

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 12th day of May, 2006 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 12th day of May, 2006 at about 4:00 p.m.

Order#1 – Agenda #5A

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

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

Order#2 – Agenda #5B

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

Scheub made a motion, seconded by Allen, to approve the Additions – Item# 4A – Reorganization of the Board; Item#4B – Commissioners Resolution Establishing Regular Study Sessions Dates for the Year 2006; Item#53A – Letter to Retirees concerning Medicare part D to made a matter of public record; Item #60B – Commissioner Appointments; Deletions – Item# 16 – Quotation from McShane's Inc. to electronically scan bridge plans and files in an amount not to exceed \$10,000.00; Corrections – Item #65 should read as follows: The next Commissioners Meeting will be held on Wednesday, June 21, 2006 at 10:00 a.m. This is a Regular Meeting. The deadline for Placement on the Agenda is Wednesday, June 7, 2006 by 2:00 p.m. The Study Session with regard to this meeting will be held on Wednesday, June 14, 2006 at 10:00 a.m. Motion passed 3-0.

ADD Order#3 – Agenda #4A

In the Matter of Reorganization of the Board.

Commissioner Roosevelt Allen Jr. nominated Commissioner Gerry Scheub for President. Hearing no other Nominations, Nominations are closed. Commissioner Gerry Scheub is President of the Lake County Board of Commissioners. Motion passed 3-0.

ADD Order#4 – Agenda #4B

In the Matter of Commissioners Resolution Establishing Regular Study Session Dates for the Year 2006.

Allen made a motion, seconded by DuPey, to approve the Commissioners Resolution Establishing Regular Study Session Dates for the Year 2006. Motion passed 3-0.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE RESOLUTION
ESTABLISHING REGULAR STUDY SESSIONS DATES FOR THE YEAR 2006

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HEREBY ESTABLISHES REGULAR STUDY SESSIONS DATES OF THE BOARD OF COMMISSIONERS WHICH STUDY SESSIONS SHALL BE HELD AT 10:00 A.M. IN THE COMMISSIONERS COURTROOM, THIRD FLOOR, ADMINISTRATION BUILDING, LAKE COUNTY GOVERNMENT CENTER, 2293 NORTH MAIN STREET, CROWN POINT, INDIANA.

THE SPECIFIC STUDY SESSION DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE CALENDAR YEAR 2006 ARE AS FOLLOWS:

WEDNESDAY, JUNE 14, 2006
WEDNESDAY, JULY 12, 2006
WEDNESDAY, AUGUST 9, 2006
WEDNESDAY, SEPTEMBER 13, 2006
WEDNESDAY, OCTOBER 11, 2006
WEDNESDAY, NOVEMBER 9, 2006
WEDNESDAY, DECEMBER 13, 2006

IN ACCORDANCE WITH I.C. 5-14-1.5-5 THE NOTICE OF THESE REGULAR STUDY SESSIONS WILL BE SENT ONE TIME TO EACH OF THOSE NEWS MEDIA/PERSONS/AGENCIES WHO HAVE FILED A REQUEST FOR NOTICE OF MEETING DATES WITH THE BOARD. IF THE DATE, TIME OR PLACE OF THE ABOVE REGULAR MEETING IS CHANGED AN ADDITIONAL NOTICE WILL BE GIVEN.

IN ACCORDANCE WITH I.C. 36-2-2-8, SPECIAL MEETINGS, A MEMBER OF THE COUNTY EXECUTIVE WHO CALLS A SPECIAL MEETING MUST GIVE AT LEAST SIX DAYS NOTICE OF THE MEETING UNLESS THE MEETING IS CALLED TO DEAL WITH AN EMERGENCY. THE NOTICE OF THE SPECIAL MEETING MUST INCLUDE A STATEMENT OF THE PURPOSE OF THE MEETING AND WILL BE CONFINED TO THE SUBJECT STATED AS THE SPECIFIC PURPOSE.

THIS RESOLUTION IS ENACTED THIS 17TH DAY OF MAY, 2006.

BOARD OF COMMISSIONERS
GERRY J. SCHEUB
ROOSEVELT ALLEN JR.

ATTEST:
PEGGY KATONA, LAKE COUNTY AUDITOR

ADD Order#5 – Agenda#53A

In the Matter of Letter to Retirees Concerning Medicare Part D.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Letter to Retirees Concerning Medicare Part D. Motion passed 3-0.

Order#6 – Agenda #5D

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

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

Order#7 – Agenda #5E

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

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

Order#8 – Agenda #6

In the Matter of Jail Management Project Report.

The report was given by Sheriff Roy Dominguez, Judge Longer, and Melinda Haag. No Action was taken.

Order#9 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution Honoring Merrillville Pirate 119 Pound Weight Division Wrestler, Javier Salas.

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution Honoring Merrillville Pirate 119 Pound Weight Division Wrestler, Javier Salas. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION

Honoring Merrillville Pirate 119 Pound Weight
Division Wrestler, Javier Salas

Whereas; Javier Salas is a Senior at Merrillville High School and is a 119-pound Class Wrestler for the Merrillville Pirates Wrestling Team; and

Whereas; Javier Salas became the Indiana State Wrestling Champion in the 119-pound weight division and credits his Father, Javier, Sr. with his success. Javier, Sr. would have Javier push cars up hills to build leg strength. He trained me my whole life.

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor, commend and sincerely congratulate Javier Salas for his tremendous achievement and commitment to the sport of wrestling. We hereby convey our best wishes for his future.

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#10 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution Honoring Merrillville Pirate Heavyweight Wrestler, Dexter Larimore

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution Honoring Merrillville Pirate Heavyweight Wrestler, Dexter Larimore. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION

Honoring Merrillville Heavyweight Wrestler,
Dexter Larimore

Whereas; Dexter Larimore is a Senior at Merrillville High School and is a Heavyweight Wrestler for the Merrillville Pirates Wrestling Team; and

Whereas; Dexter Larimore finished his Sophomore Wrestling Season with a record of 49-3, placing him in Fourth Place in the State; and

Whereas; Dexter Larimore ended his Junior Wrestling Season with a record of 41-2 placing him in Second Place in the State; and

Whereas; Dexter Larimore has obtained a record Senior Wrestling Season of 42-0 with 38 pins becoming the Indiana Sate Heavyweight Champion and achieving the rank of No. 2 High School Heavyweight in the Country making Dexter a National Champion; also being named the Post-Tribune's Defensive Player of the year in football.

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor, commend and sincerely congratulate Dexter Larimore for his tremendous achievement and commitment not only to the sport of wrestling but also football. We hereby convey our best wishes for his future.

Order#10 – Agenda #7 (Cont'd)

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#11 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution Honoring Chris Morin Crown Point Bulldog, State Champion Swimmer 100 Yard Butterfly.

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution Honoring Chris Morin Crown Point Bulldog, State Champion Swimmer 100 Yard Butterfly. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION

Honoring Chris Morin Crown Point Bulldog
State Champion Swimmer 100 Yard Butterfly

Whereas; Chris Morin is a Senior at Crown Point High School and is a Swimmer for the Crown Point Bulldogs Swim Team;
and

Whereas; Chris Morin is a member of the 200 free relay team. Chris Morin qualified in the 50 free 21.79, seeded the 12th and became sectional champion in the 100 fly with a time of 52.11 and took the State Championship in the 100 Yard Butterfly.

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor, commend and sincerely congratulate Chris Morin for his tremendous achievement and commitment to the sport of swimming. We hereby convey our best wishes for his future.

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#12 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution Honoring Hanover Central Wildcats 140 Pound Class Wrestler, Andrew Howe.

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution Honoring Hanover Central Wildcats 140 Pound Class Wrestler, Andrew Howe. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION

Honoring Hanover Central Wildcats 140 Pound Class
Wrestler, Andrew Howe

Whereas; Andrew Howe is a student at Hanover Central High School and is a 140-pound Class Wrestler for the Hanover Central Wildcats Wrestling Team; and

Whereas; Andrew Howe achieved a record of 48-0 this season and became the Indiana State Wrestling Champion in the 140-pound weight division; and

Whereas, Andrew Howe defeated Terrell Grizzle of Ben Davis for the State Championship in the 140-pound class and has been quoted as saying "I just took one match at a time".

Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor, commend and sincerely congratulate Andrew Howe for his tremendous achievement and commitment to the sport of wrestling. We hereby convey our best wishes for his future.

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#13 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution No. 2006-07 National Police Week.

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution No. 2006-07, National Police Week. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION
Of the BOARD OF COMMISSIONERS
Of the COUNTY OF LAKE No. 2006-07
NATIONAL POLICE WEEK

Whereas; Police Officers each day protect the citizens of Lake County, Indiana;

Order#13 – Agenda #7 (Cont'd)

Whereas; that duty requires that they place themselves in situations of peril;
Whereas, Police officers each and every day communicate with citizens in Lake County, Indiana and help them; and
Whereas; the citizens of Lake County, Indiana recognize the tremendous job that is done by the sworn police officers serving in all jurisdictions in Lake County, Indiana

Now, Therefore be it Resolved that May 14 through May 20, 2006 be declared National Police Week in Lake County, Indiana to honor all of the persons who are members of the police forces of the County, Cities, and Towns located in Lake County.

THIS RESOLUTION IS ADOPTED THIS 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#14 – Agenda #7

In the Matter of Commissioners Resolutions – Resolution Honoring Mayor Rudolph Clay.

Allen made a motion, seconded by Scheub, to approve the Commissioners' Resolution Honoring Mayor Rudolph Clay. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION
HONORING MAYOR RUDOLPH CLAY

Whereas, Rudolph Clay has served our great State of Indiana as an Indiana State Senator from 1972 through 1976; and
Whereas, Rudolph Clay went on to become a Lake County Councilman having been elected in 1978 and again in 1982;
and

Whereas, Rudolph Clay then became the Lake County Recorder in 1984; and
Whereas, Rudolph Clay was elected to become a Lake County Commissioner representing the First District serving from January 1, 1987 to April 7, 2006, and represented the Board of Commissioners as President of the Board eleven of those years;
and

Whereas, Rudolph Clay went on to become the Mayor of the Great City of Gary, Indiana on April 7, 2006.

Now, Therefore be it Resolved, the Board of Commissioners of the County of Lake does hereby congratulate Rudolph Clay for serving the people of Lake County diligently and faithfully on a continuous basis since 1972. Thank you for a job well done and good luck in your endeavors as the new Mayor of the City of Gary, County of Lake, State of Indiana.

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

GERRY J. SCHEUB
ROOSEVELT ALLEN, JR.

Order#15 – Agenda #8

In the Matter of L.C. Building Manager – Specification and modification for the return of Proposals for One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria.

Allen made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Building Manager's Specification and modification for the return of Proposals for One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria. Motion passed 2-0, Commissioner DuPey absent.

Order#16 – Agenda #9

In the Matter of Proposals for One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria for L.C. Building Manager.

This being the day, time and place for the receiving of proposals for One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria for L.C. Building Manager, the following proposals were received:

Lippert, Inc.	\$87,052.36
Losurdo Inc.	\$61,287.00

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

Order#17 – Agenda #10

In the Matter of L.C. Building Manager: Seek Proposals for One (1) New Hot Water Heater for the L.C. Cafeteria.

DuPey made a motion, seconded by Allen, to approve the L.C. Building Manager to go out on an Emergency basis for the seeking of proposals for One (1) New Hot Water Heater for the L.C. Cafeteria, get the quotes he needs, make the decision, call the news media let them see what he got, and go ahead prior to the next meeting. Motion passed 3-0.

Order#18 – Agenda #11

In the Matter of Bids for Replacement of L.C. Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township for L.C. Highway.

This being the day, time and place for the receiving of Bids for Replacement of L.C. Bridge No. 52 carrying 171st Avenue over Cedar Creek, Cedar Creek Township for L.C. Highway, the following bids were received:

Ellas Construction Co.	\$654,334.38
Dyer Construction Co.	\$579,666.44
Gariup Construction Co.	\$905,400.00
Rieth-Riley Construction Co.	\$764,720.00

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

Order#19 – Agenda #12

In the Matter of L.C. Highway – Rental Agreement with Deeds Equipment Co., Inc. for One (1) new 2006 Elgin Broom Bear Street Sweeper in the amount of \$2,000.00 per week for approximately 8 weeks.

DuPey made a motion, seconded by Allen, to approve the Rental Agreement between the L.C. Highway and Deeds Equipment Co., Inc. for One (1) new 2006 Elgin Broom Bear Street Sweeper in the amount of \$2,000.00 per week for approximately 8 weeks. Motion passed 3-0.



May 8, 2006

Lake County Highway Department
1100 E. Monitor Street
Crown Point, IN 46307
Attn: Rich Domonkos
Fax: 219-662-0497

Dear Rich:

Thank you for your interest in renting our Elgin Broom Bear street sweeper. In response to your inquiry, I am pleased to offer the following quotation for your consideration.

One (1) new 2006 Elgin Broom Bear, 4 wheel single engine, mechanical, rear broom, highway sweeper to include; a Caterpillar 230 hp engine in a Freightliner Business Class M2 106 chassis, with a short 19-foot turning radius, increasing maneuverability; the variable height dump feature allows operators to dump from ground level to dump truck height and anywhere in between, with side shift capability it can shift to the right 11 inches; a 4.6 cu yd volumetric capacity; large 44 inch dual side brooms; pneumatic lift and extension control provide unique sweeping action in front of the main broom; plus the brooms can be pinned out to provide up to 12 feet of coverage; a large 350 gallon water tank; spray bar in front of main broom, and all other standard equipment as per attached specifications, delivered to your shop.

Availability at this time is immediate with this unit.

2203 Michigan Road, Plymouth, IN 46583 • (574) 784-2500 • FAX (574) 784-2636

www.deedsequipment.com

Cost per week
X 8 weeks

\$2,000.00
X 8
\$16,000.00

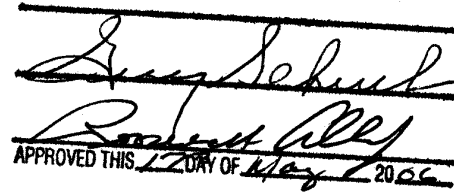
Thank you for allowing us to quote the listed equipment for your needs. Please feel free to contact me at 219-617-3273 if you have any questions or need further information.

Respectfully,



Mickie Hoskins
Sales Representative

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 12TH DAY OF May 2006

Order#20 - Agenda #13

In the Matter of L.C. Highway – Request for permission to purchase three (3) 2006 or newer Ford F-150 Series ½ ton crew cab 4x4 Pick-up Trucks through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of \$26,806.75 each, total of \$80,420.25.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway's request for permission to purchase three (3) 2006 or newer Ford F-150 Series ½ ton crew cab 4x4 Pick-up Trucks through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of \$26,806.75 each, total of \$80,420.25. Motion passed 3-0.

Order#21 – Agenda #14

In the Matter of L.C. Highway – Request for permission to purchase one (1) 2006 or newer Ford F-150 Series ½ 4x4 extended cab Pick-up Truck through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of \$22,551.75.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway's request for permission to purchase one (1) 2006 or newer Ford F-150 Series ½ 4x4 extended cab Pick-up Truck through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of \$22,551.75. Motion passed 3-0.

Order#22 – Agenda #15

In the matter of Proposals: L.C. Highway Dept. – Waste Removal for the Crown Point Yard and the Lowell Yard of the L.C. Highway Department.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Allied Waste Services for Waste Removal for the Crown Point Yard and the Lowell Yard of the L.C. Highway Department. Motion passed 3-0.

Letter of Recommendation:

May 10, 2006

Lake County Board of Commissioners
Attention: Frances DuPey, President
2293 North Main Street
Crown Point, Indiana 46307

Dear Madam President:

At the April 19, 2006 Commissioners meeting, the Lake County Board Commissioners opened the proposals for waster removal for the Crown Point yard and the Lowell yard of the Lake County Highway Department.

The following proposals were opened:

Order#22 – Agenda #15 (Cont'd)

Able Disposal/Meyer Waste Systems, P.O. Box 969, Chesterton, IN 46304
Allied Waste Services, 865 Wheeler Street, Crown Point, IN 46307
Waste Management, 2000 Dombey Road, Portage, Indiana 46368

We reviewed the proposals carefully and recommend the lowest and most responsive proposal for waste removal for the remainder of the 2006 calendar year to be awarded to Allied Waste Services who meet the specifications.

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

Order#23 – Agenda #17

In the Matter of L.C. Highway – Request for permission to solicit Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the Rehabilitation of Lake County Bridge #4, Range Line Road over Singleton Ditch.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway's request for permission to solicit Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for the Rehabilitation of Lake County Bridge #4, Range Line Road over Singleton Ditch to be returned by June 21, 2006 by 9:30 a.m. Motion passed 3-0.

Order#24 – Agenda #18

In the Matter of L.C. Highway – Agreement with Farrar, Garvey, & Associates LLC to provide Design-Engineering Services for the Rehabilitation of Lake County Bridge #217, Calhoun Street over Little Calumet River, Lake County, Indiana in an amount not to exceed \$59,100.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Farrar, Garvey, & Associates LLC to provide Design-Engineering Services for the Rehabilitation of Lake County Bridge #217, Calhoun Street over Little Calumet River, Lake County, Indiana in an amount not to exceed \$59,100.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into this 17 day of May, 2006, by and between Lake County, acting by and through the Board of County Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Farrar, Garvey & Associates, LLC, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to prepare plans, specifications and cost estimates for the project hereinafter described.

WHEREAS, the CONSULTANT has expressed a willingness to furnish the engineering services as set forth in Appendix "A".

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

Rehabilitation of Lake County Bridge No. 217, Calhoun Street over Little Calumet River, Lake County, Indiana.

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

SECTION I Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof.

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

SECTION IV Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V General Provisions

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office: 8925 North Meridian Street, Indianapolis, Indiana 46260.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part-time or other basis any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

3. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

5. Ownership of Documents

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

6. Access to Records

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

7. Compliance with State and Other Laws

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

8. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided.

9. Status of Claims

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

10. Worker's Compensation

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided by insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement, whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days' written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Agreement, and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- A. Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owner's or Contractor's Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified, each with Bodily Injury Limits of Liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property.
- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,00 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

11. Progress Reports

The CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

12. Changes in Work

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

13. Delays and Extensions

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

14. Abandonment and Termination

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

- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis, and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Subpart 31.2. The payment as made to the CONSULTANT shall be paid as the final payment in full settlement for his services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described 20-day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other CONSULTANTS, by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

15. Non-Discrimination

- A. Pursuant to I.C.22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of work under this

Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

- B. The CONSULTANT in the performance of the work under this Agreement shall comply with the United States Department of Transportation Regulations which follow:

During the performance of this Agreement, the CONSULTANT for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to non-discrimination.
4. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the LOCAL PUBLIC AGENCY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it may determine to be appropriate, including,

but not limited to, (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT will include the provision of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY.

16. Successors and Assignees

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

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

17. Disadvantaged Business Enterprise Program

A. General

- 1) Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.
- 2) The referenced section requires the following policy and Disadvantaged Business Enterprise (DBE) obligation to be included in all subsequent agreements between the CONSULTANT and any subcontractor.
 - a. It is the policy of the LOCAL PUBLIC AGENCY that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this contractor. Consequently, the DBE requirements of 49 CFR Part 23, apply to this contract.

- b. The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Federal assisted contracts.
- 3) As part of the CONSULTANT'S equal opportunity affirmative action program, it is required that the CONSULTANT take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize Disadvantaged Business Enterprise subcontractors, vendors or suppliers.

B. Definitions

The following definitions apply to this section:

- 1) "Disadvantaged Business Enterprise" means a small business concern: (a) which is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2) "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 3) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

- 4) "Certified Disadvantaged Business Enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR, Part 23. Businesses which are determined to be eligible will be certified as a Disadvantaged Business Enterprise (DBE).

C. Subcontracts

- 1) If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors prior to any subcontractual commitment.
- 2) The contacts made with potential disadvantaged business enterprise subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the FHWA when requested.
- 3) In those cases where the CONSULTANT originally did not intend to subcontract a portion of the work and later circumstances dictate subletting a portion of the contract work, the affirmative action contacts covered under paragraph C.1 and C.2 of this Section shall be performed.
- 4) No subletting will be approved until the CONSULTANT demonstrates his compliance with paragraphs C.1 and C.2 of this Section. The CONSULTANT shall demonstrate his compliance by submitting Form DBE-2 with each request to sublet. The CONSULTANT shall also submit documentation with the DBE-2 evidencing contacts and the results thereof made with potential Disadvantaged Business Enterprise subcontractors for the specific work to be subcontracted.

D. Affirmative Action

The CONSULTANT agrees to establish and conduct a program which will enable Disadvantaged Business Enterprises to be considered fairly as subcontractors and suppliers under this contract. In this connection, the CONSULTANT shall:

- 1) Designate a liaison officer who will administer the CONSULTANT'S Disadvantaged Business Enterprise program.
- 2) Ensure that known Disadvantaged Business Enterprises will have an equitable opportunity to compete for subcontracts, so as to facilitate the participation of Disadvantaged Business Enterprises.
- 3) Maintain records showing: (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of Disadvantaged Business Enterprises, (2) awards to Disadvantaged Business Enterprises on the source list, and (3) specific efforts to identify and award contracts to Disadvantaged Business Enterprises.

- 4) Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT's Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY may from time to time conduct.
- 5) Submit periodic reports of subcontracting to known Disadvantaged Business Enterprises with respect to the records referred to in Subparagraph (3) above in such form and manner and at such times as the LOCAL PUBLIC AGENCY may prescribe.

E. Leases and Rentals

The CONSULTANT shall notify the Indiana Department of Transportation when purchases or rental of equipment (other than leases for hauling) are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchase made or type of equipment rented.

F. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

18. Certification for Federal-Aid Contracts

The CONSULTANT certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that he or she has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

The CONSULTANT also agrees by submitting his or her contract that he or she shall require that the language of this certification be included in all lower tier subcontractors which exceed \$100,000, and that such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

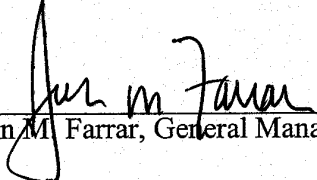
19. Supplements

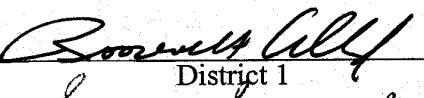
This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

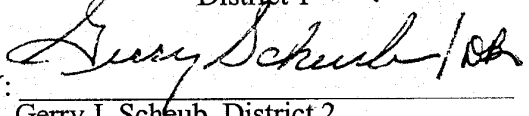
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

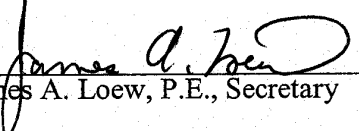
CONSULTANT:
Farrar, Garyey & Associates, LLC

LOCAL PUBLIC AGENCY:
Board of Lake County

BY: 
John M. Farrar, General Manager

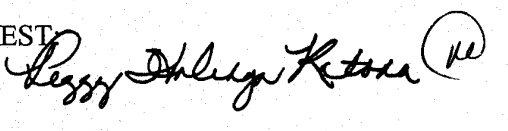
BY: 
District 1

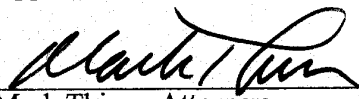
BY: 
Gerry J. Scheub, District 2

ATTEST:
BY: 
James A. Loew, P.E., Secretary

BY: _____
Frances DuPey, District 3

BY: _____

ATTEST: 
Peggy H. Katona, Lake County Auditor

Approved as to Legality and Form:

Mark Thiros, Attorney

APPENDIX "A"

SERVICES BY CONSULTANT

- 1) The CONSULTANT shall be responsible for performing the following:
 - A. Survey
 - B. Bridge and Approach Roadway Design
- 2) The CONSULTANT shall survey the project location and provide the LOCAL PUBLIC AGENCY with one copy of the field notes for the data accumulation survey. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's work shall be in accordance with the "Survey Manual, Location Surveys, Indiana Department of Transportation" (Survey Manual).
- 3) The CONSULTANT shall prepare preliminary plans, an economic analysis with proposed economic solutions and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; American Railway Engineering Association's "Manual for Railway Engineering"; Indiana Department of Transportation's Standard Specifications, Manual on Uniform Traffic Control Devices, Road, Bridge and Traffic Memoranda and Road, Bridge, and Traffic Design Manuals except as modified by supplemental specifications and special provisions, if any. Such preliminary plans and economical analysis shall be completed to the point required to fulfill the requirements for a Design Public Hearing, and no further work shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY.

Following approval of the preliminary plans and notification from the LOCAL PUBLIC AGENCY that Design Approval has been received, the CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications, and final cost estimates for the construction of the project. If the project includes bridge structures, the CONSULTANT shall provide the screed elevations.

The cost estimate for construction shall be prepared according to the current practices for INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

The CONSULTANT shall identify the permits required and supply completed permit application forms with all documentation necessary to obtain the permits. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with all required permits. The CONSULTANT shall track the status of permits and permit expiration dates to assure that valid permits will be available for the current project construction schedule.

A-1

- 4) Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following:
 - 1 set of final approved contract plans drawn to a suitable scale on standard 36" x 24" sheets;
 - 1 set of special provisions for the specifications;
 - 1 copy of the construction cost estimate;
 - 1 copy of all design computations, indexes, paged and bound;
 - 1 copy of all survey field notes for all surveys the CONSULTANT has performed on the project.
- 5) The responsible registrant shall affix his/her seal to all plans, specifications and reports.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between the CONSULTANT and the LOCAL PUBLIC AGENCY.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.
3. Contract forms and General Provisions for the bidding documents.
4. Minimum Wage Scale Determination.

APPENDIX "C"

SCHEDULE

The CONSULTANT will be prepared to begin the work under this Agreement immediately after a Letter of Notification to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver to the LOCAL PUBLIC AGENCY the work according to the following time periods:

1. Survey 30 days after Notice to Proceed;
2. Bridge Inspection Report and Preliminary Plans 90 days after Notice to Proceed;
3. Final Check Prints 60 days after approval of Preliminary Plans;
4. Final Tracings 30 days after approval of Final Check Prints;

APPENDIX "D"

COMPENSATION

Amount of Payment

The CONSULTANT will receive as payment for the work performed under this Agreement as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY:

1. The total compensation for this Agreement shall not exceed \$59,100.00 unless approved in writing by the LOCAL PUBLIC AGENCY;
2. The following is a breakdown of the items of work to be performed under this agreement and the fees for each item:

REQUIRED SERVICES

Field Survey-----	\$ 6,200.00
Design -----	52,900.00
TOTAL (All Tasks)-----	\$59,100.00

Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. Should the scope of work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the fixed fee to be paid shall be negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement.

Order#25 – Agenda #19

In the Matter of L.C. Highway – Request for permission to solicit Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for 109th and Randolph Intersection Improvements.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway’s request for permission to solicit Qualifications for the selection of a Consulting Engineering Firm to perform construction engineering services for 109th and Randolph Intersection Improvements to be returned by June 21, 2006 by 9:30 a.m. Motion passed 3-0.

Order#26 – Agenda #20

In the Matter of L.C. Highway – County Utility Agreement with Mundell & Associates for Monitoring Well Installation located East of Marshall Street and South of 133rd Avenue.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between the L.C. Highway and Mundell & Associates for Monitoring Well Installation located East of Marshall Street and South of 133rd Avenue. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

Mundell & Associates

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

Monitoring well Installation

Located at *East of Marshall Street and South of 133rd Avenue*
(SEE ATTACHED FIGURE)

Is hereby granted permission to be located within the highway right-of-way in accordance with

The attached drawings or if no drawings are attached, the utility facility will be placed adjacent to

The present utility facilities and within two feet of the right-of-way line as indicated on the plans

for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and

conform to the following terms and conditions:

1. Lake County Highway wants all utilities to be placed 2' (two Feet) from Right of Way line or, if different, then drawing must be pre-approved.
2. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
3. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

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

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

PERMIT #2202 P.003/003

LAKE CTY HIGHWAY

#2202 P.003/003

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

Disclaimer: Lake County is not responsible for damages to utilities placed in violation or variation of the permit.

John R. Belmont Owen R. Schwartz
Mundell & Associates

Applicant or Authorized Representative

Date of Signature 5/29/06

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

Recommended for Approval by:

Member

Lake County Highway Department

Gary Scheub
Member

Lake County Highway Department

Ronald Alley
Member

ATTEST:

Paula D. Kelly MW
Lake County Auditor

Order#27 – Agenda #21

In the Matter of L.C. Highway – County Utility Agreement with Northwestern Indiana Telephone Co. for Communications Cable located at 165th and Clay Street.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement between the L.C. Highway and Northwestern Indiana Telephone Co. for Communications Cable located at 165th and Clay Street. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

NORTHWESTERN INDIANA TELEPHONE CO.

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

COMMUNICATIONS CABLES

located at 165TH AND CLAY ST.

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

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

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

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

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

Don A. Schaefer
 Applicant or Authorized Representative

Date of Signature 4/18/06
219-996-0216

Recommended for Approval by:
[Signature] 4-21-2006
 Lake County Highway Department

 Lake County Highway Department

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

[Signature]
 Member

 Member

[Signature]
 Member

ATTEST: [Signature]
 Lake County Auditor

Order#28 – Agenda #22A-J

In the Matter of L.C. Highway - Certificates of Liability Insurance for K & S Engineers, Inc., Rieth-Riley Construction Co., Inc., Timber Masters, LLC, Gaskill Walton Construction Co., Qwest Communications Corp., Main Line Electric, Homer Tree Service, Inc., Dawn Companies, Inc., Midwest Telecom of America, Inc., Mundell & Associates, Inc.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for K & S Engineers, Inc., Rieth-Riley Construction Co., Inc., Timber Masters, LLC, Gaskill Walton Construction Co., Qwest Communications Corp., Main Line Electric, Homer Tree Service, Inc., Dawn Companies, Inc., Midwest Telecom of America, Inc., Mundell & Associates, Inc. Motion passed 3-0.

Order#29 – Agenda #23

In the Matter of Bids for Food Products for the Third Quarter of 2006 for L.C. Jail.

This being the day, time and place for the receiving of bids for Food Products for Food Products for the Third Quarter of 2006 for the L.C. Jail, the following bids were received:

Shop Rite Foods	\$219,934.00
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DuPey made a motion, seconded by Allen, to take the above bids under advisement and refer to the L.C. Sheriff for tabulation and recommendation. Motion passed 3-0.

Order#30 – Agenda #24 & 25

In the Matter of Proposals for Bread and Dairy Products for the Third Quarter of 2006 for L.C. Jail.

This being the day, time and place for the receiving of bids for Bread and Dairy Products for the Third Quarter of 2006 for the L.C. Jail, the following proposals were received:

Dairy

U.S. Food Service	\$26,280.10
Pleasant View	\$30,444.10
Clover Crest Dairy	\$24,063.30

Bread

Kreamo Bakers	\$90,649.00
Interstate Brands Corp.	\$29,864.00

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

Order#31 – Agenda #26

In the Matter of L.C. Sheriff – Consulting Contract with Fresh Start Counseling Services for the period of May 17, 2006 to December 31, 2006 in an amount not to exceed \$52,500.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between the L.C. Sheriff and Fresh Start Counseling Services for the period of May 17, 2006 to December 31, 2006 in an amount not to exceed \$52,500.00. Motion passed 3-0.

THIS AGREEMENT, entered into this 17th day of May, 2006 to and including May 17, 2006 to December 31, 2006 by and between FRESH START COUNSELING SERVICES, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. SHERIFF (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 the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the substance abuse services for the County at the Lake County Work Release Center, specifically the Consultant shall:
 - A. Consultant shall work a collaborative effort with the Town, City and County Courts, Prosecutor's Office and Sheriff's Department in providing substance abuse treatment services to those individuals who are sentenced to the County Work Release Center, and who qualify for participation in the program.
 - B. Consultant shall provide counselors and support staff to perform substance abuse treatment services to approximately 340 participants.
 - C. Consultant shall perform psycho/social evaluation, treatment plan, 32 hours of group psychotherapy, and aftercare plan for each participant.
 - D. Consultant shall keep accurate records of the above services, including individual charting of each treatment session for each client as is the customary standard in this field.
 - E. Consultant shall keep an accurate demographic data base of statistics for the purpose of evaluating participation in the program, and shall provide a written report to the members of the Lake County Council, the Sheriff's Department and the Lake County Board of Commissioners by February 1, 2003.
 - F. County recognizes that each participant has the right to confidentiality of the evaluation and progress in treatment, and that such rights of confidentiality are protected by State and Federal statutes. The Consultant shall keep such records in locked files in a secure area.

Order#31 – Agenda #26 (Cont'd)

- G. Consultant recognizes the Human and Legal rights of all participants to appropriate humane and confidential care regardless of race, religion, sex, national origin and economic class.
- H. Consultant is an Equal Opportunity Employer.
- I. Consultant shall keep and maintain records to show actual time involved in the performance of evaluations and treatment sessions.
- J. Consultant shall maintain its State Certification and all other individual certifications.
- K. Consultant shall maintain professional liability insurance.
- L. Consultant shall not provide direct psychiatric or medical services. Consultant will work professionally with the Work Release Center and other medical and mental health professionals and social service agencies to assist participants who are diagnosed as having a psychiatric condition. Consultant can assist as a referral source. However, Consultant shall not be the primary care provider.
- M. Consultant will report directly to the Lake County Sheriff's Work Release Center.
- N. The County Work Release Center shall provide appropriate office space for the Consultant to perform its duties in a safe, secure, confidential and professional manner.
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 Seven Thousand Dollars and (\$7,000.00) per month, not to exceed Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) for the year for all services herein. Subject to annual funding by the Fiscal Body. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
- A. Compensation shall be at the rate of \$50.00 for each individual psycho/social evaluation performed.
- B. Compensation shall be at the rate of \$15.00 per hour per client while participating in group substance abuse psychotherapy sessions.
- C. Those participants who are employed and can afford to pay for treatment shall do so at their own expense.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement for Cause.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Duties Mentioned in Paragraph 2-E.** 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.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or 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 service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.

Order#31 – Agenda #26 (Cont'd)

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.

16. **Information Availability.**

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

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

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

FRESH START COUNSELING SERVICES
7108 CALUMET AVENUE
HAMMOND, IN 46324
(219) 933-7990 (PHONE)
(219) 933-7992 (FAX)
(219) 805-7990 (CELL)

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

THE BOARD OF COMMISSIONER
OF THE COUNTY OF LAKE
FRANCES DuPEY
GERRY J. SCHEUB
ROOSEVELT ALLEN JR.

CONSULTANT:
VERONICA RAMON-CLARK

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#32 – Agenda #27

In the Matter of L.C. Sheriff – Request for permission to purchase five (5) 2006 Dodge Charger Marked Police Vehicles through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of approximately \$25,000 each, total of \$125,000.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Sheriff 's request for permission to purchase five (5) 2006 Dodge Charger Marked Police Vehicles through the Procurement Division, Quantity Purchase Agreement with the State of Indiana in the amount of approximately \$25,000 each, total of \$125,000.00. Motion passed 3-0.

Order#33 – Agenda #28

In the Matter of L.C. Sheriff – Request for permission to purchase two (2) 2006 Yamaha Rhino 660 Utility Vehicles in the amount of \$9,938.43 each. The price of these vehicles is below the Indiana QPA pricing grid.

DuPey made a motion, seconded by Allen, to approve the L.C. Sheriff's request for permission to purchase two (2) 2006 Yamaha Rhino 660 Utility Vehicles in the amount of \$9,938.43 each. The price of these vehicles is below the Indiana QPA pricing grid. Motion passed 3-0.

Order#34 – Agenda #9

In the Matter of Proposals: L.C. Building Manager – One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager to approve Losurdo, Inc. with \$61,287.00 for the One (1) New Unused Commercial Dishwasher for the Lake County Cafeteria. Motion passed 3-0.

Order#35 – Agenda #29

In the Matter of L.C. Surveyor – Request for Release of Monument Bond #706 in the form of a Letter of Credit in the amount of \$30,000.00 for improvements to the Marcotte Medical Building.

DuPey made a motion, seconded by Allen, to approve the L.C. Surveyor's request for Release of Monument Bond #706 in the form of a Letter of Credit in the amount of \$30,000.00 for improvements to the Marcotte Medical Building. Motion passed 3-0.

RELEASE

Order#35 – Agenda #29 (Cont'd)

WHEREAS, MONUMENT BOND in the form of an Letter of Credit #706 from Lakeside Bk. Of Chicago, IL. filed in the sum of Thirty Thousand Dollars (\$30,000.00) for improvements in Marcotte Medical Build Subdivision.

Therefore the Board of Commissioners of the County of Lake does hereby release the said in the form of a Letter of Credit #706 from Lakeside Bk. Of Chicago, IL. filed in the sum of Thirty Thousand Dollars (\$30,000.00 effective this date.

DATED 17TH DAY OF MAY, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN, COMMISSIONER
ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: INSPECTION – MARCOTTE MEDICAL BUILDING SUBDIVISION

WHEREAS, The County Surveyor’s Office has examined and filed a written report approving completion of improvements in MARCOTTE MEDICAL BUILDING SUBDIVISION.

Therefore, be it resolved, the BOARD OF COMMISSIONERS of the County of Lake does hereby authorize the release of the Monuments Bond as of this date.

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 17TH DAY OF MAY, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN, COMMISSIONER
ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order#36 – Agenda #30-32

In the Matter of L.C. Juvenile Center: Seek Proposals for Food, Bread, and Dairy Products for the Third Quarter of 2006.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Juvenile Center for the Food, Bread, and Dairy Products for the Third Quarter of 2006, from the following vendors, and ordered same to be returned by Wednesday, May 17, 2006 by 9:30 a.m. Motion passed 3-0.

Food

Shop Rite Foods Gordon Food Service Sysco Food Services

Bread

Kreamo Bakers Interstate Brands Sara Lee Baking

Dairy

Pleasant View Dairy Corp. Dairy Farms, Inc. Clovercrest Dairy

Order#37 – Agenda #33

In the Matter of Proposals: L.C. Emergency Management – Search and rescue equipment for Lake County USAR Team.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Emergency Management to approve Environmental Safety Group with \$124,523.12 for the search and rescue equipment for Lake County USAR Team. Motion passed 3-0.

Allen made a motion, seconded by DuPey, to allow Jeff Miller to proceed with the project to call all the department heads, elected officials, and judges to define everything and fine tune everything about how to be properly trained so everyone knows what to do in case of another emergency. Motion passed 3-0.

Order#38 – Agenda #34

In the Matter of L.C. Data Processing/L.C. Council – Memorandum of Understanding for an Automated Case management System with the Town of Whiting.

DuPey made a motion, seconded by Allen, to approve the Memorandum of Understanding for an Automated Case management System between the L.C. Data Processing/L.C. Council and the Town of Whiting. Motion passed 3-0.

MEMORANDUM OF UNDERSTANDING
FOR AN AUTOMATED CASE MANAGEMENT SYSTEM

This Memorandum of Understanding (Agreement) is made and entered into by and between the City/Town Court and Clerk of the City/Town of **Whiting**, (Court/Clerk) and the County of Lake, through the Lake County Board of Commissioners and the Lake County Council (County):

RECITALS

- WHEREAS, the Court is the properly established Court and the Clerk is the officially elected Clerk of the Court of the City/Town of **Whiting**; and
- WHEREAS, the Lake County Board of Commissioners is the executive of Lake County, Indiana, and the Lake County Council is the legislative and fiscal body of Lake County, Indiana; and
- WHEREAS, in 2004, 28,600 infractions were filed in Lake Superior Court, County Divisions I, II, III and IV, and the automated case management system utilized by the courts permitted the timely electronic transmission of information on traffic infractions to the Indiana Bureau of Motor Vehicles (BMV) as required by current law; and
- WHEREAS, in 2004, 43,067 infractions were filed in the ten city and town courts in Lake County, which courts have no means of electronically transmitting information on traffic infractions to the BMV; and
- WHEREAS, Lake County desires to assist the city and town courts of Lake County to transmit traffic infraction and selected information to the BMV; and
- WHEREAS, the Indiana Supreme Court and its Judicial Technology Automation Committee (JTAC) has responded favorably to the request of the Lake Superior Courts to assist and enable the ten city and town courts in Lake County to electronically transmit information to the BMV as required by current Indiana law; and
- WHEREAS, the Indiana Supreme Court in conjunction with the BMV has received a federal grant to be used to improve the transmission to the BMV of information on certain traffic information; and
- WHEREAS, the Indiana Supreme Court has decided that subject to a definite grant agreement between the Supreme Court, Lake County and participating city and town courts, the Supreme Court contemplates making a grant to Lake County in the amount of Two Hundred Seventy-Seven Thousand Seven Hundred and One (\$277,701.00) Dollars to be used by Lake County to assist the cities and towns of Crown Point, East Chicago, Gary, Hammond, Hobart, Lake Station, Lowell, Merrillville, Schererville and Whiting, to establish an automatic case management system to be used by each

city and town court to permit the timely electronic transmission to the BMV as required by current law; and

WHEREAS, the County will assist the city and town courts in the following areas related to the timely electronic transmission to the BMV of relevant information on traffic infraction cases:

1. New hardware;
2. Maximus/CourtView software licenses;
3. Cabling;
4. Training;
5. Software annual maintenance - first year only;
6. Annual T-1 or DSL line expense - first year only.

NOW, THEREFORE, IN CONSIDERATION OF THE foregoing representations and covenant hereinafter set forth, the parties agree as follows:

1. Authority. The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. Term of Agreement. The term of this Agreement shall be from **the date of signing through December 31, 2006**, and shall automatically renew each year unless the Court/Clerk or County notifies in writing the other party of its termination at least 60 days before the end of the current term.
3. Purpose of Agreement. The purpose of this Agreement is for the County to assist the City and Town Courts and Clerks in the following areas in order to timely electronically transmit to the BMV relevant information on traffic infraction cases heard by the City and Town Courts:
 - A. New Hardware;
 - B. Maximus/CourtView software licenses;
 - C. Cabling;
 - D. Training;
 - E. Software annual maintenance - first year only;
 - F. Annual T-1 or DSL line expense - first year only.
4. Functions and Services. The following specific functions and services are to be performed or furnished by the County on behalf of the **Whiting** Court/Clerk:
 - A. **Three (3)** Maximus automatic case management system/CourtView licenses;
 - B. **Three (3)** terminal server licenses;
 - C. First year annual support fee for **three (3)** Maximus licenses;
 - D. Purchase and installation of a T-1 router or DSL line at a cost not to exceed **\$84.95**;

- E. Purchase and installation of **three (3)** cable drops at a cost not to exceed **\$750**;
 - F. Up to four (4) hours of training for each of **three (3)** staff members of the Court/Clerk;
 - G. T-1 or DSL line charges for one year to vendor (SBC or Qwest);
 - H. The following other equipment:
 - i.) Printers: **One**;
 - ii) Personal computers: **None**;
 - iii) Other: **None**.
5. Data Conversion. It is expressly agreed that any data conversion from the current data processing system used by the Court/Clerk to the CourtView system shall be the sole option and financial responsibility of the Court/Clerk. The County shall provide no funding for such data conversion.
6. Responsibilities and Duties of the Court/Clerk. The Court/Clerk agrees as follows:
 - A. To permit access for Lake County employees or their designees to install equipment, test systems, on premises, if necessary, and to train employees of the clerk and court;
 - B. To only use the network, system, and equipment according to the best practices as defined and modified by Lake County and the Lake County Data Processing Agency or its assignee;
7. Fees. The Court/Clerk agrees to pay the following fees to the County within 45 days of invoice date for the listed services:
 - A. Miscellaneous start-up expenses incurred over and above the items or amounts listed in paragraph number 4;
 - B. T-1 or DSL line costs after the first year;
 - C. Maximus annual automated case management systems/CourtView support fees after the first year;
 - D. Other equipment and training as required by the City/Town Court and not covered in this Agreement.
8. Effective Date and Commencement of Terms. This Agreement shall be effective and the terms set forth shall be deemed enforceable upon the signature and approval of all the parties.

IN WITNESS WHEREOF, the Court/Clerk and the County, through duly authorized representatives, have entered into this Memorandum of Understanding; and having read and understood the foregoing terms of this Memorandum of Understanding, the Court/Clerk and the County do by their respective signatures dated below agree to such terms.

COUNTY OF LAKE:

By: Gerry Scheub
Gerry J. Scheub
President County Commissioners

Date: 5/17/06

By: Roosevelt Allen
Rudolph Clay Roosevelt Allen, Jr.
County Commissioner

Date: 5/17/06

By: _____
Frances DuPey
County Commissioner

Date: _____

COUNTY OF LAKE:

By: Will A. Smith, Jr.
Will A. Smith, Jr.
President, County Council

Date: 5-9-06

By: Ron Tabaczynski
Ron Tabaczynski
County Councilman

Date: 5-9-06

By: Larry Blanchard
Larry Blanchard
County Councilman

Date: 5-9-06

By: Thomas O'Donnell
Thomas O'Donnell
County Councilman

Date: 5-9-06

By: Christine Cid
Christine Cid
County Councilwoman

Date: 5-9-06

By: Elsie Franklin
Elsie Franklin
County Councilwoman

Date: 5-9-06

By: Donald Potrebic
Donald Potrebic
County Councilman

Date: 5-9-06



COURT/CLERK

By: Ann P. Likens
Honorable Ann P. Likens
Judge, Whiting City Court

Date: 4-6-06

By: Judith E. Lehman
Clerk of the Court

Date: 4-10-06

Order#39 – Agenda #35

In the Matter of L.C. Assessor – Consulting Contract Amendment to the Agreement entered into with Laszlo & Popp, PC on February 15, 2006 for an additional \$50,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract Amendment to the Agreement entered into between the L.C. Assessor and Laszlo & Popp, PC on February 15, 2006 for an additional \$50,000.00. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

This is an amendment to the Agreement entered into between Laszlo & Popp, PC and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor on the 15th day of February, 2006 for Contract Attorney Consulting Services for the Lake County Assessor to be paid for out of the Lake County Assessor's Budget.

The contract is amended as follows: This is for an additional Fifty Thousand (\$50,000.00) dollars and at the same rates of pay.

Approved this 17th day of May, 2006

Board of Commissioners
Of the County of Lake
Frances DuPey
Gerry J. Scheub
Roosevelt Allen, Jr.

Consultant
Brian P. Popp
Attest:
Peggy Katona, Lake County Auditor

Order#40 – Agenda #36

In the Matter of L.C. Assessor – Consulting Contract Amendment to the Agreement entered into with Parker, Poe, Adams & Bernstein, L.L.P. on February 15, 2006 for an additional \$150,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract Amendment to the Agreement entered into between the L.C. Assessor and Parker, Poe, Adams & Bernstein, L.L.P. on February 15, 2006 for an additional \$150,000.00. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

This is an amendment to the Agreement entered into between Parker, Poe, Adams & Bernstein, L.L.P. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor on the 15th day of February, 2006 for Contract Attorney Consulting Services for the Lake County Assessor to be paid for out of the Lake County Assessor's Budget.

The contract is amended as follows: This is for an additional One Hundred Fifty Thousand (\$150,000.00) dollars and at the same rates of pay.

Approved this 17th day of May, 2006

Board of Commissioners
Of the County of Lake
Frances DuPey
Gerry J. Scheub
Roosevelt Allen, Jr.

Consultant
Charles C. Meeker
Attest:
Peggy Katona, Lake County Auditor

Order#41 – Agenda #37

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check No. 278554 in the amount of \$2,005.64 for improvements for Wild Rose Farm.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Performance Bond in the form of an Official Check No. 278554 in the amount of \$2,005.64 for improvements for Wild Rose Farm. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: May 17, 2005
SUBDIVISION: Wild Rose Farm
BONDING COMPANY: Centier Bank Official Check No. 278554
PETITIONER: Robert M. & Dawn M. Spzak

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

TOTAL: \$2,005.64

All of which is hereby resolved and adopted this 17th day of May, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GEERY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#42 – Agenda #38

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit No. 533 in the amount of \$139,050.00 for Roadway Improvements in Farmington Meadows, Phase 1.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission’s Performance Bond in the form of an Irrevocable Letter of Credit No. 533 in the amount of \$139,050.00 for Roadway Improvements in Farmington Meadows, Phase 1. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: May 17, 2005
SUBDIVISION: Farmington Meadows, Phase I
BONDING COMPANY: DeMotte State Bank
PETITIONER: Langen Homes, Inc.

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

TOTAL: \$139,050.00

All of which is hereby resolved and adopted this 17th day of May, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GEERY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#43 – Agenda #39

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit No. 532 in the amount of \$13,500.00 for Street Trees in Farmington Meadows, Phase 1.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission’s Performance Bond in the form of an Irrevocable Letter of Credit No. 532 in the amount of \$13,500.00 for Street Trees in Farmington Meadows, Phase 1. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: May 17, 2005
SUBDIVISION: Farmington Meadows, Phase I
BONDING COMPANY: DeMotte State Bank
PETITIONER: Langen Homes, Inc.

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

TOTAL: \$13,500.00

All of which is hereby resolved and adopted this 17th day of May, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GEERY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#44 – Agenda #40

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check No. 415438927 in the amount of \$4,430.00 for improvements in Gate’s Woods Subdivision.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission’s Performance Bond in the form of an Official Check No. 415438927 in the amount of \$4,430.00 for improvements in Gate’s Woods Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: May 17, 2005
SUBDIVISION: Gate’s Woods Subdivision
BONDING COMPANY: Chase Bank Official No. 415438927
PETITIONER: James and Martha Gates

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

TOTAL: \$4,430.00

All of which is hereby resolved and adopted this 17th day of May, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

Order#44 – Agenda #40 (Cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GEERY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#45 – Agenda #41

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check No. 275889 in the amount of \$3,270.00 for improvements in Nichols Subdivision.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Performance Bond in the form of an Official Check No. 275889 in the amount of \$3,270.00 for improvements in Nichols Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: May 17, 2005
SUBDIVISION: Nichols Subdivision
BONDING COMPANY: Centier Bank Official Check No. 275889
PETITIONER: William J. Nichols

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

TOTAL: \$3,270.00

All of which is hereby resolved and adopted this 17th day of May, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GEERY SCHEUB, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#46 – Agenda #42

In the Matter of Consulting Engineering Report.

John Blosky reported that Judge Schiralli's Courtroom is a few weeks out from being completed in the Gary Courthouse. They will probably have an open house later next month.

Allen made a motion, seconded by Scheub, to approve to officially open Judge Schiralli's Courtroom on June 27, 2006 at 10:00 a.m.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the Consulting Engineering Report. Motion passed 3-0.

Order#47 – Agenda #43 C1

In the Matter of Property Sales: Commissioners Deeds for Ramiro Cazares and Ramiro Cazares, Jr.

DuPey made a motion, seconded by Allen, to table the Commissioners Deeds on Ramiro Cazares and Ramiro Cazares, Jr. Motion passed 3-0.

Order#48 – Agenda #43 C2

In the Matter of Property Sales: Commissioners Deeds for Eduardo Mendez.

DuPey made a motion, seconded by Allen, to approve to correct the Quit Claim deed for Eduardo Mendez. Motion passed 3-0.

Order#49 – Agenda #43 C3

In the Matter of Property Sales: Commissioners Deeds for Rubener Franklin.

DuPey made a motion, seconded by Allen, to approve the Commissioner's Deed for Rubener Franklin. Motion passed 3-0.

Order#50 – Agenda #44

In the Matter of Municipal Real Estate Advisors, Inc. request for the transfer to the City of East Chicago all East Chicago Parcels listed for the Commissioners Tax Certificate Sale of June 13 & 14, 2006.

DuPey made a motion, seconded by Allen, to approve the Municipal Real Estate Advisors, Inc. request for the transfer to the City of East Chicago all East Chicago Parcels listed for the Commissioners Tax Certificate Sale of June 13 & 14, 2006 with the exception of Actin's parking lot and the East Chicago Courthouse. Motion passed 3-0.

Order#51 – Agenda #45

In the Matter of Property donation to the County of Lake from William Critser.

DuPey made a motion, seconded by Allen, to approve the Property donation to the County of Lake from William Critser. Motion passed 3-0.

Order#52 – Agenda #47

In the Matter of Officials Bond – Roosevelt Allen, Jr.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the Officials Bond for Roosevelt Allen, Jr. Motion passed 3-0.

Order#53 – Agenda #48

In the Matter of Revised County Form 20 – Vendor Qualification Affidavit.

DuPey made a motion, seconded by Allen, to approve the Revised County Form 20 – Vendor Qualification Affidavit. Motion passed 3-0.

Order#54 – Agenda #49

In the Matter of Professional Services Agreement with Nexus Group, Inc. on behalf of the L.C. Assessor, Center Township Assessor, Hobart Township Assessor, North Township Assessor and Ross Township Assessor.

DuPey made a motion, seconded by Allen, to correct the date and to approve the Professional Services Agreement between the L.C. Board of Commissioners and Nexus Group, Inc. on behalf of the L.C. Assessor, Center Township Assessor, Hobart Township Assessor, North Township Assessor and Ross Township Assessor. Motion passed 2-1, Commissioner Scheub against.

PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this ¹⁵ day of ~~January~~ ^{March} 2006 by and between Nexus Group, Inc. ("Nexus") and the Lake County (Indiana) Commissioners ("Client").

RECITALS:

Whereas, Nexus operates a tax research and consulting firm based in Indiana and has certain skills and expertise in regards to the services to be performed;

Whereas, Client desires to retain the benefit of Nexus's service, knowledge, skills and expertise in certain specified areas of Indiana property taxation; and

Whereas, Client and Nexus are desirous of documenting the terms and conditions of said relationship;

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement. Now, therefore, in consideration of the premises and the mutual covenants, agreements and representations herein contained, and other good and adequate consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. **Engagement.** Client hereby engages Nexus as a service provider, consultant and advisor to the Client with respect to the matters identified in Section 2 hereof and in Attachment 1 to this AGREEMENT for the compensation as set forth in Section 3 hereof and for the term as set forth in Section 5 hereof. Nexus hereby accepts this engagement by Client as a service provider, consultant and advisor with respect to such matters and for such compensation and term.
2. **Services to be Performed.** During the term of this AGREEMENT, Nexus shall provide verbal and/or written reports, communications, data analysis and other related and necessary information ("Services") to the Client in general regards to annual trending as described in 50 IAC 21 regarding the ~~2005~~ ²⁰⁰⁶ real property assessed values, trending of improvement values, trending of land values (except agricultural land), and property class ratio studies. These Services and deliverables are further outlined and detailed in Attachment 1 to this AGREEMENT. Client and Nexus may alter the scope and nature of the Services upon mutual agreement. Nexus shall work closely with Client to ensure that Nexus completes those Services necessary so that Client meets all statutory deadlines. Nexus agrees to work in conjunction with the Client and other service providers, including but not limited to those associated with the reassessment and/or software provision, to integrate and transfer information so as to provide information to the Client in a uniform format. All work product of Nexus shall meet the requirements as established by the Department of Local Government Finance consistent with Regulation 17 as detailed in Version A of the 2002 Real

Property Assessment Manual, any subsequent alterations to this document, as well as pertinent and other related adopted rules including, but not limited to, equalization requirements.

3. **Compensation.** In consideration for the Services as described in Section 2 hereof Nexus shall receive the sum of \$368,000.00. Additional work as requested in writing by other townships not included in this contract shall be invoiced as part of the final payment as described herein. In no event shall the total cost of all such services exceed \$475,000.00 under terms of this contract. Further detail on the breakdown of cost by township and county service is provided in Attachment 1. Invoices in the amounts described below shall be submitted on the following time schedule:

Four (4) months from initiation of work:	\$ 68,000.00
Four (4) months subsequent to first invoice:	\$100,000.00
Five (5) months subsequent to second invoice:	\$100,000.00

The remaining and final contractual payment will be due and payable upon mutual satisfaction of both parties that all contract deliverables have been met. In the event that either party cancels the AGREEMENT, Nexus shall determine the percentage of contracted work that has been completed and submit this information to Client for review and approval. An invoice based on this percentage completion shall be submitted for payment as well. Work performed outside the scope of service in Attachment 1 must be requested by the Client in writing. Such additional work will be invoiced at a rate of \$105.00 per hour. Nexus shall submit an invoice or claim for payment to Client. Invoices are due within 45 days, with an additional grace period of 15 days. Payments outstanding after such grace period will be assessed an interest charge of one percent (1%) per month.

4. **On-Site Presentations and/or Defense.** Nexus agrees to provide public presentations, defend and/or support any aspect of these Services for an additional fee, commensurate with Nexus' standard hourly rate. Client may request this rate in writing as deemed necessary. If desired by the Client, Nexus agrees to make a public presentation at mutually agreeable dates and times in Lake County to inform and educate the public as to predicted impacts of the trending process and/or the Services detailed hereunder as performed by Nexus. Nexus shall work with the Client to obtain adequate media coverage for these presentations. At no additional expense, Nexus agrees to provide the Client with exemplary documentation for information defense as provided in the Services so that Client may better comment on petitions or other matters.
5. **Term, Termination and Suspension.** The term of this AGREEMENT shall commence on the earliest date noted above and shall continue indefinitely until all Services have been provided. Nexus may cancel this AGREEMENT with thirty days notice and for good and just cause. Client may cancel this AGREEMENT at any time with thirty (30) days notice. In the event of cancellation by either party, any and all

outstanding payments shall likewise be suspended. Further, Client may suspend the provision of Services at his sole discretion, making the payment of any and all outstanding compensation due and payable in Section 3 likewise suspended. At the resumption of Services, Nexus and Client would make a good faith effort to amend this Agreement concerning due dates for deliverables and a compensation schedule.

6. **Confidentiality**. Nexus shall maintain the confidentiality of all Client records, data, information, correspondence of any type and similar. All information related to these Services shall be provided to the Client only, unless otherwise directed by Client, or as so directed by a Court of Law.
7. **Independent Contractor**. Nexus shall at all times be an independent contractor hereunder, rather than a coventure, agent, employee or representative of the Client. Client hereby acknowledges and agrees that Nexus may engage directly or indirectly in other business and ventures not otherwise proscribed hereby.
8. **Proscribed Activities**. Nexus or its shareholders shall not file any type of real or personal property appeal on behalf of any person(s), corporations or business entities in regards to property owned, held or possessed in Lake County, Indiana.
9. **Enforcement**. The provisions of this AGREEMENT shall be enforceable notwithstanding the existence of any claim by either Client or Nexus against the other. Each of the parties of this AGREEMENT shall have the right to specific performance and injunctive relief to enforce the terms of this AGREEMENT.
10. **Governing Law**. The AGREEMENT shall be construed in accordance with the laws of the state of Indiana.
11. **Waiver of Breach**. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by either party.
12. **Entirety**. This AGREEMENT represents the complete and final agreement of the parties with respect to delivery of Services and shall control over any other statement, representation or agreement. Any changes to the Agreement must be in writing, signed by both parties.
13. **Survival**. The provisions of this AGREEMENT relating to confidentiality shall survive the termination of the AGREEMENT.
14. **Captions**. The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
15. **Binding Effect**. This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.

16. **Indemnification.** Both Client and Nexus agrees to indemnify, defend and hold harmless the other from and against any and all costs, expenses and liability, including, but not limited to, reasonable attorney fees, which it may incur in the event of a breach by the other party of its obligations hereunder or arising from acts or omissions of the other party in performing its obligations hereunder.
17. **Contract Representative.** The Client may designate a Contract Representative to serve as the primary contact person for notifications and receipt and/or coordination of Services. The Nexus Contract Representative shall be Frank S. Kelly, 4225 N. Illinois Street, Indianapolis, IN 46208 (317-925-7783).
18. **Notices.** All written notices shall be directed, if to Nexus, at: 4225 N. Illinois St., Indianapolis, IN 46208; and if to Client, at: 2293 N. Main Street, Crown Point, IN 46307.
19. **Responsibilities.** The final determination of assessed value and true tax value is and shall remain the responsibility of the Client.
20. **Non-Discrimination.** Pursuant to IC 22-9-1-10, Nexus and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.
21. **Delays.** Whenever Nexus or the Client have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within fifteen (15) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.
22. **Subcontracting.** Nexus must obtain the approval of the Client before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials. If subcontractors are used, Nexus is responsible for contract performance, compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.
23. **Force Majeure.** Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

24. **Maintaining A Drug-Free Workplace.** Nexus hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Client within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace. It is further expressly agreed that the failure of Nexus to in good faith comply with the terms of the above, or falsifying or otherwise violating these terms shall constitute a material breach of this Agreement, and shall entitle the Client to impose sanctions against Nexus including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of Nexus from doing further business with the Client for up to three (3) years.
25. **Subject to Appropriation.** This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
26. **Timely Payments.** The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.
27. **Invoice Specificity.** The invoices submitted for payment shall specifically identify the percentage of completion for the County Assessor, Center Township Assessor, Hobart Township Assessor, North Township Assessor, and Ross Township Assessor. For that work performed on an hourly basis for a Township not listed in the preceding sentence, the invoice shall by Township specifically indicate the number of hours of worked in that Township for which payment is sought.
28. **Page Count.** This contract consists of 8 pages including attachment 1.
29. **Additional Provisions.** The following additional provisions are incorporated into the contract by statute.
- A. To incorporate the Attached "Timeline" as part of this Agreement.
 - B. Nexus Group, Inc. shall complete all responsibilities by December 31, 2006.
 - C. In the event that Nexus does not complete its responsibilities under this Agreement in a timely fashion, and to the extent that such delays are not reasonably caused by the Client, the County Assessor and/or the Township Assessor, Nexus shall be penalized \$100 per day until such time as the outlined work is complete.
 - D. Nexus shall provide written or oral reports as to the status of the various deliverables outlined in the "Timeline", Attachment 1 and elsewhere in this Agreement as requested by the Client, or as deemed necessary by Nexus. These reports shall be

provided no less than monthly, nor more frequently than weekly.

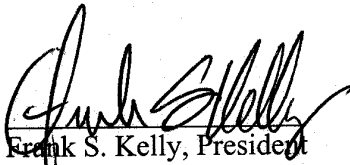
- E. Per IC 6-1.1-4-19.5(6), Nexus shall assist the Client in making all data available to the Legislative Services Agency, DLGF or other designated agency. However, provision of final 2006 real property assessment data to other entities remains the responsibility of the Client.
- F. Per IC 6-1.1-4-19.5(7), the Legislative Services Agency, DLGF or other designated agency has unrestricted access to the work project of Nexus.
- G. Nexus Group, Inc. will generate complete parcel characteristics and parcel assessment data in a manner and format acceptable to the Legislative Services Agency and the Department of Local Government Finance.

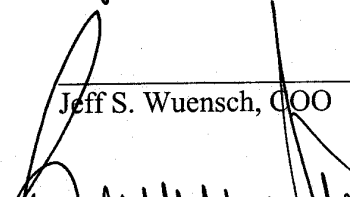
30. Attachments

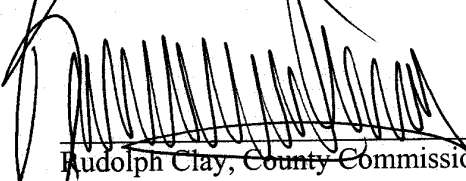
The following are appended to this document: Attachment 1 - Nexus Deliverables, cost breakdown, and Lake County Deliverables, Attachment 2 - Timeline, Attachment 3 - Trending Overview.

In witness whereof, the undersigned have executed this AMENDED AGREEMENT effective as of the 15th day of February, 2006.

“Nexus”

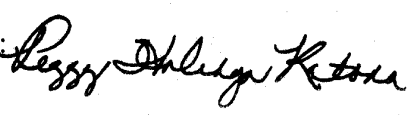
By:  Date 3-15-06
Frank S. Kelly, President

By:  Date _____
Jeff S. Wuensch, COO

“Client”
By:  Date 03/15/06
Rudolph Clay, County Commissioner

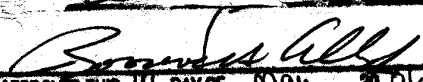
By: _____ Date _____
Gerry Scheub, County Commissioner

By:  Date 03/15/06
Frances Dupey, County Commissioner

Attest: 
Peggy Holinga Katona,
Lake County Auditor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE




APPROVED THIS 11 DAY OF NOV 2006

Attachment 1

Nexus Group Deliverables: Generally, Nexus Group shall act as a service provider, consultant and advisor regarding 2006 annual adjustments in **Center, Hobart, North and Ross Townships**. All related work, meetings, data transmissions and provisions are included in this contract and are not separately billable. Likewise, all functions of the County Assessor in regards to property class ratio studies is included in this contract and are not separately billable. Trending activities in other townships in Lake County shall be recorded and invoiced as indicated.

1. **Review and Verify Lake County Sales Disclosure Form Database for Center, Hobart, North and Ross Townships.** Verification may include use of MLS data as available (see Lake County deliverables). Verified Sales Disclosure Form Database due within ninety (90) days of provision of data by Client.
2. **Develop Sales/Appraisal Database by Township, Neighborhood, and Property Class in Center, Hobart, North and Ross Townships.**
3. **Review Existing Neighborhood Delineations. Suggest Combinations and/or Re-delineation based on Sales Data in Center, Hobart, North and Ross Townships .** Nexus shall meet with the above-referenced township assessors so as to better understand existing neighborhood designation or assist in developing alternative neighborhood designations.
4. **Stratify all Residential and Agricultural Improvement values in Center, Hobart, North and Ross Townships via a statistical software program so as to meet all requirements of 50 IAC 21 on Annual Adjustments.**
5. **Use cost-based trending factors to trend all commercial and industrial real property improvements in Center, Hobart, North and Ross Townships.** These cost adjustments to be based on a nationally published cost source and made available to Client.
6. **Conduct Ratio Study on all Property Classes (Residential, Commercial, Industrial, Utility, Agricultural, and Vacant Land) in all townships.** Nexus shall provide various statistical analyses of ratio study data, including, but not limited to, various parametric measures of location, central tendency, variance, standard deviation and related. All tests will identify the confidence level associated with the particular test and/or resulting statistic.
7. **As Necessary, Recommend Changes to Assessments by Property Class, Type, and Location (all townships).**
8. **Generate Final Equalization Report to County Assessor on Levels of Assessment & Uniformity by Property Class and Township (all townships).**

Due date to be determined based by the Lake County assessor in conjunction with the final requirements of the DLGF.

9. **Generate Final Trended Land Values for all property classes other than Agricultural (ie. Residential, Commercial, Industrial) and assist the Client in defining market areas or neighborhoods in Center, Hobart, North and Ross Townships.**

Cost Breakdown by County & Township Function:

County Assessor -	\$ 75,000.00
Center Township Assessor -	\$ 44,000.00
Hobart Township Assessor -	\$ 63,000.00
North Township Assessor -	\$145,000.00
Ross Township Assessor -	\$ 41,000.00

Lake County Deliverables:

1. **Provide access to the Lake County Sales Disclosures. Assist in the acquisition of MLS and/or realtor data for verification purposes.** Data will be provided, preferably in electronic format compatible with Microsoft EXCEL or ACCESS.
2. **Provide access to Preliminary and Final Lake County Land Valuation data for the 2005 assessment cycle.** Data will be provided in electronic format, compatible with Microsoft EXCEL.
3. **Provide access to parcel information for all parcels in Lake County.** Nexus shall provide a template detailing the specific data fields required to complete all deliverables. Data will be provided in electronic format, compatible with Microsoft EXCEL. Due within 45 days after the date at which various Lake County assessment officials and service providers have completed all deliverable aspects to make such information accurate and available in electronic format.
4. **Provide detailed County, Township and Neighborhood Maps.** At the earliest convenience.

Attachment 2

Lake County

Timeline for Trending of 2006 Real Property Assessed Values

<u>Target Completion Date</u>	<u>Activity</u>
January 31, 2006	Extract report of current (pre-trended) assessed values from the CAMA system
March 31, 2006	Selected RES and COMM neighborhoods are site-reviewed, re-delineated and neighborhood codes are changed in the CAMA system
March 31, 2006	Entry of all 2004 and 2005 SDF's is complete. SDF's inspected for vailidity.
April 30, 2006	Reports provided to Township and/or County on possible errors and for parcels with significant differences between current AV and sales price
June 30, 2006	Revised land values and/or methods (sf, front foot or acreage) are determined and entered. Influence factors are applied on a case-by-case basis
June 30, 2006	All 2006 new construction is site inspected, data collected and entered into the system. *All townships responsible for this work*
August 31, 2006	Trended improvement values are computed for all improved property (RES, AG, COMM, IND). Data made available to the County Assessor for review.
September 30, 2006	Conduct ratio study to ensure that trended values are within state guidelines. Adjust values and/or property classes as needed.
September 30, 2006	All trended values are compared against pre-trended values for percent changes. Previously appealed property is reviewed to determine which value applies for 2006. Possibly meet with large taxpayers to discuss proposed values.
October 31, 2006	Send FORM 11's. *County and Townships responsible*
November 30, 2006	Informal hearings with taxpayers *County and Townships responsible*
December 31, 2006	Roll final 2006 AV's to County Auditor *County responsible*

Attachment 3

Lake County 2006 Trending Overview

<u>Trending Function</u>	<u>Township Role</u>	<u>Nexus Role</u>
Sales Disclosure Database	SDF entry and validation Update of parcel info	Verification via MLS data Outlier examination
Appeal / Appraisal Database	Review all 2002-05 appeals	Extract relevant information
Neighborhood Delineations	Review neighborhoods Change codes in system Approve any changes	Review neighborhoods Suggest combinations, etc.
Trending of RES improved	Review and approve of outlier placement and factors Previous appeals	Stratify and trend values suggest factors
Trending of COM improved	Review and approve of factors Previous appeals	Trend based on updated costs and depreciation
Ratio Study	Review Findings Handle problem properties Or property types	Conduct Study Suggest strategies for problems
Land Values	Suggest and approve any Boundary changes Approve all valuations	Suggest boundary changes Calculate land base rates or percentage changes
Income Database	Acquire information (letters or on-site) Enter info to database Analyze	Assist in database structure Provide list of rentals

Order#55 – Agenda #50

In the Matter of Bond Forfeiture – David Brandt d/b/a Accurate Construction.

DuPey made a motion, seconded by Allen, to approve the Bond Forfeiture for David Brandt d/b/a Accurate Construction. Motion passed 3-0.

Order#56 – Agenda #51

In the Matter of Letter from Hagberg LaTulip, Attorneys at Law concerning Vernita Cole vs. Lake County Board of Commissioners.

Allen made a motion, seconded by DuPey, to approve to have John Dull to get with the Bar Association to get an agreement to hold us harmless on any injuries. Motion passed 3-0.

Order#57 – Agenda #46

In the Matter of E-9-1-1: Lake Dale Volunteer Fire Department.

DuPey made a motion, seconded by Allen, to approve that Jim Bennett gets the clarification and if acceptable then to approve the E-9-1-1 for the Lake Dale Volunteer Fire Department in the amount of \$29,000.00. Motion passed 3-0.

Order#58 – Agenda #52

In the Matter of Property Number 26-34-0216-0019, 4924 Calumet Avenue, Hammond, Indiana – Brian Cusick.

DuPey made a motion, seconded by Allen, to approve John Dull to pursue to ask the City of Hammond Parks Dept. do they want donated to them the Property Number 26-34-0216-0019, 4924 Calumet Avenue, Hammond, Indiana, after It has been cleaned up Brian Cusick. Motion passed 3-0.

Order#59 – Agenda #53

In the Matter of Board of Commissioners of the County of Lake Resolution concerning Lake County Solid Waste Management District Solid Waste Management Plan.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the Board of Commissioners of the County of Lake Resolution concerning Lake County Solid Waste Management District Solid Waste Management Plan. Motion passed 3-0.

RESOLUTION
OF THE
BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Whereas, waste reduction, reuse, and recycling were identified in the Lake County Solid Waste Management District Solid Waste Management District Solid Waste Management Plan (revised 1993) as effective and efficient method for reducing the amount of municipal solid waste (MSW) sent landfills; and

Whereas, the County of Lake conducts isolated demolition of hazardous houses; and

Whereas, the Lake County Department of Public Works conducts the isolated demolition of hazardous houses on behalf of the County of Lake; and

Whereas, the Lake County department of Public Works believes that much of the demolition waste could be reused and not sent to area landfills if it were separated into component materials; and

Whereas, the Lake County Department of Public Works believes the purchase of a portable screen will facilitate the separation of reusable or recyclable materials such as gravel, dirt, wood, metals and concrete from residual waste that must be sent to area landfills; and

Whereas, the Indiana Department of environmental Management established the Recycling Grant program to assist municipal entities finance the equipment costs associated with programs that reduce the amount of waste sent to landfills; and

Whereas, the Board of Commissioners of the County of Lake has determined that to protect the Public Health and Environment, it is in the best interest of the County of Lake to submit a grant application to the Indiana Department of Environmental Management Recycling Grant program; and

Whereas, the Indiana Department of Environmental Management established a Nonrule Policy pursuant to HEA 1339 that requires prospective Recycling Grant applicants to consider potential displacement non-public interest resulting from Recycling Grant funded purchases of MSW equipment; and

Whereas, the Indiana Department of Environmental Management's Nonrule policy requires prospective Recycling Grant applicants to allow potentially displaced non-public interests the opportunity to comment on an applicant's intent to seek a Recycling Grant; and

Whereas, the proposed purchase of the equipment will not increase the type of material to be handled by the County of Lake's isolated demolition of hazardous houses program; and

Whereas, the proposed purchase of the equipment will not expand the geographic service area of the program; and

Whereas, the Board of Commissioners of the County of Lake has considered any and all comments made or submitted by potentially displaced non-public interest.

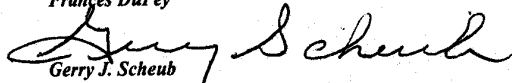
Now, Therefore be it Resolved, the Board of Commissioners of the County of Lake does hereby find that::

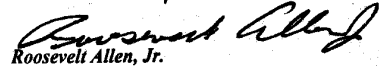
- (1) The purchase of the proposed portable screen will not displace any Non-Public Interests; and*
- (2) The staff is authorized to prepare and submit an IDEM Recycling Grant application requesting \$12,500 to partially finance the proposed equipment expense; and*
- (3) The County of Lake will commit to provide matching funds in an amount equal to the requested Recycling Grant; and*
- (4) The County of Lake will commit to provide the personnel and other resources necessary to sustain the operation of the proposed equipment beyond the grant period; and*
- (5) The County of Lake will complete all Recycling Grant activities within twelve (12) months of the execution of the Grant Agreement; and*
- (6) The County of Lake will comply with all reporting requirements pursuant to a Recycling Grant.*

Approved this 17th day of May, 2006

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

Frances DuPey


Gerry J. Scheub


Roosevelt Allen, Jr.

ADD Order#60 – Agenda #53A

In the Matter of Letter to Retirees concerning Medicare Part D.

DuPey made a motion, seconded by Allen, to approve the Letter to Retirees concerning Medicare Part D provided the date of the letter is changed as of today's date. Motion passed 3-0.

Order#61 – Agenda #54A&B

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, February 15, 2006 and Regular Meeting, Wednesday, March 15, 2006.

DuPey made a motion, seconded by Allen, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, February 15, 2006 and Regular Meeting, Wednesday, March 15, 2006. Motion passed 3-0.

Order#62 – Agenda #55

In the Matter of Poor Relief Decisions.

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

Kathy Cezar	-Approved.
Amy Suchie	-Approved.
Frances Simmons	-Approved.
James McKinney	-Denied.
Jimmie Swanson	-Denied.
David Thomas	-Approved on condition.
Alisa Baker	-Approved.
Debra Hunt	-Approved on condition.
Michelle Smith	-Approved.
Yvette Reed	-Approved on condition.
Tawanda Carprue	-Approved.
Tawana Elder	-Approved.
D. Moore	-Denied for appellant's failure to appear.
L. Massey	-Denied for appellant's failure to appear.
J. Allen	-Denied for appellant's failure to appear.
Grashawna Moore	-Approved.
Tany Thomas	-Approved. Denied.
Mickey Britton	-Approved on condition.
Wanda Collon	-Approved on condition.
Gail Brewster	-Approved on condition.
Edda Houston	-Denied.
Valerie Macon	-Approved.
Stacey Hunter	-Approved.
Gloria Bradford	-Approved on condition.
Stephanie Dowdell	-Approved on condition.
Annette Petterson	-Approved on condition.
Maurice Dunn	-Denied.
Channel Brown	-Approved on condition.
Irvin Pirtle	-Denied.
R. Madry	-Denied for appellant's failure to appear.
N. Barnes	-Denied for appellant's failure to appear.
J. Herrin	-Denied for appellant's failure to appear.
P. Granger	-Denied for appellant's failure to appear.
T. Jackson	-Denied for appellant's failure to appear.
I. Carter	-Denied for appellant's failure to appear.
M. Costello	-Denied for appellant's failure to appear.
G. Stenson	-Denied for appellant's failure to appear.
Inece Mitchell	-Prescriptions in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Gloria Stinson	-Approved.
Sharon Bunn	-Approved on condition.
Rita Evans	-Denied.
Veronica Willis	-Approved on condition.
A. Walker	-Denied for appellant's failure to appear.
F. Broders	-Denied for appellant's failure to appear.
G Bullock	-Denied for appellant's failure to appear.
Antionelle Bowman	-Approved.
Margaret Levers	-Approved.
Keith Taylor	-Approved. Denied.
John Allen	-Approved.
Rickie Lipscomb	-Approved.
Alvin Christopher	-Approved on condition.
Mary Goodman	-Approved on condition.
Casadeious Green	-Approved.
Harriet Conley	-Approved on condition.
Shirlanda Willis	-Approved.
Myra Cruse	-Approved on condition.
Myra Black	-Approved on condition.
Richard Dean	-Denied.
Lorice Wilkins	-Approved. Denied. Remanded to township for further consideration and review.
Cesie Moore	-Approved on condition.
Brenda Hollins	-Approved.

Order#62 – Agenda #55 (Cont'd)

Katherine Williams	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Keiana Marris	-Approved.
Debora Carr	-Approved.
Larry Butler	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A. Denied.
Michael Nunn	-Approved.
Diane Van Burren	-Approved. Denied.
Shiranda Watson	-Approved. Remanded to township for further consideration and review.
Nicole Perkins	-Approved. Denied.
Cornell Rice	-Approved. Denied.
Janet Triplet	-Approved. Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A. Denied.
Nettie Stewart	-Denied.
Leslie Crosby	-Denied.
Crystal Richmond	-Approved.
A. Nash	-Denied for appellant's failure to appear.
W. Felix	-Denied for appellant's failure to appear.
A. Washington	-Denied for appellant's failure to appear.
P. Evans	-Denied for appellant's failure to appear.
L. Means	-Denied for appellant's failure to appear.
W. Bradshaw	-Denied for appellant's failure to appear.
C. Nelson	-Denied for appellant's failure to appear.
Jewell Hughes	-Approved on condition.
James Washington	-Prescriptions in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Karen Washington	-Approved.
Robert Cooper	-Approved.
Priscilla Thomas	-Approved. -Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Natasha Casey	-Approved.
Patricia James	-Approved.
Willie Dillard	-Approved.
Pamela Rodgers	-Approved.
Ronitha Jackson	-Approved.
Fred Martin	-Approved on condition.
Ausha Harper	-Approved on condition.
Joseph Johnson	-Approved.
William Jackson	-Denied for appellant's failure to appear.
Kathleen Stewart	-Denied for appellant's failure to appear.
J. Britton	-Denied for appellant's failure to appear.
Delkourny Hill	-Remanded to township for further consideration and review.
Latanya Means	-Remanded to township for further consideration and review.
Wanda Bradshaw	-Approved on condition.
Mike Long	-Denied.
Wayne Possey	-Approved. -Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through N/A.
Diane Graham	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of compliance.
Veronica Gonzalez	-Approved.
Alonda Tarver	-Approved.
Marsha McBride	-Approved.
Francis Taylor	-Approved on condition.
Barbara Dean	-Approved on condition.
Chelsie Golden	-Approved. Denied.
Selena Brown	-Approved on condition.
Sylinda Phillips	-Approved on condition.
Tamara Guyton	-Approved on condition.
Margaretta Ortez	-Approved.
Tracey Kinsey	-Approved.
Elenor Moore	-Approved on condition. -Utilities in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
J. Martin	-Denied for appellant's failure to appear.
W. Ratliff	-Denied for appellant's failure to appear.
L. Herrod	-Denied for appellant's failure to appear.
C. Morris	-Denied for appellant's failure to appear.
E. Over	-Denied for appellant's failure to appear.
Ottie Gray	-Approved on condition.
Patricia Hendricks	-Approved.
Ronda Williams	-Denied.
Sharise Louis	-Approved.
Kenya McCallum	-Approved on condition.
Cosetta Dumas	-Denied.
Billie Dorsey	-Approved.
Monica Jenkins	-Approved. Denied.
Tyra Taylor	-Approved.
Toshiba Moore	-Approved.
Yolanda Burpo	-Approved on condition.
Cornellia Rodgers	-Approved. -Utilities in excess of township guidelines is approved up to \$125 per month with hardship shown through N/A.
Juanita Morgan	-Approved. -Utilities in excess of township guidelines is approved up to \$125 per month with hardship shown through N/A.
Glenda Adams	-Approved. Approved on condition.
African Starr	-Approved. Denied.

Order#62 – Agenda #55 (Cont'd)

J. Humphrey	-Denied for appellant's failure to appear.
R. Travis	-Denied for appellant's failure to appear.
P. Bynum	-Denied for appellant's failure to appear.
Joseph Smith	-Approved. -Utilities in excess of township guidelines is approved up to \$150 per month with hardship shown through N/A.
Christine Jetton	-Approved. -Utilities in excess of township guidelines is approved up to \$125 per month with hardship shown through N/A.
Anton Fentriss	-Approved.
Tiesha Fuller	-Approved.
Faith Tirtle	-Approved.
Ebony Appleton	-Approved. Denied.
Lashawn Carter	-Approved on condition.
Gloria Lewis	-Approved.
Marisol Alvarez	-Denied.
N. Fuller	-Denied for appellant's failure to appear.
C. Collins	-Denied for appellant's failure to appear.
K. Johnson	-Denied for appellant's failure to appear.
A. Banister	-Denied for appellant's failure to appear.
T. Johnson	-Denied for appellant's failure to appear.
F. Bryant	-Denied for appellant's failure to appear.
R. Peeler	-Denied for appellant's failure to appear.
Tawana Caprue	-Approved.
Malinda Harvey	-Approved.
Sara Flemming	-Approved on condition.
Daryl Chriestder	-Denied.
Sharon Nelson	-Approved.
Candice Earl	-Approved.
Johnnie Houston	-Approved. Denied.
Rosanna Lucas	-Approved.
Tony Jones	-Approved.
Mary Tate	-Approved on condition.
Joyce McClain	-Approved on condition.
Kaliah Baker	-Approved.
Terresa Acevez	-Approved on condition.
Paul Williamson	-Approved.
Gloria Benjamin	-Approved.
Francis Taylor	-Approved on condition.
Clynif Evans	-Approved. Approved on condition.
Louis Adams	-Approved on condition.
J. Crosley	-Denied for appellant's failure to appear.
W. Wilson	-Denied for appellant's failure to appear.
L. Turner	-Denied for appellant's failure to appear.
J. Sells	-Denied for appellant's failure to appear.
C. Love	-Denied for appellant's failure to appear.
H. Mitchell	-Denied for appellant's failure to appear.
S. Thedford	-Denied for appellant's failure to appear.
G. Battle	-Denied for appellant's failure to appear.
M. Williams	-Denied for appellant's failure to appear.
L. Baker	-Denied for appellant's failure to appear.
M. Selio	-Denied for appellant's failure to appear.
S. Peyton	-Denied for appellant's failure to appear.

Order#63 – Agenda #56

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, May 17, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, May 17, 2006. to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order#64 – Agenda #57

In the Matter of Vendor Qualification Affidavits.

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

HEINIGER SEED FLORAL & GREENHOUSE
 BURRLINK CONCRETE
 I J N PROPERTIES
 MARK PUREVICH
 MILLENNIUM HOMECRAFTERS, INC.
 I T G SOLUTIONS, INC.
 LINK2GOV CORPORATION
 ZONATHERM PRODUCTS, INC.
 ILLINOIS SAFETY COUNCIL
 CROWN FEED AND SUPPLY
 BOSS REPORTERS
 COLETTE FESTA
 FORENSIC PSYCHOLOGY ASSOCIATES
 HAMILTON & COVELLI COURT REPORTING

Order#64 – Agenda #57 (Cont'd)

EMILY MILLS HAWK
DENIS DEYES PHD
ISAAC RAY FORENSIC GROUP, LLC
POHLMAN REPORTING CO.
LAWRENCE WHITE
ADAMS EVIDENCE GRADE TECHNOLOGY, INC.
BROWN TIRE OF PORTAGE
METHODIST HOSPITAL RADIOGRAPHICS, LLC

Order#65 – Agenda #58

In the Matter of Service Agreements.

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

L.C. ASSESSOR	W/	Adams Remco, Inc.
L.C. CORONER	W/	Verizon Wireless
		Verizon Wireless
L.C. DATA PROCESSING	W/	AT &T Internet Service
L.C. SHERIFF	W/	Marshall II Enterprises
L.C. SUPERIOR COURT/CRIMINAL DIV.	W/	Health Concepts, LLC

Order#66

In the Matter of Board of Commissioners- Consulting Contract with Clorius L. Lay.

Allen made a motion, seconded by DuPey, to terminate the Consulting Contract between the L.C. Board of Commissioners and Clorius L. Lay and give 14 days notice that is required in the body of the contract and have the letter written today with as of 14 days after today. Motion passed 3-0.

Order#67 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1270A-6.

DuPey made a motion, seconded by Allen, to veto L.C. Council Ordinance No. 1270A-6, Ordinance amending the Lake County Part-time Employees pay rate Ordinance for 2006, Ordinance No. 1270A. Motion passed 3-0.

ORDINANCE NO. 1270A-6

ORDINANCE AMENDING THE LAKE COUNTY PART-TIME
EMPLOYEES PAY RATE ORDINANCE FOR 2006, ORDINANCE NO. 1270A

WHEREAS, on December 13, 2005, the Lake County Council adopted the Lake County
Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A; and

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

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be added and adopted as follows:

Section III.

- 34. Lake County Soil and Water Conservation District
Secretary \$ 6.00 - \$11.00/hr.

SO ORDAINED THIS 9th DAY OF MAY, 2006.

Will A. Smith, Jr.
 WILL A. SMITH, JR., President

Ron Tabaczynski
 RON TABACZYNSKI

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Larry Blanchard
 LARRY BLANCHARD

Christine CID
 CHRISTINE CID

Donald Potrebic
 DONALD POTREBIC

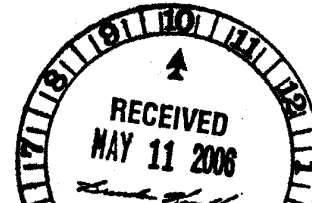
Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Larry Blanchard

Ernest Hill

 THIS 12th DAY OF May 20 06
 VETOED



Order#68 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1156A-5

DuPey made a motion, seconded by Allen, to veto L.C. Council Ordinance No. 1156A-5, Ordinance amending the Gambling Admission Tax Fund Ordinance, Ordinance No. 1156A. Motion passed 3-0.

ORDINANCE NO. 1156A-5**ORDINANCE AMENDING THE GAMBLING ADMISSION
TAX FUND ORDINANCE, ORDINANCE NO. 1156A**

WHEREAS, on June 11, 1996, the Lake County Council established the Lake County Gambling Admission Tax Fund; and

WHEREAS, the Lake County Council now desires to amend said Ordinance regarding the use of the Gambling Admission Tax Fund distribution to cities and towns.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

DELETE:

C. Use of Gambling Admission Tax Funds by Cities and Towns.

The twenty-five (25%) percent portion of the Gambling Admission Tax appropriated to cities and towns not covered by I.C. 4-33-12-6(b)(1) shall be used for the following:

1. Infrastructure within the city or town.
Infrastructure shall be defined as roads, bridges, sewers, and drains, including the projects and services defined in the Interlocal Cooperation Agreement between the cities and towns and Lake County filed with the Lake County Recorder, as Document Number 97039517.

INSERT:

C. Use of Gambling Admission Tax Funds by Cities and Towns.

The twenty-five (25%) percent portion of the Gambling Admission Tax appropriated to cities and towns not covered by I.C. 4-33-12-6(b)(1) shall be used for the following:

1. a. Infrastructure within the city of town, and for equipment used for the construction, repair or maintenance of infrastructure including but not limited to trucks and road working vehicles.
- b. Infrastructure shall be defined as streets, roads, bridges, sewers and drains, and public buildings, including projects and services defined in the Interlocal Cooperation Agreement between the cities and towns and Lake County filed with the

Lake County Recorder, as Document Number 97039517.

SO ORDAINED THIS 9th DAY OF MAY, 2006.

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Greg Scheub

Barrett Alb
THIS 17th DAY OF May, 2006

VETOED

Order#69 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-54.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 06-54, Resolution Permitting the Lake County Recorder to pay outstanding 2005 Invoices/debts from the 2006 budget. Motion passed 3-0.

RESOLUTION NO. 06-54

RESOLUTION PERMITTING THE LAKE COUNTY RECORDER TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET

WHEREAS, the Lake County Recorder is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

<u>179-0400-43630</u>	<u>Service and Maintenance Contracts</u>
Records Storage Center, Inc.	\$ 555.10

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Recorder shall pay from his 2006 Budget the following invoices/debts incurred in the calendar year 2005 as follows:

SO RESOLVED THIS 9th day of May, 2006.

<u>179-0400-43630</u>	<u>Service and Maintenance Contracts</u>
Records Storage Center, Inc.	\$ 555.10



Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Gene Schuch

Boone Kelly

APPROVED THIS 17 DAY OF May 2006

Order#70 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-56.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 06-56, Resolution Permitting the Lake County Sheriff to pay outstanding 2005 Invoices/debts from the 2006 budget. Motion passed 3-0.

RESOLUTION NO. 06-56

RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET

WHEREAS, the Sheriff's Department of Lake County, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005 have not been paid:

<u>001-3100-43120</u> Advanced Imaging Center	<u>Medical and Hospital Services</u> \$ 9,375.00
<u>001-3100-43620</u> Columbia Pipe & Supply Co.	<u>Equipment Repair</u> \$ 125.28

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

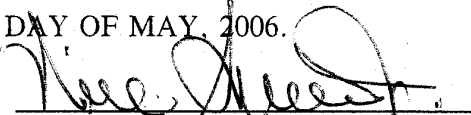
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:


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

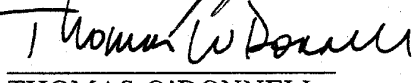
<u>001-3100-43120</u> Advanced Imaging Center	<u>Medical and Hospital Services</u> \$ 9,375.00
<u>001-3100-43620</u> Columbia Pipe & Supply Co.	<u>Equipment Repair</u> \$ 125.28

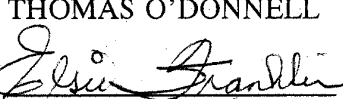



SO RESOLVED THIS 9th DAY OF MAY, 2006.



 WILL A. SMITH, JR., President



 RON TABACZYNSKI


 THOMAS O'DONNELL

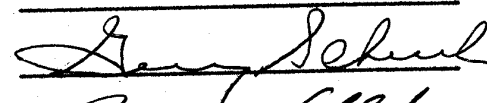

 ELSIE FRANKLIN

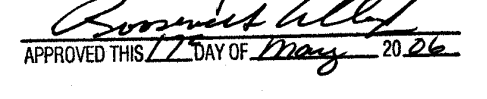

 LARRY BLANCHARD


 CHRISTINE CID


 DONALD P. HESTER
 DONALD P. HESTER, CLERK

Members of the Lake County Council


 GARY SCHULZ


 RONALD ALLEN
 APPROVED THIS 17 DAY OF May 20 26

Order#71 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-55.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 06-55, Resolution Permitting the Office of the Public Defender to pay outstanding 2005 Invoices/debts from the 2006 budget. Motion passed 3-0.

RESOLUTION NO. 06-55

**RESOLUTION PERMITTING THE OFFICE OF
THE PUBLIC DEFENDER TO PAY
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

WHEREAS, the Office of the Public Defender, is currently operating in the 2006 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2005, have not been paid:

<u>001-4002-43190</u> Roseann Ivanovich	<u>Other Professional Service</u> \$ 6,650.60
<u>001-4002-43231</u> Indiana Public Defender Council	<u>Travel-Registration</u> \$ 150.00

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Office of the Public Defender's 2006 Budget:

<u>001-4002-43190</u> Roseann Ivanovich	<u>Other Professional Service</u> \$ 6,650.60
<u>001-4002-43231</u> Indiana Public Defender Council	<u>Travel-Registration</u> \$ 150.00



SO RESOLVED THIS 9th day of May, 2006.

[Signature]
 WILL A. SMITH, JR., President

[Signature]
 RON TABACZYNSKI

[Signature]
 THOMAS O'DONNELL

[Signature]
 ELSIE FRANKLIN

[Signature]
 LARRY BLANCHARD

[Signature]
 CHRISTINE CID

[Signature]
 DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

APPROVED THIS 17 DAY OF May 2006

Order#72 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-53.

DuPey made a motion, seconded by Allen, to approve L.C. Council Resolution No. 06-53, Resolution to Adopt the Lowell Public Library Capital Projects Fund. Motion passed 3-0.

RESOLUTION NO. 06-53

RESOLUTION TO ADOPT THE LOWELL PUBLIC LIBRARY CAPITAL PROJECTS FUND

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

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

WHEREAS, on April 17, 2006, the Library Board held a public hearing on the plan and approved the Lowell Public Library Capital Projects Fund for 2007, 2008 and 2009; and

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

NOW, THEREFORE, LET IT BE RESOLVED THAT:

The Lake County Council hereby approves the Lowell Public Library Capital Projects Fund for 2007, 2008, and 2009.



SO RESOLVED THIS 9th DAY OF MAY, 2006.

Will A. Smith, Jr.
WILL A. SMITH, JR., President

Ron Tabaczynski
RON TABACZYNSKI
Thomas O'Donnell
THOMAS O'DONNELL
Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD
Christine CID
CHRISTINE CID
Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

George Schuch
Boonick Hill
APPROVED THIS 17 DAY OF May, 2006

Order#73 – Agenda#60A

In the Matter of Appointments: Lake County Library Board.

No Action was taken.

Order#74 – Agenda #60B

In the Matter of Appointments: Equal Employment Opportunity Officer.

DuPey made a motion, seconded by Scheub, to appoint Commissioner Roosevelt Allen, Jr. to the Equal Employment Opportunity Officer. Motion passed 3-0.

Order#75 – Agenda #60B

In the Matter of Appointments: Regional Transportation Authority.

DuPey made a motion, seconded by Scheub, to appoint Commissioner Roosevelt Allen, Jr. to the Regional Transportation Authority. Motion passed 3-0.

Order#76 – Agenda #60B

In the Matter of Appointments: Commissioners' Administrative Assistant.

DuPey recommended that they wait 30 days and develop a job description for that job before appointing someone to the Commissioners' Administrative Assistant.

Allen made a motion, seconded by Scheub, to appoint Delbert Cole to be the Commissioners' Administrative Assistant and to start on June 5, 2006. Motion passed 2-1, Commissioner DuPey against.

Scheub made a motion, seconded by Allen, to amend the motion that they can hire Delbert Cole on June 5, 2006 at such time they will have the new job description made up and the Commissioners will agree on that and if they have a majority of the vote by June 5, 2006 then Delbert Cole will start on June 5, 2006. Motion passed 2-1, Commissioner DuPey against.

Order#77 – Agenda #60B

In the Matter Appointments: Data Board, Drainage Board, Northwest Indiana Community Action, Corp.

Scheub made a motion, seconded by Allen, to appoint Commissioner Roosevelt Allen, Jr. to the Data Board, Drainage Board, and the Northwest Indiana Community Action Corporation. Motion passed 2-1, Commissioner DuPey against.

The following officials were Present:

Attorney John Dull
Dan Ombac
Jim Bennett
Marcus Malczewski
Bill Henderson
Brenda Koselke

The next Board of Commissioners Meeting will be held on Wednesday, June 21, 2006 at 10:00 A.M.

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

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

ROOSEVELT ALLEN, JR.

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR