

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 3rd day of June, 2013 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 3rd day of June, 2013 at about 4:00 p.m.

Order #1 Agenda #5A

In the Matter of Permission to open Bids/Proposals.

Scheub made a motion, seconded by Repay, to allow the opening of the Bids/Proposals. Motion carried.

Order #2 Agenda #5B-E

In the Matter of Additions, deletions and/or corrections to Agenda for a Regular Meeting; Approval of Final Agenda; Public Record of Certificate of Service of Meeting Notice.

Scheub made a motion, seconded by Repay, to approve to the Additions – Item #51 Conditional hiring of E-9-1-1 Director; Deletions – Number 31; and Corrections - Number 12 – Should Read For Permission To Add Equipment and Vehicles As Listed To The Auction To Be Conducted By The Lake County Sheriff On June 1, 2013 To Be Ratified, and ordered same to approve the Final Agenda as amended for a matter of public record and the Certificate of Service of Meeting Notice to those who have made such written request for a matter of public record. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda: Items #16,36, 44A – 44G, 50, 52A, 52B, 52C.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the Items of the Consent Agenda (Items #16,36, 44A – 44G, 50, 52A, 52B, 52C). Motion carried.

Order #3 Consent Agenda #16

In the Matter of L C Sheriff – Public Record of Gasoline documentation from bids for April, 2013.

Scheub made a motion, seconded by Repay, to make a matter of public record the Sheriff's Department bidding documentation concerning bids for Gasoline from April, 2013. Motion carried.

Order #3 Consent Agenda #36

In the Matter of L C B.O.C. – Public Record of Meade Electric Company, Inc. Notice of Mass Layoff.

Scheub made a motion, seconded by Repay, to make a matter of public record the Notice of Meade Electric Company, Inc. regarding Mass Layoff. Motion carried.

Order #3 Consent Agenda #44A

In the Matter of IDEM: Indiana Department of Environmental Management.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Indiana Department of Environmental Management a matter of public record (Illiana Disposal Partnership; Dover Chemical Corporation; Lake County Public Library; C&C Iron, Inc.). Motion carried.

Order #3 Consent Agenda #44B

In the Matter of IDEM: Certificate of Liability Insurance.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Certificates of Liability Insurance a matter of public record (Site Services, Inc.; Advanced Waste Services, Inc.; Rite Rug Company, Inc.; Korellis Roofing, Inc.; Bates Enterprises, Inc.; DME Access LLC; Morris Sheet Metal Corp.; Grimmer Construction, Inc.; Gluth Brothers Roofing Co., Inc.; Landmark Sign Group, Inc.; GT Mechanical Projects & Design, Inc.; Lauridsen Construction Co., Inc.; Terrance Electric & Technology Company; CIT Inc. DBA: Chicago International Trucks Idealease of Chicago, LLC; Grimmer Construction, Inc.; Great Lakes Pleasure Pools Management LLC; Anagnos Door Company, Inc.; Judd & Son Chimney Serv. Inc.). Motion carried.

Order #3 Consent Agenda #44C

In the Matter of IDEM: Continuation Certificates.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Continuation Certificates a matter of public record (GT Mechanical Projects & Design Inc.; Olsson Roofing Company, Inc.; James H. Drew Corporation). Motion carried.

Order #3 Consent Agenda #44D

In the Matter of IDEM: Reinstatement Notices.

Order #3 Consent Agenda #44D cont'd

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Reinstatement Notices a matter of public record (Environmental Remediation Services, Inc.; Sashvan Development Corporation; Above and Beyond Landscaping). Motion carried.

Order #3 Consent Agenda #44E

In the Matter of IDEM: Cancellation Memos.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Cancellation Memos a matter of public record (Bear Home Improvement Inc.; TCR Inc.; Pafia Construction Inc.; James & Elizabeth Nursery LTD; R & J Ibarra Landscaping and Lawncare Inc.; SCE Unlimited; Portage Heating & Cooling LLC; G&I Concepts Inc.; Michiana Fireplace & Home Center; Charnetzky Home Improvement; Primary Construction, Inc.; Clean Cut Lawn Maintenance; SHI Home Improvement; Michiana Construction and Remodeling; Harts Top & Cabinet; RNP Acoustics, Inc.; K's Construction Specialists Inc.; Midwest Landscape Garden Mart LLC; Sashwan Development Corporation; Sub Zero Refrigeration, Inc.; W.D.S. Construction, Inc.; Environmental Remediation Services, Inc.; Finish Excavating, Inc.). Motion carried.

Order #3 Consent Agenda #44F

In the Matter of IDEM: Bond Rider.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Bond Rider a matter of public record (Kamin Industries Inc. dba Everdry of Michiana). Motion carried.

Order #3 Consent Agenda #44G

In the Matter of IDEM: Notice of Public Hearing – Landmark Sign Group/Andean High School.

Scheub made a motion, seconded by Repay, to make the Notices of the IDEM: Notice of Public Hearing a matter of public record (Merrillville Board of Zoning Appeals, 6:30 P.M., Wednesday, May 22, 2013 to consider the application of LANDMARK SIGN GROUP/ANDREAN HIGH SCHOOL). Motion carried.

Order #3 Consent Agenda #50

In the Matter of Vendor Qualification Affidavits

Scheub made a motion, seconded by Repay, to approve the following Vendor Qualification Affidavits. Motion carried.

M*MODAL
COTG
F.E. MORAN, INC.
MIDWEST CONSTRUCTION SERVICES, LLC
FORENSIC TRAINING INSTITUTE, INC.
APPLIED DNA RESOURCES
STUDIO FLOORING & BLINDS
HERITAGE ASPHALT LLC DBA ASPHALT MATERIALS, INC.
MERCURY PROJECT, INC. DBA FIREHOUSE SUBS
HOME CITY ICE

Order #3 Consent Agenda #52A

In the Matter of Clerk's Branches Report for September, 2012 thru April, 2013.

Comes now, Michael A. Brown, Clerk, and files with the Board his report of fees taken in and collected in his office for September, 2012 thru April, 2013. 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.

Scheub made a motion, seconded by Repay, to accept the above Clerk's Branches Reports of September, 2012 thru April, 2013 as submitted. Motion carried.

Order #3 Consent Agenda #52B

In the Matter of Treasurer's Departmental Report for the month of April, 2013.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of April 2013. 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.

Scheub made a motion, seconded by Repay, to accept the above Treasurer's Report of April 2013 as submitted. Motion carried.

Order #3 Consent Agenda #52C

In the Matter of Weights and Measures Report for the period of 4/16/13 to 5/15/13.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 4/16/13 to 5/15/13. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by Repay, to accept the above Weights and Measures Report of 4/16/13 to 5/15/13 as submitted. Motion carried.

Order #4 Agenda #6

In the Matter of L C Highway – SPECIFICATIONS: Rehabilitation of Lake County Bridge #245, Columbia Avenue over the Little Calumet River. To be Advertised. Bids to be returned by Wednesday, July 3, 2013 prior to 9:30 A.M. in the Lake County Auditor's Office.

Order #4 Agenda #6 cont'd

Repay made a motion, seconded by Scheub, to approve the advertising of Specifications for the Highway Department for Rehabilitation of Lake County Bridge #245, Columbia Avenue over the Little Calumet River, and ordered same for the return of bids by Wednesday, July 3, 2013 prior to 9:30 A.M. Motion carried.

Order #5 Agenda #7

In the Matter of L C Highway – SPECIFICATIONS: Replacement of Lake County Bridge #276, Morse Street over McConnell Ditch. To be Advertised. Bids to be returned by Wednesday, July 3, 2013 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Repay, to approve the advertising of Specifications for the Highway Department for the Replacement of Lake County Bridge #276, Morse Street over McConnell Ditch, and ordered same for the return of bids by Wednesday, July 3, 2013 prior to 9:30 A.M. Motion carried.

Order #6 Agenda #8

In the Matter of L C Highway – Request for the selection of a consulting engineering firm to provide construction engineering services for the Replacement of Lake County Bridge #276, Morse Street over McConnell Ditch.

Scheub made a motion, seconded by Repay, to select United Consulting Engineers, Inc. as the engineering firm to provide construction engineering services for the Replacement of Lake County Bridge #276, Morse Street over McConnell Ditch. Motion carried.

Order #7 Agenda #9

In the Matter of L C Highway – INDOT Construction Change Order and Time Extension Summary No. 5 for Lake County Bridge #364, Poplar Lane over Hart Ditch in the amount of \$2,970.00 for painting of structural steel water main supports and Change Order No. 6 in the amount of \$4,766.57 for restoration of residential irrigation systems. Grand total \$7,736.57. The county share of 20% = \$1,547.31.

Repay made a motion, seconded by Scheub, to approve the L C Highway – INDOT Construction Change Order and Time Extension Summary No. 5 for Lake County Bridge #364, Poplar Lane over Hart Ditch in the amount of \$2,970.00 for painting of structural steel water main supports and Change Order No. 6 in the amount of \$4,766.57 for restoration of residential irrigation systems. Grand total \$7,736.57. The county share of 20% = \$1,547.31. Motion carried.

Order #8 Agenda #10

In the Matter of L C Highway – INDOT Report of Contract Final Inspection and recommendation for acceptance for Lake County Bridge #364, Poplar Lane over Hart Ditch INDOT Contract B-30069 Project 0600753.

Repay made a motion, seconded by Scheub, to approve the L C Highway – INDOT Report of Contract Final Inspection and recommendation for acceptance for Lake County Bridge #364, Poplar Lane over Hart Ditch INDOT Contract B-30069 Project 0600753. Motion carried.

Order #9 Agenda #10

In the Matter of L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance for Lake County Bridge #364, Poplar Lane over Hart Ditch INDOT Contract B-30069 Project 0600753.

Repay made a motion, seconded by Scheub, to approve the L C Highway – Indiana Department of Transportation Report of Contract Final Inspection and recommendation for acceptance for Lake County Bridge #364, Poplar Lane over Hart Ditch INDOT Contract B-30069 Project 0600753. Motion carried.

Order #10 Agenda #11

In the Matter of L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for buried telephone facilities; re: Job #9074362 located at the intersection of 81st & St. John Road/Patterson., Saint John Township located in NW ¼ section 20, T35N-R9W.

Repay made a motion, seconded by Scheub, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for buried telephone facilities; re: Job #9074362 located at the intersection of 81st & St. John Road/Patterson., Saint John Township located in NW ¼ section 20, T35N-R9W on behalf of the Lake County Highway Department. Motion carried.

Order #11 Agenda #12

In the Matter of L C Highway – Request for permission to add equipment and vehicles as listed to the Auction to be conducted by the Lake County Sheriff on June 1, 2013 to be ratified.

Repay made a motion, seconded by Scheub, to make a matter of public record the list of equipment and vehicles added to the Auction by the L C Highway, for the Auction held June 1, 2013 conducted by the L C Sheriff. Motion carried.

Order #12 Agenda #15

In the Matter of L C Sheriff – Report on Auction.

Comes now, before the Board of Commissioners of the County of Lake, Lake County Sheriff, Buncich, with a (verbal) report on results from the Auction held June 1, 2013.

Order #13 Agenda #24

In the Matter of BIDS: Contract for Lake County Jail Plumbing Project.

Order #13 Agenda #24 cont'd

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Keough Mechanical Corporation** with \$964,242.00 for the Lake County Jail Plumbing Project being the lowest and most responsive bidder, upon a motion made by Repay, seconded by Scheub, recommendation by Bob Rehder. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for L.C. Jail Plumbing Project, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

KEOUGH MECHANICAL CORPORATION W/ *THE HANOVER INSURANCE COMPANY* in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAKE CO. JAIL PLUMBING PROJECT FOR \$964,242.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: June 5, 2013

GERRY SCHEUB
ROOSEVELT ALLEN, Jr.
MICHAEL REPAY

KEOUGH MECHANICAL CORPORATION

Order #14 Agenda #33

In the Matter of EMERGENCY: Ratification of Emergency concerning substantial gaps in the mortar of the old Jail and resolution.

Scheub made a motion, seconded by Repay, to ratify the emergency concerning substantial gaps in the mortar of the old Jail and resolution. Motion carried.

Order #15 Agenda #18

In the Matter of L C Community Corrections – Professional Services Contract EDS #D25-14-112 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake for the period of July1, 2013 to June 30, 2015 for the Community Corrections Work Release Program in an amount not to exceed \$365,000.00.

Scheub made a motion, seconded by Repay, to approve the Professional Services Contract EDS #D25-14-112 between the Indiana Department of Correction and the Board of Commissioners of the County of Lake for the period of July1, 2013 to June 30, 2015 for the Community Corrections Work Release Program in an amount not to exceed \$365,000.00 on behalf of L C Community Corrections. Motion carried.

Order #16 Agenda #19

In the Matter of L C Surveyor – Professional Services Proposal for On-Call Inspections in the North Watershed between Christopher B. Burke Engineering, LLC and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00.

Scheub made a motion, seconded by Repay, to approve the Professional Services Proposal for On-Call Inspections in the North Watershed between Christopher B. Burke Engineering, LLC and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00 on behalf of the L C Surveyor. Motion carried.

Order #16 Agenda #20

In the Matter of L C Surveyor – Professional Services Proposal for On-Call Inspections in the South Watershed between Bernardin, Lochmueller & Associates, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00 payable at the rate of \$135.00 per hour.

Scheub made a motion, seconded by Repay, to approve the Professional Services Proposal for On-Call Inspections in the South Watershed between Bernardin, Lochmueller & Associates, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00 payable at the rate of \$135.00 per hour on behalf of L C Surveyor. Motion carried.

Order #17 Agenda #21

In the Matter of L C Surveyor – Contract Amendment to the Agreement entered into on January 16, 2013 between The Sidwell Company and the Board of Commissioners of the County of Lake for an additional \$5,150.00 for a total \$25,590.00.

Scheub made a motion, seconded by Repay, to approve the Contract Amendment to the Agreement entered into on January 16, 2013 between The Sidwell Company and the Board of Commissioners of the County of Lake on behalf of the L C Surveyor for an additional \$5,150.00 for a total \$25,590.00. Motion carried.

Order #18 Agenda #22

In the Matter of L C Treasurer – Consulting Contract Amendment to the Agreement entered into between John Pangere and the Board of Commissioners of the County of Lake on the 2nd day of January, 2013 for Attorney Services for the Lake County Treasurer for the year 2013 for an additional \$25,000.00 payable at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Repay, upon discussion, to approve the Consulting Contract Amendment to the Agreement, with provision included that the Treasurer would pay the additional money, for Attorney Services with John Pangere for the Lake County Treasurer for the year 2013 for an additional \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #19 Agenda #23

In the Matter of L C Election and Registration – Letter of Termination from Jeffrey F. Gunning requesting termination of his Attorney Contract, effective June 17, 2013.

Order #19 Agenda #23 cont'd

Repay made a motion, seconded by Scheub, to make a matter of public the termination request of Attorney Jeffrey F. Gunning, requesting for termination of his Attorney Contract with the Lake County Board of Elections and Registration effective June 17, 2013. Motion carried.

Order #20 Agenda #25

In the Matter of L C B.O.C. – City of East Chicago request for 237 tax sale certificates.

Repay made a motion, seconded by Scheub, to approve the request of the City of East Chicago for 237 tax sale certificates, Letter of Request submitted from Mayor Copeland indicating parcels are for the development of the North Harbor and Calumet Superfund site. Motion carried.

Order #21 Agenda #26 (#42)

In the Matter of L C B.O.C. – Town of Merrillville request in the amount of \$800.00 for Parcel No. 45-12-22-478-003.000-030 to use in a federally funded road extension program.

Scheub made a motion, seconded by Repay, to approve the request of the Town of Merrillville request in the amount of \$800.00 for Parcel No. 45-12-22-478-003.000-030 to use in a federally funded road extension program, and also ordered to include Item #42, Acquisition – acquiring Real Property for Federal and Federal-Aid Programs and Projects, in the approval of the this request. Motion carried.

Order #22 Agenda #27

In the Matter of L C B.O.C. – Letter from the Commissioners Administrative Assistant concerning a request from the Unity Baptist Church for Tax Sale Certificate Nos. 45-08-10-358-004.000-004 and 45-08-10-358-008.000-004.

Repay made a motion, seconded by Scheub, to approve the request for donation of Tax Sale Certificates for parcels no. 45-08-10-358-004.000-004 and 45-08-10-358-008.000-004 to Unity Baptist Church, Reverend Prothro. Motion carried.

Order #23 Agenda #28

In the Matter of L C B.O.C. – Town of Cedar Lake request for Parcel No. 45-15-22-388-007.000-014.

Scheub made a motion, seconded by Repay, to approve the request for Parcel No. 45-15-22-388-007.000-014 submitted by letter from the Town of Cedar Lake, Ian Nicolini Town Manager, indicating parcel is a historic cemetery site in Cedar Lake. Motion carried.

Order #24 Agenda #29

In the Matter of L C B.O.C. – Gethsemane M B Church request for Parcel No. 45-08-09-206-023.000-004.

Scheub made a motion, seconded by Repay, to approve the request for Parcel no. 45-08-09-206-023.000-004 by letter from Gethsemane's M B Church, Deacon and Trustee Board, indicating parcel will be used for parking purpose only. Motion carried.

Order #25 Agenda #13

In the Matter of L C Sheriff – BID OPENING: Vehicles for the Lake County Sheriff's Department.

This being the day, time and place for the opening of the bids for Vehicles for the Lake County Sheriff's Department for Lake County Sheriff, the following bids were received:

Lake Shore Ford	\$368,678.50
Paul Huring Motors	\$140,681.40
Art Hill Ford	recommended for rejection
Thomas Dodge-Chrysler-Jeep	\$345,216.00
Bloomington Ford	\$66,161.95

Scheub made a motion, seconded by Repay, to reject the bid of Art Hill Ford, as recommended, having not signed a "non-conclusion affidavit", which is required. Motion to reject, carried.

Scheub made a motion, seconded by Repay, to take remaining bids under advisement for further tabulation and recommendation by the L C Sheriff. Motion carried.

Order #26 Agenda #14

In the Matter of L C Sheriff – BID OPENING: Food, Bread & Dairy Products for the period July 1, 2013 to December 31, 2013 for the Lake County Jail.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period July 1, 2013 to December 31, 2013 for the Lake County Jail, for the L C Sheriff, the following bids were received:

Clover Crest Dairy	\$55,370.60
Shop Rite Foods	\$464,797.45
Commercial Food Systems	\$21,111.00
Five G's Distributing	\$86,834.70

Scheub made a motion, seconded by Repay, to take the above mentioned bids under advisement for further tabulation and recommendation by the L C Sheriff. Motion carried.

Order #27 Agenda #17

In the Matter of L C Juvenile Center – BID OPENING: Food, Bread & Dairy Products for the period July 1, 2013 to December 31, 2013.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period July 1, 2013 to December 31, 2013 for the Lake County Juvenile Center, the following bids were received:

Clover Crest Dairy	\$3,103.25
Commercial Food Systems	no bid
U.S. Food Service	\$32,084.62

Scheub made a motion, seconded by Repay, to take the above mentioned bid under advisement for further tabulation and recommendation by the L C Sheriff. Motion carried.

Order #28 Agenda #38

In the Matter of L C B.O.C. – Gariup Construction Co., Inc. Change Order Number 1 concerning the Lake County Juvenile Center in the decreased amount of -\$213,038.00.

Repay made a motion, seconded by Scheub, to approve Change Order Number 1, in the decreased amount of -\$213,038.00, concerning the Lake County Juvenile Center, contractor – Gariup Construction Co., Inc. Motion carried.

Order #29 Agenda #37

In the Matter of L C B.O.C. – Larson-Danielson Construction Co. Inc. Change Order Number 5 concerning the Lake County Jail D.O.J. Renovations in the amount of \$55,936.00.

Repay made a motion, seconded by Scheub, to approve Changer Order Number 5, contractor – Larson-Danielson Construction Co., Inc., in the amount of \$55,936.00 for D.O.J. Renovations for the Lake County Jail. Motion carried.

Order #30 Agenda #30

In the Matter of L C B.O.C. – Requests for property disposal: Lake County Circuit Court; Lake County Criminal Probation; Lake County Homeland Security/EMA; Lake County Health Department; Lake County Prosecutor – IV-D Program.

Repay made a motion, seconded by Scheub, to approve the property disposal requests of Lake County Circuit Court, Lake County Criminal Probation, Lake County Homeland Security/EMA, Lake County Health Department, and Lake County Prosecutor-IV-D Program, recommended by Comm. Admin. Asst. Mr. Raggs. Motion carried.

Order #31 Agenda #32

In the Matter of L C B.O.C. – Consulting Contract with Nicole Bennett for Attorney Services concerning Lake County E-9-1-1 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Attorney Services Contract between Nicole Bennett and the Board of Commissioners of the County of Lake for Lake County E-9-1-1 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Cont'd.

Order #31 Agenda #32 cont'd

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 5th day of June, 2013, effective from January 1, 2013 to December 31, 2013 by and between NICOLE A. BENNETT, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

CONTRACT ATTORNEY

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

LAKE COUNTY E-9-1-1

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).

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3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. Compensation. The County agrees to pay the Consultant a sum not to exceed Twenty Thousand Dollars (\$20,000.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.
5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. Termination of Agreement. Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.

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Order #31 Agenda #32 cont'd

12. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
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15. Miscellaneous Provisions.
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. Conflict of Interest. The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding,
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Order #31 Agenda #32 cont'd

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

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

18. Information Availability.

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

19. E-Verification.

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7.3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7.4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.

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- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

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Order #31 Agenda #32 cont'd

20. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

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

NICOLE A. BENNETT 141 W. LINCOLN HWY., 2ND FL. SCHERERVILLE, IN 46375 (219) 440-7550 (219) 440-7551 FAX

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

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature] ROOSEVELT ALLEN, JR.

[Signature] MICHAEL REPAY

[Signature] GERRY J. SCHEUB

CONSULTANT

[Signature] NICOLE A. BENNETT

ATTEST [Signature] PEGGY KATONA, LAKE COUNTY AUDITOR

Order #32 Agenda #34

In the Matter of L C B.O.C. – Ratification of Proposal from Buck Consultants for the development of an RFP for Third Party Administrator Services in an amount not to exceed \$51,500.00.

Repay made a motion, seconded by Scheub, to ratify the approval of the proposal from Buck Consultants for the development of an RFP for Third Party Administrator Services in an amount not to exceed \$51,500.00. Motion carried.

Order #33 Agenda #35

In the Matter of L C B.O.C. – Letter from Norfolk Southern Corporation concerning Docket No. AB-290 (Sub-No. 346X), Norfolk Southern Railway Company – Abandonment – in Lake County. Norfolk Southern Railway Company is considering abandonment of 2.95 miles of rail line between Milepost MQ 280.15 and Milepost MQ 283.10 in Lake County, Indiana.

Repay made a motion, seconded by Scheub, to make a matter of public record the Letter from Norfolk Southern Corporation concerning Docket No. AB-290 (Sub-No. 346X), Norfolk Southern Railway Company – Abandonment – in Lake County. Norfolk Southern Railway Company is considering abandonment of 2.95 miles of rail line between Milepost MQ 280.15 and Milepost MQ 283.10 in Lake County, Indiana. Motion carried. Cont'd.

Order #33 Agenda #35 cont'd



Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510-9207

Marcellus C. Kirchner
Director Strategic Planning
(757) 629-2679
(757) 823-5807 FAX

April 25, 2013

Lake County Commissioners
2293 North Main Street
Crown Point, IN 46307

RE: Docket No AB-290 (Sub-No. 346X), Norfolk Southern Railway Company -
Abandonment – in Lake County, Indiana

Dear Sir or Madam:

Norfolk Southern Railway Company is considering the abandonment of 2.95 miles of rail line between Milepost MQ 280.15 and Milepost MQ 283.10 in Lake County, Indiana. A map is included depicting the area under consideration.

Following abandonment, the line's rail and related track material will be salvaged. Salvage will consist of removing the rail and track material from the existing roadbed. The contours of the existing roadbed will remain as is, and existing drainage systems will remain intact. When the rail and track material are removed, the contractor will smooth the roadbed to a level surface. No ballast will be removed, no soil disturbance will occur (and, accordingly, no National Pollutant Discharge Elimination System permit will be required). No digging or burying of any kind will be permitted. All salvaged steel components will either be reused or sold as scrap. Crossties may be reused in other railroad operations or they will be disposed of in accordance with applicable federal and state laws and regulations. There are no bridges on the line segment and the line crosses no watercourses.

During the removal of track and materials, if any, Norfolk Southern does not anticipate the use of any new access roads, the need to conduct dredging, or the use of fill. Only existing public and private access roads and the Norfolk Southern right of way should be needed to facilitate operations. In addition, the underlying roadbed will not be disturbed. There are no bridges on the line. Norfolk Southern will also take all measures to prevent and/or control the occurrence of spills or of any pollutants from entering surrounding waterways.

Should Norfolk Southern abandon the rail segment, the authorization of the Surface Transportation Board is required. In addition, Federal Regulation 49 C.F.R. 1105.7 (3i) requires Norfolk Southern to address the following statement:

- (i) "Based on consultation with local and/or regional planning agencies and/or a review of the official planning documents prepared by such agencies, state

Operating Subsidiary Norfolk Southern Railway Company

Order #33 Agenda #35 cont'd

whether the proposed action is consistent with existing land use plans. Describe any inconsistencies.”

Your consideration of our proposed action in conjunction with Lake County's long range plans would be appreciated. Please provide comments on how an abandonment of this particular rail segment would interact with such plans, and if possible provide a planning map. Your responses and questions can be directed by email to LaWada Poarch at LaWada.Poarch@nscorp.com or by mail to:

LaWada Poarch, Coordinator Abandonments
Strategic Planning – 12th Floor
Norfolk Southern Corporation
3 Commercial Place
Norfolk, VA 23510

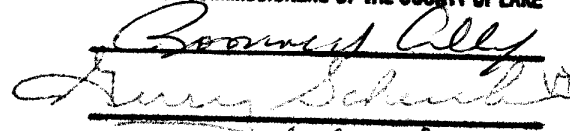
Very truly yours,



Marcellus C. Kirchner

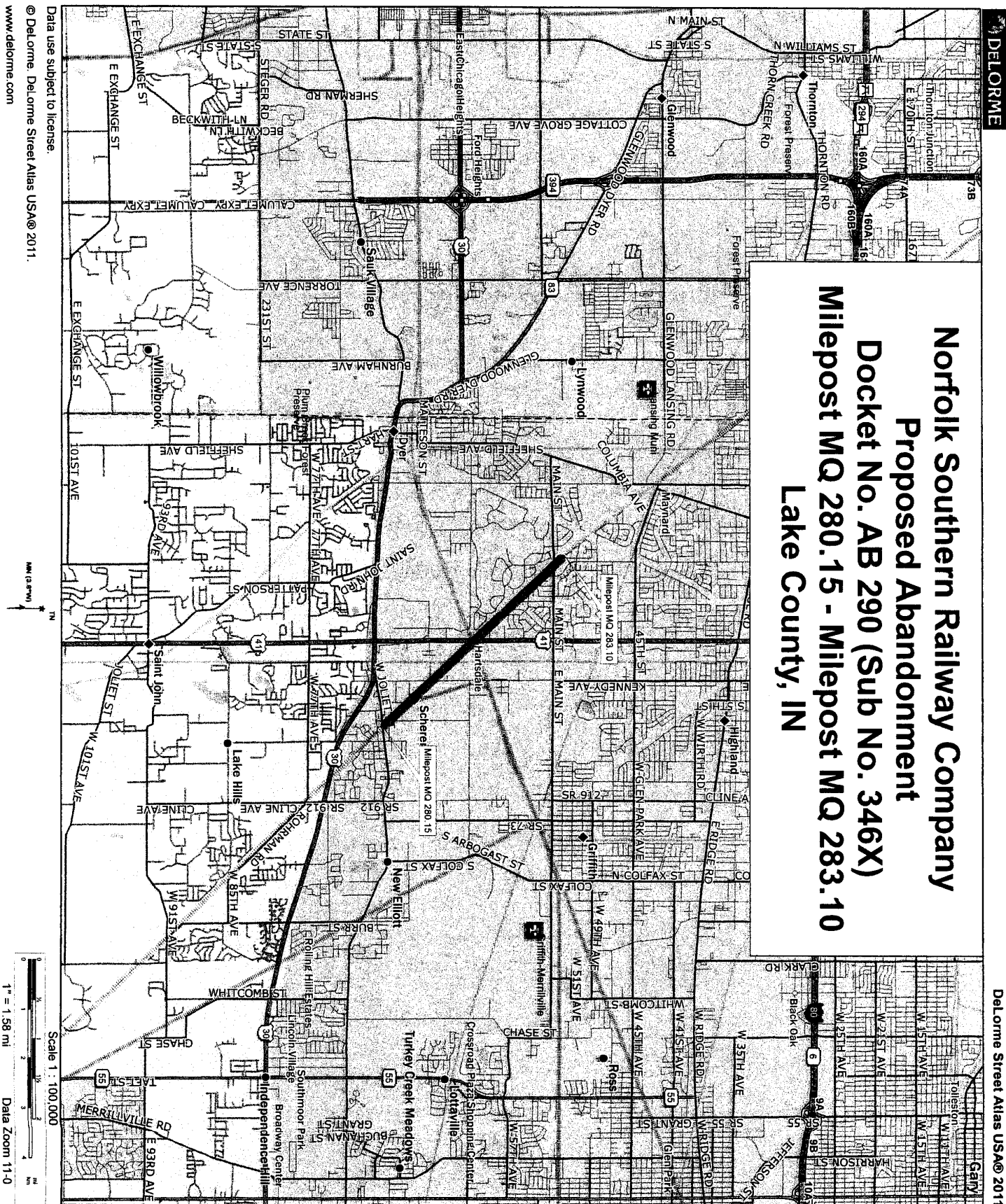
Attachment

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 5th DAY OF JULY 2013

Order #33 Agenda #35 cont'd



Order #34 Agenda #39 (w/#40)

In the Matter of L C B.O.C. – Meyer Glass & Mirror Co., Inc. invoice in the amount of \$26,800.00 for glass and glazing for the Lake County Health Department; Meyer Glass & Mirror Co., Inc. invoice in the amount of \$11,600.00 for the Lake County Main Entry.

Repay made a motion, seconded by Scheub, to approve the invoice be paid in the amount of \$26,800.00 to Meyer Glass & Mirror Co., Inc. for glass and glazing for the Lake County Health Department, and ordered same to approve the next item on the Commissioners' Agenda, Item #40, to pay an invoice to Meyer Glass & Mirror Co., Inc. in the amount of \$11,600.00 for the Lake County Main Entry. Motion carried.

Order #35 Agenda #41

In the Matter of L C B.O.C. – Purchasing Policy

Repay made a motion, seconded by Scheub, to make a matter of public record the Purchasing Policy by L C B.O.C. Motion carried.
Cont'd.

Order #35 Agenda #41 cont'd

PURCHASING POLICY

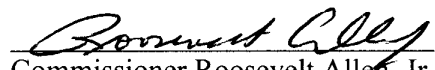
WHEREAS, State law has established a special rule for the purchase of supplies, goods, machinery and equipment where the purchase price is less than \$50,000; and

WHEREAS, IC 5-22-8-2 provides as follows:
A purchasing agent may make a purchase under small purchase policies established by the purchasing agency or under rules adopted by the governmental body.


WHEREAS, The Lake County Board of Commissioners have previously adopted the rule that use of this purchasing section requires that three quotes be obtained by the office or department; and


WHEREAS, The limits for use of this purchasing technique have been increased from \$25,000 to \$50,000 since the initial enactment by the Board of Commissioners;

NOW THEREFORE, the Board of Commissioners authorizes small purchases of less than \$50,000 under IC 5-22-8-2 in those instances where the office or department obtains three quotes from a vendor known to deal in the line of supplies, goods, machinery and equipment.


Commissioner Roosevelt Allen, Jr.


Commissioner Michael Repay


Commissioner Gerry J. Scheub

Attest:

Peggy Katona, Auditor

Order #36 Agenda #43

In the Matter of Letter from the Commissioners Administrative Assistant requesting approval of an agreement with AT&T Mobility for cellular service for Maintenance and Weights and Measures in the amount of \$246.00 per month.

Repay made a motion, seconded by Scheub, to approve the Cellular Services Agreement with AT&T Mobility for Maintenance Department and Weights & Measures Department in the amount of \$246.00 per month, being the lower of two quotes, recommendation by the Commissioners Administrative Assistant after comparing bids from AT&T and Verizon Wireless. Motion carried.

Order #37 Agenda #41

In the Matter of L C B.O.C. – Re-Visit: Purchasing Policy.

Comes now, Commissioner Repay, made a motion to adopt the Purchasing Policy, Scheub seconded the motion. Motion to adopt carried. (Policy approved in Order #35).

Order #38 Agenda #45 A-D

In the Matter of Review and Approval of the Minutes: Regular Meeting, Wednesday, April 17, 2013; Regular Meeting, Wednesday, May 1, 2013; Special Meeting, Friday, May 10, 2013; Joint Special Meeting, Thursday, May 23, 2013.

Scheub made a motion, seconded by Repay, to approve the Minutes of the L C B.O.C. Meetings as follows: Regular Meeting, Wednesday, April 17, 2013; Regular Meeting, Wednesday, May 1, 2013; Special Meeting, Friday, May 10, 2013; Joint Special Meeting, Thursday, May 23, 2013. Motion carried.

Order #39 Agenda #46

In the Matter of Lake County Expense Claims to be allowed Wednesday, June 5, 2013.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, June 5, 2013 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the Claims and Docket, and ordered same for Auditor to include white claims for the review of Claims and Docket effective June 5, 2013. Motion carried.

Order #39 Agenda #47

In the Matter of Service Agreements

Scheub made a motion, seconded by Repay, to approve the following Service Agreements. Motion carried.

L C BOARD OF COMMISSIONERS	W/	Aramark Uniform Services
L C COMMUNITY CORRECTIONS	W/	Monroe Pest Control, Inc.
L C SURVEYOR	W/	Clifford-Wald & Co. (amendment)

Order #39 Agenda #49

In the Matter of Poor Relief Decisions

Scheub made a motion, seconded by Repay, to approve the following Poor Relief Decisions, determined by the Hearing Officer. Motion carried.

Lucy Stack	Approved
Elayne Willis	Approved
Kendall Johnson	Approved
Leslee Scott	Denied for appellant's failure to appear
Frank Henry	Denied for appellant's failure to appear
Sherman Caldwell	Denied for appellant's failure to appear
Jamie Henderson	Denied for appellant's failure to appear
Jamie Martin	Denied for appellant's failure to appear
Sheena Bentley	Denied for appellant's failure to appear
Darricka Johnson	Denied for appellant's failure to appear
Gregor Sledge	Denied for appellant's failure to appear
Moncheri Morehead	Approved
Jocalyn Barajas	Denied
Angela Goodes	Approved
Robert Russell	Approved
N. Lucas, Jr.	Denied
Rebecca Sims	Denied
Stanley Ammons	Approved
Clinesha Springfield	Denied
Michelle Terrell	Approved
Johnnie Hughes	Denied
Sumar Abushari	Approved
Nakethea Anderson	Denied
Anthony Goodlow	Denied for appellant's failure to appear
James Taylor	Denied for appellant's failure to appear
Patricia Sanders	Approved
Lavette Bullock	Approved
Elnora Brady	Approve
Althea Smith	Remanded to township for further consideration and review
Major Patterson	Approved
Pamela Dixon	Approved
Janie Martin	Denied for appellant's failure to appear
Lashaundra Brown	Approved
Kevin Schmidt	Approved
Darryl Johnson	Remanded to township for further consideration and review
Angela Worley	Denied for appellant's failure to appear
Faith Anderson	Denied for appellant's failure to appear
Charles Barnett	Denied for appellant's failure to appear
Adayra Kelly	Denied for appellant's failure to appear
Debra Hightower	Approved
Michael McGingley	Approved
Carry Barnett	Approved on condition
Curtis Smith	Denied
Annette Harmon	Approved
Vanessa Campbell	Approved
Althea Smith	Remanded to township for further consideration and review
Gloria Cullom	Approved
Mario Lomax	Approved
Jeann Hooker	Denied for appellant's failure to appear

Order #39 Agenda #49 cont'd

Ophelia Hawkins	Denied for appellant's failure to appear
Passione Shockley	Denied for appellant's failure to appear
Margaret Walker	Denied for appellant's failure to appear
Jessica Spikes	Denied for appellant's failure to appear
Tora Smith	Denied for appellant's failure to appear
Tara White	Denied for appellant's failure to appear
Perrie Bonner	Denied for appellant's failure to appear
Millicent Brown Rigg	Denied
Robert Armstead	Denied for appellant's failure to appear
Judy Spearman	Denied
Brenda Rushing	Approved
Jane Brandon	Approved on condition
Sonta Pascal	Approved
Gregory Watts	Approved
Christine Young	Approved
Holly Link	Approved on condition
Chauncey Griffin	Denied
Barbara McCorker	Approved
Latricia Adams	Denied for appellant's failure to appear
Charlene Tyrone	Denied for appellant's failure to appear
Tia Thompson-Lucas	Denied for appellant's failure to appear
Paula Carson	Denied for appellant's failure to appear
John Woods	Denied for appellant's failure to appear
Anthony Chester	Approved
Joel Bryant	Denied
Althea Smith	Approved-Partial

Order #40 Agenda #48

In the Matter of L C County Council Ordinances and Resolutions.

Scheub made a motion, seconded by Repay, to approve the following Resolutions submitted and adopted by the Lake County Council at their May 14, 2013 Meeting. Motion carried.

Resolution No. 13-50	-	Resolution Honoring Annie Ostojic, Indiana State Science Fair Champion
Resolution No. 13-51	-	Resolution Recognizing May as Lyme Disease Awareness Month
Resolution No. 13-52	-	Resolution Permitting The Lake County Coroner to pay an Outstanding 2012 Invoice/Debt From the 2013 Budget
Resolution No. 13-53	-	Resolution Permitting The Lake County Board of Elections and Registration To Pay An Outstanding 2012 Invoice/Debt From the 2013 Budget
Resolution No. 13-54	-	Resolution To Approve Temporary Loan From The Pre-Trial Diversion Fund, Fund No. 135 To The VOCA Grant Fund, Fund No. 280
Resolution No. 13-55	-	Resolution To Approve Temporary Loan From The Pre-Trial Diversion Fund, Fund No. 135 To The Elderly Abuse (APS) Fund, Fund NO. 127

Order #41 ADD Agenda #51

In the Matter of Appointments: Conditional hiring of E-9-1-1 Director.

Scheub made a motion, seconded by Repay, to approve the conditional hiring of Mr. Brian Hitchcock as the Director of E-9-1-1. Motion carried.

Order #42 Agenda #53

In the Matter of Staff Reports

Executive Session, immediate following this meeting.

Order #43 Agenda #54

In the Matter of Commentary – Elected Officials present.

Comes now, Commissioner Scheub, introduce Ms. Gwen Zehner, who is helping Attorney John Dull this summer as an intern for her College credits, and welcomed her. *Ms. Gwen Zehner*, spoke, stating she's originally from Culver, Indiana/Monterey, Indiana, graduating from school in Culver and played basketball going to Semi-State and since then received a scholarship to The University of IL in Springfield, IL where her major is Political Science, Legal Studies and Business Administration with a minor in Management Information Systems, she states someday she wants to go to law school and is starting to like County Government. *John Dull*, spoke, stating that she's an outstanding young lady that shows a lot of initiative and he very proud to have her working for the Summer, 2013.

Comes now, L C Surveyor – George VanTil, took time to speak, making memorable remarks about the late Mr. Rudolph Clay; Commissioner Repay, spoke, shared a memorable moment he encountered with the late Mr. Rudy Clay; Commissioner Scheub, made remarks, saying that him & "Rudy" served 11 years together as Commissioners and stated that he (Rudy) did represent the whole County; Mr. Dull, spoke, sharing the thing he most remembered about "Rudy"; Commissioner Allen, spoke, sharing that he has known "Rudy" practically all of his life, before he became an elected official, when he was a political activist during the Civil Rights movement, when he was an insurance salesman, selling insurance to his family business, a very personable individual, very good at interacting with the public, genuinely concerned with the citizens and the people in the community, he was an extremely aggressive politician, Comm. Allen stating he had the opportunity to run a campaign against "Rudy" in a commissioners race, and it took a lot to keep up with "Rudy" a lot of time campaigning, "Rudy" probably the most clever politician in Lake County History (various strategies, ability to improvise in a moments notice), continued on, Commissioner Allen, stating, he will be missed, he was an astute politician, an icon within his community, there were times when he had overwhelming, almost 100% percent name recognition which is very difficult for any elected official to achieve over the period of their career, and I wish to offer my condolences, but he was truly an asset to the community and will be missed.

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

The next Board of Commissioners Meeting will be held on Wednesday, June 19, 2013 at 10:00 A.M.

The following officials were Present:

Attorney John Dull
Brenda Koselke
Tramel Raggs

ROOSEVELT ALLEN Jr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR