



BOARD OF COMMISSIONERS LAPORTE COUNTY

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Marlow Harmon, President
Barbara Huston
William Hager

LAPORTE COUNTY BOARD OF COMMISSIONERS TUESDAY, JUNE 6, 2006

The LaPorte County Board of Commissioners met in regular session Tuesday, May 23, 2006 at 6:00 p.m. in the LaPorte County Complex Annex & Security Complex.

Present at the meeting were Commission President Marlow Harmon, Commission Vice President Barbara Huston, Commission Member William Hager. Also present were LaPorte County Auditor Teresa Shuter and Executive Secretary Linda Arnett. County Attorney Robert Szilagyi was absent.

Commissioner Hager led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Hager, made a motion to approve the agenda as submitted, second by Mrs. Huston. Motion carried with a voice vote 3-0.

APPROVAL OF MINUTES

Mrs. Huston, made a motion to approve the minutes of May 9, 2006 & May 23, 2006 as presented, second by Mr. Hager. Motion carried with a roll-call vote 3-0.

WEEKLY REPORTS

The Commissioner's review and sign weekly reports during the meeting.

CLAIMS

PAYROLL

Mr. Hager, made a motion to approve Payroll ending June 16, 2006, second by Mrs. Huston. Motion carried with a roll-call vote 3-0.

MISCELLANEOUS CLAIMS

Mrs. Huston, made a motion to approve Miscellaneous Claims in the amount of \$260,414.72, second by Mr. Hager. Motion carried with a roll-call vote 3-0.

REQUESTS

Jeana Blake & Georgiana Wolff, Co-Director's Voter Registration/ Request
Additional Appropriation from CCD for Duplex Printer in the amount of
\$3,320.48

Jeana Blake, we are asking for money for a new printer because of our statewide program. We have to duplex everything. The cost is \$3,320.48.

Georgiana Wolff, we have a small machine that does not duplex and we have to use other departments to do poll books.

Mr. Hager made a motion to grant the request for additional appropriation in the amount of \$3,320.48, second by Mrs. Huston. Motion carried with a roll-call vote 3-0.

Jason Watts, Ziolkowski Construction/ Requesting \$195,538.00 from CCD or Riverboat

Jason Watts, Ziolkowski Construction is requesting a change order \$195,538.00 for additional patch work on the lower half of the courthouse for quantities of stone patch that were not quantified in the construction item.

Mr. Harmon, have you had a chance to sit down with Herceg & Associates to see what kind of arrangements can be worked out on this particular request?

Mr. Watts, no we have not.

Mr. Harmon, part of our problem here is the letter we got from Herceg recommending that we don't and they had some other request on their proposal also, maybe you can explain to Commissioner Hager and Commissioner Huston why we are in the position that we are in tonight on the question of additional funds.

Mr. Watts, on the construction documents there were line items for portions of the building but there was no line item for the general stone patch and during the bidding process since there is no unit cost, it was the contractors responsibility to come up with a quantity, which we had done that. We presented a quantity to Herceg & Associates after bid time, prior to signing contracts on the amount that we had figured on the general stone patch, since commencing work on the building, the amount of stone patch we had figured were exceeded on the lower half, which is why we are here tonight requesting a change order.

Mr. Harmon, we have some pictures here maybe you can explain them to Mr. Hager and Mrs. Huston.

Mr. Watts, on the pictures the first photograph number one (1), is the photograph prior to starting work, prior to bid time then photograph number two (2) is the amount of visible stone patch that we would have figured in our bid, which we also presented to Herceg & Associates quantifying how much we had figured in our bid. Now, picture number three (3) in the green, is the amount of actual stone we had to repair in this one location the green, the green is what we actually went above and beyond.

Mr. Hager, is this behind the stone or in front of the stone, you actually had to repair the face of the stone? That could not be seen before?

Mr. Watts, no because to determine that you hit the stone with a hammer, it is called sounding, you smack the stone with a hammer the sound hollow you proceed until you get back to solid stone, now if it did that at bid time is it possible to determine, one the quantity exactly, which we figured a quantity obviously before we presented to Herceg & Associates. Then once we started the sounding process, we have no idea how much is going to fall off of the building until you get back to solid stone.

Chuck Lewis, part of the problem was during the sounding of the stone, you have to cut the joints out from around the stone before you sound it, because there are hairline cracks back inside that joint maybe back an inch or so and you can't tell if the face is going to fall off until you cut the joint out. So, once you cut the joint out it is an entirely different sound and problem with that stone then, there was before you cut the joint out, to do that prior to bid was virtually impossible, for Mr. Herceg and for Ziolkowski Construction Company and for any other construction company. What we did is figured from the visual point, high impact cameras that could pull that building to us what we saw as deteriorated stone, quantified that in a blueprint prior to signing the contract. We then gave it to Herceg & Associates and said this is the amount of stone patches quantities that we figure on this

project and anything beyond that, then you have to go to spec section 45-30 which clearly tells us in the bid documents that procedure to go on after that. That is why we are here, it says we are to take it to the architect requesting a change order for any deterioration beyond what was quantified and that's what we have done.

Mrs. Huston, so when you did your camera thing and brought the stone to you all, you saw was the yellow part and there was no way you could of told, unless you sounded after you take the mortar out if their was any, I mean if the green part has to be fixed.

Mr. Lewis, that's correct. In the first photo you can look at it, it looks just fine and then you look over what we have colored in yellow, Mr. Hecceg had a copy of that prior to signing the contract those were the areas that we talked about, those are the areas that we felt were going to require attention and he agreed. Then after we got up there and got it cut out, we started sounding it and we lost more and more stone faces, it is unbelievable the amount of damage that is there.

Mrs. Huston, this money you are requesting isn't just not for this one picture.

Mr. Lewis, no this is for the lower half of the building, excluding the tower. This will take care of all the lower half of the building. We have already sounded out and cut all of the joints on all of the rest of the lower half of the building sounded it out so now they can go around and count all for the areas and that is listed in the change order request how many square foot of patch, it is not a guess anymore.

Mr. Hager, what do you foresee for the upper part?

Mr. Lewis, right now we are not sure we're not allowed on the scaffolding yet, they're just finishing it, it should be completed the 15th or 16th of this month. They have to go thru the safety orientation and do something's before anyone is allowed up there. I think Jason has been up there just too quickly look at it but again until you cut stone joints out and sound it with a hammer you really don't know what you have.

Mr. Hager, what is your feeling?

Mr. Lewis, bad.

Mr. Hager, worse than the bottom?

Mr. Lewis, I think percent wise there is more damage on the upper portion then the lower portion, how much I don't know, no one knows.

Mr. Hager, you haven't gotten into any of the money for doing the upper part yet?

Mr. Lewis, no

Mr. Hager, this is just the additions for the lower part.

Mr. Lewis, that is correct.

Mr. Hager, I understand once you get into these old buildings, you have to put it back together.

Mr. Harmon, I was explaining the cost \$160,000.00 and then the breakdown for the scaffolding and the other cost which gives us \$195,000.00.

Mr. Watts, the \$160,000.00 is for the actual stone patch, the additional \$15,850.00 would be for our general condition, our site Superintendent if we extend enough time frame of the job, if were going to be here longer. The site Superintendent, trailer home, truck, operating light. In this line item we keep

a lower level scaffold that is for rental on the scaffold on the lower portion of the scaffold. What we did, we took the amount extra, which is 570 packers, quantify that for the amount of days the additional days that we required for the lower half, which come out to 25 working days for 35 calendar days. This comes out to 10% over every project and the bond at one and a half percent for a total of \$195,538.00.

Mrs. Huston, so your estimating it is going to take you an additional 25 days to complete the lower half of the building, before starting on the upper half? Is that correct?

Mr. Watts, we will require an additional 25 days of work, however we do it, it is still going to require more guys and work both areas it still going to require more time to complete the project.

Mr. Harmon, Mr. Herceg, we are going have you respond to this change order.

Mr. Wall, we do appreciate the opportunity to come to you. I do want to start out by saying that Ziolkowski is doing excellent work. The work is progressing on all fronts and as they mentioned the tower scaffolding is moving forward and I'm sure after all the proper inspection, we'd be happy to give you a tour. As we have discussed and as we stated to you in writing, we stated to Ziolkowski in writing that their request for additional funding for repair of the rock faced stone we deny. We stand firmly on the contract documents, the specifications and the drawings that state that all quantities necessary for repair are the responsibility of the contractor. This is not stated they get to choose what they repair, but as stated in total claims in the documents is the intention of the project to repair all material and stone. We place the risk and the responsibility of that stone admittedly a difficult task on the contractors, all of the contractors had the same documents to bid, and they all took that risk. So, that said, we say again it's our recommendation to deny extra or repair of the rock face. On the other side we, did provide some base bid rock piece of certain carved elements good mold for the projecting sections above the windows, pilasters which are column type elements above the windows, seven different elements were requested a unit price should those quantities come in below or go over the day-to-day quantity and Ziolkowski has provided us a request for three of those items going over the basic quantity and we do recommend that those be accepted. We have checked those and we continue to check those given that their quantities provided at this point, so we recommend that that quantity be prepared. I will make one comment that regarding the quantities of the drawing that Ziolkowski did provide to us, every contractor made notes and quantity that they were figuring where the patches was this done, those drawings did not become contract documents. They were information, it was good to know at the beginning, and unfortunately those are not the instructions for the contract documents.

Mr. Herceg, I would like to add is that these are very difficult projects and I think someone mentioned earlier, there was only five contractors who even capable of doing this work. We had four bidders on this project, it is a very difficult project, it is difficult to estimate and that's one of the reasons we chose to have the contractor to take a portion of risk for the rock face and ask that you take a portion of the risk when it came to the seven items where we named a base quantity. It is a couple of those items that the base quantity that were seeing it go far in excess of the base quantity and were requested that the contractor be reimbursed for those base quantities. We were trying to spread the risk, if we put all the risk for all the items from contractors, then all of the bids would have gone much higher so it was a balancing act. How much risk do we want to put on contractors, how much risk do we put on ourselves in the county we represent. So, that was really what we had to weigh, the contractors at this point were in disagreement as to their risk but Tim and I are both confident that our documents are clear and the risk is on the contractor. The contractor was saying that he have to take all of the joints before he can really find out about the rock face, one of the reason's that we put the rock face risk in the contractors court, the way that he takes those joints out could effect the rock face and that's why we put the risk over there. Some contractor's might have chosen to take the mortar out by hand, other contractors showed to use mechanical devices. Which ever way they chose to do it, long as their not disturbing the stone as far as you can tell, it's up to them but one method might cause a little bit more disturbance to the rock face. We took the items that we believe that most of the carved elements and that we believed would be the risk on our side,

we would help support them so the bids wouldn't go sky high and we asked the contractor to take the risk of the stone face. We understand that is of, were obviously finding more damage than they expected and more damage than we expected. We would like to fix it so we are asking at this point that you approve not the we are rejecting the \$195,000.00 but we are asking that you approve the approximately \$250,000.00 for other element repairs and in the end it might be less or it might be more, because in the end is what we are really going to pay is measured quantities that we agreed to repair. Right now were just working on estimates.

Mr. Hager, We may save some money on the upper portion?

Mr. Herceg, we may save some money on some of the other items, some of those may come under were trying to make an estimate now and prepare to come to you and say it could go higher, what Tim and Brett actually measured up there is what's going to determine it. .

Mr. Hager, just looking at it, I want the courthouse done and want it done right. How much was the courthouse over in South Bend, how much did they work around theirs?

Mr. Herceg, that one, we actually, we had some items we were able to negotiate on, I think we came in at \$4.9 million and we were able to negotiate some items down which took it down to \$4.2 and then the roof was another half million dollars in total \$4.7 million project, much smaller than this building. These historic restorations, I love them the part that I hate is this you'll never know. That's the way this works.

Mr. Wall, and I'll just add that was a different type of building, it was limestone much harder stones, sandstones, not only is it's the softest stone and the most controlling.

Mrs. Huston, Tim you were all over the courthouse and I mean all over the courthouse, there was no way you could foresee any of this prior to, I mean this seems excessive as far as the pictures are concerned with the yellow and the green and how much they've actually lost and it seems like an excessive amount. There was no other way to tell?

Mr. Wall, no, and we specifically, intentionally didn't quite call out every single spot, so there wouldn't be, this one but not this one or that one, but all the just say do it all.

Mr. Herceg, even if we had sounded the building as the contractor explained to you, until the mortar joints are removed around the stone and not really sounding the stone. Even if we had asked you for another \$150,000.00 during our design period, to scaffold the building so that we can go up and tap it all they would not necessarily shown up until the mortar was removed. We could not remove the mortar before winter and one of the things were going to be sure of here is if the contractor get's that mortar joints back in before winter comes in, you do not want to leave those joints open.

Mr. Hager, for that how much more money, the \$300,000.00 that you were coming here tonight? How much more are you coming after once you get up above or is this it?

Mrs. Huston, again, is there anyway to tell?

Mr. Herceg, were not certain, as we said we ask that the county take some of the risk and that's in the items where we have square foot, linear foot for unit prices and we ask the contractors to take some of the risk and it appears that the contractors risk are in the lower section, it may be there are some risk in the upper section, we may run over in some quantities in the upper section. When they come to us, what appears to be, the biggest contractor risk is in the lower section. It may be that there's some risk in the upper section, we may run over some quantities in the upper section.

Mr. Wall, hardtop not being on the scaffolding yet, we plan to sometime later this week. There are some bad stone up there.

Mr. Herceg, we couldn't see because you see the trouble we've gone through to get scaffolding up there now.

Mr. Wall, we'll be looking closely at which of the rock face may not need to be repaired and is visually acceptable without repairing, so that would minimize that extra work.

Mr. Herceg, to answer your question commissioner, we really don't know it is our hope I want to reiterate what Tim says, I think Ziolkowski is doing an excellent job. We would like to ask you to make this appropriation so that we could keep them moving with the knowledge they know with the knowledge their going to be paid for these extra units that are coming in.

Mr. Harmon, part of the problem I have with it, you've laid out the \$248,000.00 in unknown costs that are additional cost to us. I'm concerned about the cost and maybe Ziolkowski can answer this question, if you are not given additional change order in the amount of \$195,000.00, what are you going to do to offset that cost?

Mr. Lewis, we will do what our contract calls for and as we are instructed by Ken Herceg & Associates, then we will go to the contract documents and move to mediation from outside opinion and that is the course we will take. We feel quite frankly that Ken Herceg is completely out of bounds and that his spec session and instruction pivots are quite clear and I'll read it to you, it says the this contract to repair all deteriorating stone on the LaPorte County Courthouse building. We agree with that that is the intent, that's what we all want and it says "quantities associated with that work have been identified to facilitate bids." They were not identified, he didn't do that, he knew he couldn't do it, nobody could do it, so he ignored it and he put it on the contractors. We identified quantities, gave it to him prior to signing this contract and he agreed to that and it says, "Where the visual damage is identified by the documents it should be brought to the attention of the architect, do not proceed with additional work until the change order is authorized." We're doing what this says, we want our change order. I can't help how Ken feels about this, but he is dead wrong and if it has to go to litigation so be it. We'll have to continue on doing the contract and we will finish the building correctly, the only way, the right way.

Mr. Harmon, and that is what is important to us, that the building is continued and I understand where you're coming from, but I know there was going to be a problem getting that change order through, it is a problem, we may not get it through here. It doesn't go through here you have no recourse but go through the courts. .

Mr. Lewis, the documents are the exception to the report? The only one that is going to get out of this is Mr. Herceg.

Mr. Harmon, I think that leaves us out next as far as that issue is concerned. It's between Herceg & Ziolkowski to settle that difference.

Mr. Herceg, we have a disagreement. As this happens in construction, I probably, try sitting in those chairs and I thought that I found a niche in somebody's space, I would do it too. I been in this business for 35 years and I've gone head to head with a lot of contractors and I always learn something, especially with the good ones, like Ziolkowski. As I stand here I am glad to hear them say, they will continue, which I always believed that they would but I think they're stating their position and if we go to some kind of arbitration, we'll do it. But in the meantime, I think all of us have one intent in mind and that is to finish this building, and finish it correctly. But I think that if Ziolkowski needs to state their position now, or they won't be able to go to arbitration, I think that's what happening. Our position is very firm and that is denial and we as your representative, you have hired us as your representatives on this project, as your representative were recommending denial. Their contract with you stipulates that if they disagree they have to say so and if we have to move this to the next level, then that'll happen, but in the meantime we all are going to keep working on this building. She needs to be cared for, and were going to continue to care for her. These folks are doing a great job and I think Tim and Brett are doing a great job and I think together everybody's going to do a

great job. What we got to figure out is how were going to continue to pay for it and that's the real question, to continue to get a great job done.

Mr. Harmon, what we are going to do, we are going to table this request at this time and the reason for that is that if it was brought to a vote we would probably be going to court, we don't want to do that yet. We need to sit down with our attorneys, and sit down with you guys, Herceg and see where we can go from there and how we can work things out before we approve to go to the County Council. They haven't shut the issue down, we still can work on it and how we can get that \$195,000.00, I don't think, we won't vote it down. We need to sit down with attorneys and you guys and see what the consequences are and then we'll move forward. The other issue, we'll pick that issue up when we get this issue out of the way. At this time I'm going to ask a motion from one of the board members to table this.

Mr. Hager, I will make a motion to table for two weeks so we have a chance to sit down and talk it over, second by Mrs. Huston

Mr. Harmon, we have a motion by Mr. Hager to table for a period of two week, second by Mrs. Huston. Motion carried with a voice vote 3-0.

Mr. Harmon, now in reference to Mr. Herceg's request in the amount of \$248,315.00 plus the \$42,260.64 to include the masonry cleaning of the addition on the Federal Courthouse, the north side of the courthouse plus installing new windows in that particular area.

Mr. Wall, should I explain that just a little bit?

Mr. Harmon, yeah, and the flashing on the roof.

Mr. Wall, the site included in the chimney?

Mr. Herceg, the one on the side corner also.

Mr. Wall, No!

Mr. Hager, that hasn't been cleaned or anything.

Mr. Wall, the little entrance building on the north side was not included in our scope of work and it should be part of the connector building, because that scope has been reduced, it seems appropriate to bring back several items into the courthouse restoration. The flashing refers to the connect to the building I believe that work is already been started, it was leaking with every rain. So, it's being repaired correctly. The brick obviously needs cleaning as the rest of the building and then the windows will be replaced to match the windows of the courthouse so to bring that addition to the same level.

Mr. Harmon, then \$248,315.00 that's for more modillions, pilasters & hoodmold.

Mrs. Huston, made a motion to approve both request, one for \$248,315.00 and \$42,260.64, second by Mr. Hager. Motion carried with a roll-call vote 3-0.

Mr. Harmon, we will get with you and our attorney in our office next week, we will contact your and have a meeting in our office and see if we can't work something out.

OLD BUSINESS

James Keil, Keil and Associates/ Ordinance Zoning Map Change (tabled)

Mrs. Huston, made a motion to remove from table, second by Mr. Hager. Motion carried with a voice vote 3-0.

Mr. Harmon, ordinance on second and final reading by title only. AN ORDINANCE TO AMEND ARTICLE 4, SECTION 8-6 OF THE LAPORTE COUNTY MASTER PLAN AND THE ZONE MAP WHICH IS A PART THEROF IN ORDER TO REZONE AND RECLASSIFY A PARCEL OF REAL ESTATE IN THE COUNTY OF LAPORTE.

Mrs. Huston, made a motion to adopt on second and final reading, second by Mr. Harmon.

Mr. Hager, I voted against it the first time, because I wanted them to come back and tell me why they were zoning for business and they can't do it.

Mr. Harmon, Mr. Keil you have any comments?

Mr. Keil, we talked about it this morning.

Mr. Harmon, no other comments, roll call please. Motion carried with a roll-call vote 2-1 with Mr. Hager voting nay.

Mr. Harmon, ordinance 2006-08.

Patricia Pease, LaPorte County EMS Director/ Ambulance & Support Vehicle Bid Recommendations

Pat Pease, we received two bids Medtec and McCoy Miller and I would like to recommend we accept the bid from Medtec, based on the letter that I gave to the Commissioners. The biggest reason was the size of the McCoy Miller rig, were limited on space in the Michigan City base and we have specs for a certain size rig and they went just a hair bigger. They probably thought it was to their advantage but really we had to meet the specs to be approved and that was one reason they left out other specs that we requested. I would make a recommendation that we accept Medtec because of those features.

Mr. Harmon, you say the size of the McCoy Miller was larger?

Ms. Pease, it was about 2 inches by 2 inches bigger, we can't even have an inch bigger because of the size of the instrument we work with. We have to fit four rigs in that garage and every inch counts.

Mr. Harmon, questions?

Mr. Hager, made a motion to concur with the recommendation of Ms. Pease in the amount of \$113,719.00, second by Mrs. Huston. Motion carried with roll- call vote 3-0.

Ms. Pease, I was also directed to solicit for support vehicles. This was here to replace the EMS 1 and EMS 2 vehicles. We keep our support vehicles for approximately 10 years. I've debated on use, and I decided to request new ones since we did keep them for 10 years. I submitted letters to the Commissioner's. I had three quotes, LaPorte Chrysler, Sauers Buick, and Hirsch Ford for an SUV for the driver. I selected the smallest SUV based on our needs, it is a four-wheel drive. Commissioner Hager asked what it was with trade in. LaPorte Chrysler gave \$4,000 with a trade of a 2000 Taurus. Sauers can give us \$3,000 and Hirsch, I did not get the numbers, and it is unknown. Although their price with a discount on the Ford Explorer was \$23,000. My best guest would be approximately \$3,000 to \$4,000 with a trade of one vehicle. Even if you took the middle line, the 3,500. The Cherokee

was the smallest vehicle. I would entertain a suggestion to get the Envoy, I like the Envoy a lot better but I pick the cheapest price of the vehicles.

Mr. Hager, is the Envoy bigger than the Jeep inside?

Ms. Pease, just a little bit, yes!

Mrs. Huston, do you think that if you took the Taurus over to Hirsch Ford that this price would be the lower price with a Ford Explorer with a trade in?

Mr. Hager, they're \$30,000. They're \$2,000 higher on the vehicle itself.

Mrs. Huston, but this just for that discount. It doesn't have a trade in value; she didn't get it over there for them to see it. So you don't think that would work?

Mr. Hager, I don't think they'll try and get these.

Ms. Pease, I also solicited totals for a van. We currently have a 1996 van that we use for a training vehicle. I received two quotes from LaPorte Chrysler and Sauers and they are close to the same amount and they are giving us discounts. Chrysler is giving us \$3,500 trade for the van and Buicks giving us a \$2,000 trade, even though Buick Terraza is about \$120.00 cheaper at \$19,700, the 2006 Chrysler as stow-and-go seating. I would recommend that we try to get the 2006 Town & Country Van.

Mr. Hager, made a motion to go with LaPorte Chrysler Town & Country Van and Sauers for the SUV, second by Mrs. Huston. Motion carried 3-0.

Mr. Harmon, you should get on the Councils' agenda now.

Mrs. Pease, thank you. I also have additional equipment for both those vehicles.

Mr. Harmon, \$5,950.00?

Ms. Pease, it's about \$2,975.00 per vehicle, those funds would come out of, I talked to Auditor Shuter the other day, and one of charge of the vehicles were \$1,500.00 and the \$5,950.00 was for the equipment addition. So I'm requesting those funds from the Council.

Mrs. Huston, made a motion to approve request for miscellaneous materials to go along with the two vehicles, second by Mr. Hager, motion carried with a roll call vote 3-0.

NEW BUSINESS

John Saylor/ Saylor Land Surveying, Inc. /Wykoff Minor Subdivision

John Saylor, I have the final plat it has just been approved by the Plan Commission and the drawing is for the specs.

Mr. Harmon, the recommendation from the County Engineer, due to the fact there was no new infrastructure so no new bond will be required. Just to make clear this final plat and this information cannot be altered or be aligned by contractor or homeowner.

Mrs. Huston, made a motion to approve, second by Mr. Hager. Motion carried with a roll-call vote 3-0.

LaPorte County Board of Commissioners/ Resolution "ICE"

Mr. Harmon, we have a resolution before us by title only. The resolution of the Board of Commissioner's of LaPorte County. Would you like to explain it?

Mrs. Huston, as a former paramedic and training officer, I was reading through this book and came across this "IN CASE OF EMERGENCY SPEED DIAL", and I thought it would be beneficial to the citizens of LaPorte County. What it is is called "ICE", or In Case of Emergency. If you are for some reason unconscious when a paramedic come to pick up. If you have ICE in your phone and you can have ICE #1 or ICE #2 or ICE mom or ICE dad, ICE y. What it is, the paramedic can go to your cell phone and can actually go to ICE on the phone and dial that number and have somebody who is responsible for you who would know your blood type and any kind of information and be able to contact you and have you to come to the hospital or come with whatever medications. Notify you as far as status of the person. It was my recommendation to the lawyers to draw resolution of some sort and hopefully this will catch on in LaPorte County. I think it would be very beneficial to everyone in LaPorte County. Ms. Pease is here along with her Assistant Administrator, Donna McClay and supervisor, Rick Ludlow and I would encourage them also after the resolution is passed, that this go forward and adopt this for our county and for our system here. And I hope this catches on all over the place.

Mr. Harmon, what do we do from this point on?

Mrs. Huston, we passed the resolution, then we ask for support through EMS and of course through newspapers, that we adopt this and put ICE in their phones and the paramedics, you know if you are able to use the cell phone.

Mr. Hager, I think it is a good idea. People are going to see this, even if you are on vacation and you have your cell phone hooked up back here, and contact somebody immediately.

Mr. Harmon, we have the resolution by title only, no objections. Resolution of the Board of Commissioner's for LaPorte County, Indiana.

Mrs. Huston, made a motion to adopt this resolution, second by Mr. Hager. Motion carried with a roll-call vote 3-0.

Mr. Harmon, Resolution 2006-09.

Mrs. Huston, I would encourage Ms. Pease if you would, I understand that you've already done that but if you would encourage everyone out in the public to use this particular thing to put in. Obviously put a 1 in under the number with the area codes so that they can actually access it. the emergency room, doctors. I think it would be a good thing and I think it would protect our people.

Attorney Thomas J. Rutkowski/ Birchwood Trail Road Vacation

Table until June 20th meeting

Ken Stelmaszek, 1st Choice home Builders/ Extend Pavement on Miami Trail

Mr. Harmon, that road is not going to be opened by the county, it's heavily wooded all the way through from one end to the other end, we have in prior occasions allowed the landowner to use that road and put in a driveway at their expense at no cost to the county of any sort, as far as maintenance, mowing, things like that. If this road has to ever be developed or want to develop, it would be up to the homeowner to put in the road at the county's specifications at their expense and the county would take it over until that time you would be allowed to use that road as a driveway to your property.

Mr. Stelmaszek that is our only intent.

Mr. Harmon, we will have our attorney draw up the agreement, I don't know if you have a copy of the agreement with you. That would be acceptable to the Board to decide, a letter would probably do but we do have to have the attorney draw up the agreement and then have the Board of Commissioners would sign that agreement.

Mr. Hager, made a motion to allow an agreement to be signed between LaPorte County and 1st Choice Homebuilders in reference of use of a right of way for a driveway of approximately 40 feet on Miami Trail and sign the agreement, second by Mrs. Huston. Motion carried with a roll-call vote 3-0.

Mr. Harmon, our attorney would be back in a couple of days, once we get that agreement we will contact you.

PUBLIC COMMENTS

None

COMMISSIONER'S COMMENTS

Mr. Harmon, I would like to say to Mayor Morris, I think we're making very good progress as far as the parking situation around the courthouse is concerned. I hope our next meeting we will have an agreement.

Mayor Morris, I think we're making progress. I really do! I appreciate that very much I think we're going to end up with a good closure.

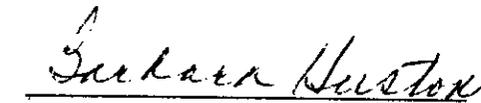
Mr. Harmon, I think we are too!

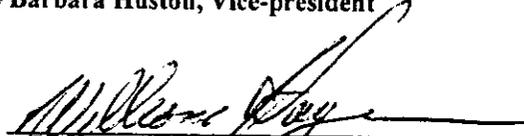
ADJOURN

Mr. Harmon adjourned the meeting at 7:05.

LAPORTE COUNTY BOARD OF COMMISSIONERS


Marlow Harmon, President


Barbara Huston, Vice-president


William Hager, Member

ATTEST: 
Teresa Shuter, LaPorte County Auditor

