%
Tier Two	AWP minus 18-25%
Tier Three	AWP minus 26-56%
Dispensing Fees	\$0.00 per prescription
Administrative Fees	\$0.00 per prescription

Optional or Additional Services: Paper submitted claims @ \$1.50/member.

* Generic prescription drug is defined in Section 1.8 of this Agreement.

The above rates are based on the following:

- All prescription claims must be filled at a Sav-Rx Network Pharmacy.
- Eligibility must be member based, with a person code that identifies all employees and family members.
- Changes to Drug Pricing Benchmark. Client acknowledges that the drug pricing contained in this Agreement is based on an industry wide benchmark called Average Wholesale Price or AWP. Client agrees that if this benchmark or the methodology for applying this benchmark changes at any time during the term of this Agreement, the parties will reopen the Agreement to negotiate a pricing formula that reflects the parties interest, and is consistent with the current pricing formula, using a benchmark that is a standard in the industry and agreed to by both parties. Sav-Rx will provide notice of such a change to Client and Client agrees to begin negotiations on changes to the pricing formula no later than ten (10) days following receipt of such notice. If no agreement is reached, either party may terminate this agreement on 30 days notice.

REBATES

Sav-Rx will turn over to SPONSOR 80% of the pharmaceutical manufacturer revenue it collects. Rebates will be paid to SPONSOR in accordance with Section 5 after the rebates are collected.

Order #38 ADD Agenda #40B

In the Matter of Lake County Emergency Management Agency Proclamation Authority.

Allen made a motion, seconded by DuPey, to ratify the Lake County Emergency Management Agency Proclamation Authority. Motion passed 3-0.

**LAKE COUNTY HOMELAND SECURITY/
EMERGENCY MANAGEMENT AGENCY
PROCLAMATION AUTHORITY**

Where as, Lake County Indiana has been or is immediately threatened by a natural/manmade/technological hazard. and:

DATE: September 15, 2008 TIME: 8:00 A.M. CST

SITUATION ASSESSMENT: Severe Flooding

DURATION OF HAZARD: Friday, September 12, 2008 through Thursday, September 18, 2008

Now, therefore, we, the Lake County Board of Commissioners, declare that a state of emergency exists in the county and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance to this proclamation, to be in full force and effect in the county for the exercise of all necessary emergency authority for protection with a minimum of interruption.

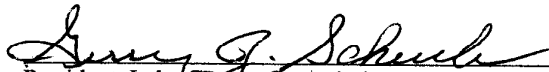
Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Section 10-4-1-23 of the Indiana Code.

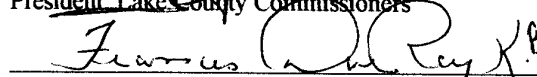
All public officers and employees of Lake County are hereby directed to exercise the utmost diligence in the discharge of duties of them for the duration of the emergency and in execution of emergency laws, regulations, and directives—state and local.

All citizens are called upon and directo complies with necessary emergency measures, to cooperate with public officials and disaster services forces in execution emergency operations plans, and obeys and complies with the lawful directions, which properly identifies officers.

All operation forces will direct their communications and requests for assistance and operations directly to the Emergency Operating Center.

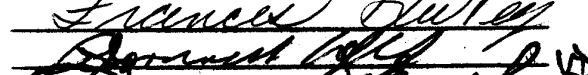


In witness, whereof, we have hereunto set out hand this 15th day of September, 20 08


President Lake County Commissioners


Lake County Commissioners


Lake County Commissioners

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RATIFIED THIS 15TH DAY OF Sept. 20 08

Order #39 ADD Agenda #40C

In the Matter of Resolution Honoring WJOB-AM (1230) Radio for Distinguished Reporting During Emergencies.

DuPey made a motion, seconded by Allen, to approve the Resolution Honoring WJOB-AM (1230) Radio for Distinguished Reporting During Emergencies. Motion passed 3-0.

RESOLUTION**HONORING
WJOB-AM (1230) RADIO
FOR DISTINGUISHED REPORTING DURING EMERGENCIES**

Whereas, WJOB Radio is located on Olcott Avenue in Hammond, Indiana, and owned and operated by Jim and Alexis Vazquez Dedelow, and;

Whereas, WJOB Radio is where the citizens of Lake County tune in to hear the news on local events, politics, sports, weather, and emergencies, and;

Whereas, WJOB Radio went into crisis mode as of Sunday morning beginning all-day flood coverage continuing into Monday, giving the citizens of Lake County information on road closures, school closures, and helping it's citizens maneuver around flooded streets to reach their destinations safely.

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake wish to honor, sincerely congratulate and thank WJOB Radio for their outstanding and insightful flood coverage in keeping the citizens of Lake County safe. We convey our sincere best wishes and keep up the good work.

Approved this 17th day of September, 2008

**BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE**

Frances DuPey
Frances DuPey

Roosevelt Allen, Jr.
Roosevelt Allen, Jr.

Gerry J. Scheub
Gerry J. Scheub



Order #40 Agenda #41A

In the Matter of Approval and Review of Minutes of Regular Meeting of Wednesday, January 16, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, January 16, 2008. Motion passed 3-0.

Order #40 Agenda #41B

In the Matter of Approval and Review of Minutes of Regular Meeting of February 20, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, February 20, 2008. Motion passed 3-0.

Order #40 Agenda #41C

In the Matter of Approval and Review of Minutes of Regular Meeting of Wednesday, March 19, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, March 19, 2008. Motion passed 3-0.

Order #40 Agenda #41D

In the Matter of Approval and Review of Minutes of Regular Meeting of Wednesday, April 16, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, April 16, 2008. Motion passed 3-0.

Order #41 Agenda #42

In the Matter of Lake County Expense Claims to be allowed Wednesday, September 17, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, September 17, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order #42 Agenda #43

In the Matter of Service Agreements

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

L C COMMUNITY CORRECTIONS W/ Monroe Pest

Order #43 Agenda #44

In the Matter of Poor Relief Decisions

DuPey made a motion, seconded by Allen, to defer the approval of the Poor Relief Decisions until meeting with Clyde Jones concerning Township Guidelines. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to ratify the Poor Relief Decisions that have been made up until this point. Motion passed 3-0.

Diana Smith	Approved
Jacklyn Marshall	Approved
James Carter	Approved
Valerie McClenon	Approved
Georgia Manuel	Approved on condition
Oscar Miller	Approved
Edward Brown	Approved
Marilyn Tolbert	Approved
Lora Johnson	Approved
Valerie Metcalf	Approved on condition
Faeisha Nelson	Approved
Kuiana Daniels	Approved
Genevie Joyner	Approved
Tiffany Hale	Approved
Christine Johnson	Approved
Artavia Bateman	Approved
Anthlena Horton	Approved
Jamie Rouse	Approved
Shelly Jenkins	Approved
Brenda Porter	Approved
James Person	Approved
Marrietta Blisset	Approved
Kimberly Sykes	Approved
Michael Stansil	Approved
Daniel Rosario	Approved
Rhonda Crouch	Approved
Patricia Robinson	Approved on condition
Larry Brooks	Approved
LaToya Crowder	Remanded to township for further consideration and review
JoAnn Doty	Denied for appellant's failure to appear
Tamika Mask	Denied for appellant's failure to appear
Jose Almodovar	Denied for appellant's failure to appear
Elizabeth Marshall	Denied for appellant's failure to appear
Andrea Moore	Denied for appellant's failure to appear
Dewayne Bond	Denied for appellant's failure to appear
Sandra Nowlin	Denied for appellant's failure to appear
Robert Zube	Denied
Etta Collins	Denied
Kevin White	Denied
Monique Kaufman	Denied
LaTanya Johnson	Remanded to township for further consideration and review
Brenda Scott	Denied for appellant's failure to appear
Raychelle Colbert	Denied for appellant's failure to appear
Nathaniel Haden	Denied for appellant's failure to appear
Karl Powell	Denied for appellant's failure to appear
Rosario McCloud	Denied for appellant's failure to appear
Debra Gallagher	Denied for appellant's failure to appear

Order #43 Agenda #44 (cont'd)

Krista Lampe	Denied for appellant's failure to appear
Nathaniel Mathis	Denied for appellant's failure to appear
Randall Aaron	Denied
Kenya McCallum	Denied
Michael Raymond	Denied for appellant's failure to appear
Yvonne King	Denied for appellant's failure to appear
David Smith	Denied
Joyce Owens	Denied for appellant's failure to appear
Davetta Spencer	Denied
Beverly McDonald	Denied
Sharon Lowe	Denied
Wanda Morgan	Denied for appellant's failure to appear
Ollie Love	Denied for appellant's failure to appear
Jacqueline Malaine	Denied for appellant's failure to appear
Stephanie Henneghan	Denied for appellant's failure to appear
Traci Lowe	Denied for appellant's failure to appear
Jacquese James	Denied for appellant's failure to appear
Toni James	Denied for appellant's failure to appear
Arnold McMiller	Denied for appellant's failure to appear
Yvonne Carsen	Denied for appellant's failure to appear
Margaret Turner	Denied for appellant's failure to appear
Prentis Sanders	Denied for appellant's failure to appear
Ana Zamora	Denied for appellant's failure to appear
Mary Thomas	Denied for appellant's failure to appear
Emanuel Green	Denied for appellant's failure to appear
Maurice Campbell	Remanded to township for further consideration and review
Sheryl Jackson	Denied
Robert Wiltzier	Denied
Dorothy William	Denied
Sonja McSwain	Denied
Gladys Long	Denied
Lashaunda Williams	Denied for appellant's failure to appear
Carolyn Hill	Denied for appellant's failure to appear
Mildred Brown	Denied for appellant's failure to appear
Dierdre Griffin	Denied for appellant's failure to appear
Johnny Johnson	Denied
Colyn Lambert	Denied for appellant's failure to appear
Regina Mitchell	Denied
Christina Howard	Denied for appellant's failure to appear
Mary Tipton	Approved
Alice Escamilla	Approved
Cheryl High	Approved on condition
Antoinette Bowman	Approved
Donna Jennings	Approved
Romlei Manson	Approved
Anna Robinson	Approved
Yasin Toles	Approved
Joi Applewhite	Approved
Cornelius Boykin	Approved
Connie Johnson	Approved
Maria Moore	Approved
Kewanna Heard	Approved
Jacquely Chandler	Approved
Alicia Jackson	Approved
Dorothy Taylor	Approved
Sharlet Saxton	Approved
Mary Pickens	Approved
Belinda Moore	Approved
Cynthia Roscoe	Approved
Phyllis Freeman	Approved
Valerie Tavarey	Approved on condition
Melvyn Williams	Approved
Ola Smith	Approved
JoAnn Hooker	Approved
Judyette Ambrose	Approved
Marie Haggs	Approved
Gregory Oates	Approved
Frank Starks	Approved
Larene Bradley	Approved
Annie McGowan	Approved
Paula Mays	Approved
Sonja Barnes	Approved and Remanded to township for further consideration and review for August
Lakea Sewell	Approved
Erica Torres	Approved
Rosalind Portis	Approved
Barbara Biancardi	Approved
Pamela Briggs	Approved

Order #44 Agenda #47

In the Matter of L.C. Council Ordinance No 1302F

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No 1302F, an Ordinance Creating the Lake County Cumulative Helicopter Improvement Fund, a Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1302F

ORDINANCE CREATING THE LAKE COUNTY CUMULATIVE HELICOPTER IMPROVEMENT FUND, A NON-REVERTING FUND

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** on August 13, 2008, the Lake County Council committed to the purchase of a single helicopter from American Eurocopter, Inc. as specified in the contract between American Eurocopter, Inc. and the Lake County Board of Commissioners; and to support the funding through a Master Lease/Purchase Agreement with Public Finance.Com, Inc. as approved by the Lake County Board of Commissioners; and
- WHEREAS,** the Lake County Council desires to establish the Lake County Cumulative Helicopter Improvement Fund, a non-reverting fund, for deposit of money to be used to support the funding of the American Eurocopter helicopter.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Cumulative Helicopter Improvement Fund, a non-reverting Fund (Fund) is hereby established for deposit and use of money to support the purchase of the American Eurocopter helicopter as specified in the contract between American Eurocopter, Inc. and the Lake County Board of Commissioners.
2. That the money used for the purchase of the American

Eurocopter helicopter shall be deposited in the Fund as required in order to make payments to American Eurocopter, Inc. for its contract approved by the Lake County Board of Commissioners.

3. That the money in the Fund shall be appropriated only by the Lake County Council as provided by law.
4. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in the Lake County Cumulative Helicopter Improvement Fund, a non-reverting Fund.

SO ORDAINED THIS 20th DAY OF AUGUST, 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

Ludene H. Harty
Bonnie Ball
Harry Schenk
APPROVED THIS 17th DAY OF September, 2008

Order #44 Agenda #47

In the Matter of L.C. Council Ordinance No 1285B-7

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No 1285B-7, an Ordinance Amending Ordinance 1285-B Lake County Human Resources Manual. Motion passed 3-0.

ORDINANCE NO. 1285B-7

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

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

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1285-B adopted on March 13, 2007 be amended as follows:

DELETE:

Early Retirement Plan Options.

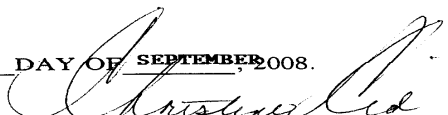
B. Retirement options open July 1, 2008 and continue through December 31, 2008. Early retirement option applicants must file with the Human Resources Department (Insurance Dept.) not later than August 29, 2008 to qualify. Employees must also be enrolled in the Lake County Employees Group Health Insurance Plan and currently receiving benefits to qualify. The Lake County Council reserves the right to eliminate all positions vacated due to early retirement.

INSERT: (NEW)

Early Retirement Plan Options.

B. Retirement options open July 1, 2008 and continue through December 31, 2008. Early retirement option applicants must file with the Human Resources Department (Insurance Dept.) not later than November 1, 2008 to qualify. Employees must also be enrolled in the Lake County Employees Group Health Insurance Plan and currently receiving benefits to qualify. The Lake County Council reserves the right to eliminate all positions vacated due to early retirement.

SO ORDAINED THIS 9th DAY OF SEPTEMBER 2008.


CHRISTINE CID, President




LARRY BLANCHARD


ERNIE DILLON

THOMAS O'DONNELL


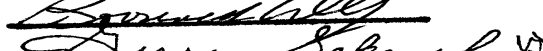


ELSIE FRANKLIN


TED F. BILSKI


JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




APPROVED THIS 17th DAY OF SEPTEMBER 2008.

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-129

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-129, a Resolution Transferring \$180,500.00 From the Self-Insurance Fund (Fund No. 541) To the Cumulative Helicopter Improvement Fund, Fund No. . Motion passed 3-0.

RESOLUTION NO. 08-129

**RESOLUTION TRANSFERRING \$180,500.00
FROM THE SELF-INSURANCE FUND (FUND NO. 541)
TO THE CUMULATIVE HELICOPTER IMPROVEMENT FUND, FUND NO. _____**

WHEREAS, the Lake County Council committed to the purchase of a helicopter from American Eurocopter, Inc. on August 13, 2008 and to support the funding through a Master Lease/Purchase Agreement as approved by the Lake County Board of Commissioners; and

WHEREAS, it is necessary to make transfers for the funding of the helicopter; and

WHEREAS, the Lake County Council desires to transfer \$180,500.00 from the Self Insurance Fund (Fund No. 541) to the Cumulative Helicopter Improvement Fund (Fund No.) to support the funding and payments pursuant to the Master Lease/Purchase Agreement.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$180,500.00 from the Self Insurance Fund (Fund No. 541) to the Cumulative Helicopter Improvement Fund (Fund No.), to be used for the purchase a single helicopter.



SO RESOLVED THIS 9th DAY OF SEPTEMBER, 2008.

	NO	
	CHRISTINE CID, President	NO
	BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE	ERNIE DILLON
LARRY BLANCHARD		
		ELSIE FRANKLIN
THOMAS O'DONNELL		
	APPROVED THIS <u>17th</u> DAY OF <u>September</u> 20 <u>08</u>	JEROME A. PRINCE
FED F. BILSKI	Members of the Lake County Council	

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-128

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-128, a Resolution Transferring \$500,000.00 From the General Fund (Fund No. 001) To the Cumulative Helicopter Improvement Fund, Fund No. . Motion passed 3-0.

RESOLUTION NO. 08-128

**RESOLUTION TRANSFERRING \$500,000.00
FROM THE GENERAL FUND (FUND NO. 001)
TO THE CUMULATIVE HELICOPTER IMPROVEMENT FUND, FUND NO. _____**

WHEREAS, the Lake County Council committed to the purchase of a helicopter from American Eurocopter, Inc. on August 13, 2008 and to support the funding through a Master Lease/Purchase Agreement as approved by the Lake County Board of Commissioners; and

WHEREAS, it is necessary to make transfers for the funding of the helicopter; and

WHEREAS, the Lake County Council desires to transfer \$500,000.00 from the General Fund (Fund No. 001) to the Cumulative Helicopter Improvement Fund (Fund No.) to support the funding and make the payments pursuant to the Master Lease/Purchase Agreement.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$500,000.00 from the General Fund (Fund No. 001) to the Cumulative Helicopter Improvement Fund (Fund No.), to be used for the purchase a single helicopter.



SO RESOLVED THIS 9th DAY OF SEPTEMBER, 2008.

Christine CID
NO
CHRISTINE CID, President

LARRY BLANCHARD
LARRY BLANCHARD

THOMAS O'DONNELL
THOMAS O'DONNELL

TED F. BILSKI
TED F. BILSKI

Members of the Lake County Council

ERNIE DILLON
NO
ERNIE DILLON

ELSIE FRANKLIN
ELSIE FRANKLIN

JEROME A. PRINCE
JEROME A. PRINCE

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

FRANCIS HALEY
FRANCIS HALEY

LARRY SCHAUB
LARRY SCHAUB

APPROVED THIS 17th DAY OF September 2008

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-127

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-127, a Resolution Transferring \$500,000.00 From the Gambling Admission Tax Fund (Fund No. 196) To the County Highway Fund (Fund No. 102). Motion passed 3-0.

RESOLUTION NO. 08-127

**RESOLUTION TRANSFERRING \$500,000.00
FROM THE GAMBLING ADMISSION TAX FUND (FUND NO. 196)
TO THE COUNTY HIGHWAY FUND (FUND NO. 102)**

WHEREAS, the Lake County Highway Department requires additional money for road materials and snow removal material for the winter season; and

WHEREAS, the Lake County Highway Department requests the transfer of \$500,000.00 from the Gambling Admission Tax Fund (Fund No. 196) to the County Highway Fund (Fund No. 102) to pay the additional road materials and snow removal materials for the winter season.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council approves the transfer of \$500,000.00 from the Gambling Admission Tax Fund (Fund No. 196) to the County Highway Fund (Fund No. 102), to be used for road materials and snow removal materials for the winter season.

SO RESOLVED THIS 9th DAY OF SEPTEMBER, 2008.



Christine CID
CHRISTINE CID, President

Larry Blanchard
LARRY BLANCHARD

Ernie Dillon
ERNIE DILLON

THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

ABSTAIN
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Barney Allen
Larry Schuch
APPROVED THIS 17th DAY OF September 20 08

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-126

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-126, a Resolution Honoring David Neville III, Gold Medallist at the 2008 Beijing Olympics. Motion passed 3-0.

RESOLUTION NO. 08-126

**RESOLUTION HONORING DAVID NEVILLE III,
GOLD MEDALIST AT THE 2008 BEIJING OLYMPICS**

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

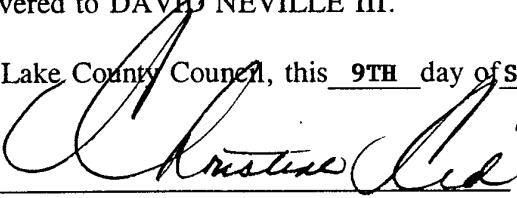
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and


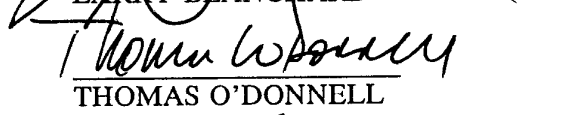
WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and



WHEREAS, DAVID NEVILLE III, a graduate of Merrillville High School won a Gold Medal on August 23, 2008 in the Men's Track and Field 4 x 400 Meters Relay at the Beijing Olympics.

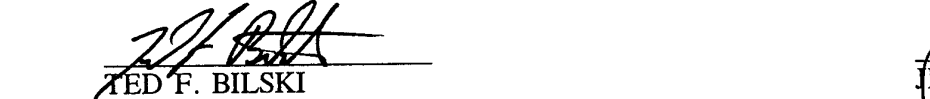

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to DAVID NEVILLE III for capturing the Gold Medal in the 4 x 400 Meters Relay at the 2008 Beijing Olympics; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to DAVID NEVILLE III.

DULY ADOPTED by the Lake County Council, this 9TH day of SEPTEMBER, 2008.

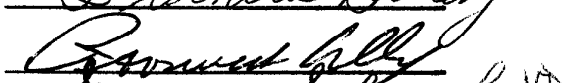
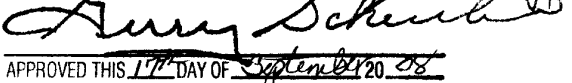


CHRISTINE CID, President

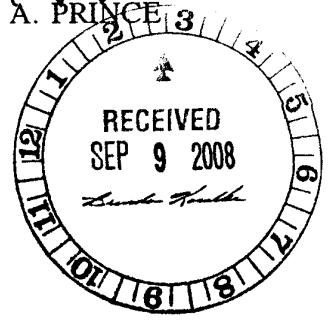

LARRY BLANCHARD

THOMAS O'DONNELL


ERNIE DILLON

ETSIE FRANKLIN


TED F. BILSKI
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Members of the Lake County Council


JEROME A. PRINCE




APPROVED THIS 17TH DAY OF September 2008



Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-125

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-125, a Resolution Honoring David Neville III, Bronze Medallist at the 2008 Beijing Olympics. Motion passed 3-0.

RESOLUTION NO. 08-125

**RESOLUTION HONORING DAVID NEVILLE III
BRONZE MEDALIST AT THE 2008 BEIJING OLYMPICS**

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

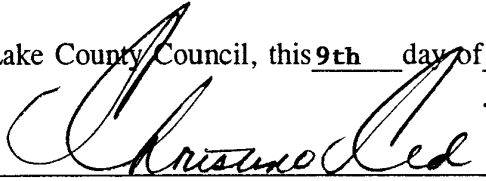
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and


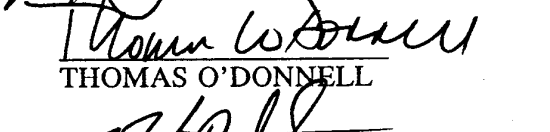

WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and


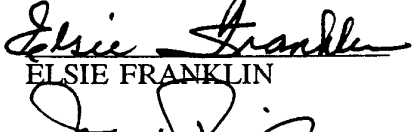
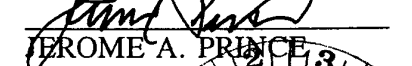
WHEREAS, DAVID NEVILLE III, a graduate of Merrillville High School won a Bronze Medal on August 21, 2008 in the Men's Track and Field 400 Meters at the Beijing Olympics.

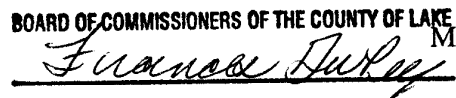
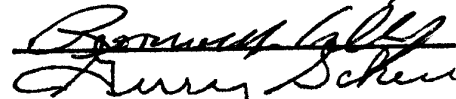
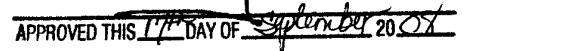
NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County extend congratulations and praise to DAVID NEVILLE III, for capturing the Bronze Medal in the Men's 400 Meters at the 2008 Beijing Olympics; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to DAVID NEVILLE III.

DULY ADOPTED by the Lake County Council, this 9th day of SEPTEMBER, 2008.


CHRISTINE CID, President


LARRY BLANCHARD

THOMAS O'DONNELL

TED F. BILSKI


ERNIE DILLON

ELSIE FRANKLIN

JEROME A. PRINCE

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



APPROVED THIS 17th DAY OF September, 2008



Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-124

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-124, a Resolution Honoring Munster's 14-Year-Old Babe Ruth All Star Team. Motion passed 3-0.

RESOLUTION NO. 08-124

**RESOLUTION HONORING MUNSTER'S
14 YEAR OLD BABE RUTH ALL STAR TEAM**

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


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

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

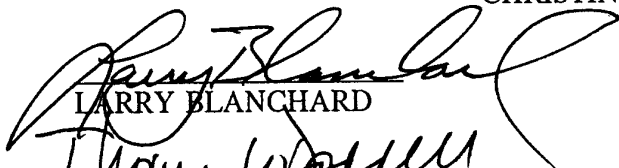
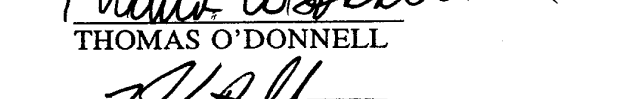
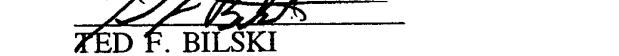
WHEREAS, the Munster 14 Year Old Babe Ruth All Star Team, has captured the Indiana State Championship in Noblesville, Indiana.


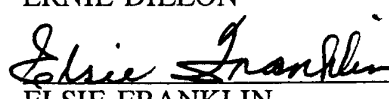
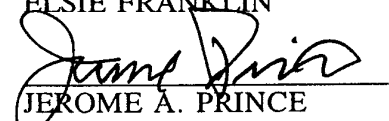
NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the young men of the Munster 14 Year Old Babe Ruth All Star Team, the Indiana State Champions, and always for Lake County.

DATED THIS 9th day of September, 2008.

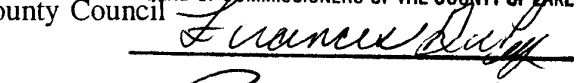
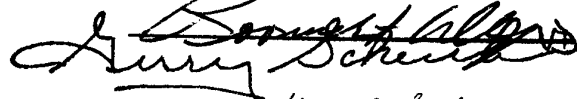

CHRISTINE CID, President




LARRY BLANCHARD

THOMAS O'DONNELL

TED F. BILSKI


ERNIE DILLON

ELSIE FRANKLIN

JEROME A. PRINCE

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



APPROVED THIS 17th DAY OF September 20 08

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-123

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-123, a Resolution Honoring Munster's 13 Year Old Babe Ruth All Star Team. Motion passed 3-0.

RESOLUTION NO. 08-123

**RESOLUTION HONORING MUNSTER'S
13 YEAR OLD BABE RUTH ALL STAR TEAM**

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

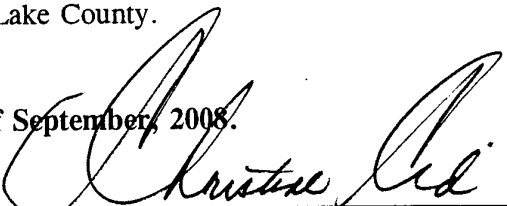
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

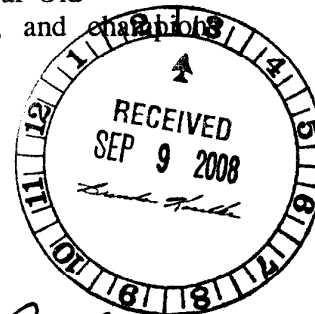
WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

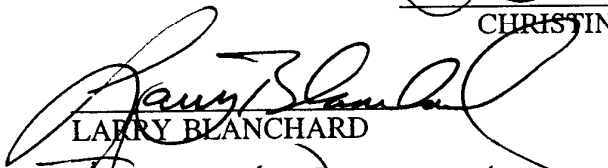
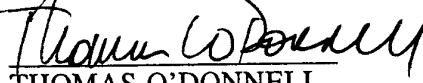
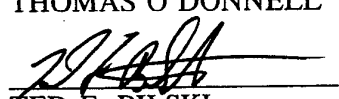
WHEREAS, the Munster 13 Year Old Babe Ruth All Star Team, has captured the Indiana State Championship on July 28, 2008 in Logansport, Indiana.

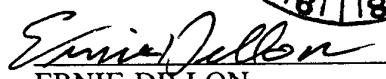

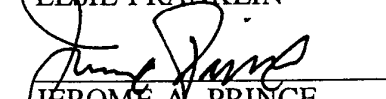
NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the young men of the Munster 13 Year Old Babe Ruth All Star Team, the Indiana State Champions, and champions always for Lake County.

DATED THIS 9th day of September, 2008.

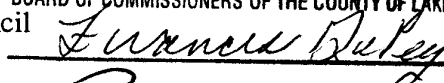
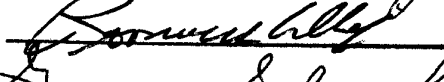


CHRISTINE CID, President




LARRY BLANCHARD

THOMAS O'DONNELL

TED F. BILSKI


ERNIE DILLON

ELSIE FRANKLIN

JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 17th DAY OF September 20 08

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-130

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-130, a Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts From the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-130

**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 & Health Services</u>
Dr. William Pierce	\$ 5,003.32

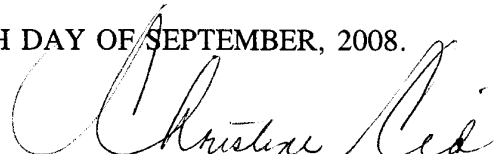
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

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 & Health Services</u>
Dr. William Pierce	\$ 5,003.32

SO RESOLVED THIS 9TH DAY OF SEPTEMBER, 2008.


 CHRISTINE CID, President



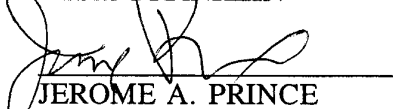

 LARRY BLANCHARD


 ERNIE DILLON

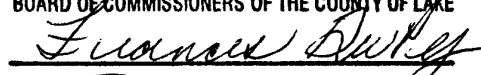
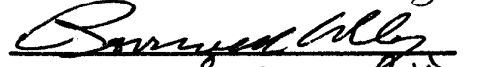
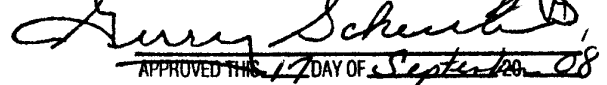
THOMAS O'DONNELL


 ELSIE FRANKLIN

TED F. BILSKI


 JEROME A. PRINCE

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




 APPROVED THIS 17 DAY OF September 2008

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-132

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-132, a Resolution Permitting Lake County Sheriff to Pay Outstanding 2007 Jail Invoices/Debts From the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-132

**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>
Superior Air Ground Ambulance Service	\$ 3,765.63

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>
Superior Air Ground Ambulance Service	\$ 3,765.63

SO RESOLVED THIS 9TH DAY OF SEPTEMBER, 2008.



Christine CID

 CHRISTINE CID, President

Larry Blanchard

 LARRY BLANCHARD

Ernie Dillon

 ERNIE DILLON

THOMAS O'DONNELL
T. O'Donnell

 TED F. BILSKI

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

Ronald Allen

 APPROVED THIS 17 DAY OF September 2008

Order #44 Agenda #47

In the Matter of L.C. Council Resolution No 08-131

DuPey made a motion, seconded by Allen, to approve the L.C. Council Resolution No 08-131, a Resolution Permitting Lake County Sheriff to Pay Outstanding 2005, 2006, and 2007 Jail Invoices/Debts From the 2008 Budget. Motion passed 3-0.

RESOLUTION NO. 08-131

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>
Dr. Rodolfo Jao	\$ 10,255.00

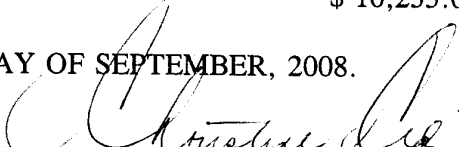
WHEREAS, the Sheriff's Department desires to pay the above jail invoices/debts due.

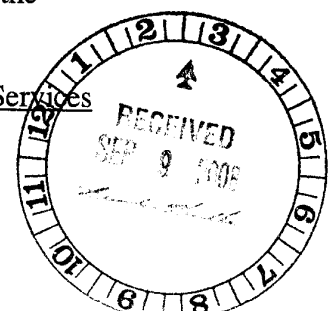
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Dr. Rodolfo Jao	\$ 10,255.00

SO RESOLVED THIS 9TH DAY OF SEPTEMBER, 2008.

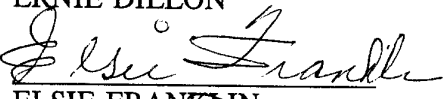

 CHRISTINE CID, President



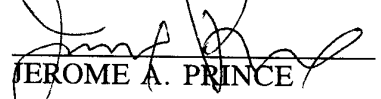

 LARRY BLANCHARD


 ERNIE DILLON

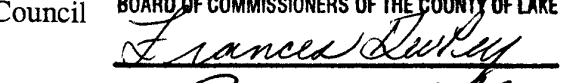
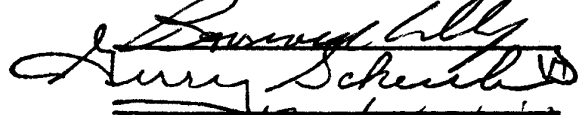
THOMAS O'DONNELL


 ELSIE FRANKLIN


 TED F. BILSKI


 JEROME A. PRINCE

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



 APPROVED THIS 17 DAY OF September 20 08

Order #45 Agenda #48

In the Matter of Appointment: Lake County Convention and Tourism Board – Republican.

Allen made a motion, seconded by DuPey, to remove Patty Wallace from the Lake County Convention and Tourism Board, Ms. Wallace has not appeared at a meeting for approximately a year and six months. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to appoint Republican Joi Struebig to the Lake County Convention and Tourism Board. Motion passed 3-0.

Order #46 ADD Agenda #48C

In the Matter of Appointment: Lake County Plan Commission.

Allen made a motion, seconded by DuPey, to appoint Steve Strong to the Lake County Plan Commission, as for Bill Lang has resigned due to a terminal illness. Motion passed 3-0.

Order #47 Agenda #52

In the Matter of Meeting Date Change

The next Commissioners Meeting will be held on October 8, 2008 instead of October 15, 2008 as for the Board of Commissioners will be out of town on business. The Study Session for the 8th of October is cancelled.

Order #48 Agenda #48

As for a matter of public record, Commissioner DuPey, brings forward that Lake County's Veteran's Service Officer has resigned and Delvert Cole has agreed, at no salary, to fulfill that position.

The following officials were Present:

Attorney Joe Irak
Dan Ombac
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, October 8, 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

