

The Board met in due form with the following members present: Rudolph Clay, 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 8th day of December, 2005 at about 10:52 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 8th day of December, 2005 at about 10:52 a.m.

Order#1 – Agenda #5A

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

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

Order#2 – Agenda #5C

In the Matter of Notices/Agenda: Deletions to Agenda for a Special Meeting.

DuPey made a motion, seconded by Clay, to approve the Deletions of Item #20 – Request for permission to seek proposals for the installation of Security Cameras and Monitoring System for the Lake County Highway Department, Crown Point Yard. Proposals to be returned by Wednesday, January 18, 2006 prior to 9:30 a.m. in the Lake County Auditor's Office; Item #24 – Request for permission to seek proposals for Design/Build Services for the renovations of the Engineering Department and Supervisors and foreman's Office of the Lake County Highway Department. Proposals to be returned by Wednesday, January 18, 2006 prior to 9:30 a.m. in the Lake County Auditor's Office; Item#35 – Bids for Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming for the Year 2006 under Advisement. Letter of Recommendation attached; Item#113B – Appointments: Independence Hill Conservancy District. Motion passed 3-0.

Order#3 – Agenda #5D

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

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

Order#4 – Agenda #5E

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

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

Order#5

Veteran Ernie Dillon made an Announcement saying on behalf of all the Veterans in Lake County and the Soldiers that are returned home, they want to thank the L.C. Board of Commissioners for their hard work and support. A plane landed in Indianapolis and half the troops are there. Later today the other half of the soldiers would be returning from Iraq. There are several welcome home parties being planned.

Order#6 – Agenda #6A,B,C,D,F,M

In the Matter of Contract for Highway Department - Aggregate (Limestone) Delivered, Aggregate (Limestone) Picked Up, Back-Fill Material "B" Borrow Picked Up, Back-Fill Material "B" Borrow Delivered, Concrete Curb & Gutter Removal & Replacement, and Open Graded Bituminous Polymer Emulsion Mix for Patching Pick-Up for the year 2006.

DuPey made a motion, seconded by Clay, to defer the Contract for Highway Department for Vulcan Construction Materials, LP for Aggregate (Limestone) Delivered, Aggregate (Limestone) Picked Up, Back-Fill Material "B" Borrow Delivered, Back-Fill Material "B" Borrow Picked Up, and Bucko Construction Co., Inc. for Concrete Curb & Gutter Removal & Replacement, and Open Graded Bituminous Polymer Emulsion Mix for Patching Pick-up for the year 2006. Motion passed 3-0.

Order#7 – Agenda #6E

In the Matter of Contract for Highway Department – Cold Patch Mix for Patching (Picked Up) for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh & Kelly, Inc. 1700 E. Main St., Griffith, IN 46319 for Cold Patch Mix for Patching (Picked Up) Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Cold Patch Mix for Patching (Picked Up) Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WALSH & KELLY, INC. W/ FEDERAL INSURANCE CO. in the amount of 10%of bid is hereby approved by the Board of Commissioners.

Order#7 – Agenda #6E (Cont'd)

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for COLD PATCH MIX FOR PATCHING (PICKED UP) FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$120,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY WALSH & KELLY, INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

1. **Cold Patch Mix for Patching (Picked Up)**

***Walsh & Kelly, Inc.**
1700 east Main Street
Griffith, IN 46319.....\$120,000.00

Bucko Construction Co., Inc.
890 Chase Street
Gary, IN 46404.....\$133,800.00

Rieth-Riley Construction Co., Inc.
7500 West 5th Avenue
Gary, IN 46406.....\$150,000.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#8– Agenda 6G

In the Matter of Contract for Highway Department – Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Pinkerton Oil Co., 75 East US Hwy 20, Porter, IN 46304 for Gasoline & Diesel Fuel Delivered to Crown Point Garage Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Gasoline & Diesel Fuel Delivered to Crown Point Garage Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

PINKERTON OIL CO., INC. W/ FEDERATED MUTUAL INSURANCE CO. OF OWATONNA, MINNESOTA in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GASOLINE & DIESEL FUEL DELIVERED TO CROWN POINT GARAGE FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$218,295.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY PINKERTON OIL CO., INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners

Order#8- Agenda 6G (Cont'd)

Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

2. **Gasoline & Diesel Fuel Delivered to Crown Point, Indiana**

***Pinkerton Oil Company**
75 East US Hwy 20
Porter, IN 46304.....\$218,295.00

Witham Sales and Services, Inc.
6435 Howard Ave.
Hammond, IN 46320.....\$222,495.00

Superior Petroleum Products, Inc.
865 North Superior Drive
Crown Point, IN 46307.....\$226,209.20

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#9 – Agenda #6H

In the Matter of Contract for Highway Department – Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Pinkerton Oil Co., 75 East US Hwy 20, Porter, IN 46304 for Gasoline & Diesel Fuel Delivered to Lowell Garage Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Gasoline & Diesel Fuel Delivered to Lowell Garage Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

PINKERTON OIL CO., INC. W/ FEDERATED MUTUAL INSURANCE CO. OF OWATONNA, MINNESOTA in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GASOLINE & DIESEL FUEL DELIVERED TO LOWELL GARAGE FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$153,770.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY PINKERTON OIL CO., INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

3. **Gasoline & Diesel Fuel Delivered to Lowell, Indiana**

***Pinkerton Oil Company**
75 East US Hwy 20

Order#9 – Agenda #6H (Cont'd)

Porter, IN 46304.....\$153,770.00

Witham Sales and Services, Inc.
6435 Howard Ave.
Hammond, IN 46320.....

\$156,605.00

Superior Petroleum Products, Inc.
865 North Superior Drive
Crown Point, IN 46307.....

\$160,096.20

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#10 – Agenda #6I

In the Matter of Contract for Highway Department – Ice Control Aggregate Blast Furnace Slag for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Levy Indiana Slag Co. P.O. Box 598, Portage, IN 46368 for Ice Control Aggregate Blast Furnace Slag Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Ice Control Aggregate Blast Furnace Slag Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

LEVY INDIANA SLAG CO. W/ HARTFORD FIRE INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ICE CONTROL AGGREGATE BLAST FURNACE SLAG FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$135,750.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

LEVY INDIANA SLAG CO.

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

4. **Ice Control Aggregate**

**Levy Indiana Slag Co.
P.O. Box 598
Portage, IN 46368
Only Bidder.....**

\$135,750.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#11 – Agenda #6J

In the Matter of Contract for Highway Department Liquid Calcium Chloride for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Great Lakes Chloride, Inc., 895 E CR 200N, Warsaw, IN 46582 for Liquid Calcium Chloride Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

Order#11 – Agenda #6J (Cont'd)

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Liquid Calcium Chloride Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GREAT LAKES CHLORIDE, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LIQUID CALCIUM CHLORIDE FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$12,504.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY GREAT LAKES CHLORIDE, INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

- 5. **Liquid Calcium Chloride**
 - *Great Lakes Chloride, Inc.**
 - 895 E. CR 200N**
 - Warsaw, IN 46585.....\$12,504.00**
 - Actin, Inc.
 - P.O. Box 518
 - East Chicago, IN 46312.....\$13,400.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#12 – Agenda #6K

In the Matter of Contract for Highway Department Mulch Seeding (Delivered and Applied) for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Hubinger Landscaping Corp., 210 E. 113th Avenue, Crown Point, IN 46307 for Mulch Seeding (Delivered and Applied) Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Mulch Seeding (Delivered and Applied) Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HUBINGER LANDSCAPING CORP. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for MULCH SEEDING (DELIVERED AND APPLIED) FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$10,800.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY HUBINGER LANDSCAPING CORP.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners

Order#12 – Agenda #6K (Cont'd)

Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

6. **Mulch Seeding Delivered and Applied**

***Hubinger Landscaping Corp.
210 E. 113th Avenue
Crown Point, IN 46307**

Only Bidder.....\$10,800.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#13 – Agenda #6L

In the Matter of Contract for Highway Department New Tires and Tubes for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Chicago Tire Inc., 16001 S. Van Drunen Rd., South Holland, IL 60473 for New Tires and Tubes Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for New Tires and Tubes Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

CHICAGO TIRE INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for NEW TIRES AND TUBES FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$64,152.68 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

CHICAGO TIRE INC.

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

7. **New Tires and Tubes**

***Chicago Tire Inc.
16001 C. Van Drunen Rd.
South Holland, IL 60473.....**

\$64,152.68

GCR Tire Inc.
489 Fayette Street
Hammond, IN 46320.....

\$66,888.08

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

Respectfully,

Order#13 – Agenda #6L (Cont'd)

**Marcus W. Malczewski, Superintendent
Lake County Highway Department**

Order#14 – Agenda #6N

In the Matter of Contract for Highway Department Plastic Culverts for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Debco Metal Culverts P.O. Box 8 Francesville, IN 47946 for Plastic Culverts Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Plastic Culverts Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

DEBCO METAL CULVERTS W/ OHIO FARMERS INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered PLASTIC CULVERTS FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$80,582.75 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY DEBCO METAL CULVERTS
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

- 8. **Plastic Culverts**
 - *Debco Metal Culverts**
 - P.O. Box 8**
 - Francesville, IN 47946**
 - Only bidder.....\$80,582.75**

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#15 – Agenda #6O

In the Matter of Contract for Highway Department Tire Repair and Recapping for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to GCR Tire Center, 489 Fayette St. Hammond, IN 46320 for Tire Repair and Recapping Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Tire Repair and Recapping Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GCR TIRE CENTER W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered TIRE REPAIR AND RECAPPING FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$35,288.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

Order#15 – Agenda #6O (Cont'd)

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

GCR TIRE CENTER

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

9. **Tire Repair and Recapping**

***GCR Tire Inc.**
489 Fayette Street
Hammond, IN 46320.....\$35,288.00

Chicago Tire Inc.
16001 C. Van Drunen Rd.
South Holland, IL 60473.....\$37,668.50

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#16 – Agenda #6P

In the Matter of Contract for Highway Department Traffic Signs and Accessories for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Hall Signs, Inc. 4495 W. Vernal Pike, Bloomington, IN 47404 for Traffic Signs and Accessories Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Traffic Signs and Accessories Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HALL SIGNS, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TRAFFIC SIGNS AND ACCESSORIES FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$45,713.22 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

HALL SIGNS, INC.

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

10. **Traffic Signs and Accessories**

Order#16 – Agenda #6P (Cont'd)

***Hall Signs, Inc.**
4495 W. Vernal Pike
Bloomington, IN 47404
Only Bidder.....\$45,713.22

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#17 – Agenda #6Q

In the Matter of Contract for Highway Department Treated Timber Bridge Material for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract American Timber Bridge, 5945 West Main Street Suite 205, Kalamazoo, Mi 49009 for Treated Timber Bridge Material Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Treated Timber Bridge Material Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

AMERICAN TIMBER BRIDGE W/ WESTERN SURETY CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TREATED TIMBER BRIDGE MATERIAL FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$182,352.95 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:	Date: December 14, 2005
FRANCES DUPEY	AMERICAN TIMBER BRIDGE
RUDOLPH CLAY	
GERRY SCHEUB	

Letter of Recommendation:
December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

11. **Treated Timber Bridge Material**

***American Timber Bridge**
5945 West Main Street Suite 205
Kalamazoo, MI 49009
Only Bidder.....\$182,352.95

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#18 – Agenda #6R

In the Matter of Contract for Highway Department Vegetation Management for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to The Daltons, Inc. P.O. Box 1274 Warsaw, IN 46581 for Vegetation Management Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Vegetation Management Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

THE DALTONS, INC. W/ no bond is hereby approved by the Board of Commissioners.

Order#18 – Agenda #6R (Cont'd)

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for VEGETATION MANAGEMENT FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$9,719.80 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY THE DALTONS, INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 Annual Bids and Equipment Bids. The following is a tabulation of the bids received. We have indicated by an asterisk and bold print the bidder we are recommending.

12. Vegetation Management

***The Daltons, Inc.**
P.O. Box 1274
Warsaw, IN 46581-1274.....\$9,719.80

Niemeyer Farm Service, Inc.
810 N. Indiana Avenue
Crown Point IN 46307.....\$10,710.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#19 – Agenda #7

In the Matter of Contract for Highway Department Painted Pavement Markings on Selected County Roads for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to The Airmarking Co., Inc. 1544 N. SR 25, P.O. Box 526, Rochester, IN 46975 for Painted Pavement Markings on Selected County Roads Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Painted Pavement Markings on Selected County Roads Year 2006 for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

THE AIRMARKING CO., INC. W/ UNITED FIRE & CASUALTY CO. in the amount of 10% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PAINTED PAVEMENT MARKINGS ON SELECTED COUNTY ROADS FOR THE YEAR 2006 FOR THE LAKE CO. HIGHWAY DEPT. FOR \$191,510.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY THE AIRMARKING CO., INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 8, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Order#19 – Agenda #7 (Cont'd)

Dear Mr. President:

Please be advised that Airmarking company submitted a bid to the Lake county Auditor's Office. We received a copy of the bid from the Auditor's Office with the other 2006 bids. However according to Ms. Angela Montgomery who referred to the tape recording of the Commissioners meeting dated November 16, 2005, their bid was never read at the Commissioners meeting by Mr. James Bennett. However the bid was received by the Auditor by the deadline according to Ms. Montgomery. If the Board chooses to accept the receipt of Airmarking's 2006 annual bid, the Highway Department would recommend the approval.

Painted Pavement Markings on Selected County Roads

***The Airmarking Co., Inc.**
1544 N. SR 25, P.O. Box 526
Rochester, IN 46975.....\$191,510.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#20 – Agenda #8

In the Matter of Contract for Highway Department – One (1) 2005 – 58,000 GVWR Tandem Axle Truck with Snow Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Great Lakes Peterbilt GMC Truck, 5900 S. Port Road, Portage, IN 46368 for One (1) 2005 – 58,000 GVWR Tandem Axle Truck with Snow Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) 2005 – 58,000 GVWR Tandem Axle Truck with Snow Plow Frame, Salt Spreader and Ice Control Liquid Dispensing System in current production for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GREAT LAKES PETERBILT GMC TRUCK W/ Universal Underwriters Insurance Company in the amount of 10% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) 2005 – 58,000 GVWR TANDEM AXLE TRUCK WITH SNOW PLOW FRAME, SALT SPREADER AND ICE CONTROL LIQUID DISPENSING SYSTEM IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$149,542.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY GREAT LAKES PETERBILT GMC TRUCK
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 5, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that the Lake County Highway Department is recommending the acceptance of the lowest and most responsive bidder which has met our specifications for the 2006 for a New Unused Tandem Axle Truck. We have indicated by an asterisk and bold print the bidder we are recommending.

***Great Lakes Peterbilt GMC Truck**
5900 S. Port Road
Portage, IN 46368.....\$149,542.00

Pozzo Truck Center
3001 East 15th Place
Gary, IN 46403.....\$168,259.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#21 – Agenda #9

In the Matter of Contract for Highway Department – One (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84” Smooth Drum, Water Spray System in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Westside Tractor Sales, 310 W. 162nd St., South Holland, IL 60473 for One (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84” Smooth Drum, Water Spray System in current production upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84” Smooth Drum, Water Spray System in current production for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WESTSIDE TRACTOR SALES W/ MB Financial Bank in the amount of 10% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) 2005 OR NEWER 22,000 LB. OPERATING WEIGHT VIBRATORY ROLLER WITH 84” SMOOTH DRUM, WATER SPRAY SYSTEM IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$90,700.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

WESTSIDE TRACTOR SALES

Letter of Recommendation:

December 5, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that Airmarking company submitted a bid to the Lake county Auditor's Office. We received a copy of the bid from the Auditor's Office with the other 2006 bids. However according to Ms. Angela Montgomery who referred to the tape recording of the Commissioners meeting dated November 16, 2005, their bid was never read at the Commissioners meeting by Mr. James Bennett. However the bid was received by the Auditor by the deadline according to Ms. Montgomery. If the Board chooses to accept the receipt of Airmarking's 2006 annual bid, the Highway Department would recommend the approval.

C.

One (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84” Smooth Drum, Water Spray System in current production.

***Westside Tractor Sales
310 W. 162nd St.**

South Holland, IL 60473.....\$90,700.00

*Please be advised Westside Tractor Sales was the lowest bidder. However our office was notified by Ms. Brenda Koselke, Purchasing Agent that Westside Tractor Sales is not current with the Secretary of State of Indiana.

McCann Industries
1133 Indianapolis Blvd.

Schererville, IN 46375.....\$104,680.00

*Please be advised that our office was notified by Ms. Brenda Koselke that McCann Industries is not current with the State of Indiana.

Patten CAT
635 w. Lake St.

Elmhurst, IL 60126.....\$116,453.00

*This bid was rejected by the County Attorney at the Commissioners public meeting on November 14, 2005

Finkbiner Equipment Co.
15 W. 400 N. Frontage Rd.

Burr Ridge, IL 60527.....\$104,450.00

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#22 – Agenda #10

In the Matter of Contract for Highway Department – One (1) 2005 or Newer Four Wheel Drive, Rubber Tire, Loader Backhoe with Extendable Dipperstick 15,000 lb. Minimum Operating Weight in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Westside Tractor Sales, 310 W. 162nd St., South Holland, IL 60473 for One (1) 2005 or Newer Four Wheel Drive, Rubber Tire, Loader Backhoe with Extendable Dipperstick 15,000 lb. Minimum Operating Weight in current production upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) 2005 or Newer Four Wheel Drive, Rubber Tire, Loader Backhoe with Extendable Dipperstick 15,000 lb. Minimum Operating Weight in current production for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WESTSIDE TRACTOR SALES W/ MB Financial Bank in the amount of 10% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) 2005 OR NEWER FOUR WHEEL DRIVE, RUBBER TIRE, LOADER BACKHOE WITH EXTENDABLE DIPPERSTICK 15,000 LB. MINIMUM OPERATING WEIGHT IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$64,400.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:	Date: December 14, 2005
FRANCES DUPEY	WESTSIDE TRACTOR SALES
RUDOLPH CLAY	
GERRY SCHEUB	

Letter of Recommendation:

December 5, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that Airmarking company submitted a bid to the Lake county Auditor's Office. We received a copy of the bid from the Auditor's Office with the other 2006 bids. However according to Ms. Angela Montgomery who referred to the tape recording of the Commissioners meeting dated November 16, 2005, their bid was never read at the Commissioners meeting by Mr. James Bennett. However the bid was received by the Auditor by the deadline according to Ms. Montgomery. If the Board chooses to accept the receipt of Airmarking's 2006 annual bid, the Highway Department would recommend the approval.

B.

One (1) 2005 or Newer Four Wheel Drive, Rubber Tire, Loader Backhoe with Extendable Dipperstick 15,000 lb. Minimum Operating Weight in current production.

***Westside Tractor Sales**
310 W. 162nd St.
South Holland, IL 60473.....\$64,400.00

*Please be advised that our office was notified by Ms. Brenda Koselke, Purchasing Agent that Westside Tractor Sales is not current with the Secretary of State of Indiana.

Patten CAT
635 w. Lake St.
Elmhurst, IL 60126.....\$67,613.00

*This bid was rejected by the County Attorney at the Commissioners public meeting on November 14, 2005

McCann Industries
1133 Indianapolis Blvd.
Scherverville, IN 46375.....\$72,900.00

*Please be advised that our office was notified by Ms. Brenda Koselke that McCann Industries is not current with the State of Indiana.

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#23 – Agenda #11

In the Matter of Contract for Highway Department – One (1) New (Unused) 2005 or Newer Four Wheel Drive, Rubber Tire Loader with Minimum 4 Cubic Yard Bucket 37,000 lb. Minimum Operating Weight in current production.

Order#23 – Agenda #11 (Cont'd)

The Board having previously taken the above bids under advisement, does hereby award the contract to Westside Tractor Sales, 310 W. 162nd St., South Holland, IL 60473 for One (1) New (Unused) 2005 or Newer Four Wheel Drive, Rubber Tire Loader with Minimum 4 Cubic Yard Bucket 37,000 lb. Minimum Operating Weight in current production upon a motion by DuPey, seconded by Clay, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) New (Unused) 2005 or Newer Four Wheel Drive, Rubber Tire Loader with Minimum 4 Cubic Yard Bucket 37,000 lb. Minimum Operating Weight in current production for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WESTSIDE TRACTOR SALES W/ MB Financial Bank in the amount of 10% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) NEW (UNUSED) 2005 OR NEWER FOUR WHEEL DRIVE, RUBBERT TIRE LOADER WITH MINIMUM 4 CUBIC YARD BUCKET 37,000 LB. MINIMUM OPERATING WEIGHT IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$149,800.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005
FRANCES DUPEY WESTSIDE TRACTOR SALES
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

December 5, 2005

Lake County Board of Commissioners
Attn: Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

In Re: Recommendations for the 2006 Annual Bids

Dear Mr. President:

Please be advised that Airmarking company submitted a bid to the Lake county Auditor's Office. We received a copy of the bid from the Auditor's Office with the other 2006 bids. However according to Ms. Angela Montgomery who referred to the tape recording of the Commissioners meeting dated November 16, 2005, their bid was never read at the Commissioners meeting by Mr. James Bennett. However the bid was received by the Auditor by the deadline according to Ms. Montgomery. If the Board chooses to accept the receipt of Airmarking's 2006 annual bid, the Highway Department would recommend the approval.

A.

One (1) New (Unused) 2005 or Newer Four Wheel Drive, Rubber Tire Loader with Minimum 4 Cubic Yard Bucket 37,000 lb. Minimum Operating Weight in current production.

Ronson Equipment Co.
18030 Wicker Ave.
Lowell, IN 46356.....\$140,750.00

*Please note that Ronson Equipment Co. was the lowest bidder but did not meet the specifications. Ronson had an exception on the fuel tank capacity.

***Westside Tractor Sales
310 W. 162nd St.
South Holland, IL 60473.....\$149,800.00**

*Please be advised that Westside Tractor Sales was the second lowest bidder who met the specifications. However our office was notified by Ms. Brenda Koselke, Purchasing Agent that Westside Tractor Sales is not current with the Secretary of State of Indiana.

Patten CAT
635 w. Lake St.
Elmhurst, IL 60126.....\$159,430.00

*This bid was rejected by the County Attorney at the Commissioners public meeting on November 14, 2005

McCann Industries
1133 Indianapolis Blvd.
Schererville, IN 46375.....\$153,990.00

*Please be advised that our office was notified by Ms. Brenda Koselke that McCann Industries is not current with the State of Indiana.

We are recommending the acceptance of the above mentioned bids, which have been indicated by an asterisk and bold print the bidder we are recommending.

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

Order#24 – Agenda #12

In the Matter of Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection for Highway Department.

November 16, 2005 being the day, time and place for the receiving of bid from First Group for Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection for the L.C. Highway Department, their bid was inadvertently not read.

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

Order#25 – Agenda #13

In the Matter of Consulting Engineers to perform Construction Engineering Services for the Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River for Highway Department.

November 16, 2005 being the day, time and place for the receiving of bid from Floyd E. Burroughs & Associates for Consulting Engineers to perform Construction Engineering Services for the Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River for the L.C. Highway Department, their bid was inadvertently not read.

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

Order #26 – Agenda #14

In the Matter of Proposals for Street Lighting and Traffic Signalization Maintenance for the year 2006 for Highway Department.

This being the day, time and place for the receiving of proposals for Street Lighting and Traffic Signalization Maintenance for the year 2006 for the L.C. Highway Department, the following proposals were received:

Midwestern Electric, Inc. Various bids and hourly rates

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

Order#27 – Agenda #15

In the Matter of L.C. Highway – Contract for Alcohol and Drug Testing Services with Midwest Toxicology Service, Inc. for the year 2006.

DuPey made a motion, seconded by Clay, to approve the Contract for Alcohol and Drug Testing Services between the L.C. Highway and Midwest Toxicology Service, Inc. for the year 2006. Motion passed 3-0.

CONTRACT - ALCOHOL AND DRUG TESTING SERVICES

THIS AGREEMENT, is made between **MIDWEST TOXICOLOGY SERVICE, INC.**, located at 603 E. Washington Street, Suite 200, Indianapolis, Indiana 46204, hereinafter referred to as **PROVIDER**, and, **LAKE COUNTY HIGHWAY**, a corporation having an address at 1100 E. Monitor Street, Crown Point, IN 46307, hereinafter referred to as **COMPANY**.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies; and

COMPANY has a policy for alcohol and drugs of abuse testing of applicants and/or employees and requires alcohol and drug testing services from **PROVIDER**.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this agreement, the terms and conditions of which shall apply from the execution date of this agreement.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation (hereinafter referred to as DOT). Both parties agree to assure, to the best of their ability, that services provided are rendered according to all applicable laws and regulations.

NOW THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

~~Alcohol tests are tests performed using screening and evidential testing devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by trained and certified breath alcohol technicians (BATs).~~

Drug tests are tests performed using chain-of-custody collection and handling procedures, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) for review and reporting of test results.

DOT tests, whether DOT alcohol tests or DOT drug tests, are tests performed in accordance with the regulatory requirements of the DOT for such testing, including all applicable procedural, personnel, and equipment requirements.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to **COMPANY**. In particular, **PROVIDER** will maintain trained and certified personnel qualified to perform services provided. **PROVIDER** will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule following and as applicable related to services provided by **PROVIDER** to **COMPANY**:

Five years

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs

Two years

- BAT and drug screen collector training/certification
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

One year

- Negative/canceled drug test results; alcohol test results < 0.02

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit **PROVIDER** from releasing, to **COMPANY**, its agents or to officials of the DOT or DOT operating agency, or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to **COMPANY**, at location(s) of **COMPANY**'s choosing, and at reasonable expense to **COMPANY** for copying and shipping charges, all records related to alcohol and drug testing performed by **PROVIDER** for **COMPANY**, except records containing confidential medical information, within two business days of notification by **COMPANY** of such request.

Reporting of results to **COMPANY** by **PROVIDER**, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight courier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected. All forms of result transmission will include safeguards to insure confidentiality required by DOT regulations.

COMPANY RESPONSIBILITIES

COMPANY will provide **PROVIDER** with the most recent applicable alcohol and/or drug testing policies of **COMPANY**.

COMPANY will designate a representative and an alternate to whom the **PROVIDER** will report test results and discuss or report other information.

COMPANY will notify **PROVIDER** of any responsibilities with regard to the **COMPANY**'s Employee Assistance Program as it relates to alcohol and drug testing.

COMPANY represents that the means of obtaining results from the **PROVIDER**, (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication) will assure that the results and other information remain secure and confidential with distribution of or access to such information to **COMPANY** officials with a business need for the information only.

COMPANY authorizes **PROVIDER** to request specific information or to order additional tests as necessary for **COMPANY** to comply with DOT regulations and related to tests performed for **COMPANY**; **COMPANY** agrees to pay for additional costs and charges related to such information requests or additional testing performed.

COMPANY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by **COMPANY** representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

ASSIGNED RESPONSIBILITIES

COMPANY and **PROVIDER** agree that responsibility for the following procedures and services will be the **PROVIDER**'s.

- ◆ Selection/provision of drug testing collections
- ◆ Selection/provision of testing laboratory services
- ◆ Random selection for drug and/or alcohol testing
- ◆ Blind specimen testing for quality assurance purposes

FEES AND PAYMENT

FEES

Fees for services provided by **PROVIDER** to **COMPANY** will be in accordance with the **FEES SCHEDULE** hereby incorporated on last page of this agreement.

FEE CHANGES

The fees quoted on the last page of this contract are guaranteed for the time period listed under "General Terms and Conditions", "Terms". After expiration of this date, fees will remain the same unless **PROVIDER** notifies **COMPANY** in writing of a change. If **COMPANY** does not agree to the new proposed price, **PROVIDER**, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this agreement.

If **COMPANY** account should become delinquent, **COMPANY** will be responsible for all expenses involved in the collection efforts, including attorney's fees, court costs, and collection agency fees.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this agreement there is a significant change in the requirements of the **PROVIDER**, or other services covered under this agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this agreement.

PAYMENT

PROVIDER will invoice **COMPANY** for all services provided upon conclusion of testing procedures. Payment terms are net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of **COMPANY** to make timely payments, **PROVIDER** may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS:**TERM**

This agreement shall be in effect from the date of execution and be in effect for a period of **one (1) year**. The responsibilities; obligations and liabilities shall survive the term of this agreement. This agreement shall **automatically renew for additional one year periods** as the end of its term unless either party has given written notice of intent to change the terms of the agreement no less than sixty (60) days prior to the renewal date.

INDEPENDENT CONTRACTORS

Both parties to this agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this agreement.

RESPONSIBILITY FOR COMPANY POLICY AND PROGRAM

~~The parties understand and agree that~~ **PROVIDER** does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that **COMPANY** has sole responsibility for all such decisions. **PROVIDER** shall not be responsible for any damages resulting from acts or omissions of the **COMPANY** under the **COMPANY's** substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or enforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon sixty (60) business days notice by the terminating party.

FORCE MAJEURE

In no event shall **PROVIDER** have any responsibility or liability to **COMPANY** for any failure or delay in performance by **PROVIDER** which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of **PROVIDER**. Such causes and circumstances shall include but are not limited to acts of God, acts of **COMPANY**, acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond **PROVIDER's** reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

COMPANY shall indemnify, defend and hold harmless **PROVIDER**, **PROVIDER's** directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the **COMPANY**, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the **PROVIDER** under this Agreement, related to negligent, fraudulent, or illegal action or omission of **COMPANY** or **COMPANY's** employees, agents, or related personnel. **COMPANY** agrees to indemnify and hold harmless **PROVIDER**, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including **COMPANY's** tested individuals) resulting from any willful or negligent act or omission on the part of **COMPANY** or **COMPANY's** representatives.

PROVIDER shall indemnify, defend and hold harmless COMPANY, COMPANY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel. PROVIDER agrees to indemnify COMPANY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER personnel.

GOVERNING LAW

The provisions of the Agreement shall be construed, interpreted and governed by the substantive laws of the State of Indiana, including all matters of construction, validity and performance but without giving effect to Indiana choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This agreement represents the entire agreement between PROVIDER and COMPANY. This agreement supersedes all prior agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and COMPANY. Fee schedule is attached on next page.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year executed below:

PROVIDER: Midwest Toxicology Services, Inc	COMPANY: LAKE COUNTY ^{COMMISSIONERS} HIGHWAY
By: <u>FRANCIS DuPEY</u> Printed Name	By: <u>RUDY CLAY</u> Printed Name
<u>Francis DuPey</u> Signature	<u>[Signature]</u> Signature
Title: <u>Commissioner</u>	Title: <u>Commissioner</u>
Date: <u>12-14-05</u>	Date: <u>12-14-05</u>

Fees for Services:

Testing/Program Management Fees: The fees quoted below are guaranteed for the time period listed under "General Terms and Conditions", "Terms". After expiration of this date, fees will remain the same unless PROVIDER notifies COMPANY in writing of a change. The fees quoted include the on-going management of your program to include: urine collections, laboratory testing, MRO service, random selection management, annual MIS report, assistance with any problems related to the DOT program, help with any DOT compliance audits.

Urine Collections & Breath Alcohol tests:

Drug Test: \$60.00 (on-site or at alternate collection site)
Alcohol Test: \$28.00 -If the collection site fees for a breath alcohol test are out of the accepted industry standard, the fee the collection site charges Midwest Toxicology Services will be passed through to Lake County Highway. Please note, every effort will be made to collect on-site.

Other Optional Fees:

- **DOT Record Notebook** - \$75.00
- **Employee Education Class:** \$150.00 for 1 – 1 ½ hour class. This class usually is presented as a power point presentation. A written handout is available that goes with the power point presentation. You will be provided with a master copy of the handout and can duplicate it for all employees. If you want Midwest to duplicate the handout there is a \$1.50 charge per copy.
- **Supervisor Training Class:** \$300.00 – 3 – 4 hour class. This training class is designed for individuals who are responsible for assisting with or making the determination to require an employee to take a suspicion based drug or alcohol test. It is presented in a power point format and also includes a video. A 3-ring binder notebook is used in the training. Training notebooks are \$25.00 each. More detail on the content of the training course can be provided upon request.
- **Employee Education Video** – coordinates with written materials mentioned above
 - o VHS video - \$25.00
 - o DVD - \$35.00

Midwest Toxicology On-Site Services Policy: If Midwest Toxicology Services is scheduled to come on-site and we do not collect anyone because the employee(s) do not show, you forgot we were coming, etc., a no show or trip fee will be charged. In order to avoid an extra fee, you must contact our scheduling office and cancel the collection before we arrive. Depending on the circumstance, the no show or trip fee will vary from \$50 to \$100.

Order#28 – Agenda #16

In the Matter of L.C. Highway – Request for permission to purchase Two (2) 2006 Ford Crown Victoria Police Interceptor/4 door Sedans in the amount of \$21,984.25 each through the Procurement Division, Quantity Purchase Agreement with the State of Indiana.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Request for permission to purchase Two (2) 2006 Ford Crown Victoria Police Interceptor/4 door Sedans in the amount of \$21,984.25 each through the Procurement Division, Quantity Purchase Agreement with the State of Indiana. Motion passed 3-0.

Order#29 – Agenda #17

In the Matter of L.C. Highway – Seek Proposals for Uniform Services for Union employees for the year 2006.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway Dept. for Uniform Services for Union employees for the year 2006 from the following vendors, and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Aramark Uniform Services

Cintas Corp.

Arrow Uniform

Order#30 - Agenda #18

In the Matter of L.C. Highway – Seek Proposals for Waste Removal for the Crown Point and Lowell Garages for the year 2006.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway Dept. for Waste Removal for the Crown Point and Lowell Garages for the year 2006 from the following vendors, and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Waste Management

Allied Waste Services

Able Disposal/Meyer Waste Systems

Order#31 – Agenda #19

In the Matter of L.C. Highway – Amended Deer Disposal Contract with Jerri M. Cullum and William J. Fassoth for the Year 2006.

DuPey made a motion, seconded by Clay, to approve the Amended Deer Disposal Contract between the L.C. Highway and Jerri M. Cullum and William J. Fassoth for the Year 2006. Motion passed 3-0.

AMENDED DEER DISPOSAL CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between JERRI M. CULLUM and WILLIAM J. FASSOTH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE HIGHWAY DEPARTMENT (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:
 - A. Pick up and dispose of deer through selected means in the unincorporated areas of Lake County within 24 hours of receiving of official notice from the Lake County Highway Department.
 - B. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
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.**
 - A. The County agrees to pay the Consultant a sum not to exceed One Hundred Thirty Five Dollars (\$135.00) per deer carcass pay upon submission of claim for all services required.
 - B. If no deer carcass is found after a dispatch call to the consultant, the County agrees to pay the consultant a sum of Fifty Dollars (50.00) for their time.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) day before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

Order#31 – Agenda #19 (Cont'd)

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.
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 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

JERRI M. CULLUM
& WILLIAM J. FASSOTH
1415 SUNNBROOK AVENUE
DYER, IN 46311
(219) 808-8490
(219) 616-8490

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
RUDOLPH CLAY

CONSULTANT:
JERRI M. CULLUM/WILLIAM FASSOTH
ATTEST:
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

Order#32 – Agenda #21

In the Matter of L.C. Highway – Seek Proposals for Repairs to the Salt Barns at the L.C. Highway Department Crown Point and Lowell Yards.

Order#32 – Agenda #21 (Cont'd)

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway Dept. for Waste Repairs to the Salt Barns at the L.C. Highway Department Crown Point and Lowell Yards from the following vendors, and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Alan Builders L.I. Combs & Sons, Inc. F.W. Bieker Construction Corp. R. Harker Construction Co., Inc.

Order#33 – Agenda #22

In the Matter of L.C. Highway – Seek Proposals for Roof Repairs to the Truck Garage at the L.C. Highway Department Crown Point Yard.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway Dept. for Roof Repairs to the Truck Garage at the L.C. Highway Department Crown Point Yard from the following vendors, and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Babilla Roofing Maris and Son Roofing Gluth Brothers Roofing
Charles Gluth & Son Roofing Maris Roofing Korellis Roofing

Order#34 – Agenda #23

In the Matter of L.C. Highway – Seek Proposals for the Replacement of four (4) garage doors and garage door openers for the Mechanical Garage at the Crown Point Yard at the L.C. Highway Department.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway Dept. for Replacement of four (4) garage doors and garage door openers for the Mechanical Garage at the Crown Point Yard of the L.C. Highway Department from the following vendors, and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Security Company Streamline Garage Door United Overhead Door, Inc.

Order#35 – Agenda #25

In the Matter of L.C. Highway – Letter of Agreement with DLZ Indiana, LLC for the new Parking Garage/Maintenance Garage/Office for the L.C. Highway Department District Three in Lowell in an amount not to exceed \$190,000.00.

DuPey made a motion, seconded by Clay, to approve the Letter of Agreement between L.C. Highway and DLZ Indiana, LLC for the new Parking Garage/Maintenance Garage/Office for the L.C. Highway Department District Three in Lowell in an amount not to exceed \$190,000.00. Motion passed 3-0.



November 21, 2005

Lake County Board of Commissioners
1100 E. Monitor Street
Crown Point, IN 46307

ATTN: Mr. Marcus Malczewski
Highway Superintendent

RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

Dear Commissioners:

DLZ Indiana, LLC (DLZ) is pleased to submit the following letter agreement for the above-mentioned proposed new facilities for the Lake County Highway Department on the existing County owned Lowell, Indiana site at S.R.2 and U.S. 41.

DESCRIPTION OF PROJECT

The existing Third District Facilities in Lowell, Indiana are in need of replacement. This geographical area of Lake County continues to experience growth. As a result of this growth and the condition of the existing facility, the Highway Department requires additional space for this location, which adequately reflects its needs.

This project will consist of the design for new construction of approximately 30,000 square feet including two stalls for minor mechanical repairs, offices, restrooms and locker rooms. A pre-engineered metal building structure is anticipated for the Parking/Maintenance Garage areas. The offices, restrooms and locker rooms will comprise approximately 6,000 square feet.

The site is commonly known as the Lake County Highway Department, Lowell Garage. The site contains approximately 21 acres. Adjoining public roadways include S.R. 2 on the North, and U.S. 41 on the West. The property is accessible to S.R. 2 via a 582 feet x 50 feet access easement. Approximately 80% of the site (east portion) is unoccupied. An 11,520 square feet salt building was constructed on this portion of the site in 2000±. The remaining west portion of the site is currently occupied by three buildings that front U.S. 41. They are a brick building and garage, and a house, which is currently unoccupied. New development will be phased in order for operations to remain in service until new construction is completed. It is possible the house will remain and the other two structures will be demolished. Demolition of these existing facilities and restoration of adjacent site is not considered part of this project.

It is assumed that the total project cost inclusive of building, site, architectural and bonding costs can be estimated at Four Million Dollars (\$4,000,000.00).



November 21, 2005

RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

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SCOPE OF WORK

DLZ Indiana, LLC shall provide the services of qualified professional personnel to design and prepare construction documents necessary for bidding and construction. DLZ shall also assist the Owner during the Bidding Phase of the project. The following tasks have been identified.

Task A – Review of Programming & Schematic Design

1. Meet with the staff of the Lake County Highway Department to review their comments and suggestions of the Master Plan and Schematic Design, as prepared by DLZ Indiana, LLC, and dated April 18, 2002.
2. Add four (4) additional parking spaces in the garage and explore alternative design solutions to enlarge the front offices and present a minimum of two schemes to the Lake County Highway Department for review.
3. Update and prepare an estimate of probable construction cost on the approved Schematic Design.
4. Develop alternates (i.e. shell office, full office build-out, etc.) for project cost control.

Task B – Construction Documents

1. Prepare Contract Documents based on the Owner approved Schematic Design. Documents will include all necessary drawings and Project Manual to ensure competitive bidding.
2. The project will be bid as a single prime contract.
3. Prepare an estimate of probable cost to the Commissioners/Highway Department based on the final Contract Documents.
4. Print and assemble one hundred (100) sets of Contract Documents. Printed sets of contract documents will be forwarded to the Commissioners/Highway Department for distribution to contractors.
5. Assist the Owner in submitting Contract Documents to the Indiana Department of Fire and Building Services.
6. Shallow spread footings are anticipated for the building's foundation system. Design of soil stabilization and/or deep foundation systems (i.e. piling, etc.) will be considered Additional Services. The site is assumed to be an environmentally clean site, therefore environmental remediation of the soil and/or groundwater will also be considered Additional Services.



November 21, 2005

RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

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Task C – Geotechnical

1. Provide equipment, labor, and associated materials to drill and sample borings to evaluate the subsurface condition at the proposed development areas.
2. The geotechnical report will include a detailed description of the project, field and laboratory testing procedures, a characterization of the soil and groundwater conditions, and recommendations for the design and construction of the new structures and roadway. The report will also contain a site location map, gINT boring logs, and a summary of laboratory tests results.
3. One (1) original and two (2) copies of the report will be provided.

Task D – Bidding

1. Assist the Owner in the bidding process. The County shall be responsible for the required bid advertisements and publications.
2. Conduct a pre-bid meeting at the site with potential bidders.
3. Answer questions from plan holders during the bidding period and issue any addenda, which may be necessary.
4. Review the received bids and prepare a formal recommendation to the Owner for an Award of Contract.
5. Assist the Owner in preparing the contract agreement between the Owner and the Contractor utilizing the American Institute of Architects (AIA) documents.

The work identified in Task E and Task F is outside the scope of work of this proposal and is identified for reference purposes only.

Task E – Construction Administration – Construction Phase (Not in Scope of Work)

1. DLZ's shall perform identified services commencing with the award of the initial Contract for Construction and terminating at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
2. DLZ, as a representative of the Owner, shall visit the site at intervals appropriate to the state of the Contractor's operations, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, DLZ shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.



November 21, 2005

RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

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3. DLZ shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, DLZ shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. DLZ shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
4. DLZ shall at all times have access to the Work wherever it is in preparation or progress.
5. Review shop drawings to verify that products being submitted are in compliance with the construction documents and the design intent.
6. Review payment applications to verify that work represented to be complete on the application has in fact been satisfactorily completed, that the correct retainage amount has been withheld, and required waivers have been properly submitted.
7. Answer all Contractor's Request for Information (RFI) and prepare clarification sketches as necessary to interpret the design intent of the contract documents.

Task F – Part-Time On-Site Observation (Not in Scope in Work)

1. Provide a part-time Project Representative through the construction period plus project closeout. Time will include travel to and from the project site as well as preparation and review of appropriate field and contractor paperwork.

SCHEDULE

For the above-described services, the following information identifies the project schedule:

Task A – Review of Programming & Schematic Design – 15 calendar days after a Notice to Proceed.

Task B – Construction Documents – 105 calendar days after acceptance of Task A.

Task C – Geotechnical – 30 calendar days after Notice to Proceed.

Task D – Bidding – 30 calendar days after acceptance of Task B.

Task E/F – Construction Administration Phase and Part-time On-site Observation: to be determined.



November 21, 2005

RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

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COMPENSATION

The Lake County Board of Commissioners shall compensate DLZ Indiana, LLC, for services rendered under the above "Scope of Work", a total not-to-exceed amount of One Hundred Ninety Thousand Dollars (\$190,000.00). A breakdown of fees, as it relates to specific tasks, is as follows:

Task A – Review of Programming & Schematic Design (lump sum)	\$ 2,500.00
Task B – Construction Documents (lump sum).....	\$126,000.00
Task C – Geotechnical (lump sum)	\$ 12,000.00
Task D – Bidding (lump sum).....	\$ 5,500.00
Misc. Reimbursable Expenses (printing, filing fees and mileage)* & Design Contingency	\$ 44,000.00
Total	\$190,000.00

Fees will be invoiced monthly based upon our estimated percentage of completion.

*Reimbursable expenses include actual expenditures for government or agency fees, document reproduction cost, mileage (at \$0.405 per mile) and photographs. Reimbursable expenses shall be payable at a multiple of 1.2 times expenses billed to the Architect/Engineer.

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached (Attachment A), are incorporated here into and made a part of this letter agreement. The Owner referred to in the Standard Terms and Conditions means the Lake County Board of Commissioners.

ACCEPTANCE

We trust that this letter agreement satisfactorily sets forth your understanding of the terms and conditions for Architectural/Engineering services between us. If this letter agreement meets with your approval, please sign, date and return one (1) copy to our office.



November 21, 2005

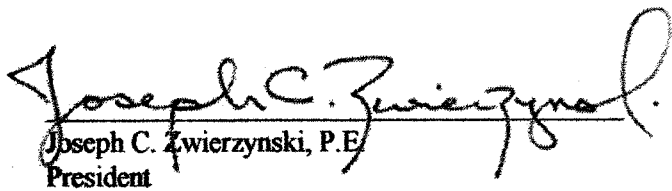
RE: Letter Agreement
New Parking Garage/Maintenance Garage/Offices for Lake County Highway Department
District Three in Lowell, Indiana

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We appreciate your continued confidence in DLZ Indiana, LLC and we are eager to work with you on this project. Please do not hesitate to contact our office if you should have any questions.

Very truly yours,

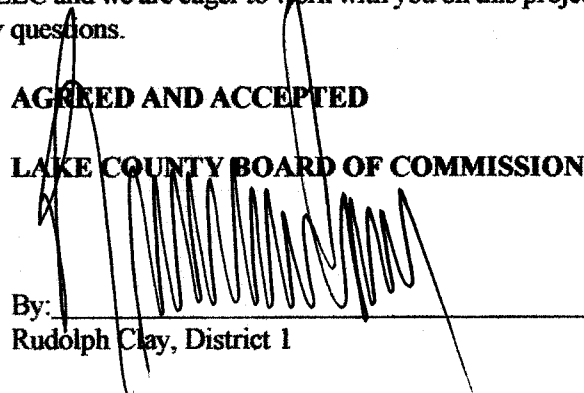
DLZ INDIANA, LLC


Joseph C. Zwierzynski, P.E.
President

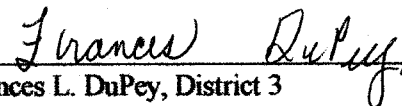
Attachment: As Noted

AGREED AND ACCEPTED

LAKE COUNTY BOARD OF COMMISSIONERS


By: _____
Rudolph Clay, District 1

By: _____
Gerry J. Scheub, District 2

By: 
Frances L. DuPey, District 3

Date: 12/14/05

APPROVED AS TO LEGALITY AND FORM:



Attorney for Lake County

cc: JCZ, RPK, BLG, BM, SPK, EB, AMB

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1. INVOICE AND PAYMENT PROCEDURES: DLZ shall submit invoices, once a month, at a minimum, to the OWNER for Services accomplished during each calendar month.

The OWNER, as OWNER or authorized agent for the OWNER hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The OWNER hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the OWNER's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare OWNER to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the Owner expressly agree otherwise in writing. OWNER agrees that DLZ will perform on-site construction review for this project and that such services will not be performed by others.

3. SUBSURFACE INVESTIGATION: DLZ makes no representations concerning soil conditions unless specifically included in writing in this agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event, that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by OWNER as extra work.

5. SURVEY STAKING: In the event that any staking is destroyed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by OWNER as extra work.

6. MISCELLANEOUS EXPENSES: The OWNER shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

7. CHANGE OF SCOPE: The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and OWNER. DLZ will promptly notify OWNER of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of change in scope.

8. SAFETY: DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by OWNER for any purpose other than that for which such documents or deliverable were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, shall be at OWNER's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the OWNER only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to OWNER.

11. INSURANCE: DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and DLZ business, requirements. Certificates evidencing such coverage will be provided to OWNER upon request. For projects involving construction, OWNER agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, DLZ shall indemnify and save harmless from and against loss, liability, and damages sustained by OWNER, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the extent caused directly by the negligence of DLZ or its employees.

13. LIMITATIONS OF LIABILITY: No employee of DLZ shall have individual liability to OWNER. OWNER agrees that, to the fullest extent permitted by law, DLZ's total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If OWNER desires a limit of liability greater than provided above, OWNER and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state of Indiana.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

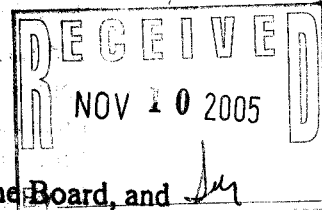
Order#36 – Agenda #26

In the Matter of L.C. Highway – County Utility Agreement with Verizon North, Inc. at 6235 Randolph to 6497 Randolph – Buried telephone Cable.

DuPey made a motion, seconded by Clay, to approve the County Utility Agreement between L.C. Highway and Verizon North, Inc. at 6235 Randolph to 6497 Randolph – Buried telephone Cable. Motion passed 3-0.

4101-386A0AE

COUNTY UTILITY AGREEMENT



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

Verizon North, Inc., 2401 Chicago, Valparaiso, IN 46383

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

Buried telephone cable
located ~~at~~ from 6235 Randolph to 6497 Randolph

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.

for Jan Dardill
 Applicant or Authorized Representative
 Jeffrey L. McCord, Section Mgr. - OSPE
 Date of Signature 11-9-05

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA
[Signature] 12/14/05
 Member

Recommended for Approval by:
[Signature]
 Lake County Highway Department
[Signature]
 Lake County Highway Department 11.15.2005

Francis Dury
 Member

 Member

ATTEST: Rosy Dabney Ketchum
 Lake County Auditor

Order#37 – Agenda #27

In the Matter of Northern Indiana Public Service Co. Permit.

Comes now, Mr. Mark L. Pasyk, Utility Highway Affairs Manager of NIPSCO, and files with the Board an application for a permit to:

50004-3 Provide room for acceleration lane into Misty Hills Subdivision

The Board having previously duly examined and approved said permit, now accepts same. DuPey made a motion, seconded by Clay, to approve above permits as submitted. Motion passed 3-0.

Order#38 – Agenda #28

In the Matter of L.C. Highway – Market Estimate for Parcel 6 Lake County Bridge #91, 109th Avenue over Niles Ditch in the amount of \$300.00 – owner Balthasar D. Hoffman and Norma L. Hoffman.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway to purchase the Market Estimate for Parcel 6 Lake County Bridge #91, 109th Avenue over Niles Ditch in the amount of \$300.00 – owner Balthasar D. Hoffman and Norma L. Hoffman. Motion passed 3-0.

Order#39 – Agenda #29

In the Matter of L.C. Highway – Certificate of Liability Insurance from White Brothers Trucking Company.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the L.C. Highway's Certificate of Liability Insurance from White Brothers Trucking Company. Motion passed 3-0.

Order#40 – Agenda #90A

In the Matter of Asbestos Abatement: Contract Change Order No. G-06 Specialty Systems of Illinois, Inc. – Gary Courthouse Prosecutor IV-D Office \$25,517.11.

DuPey made a motion, seconded by Clay, to approve the Asbestos Abatement's Contract Change Order No. G-06 Specialty Systems of Illinois, Inc. – Gary Courthouse Prosecutor IV-D Office \$25,517.11. Motion passed 3-0.

Order#41 – Agenda #90B

In the Matter of Asbestos Abatement – Contract Change Order No. CP-19 Specialty Systems of Illinois, Inc. – Crown Point Prosecutor's Office "A" Building, Phase 7 and "B" Building, Phases 83 & 84 \$29,252.87.

DuPey made a motion, seconded by Clay, to approve the Asbestos Abatement's Contract Change Order No. CP-19 Specialty Systems of Illinois, Inc. – Crown Point Prosecutor's Office "A" Building, Phase 7 and "B" Building, Phases 83 & 84 \$29,252.87. Motion passed 3-0.

Order#42 – Agenda #90C

In the Matter of Asbestos Abatement – Contract Change Order No. CP-20 Specialty Systems of Illinois, Inc. – Crown Point Public Defender's Offices – Jail Building Basement \$21,709.38.

DuPey made a motion, seconded by Clay, to approve the Asbestos Abatement's Contract Change Order No. CP-20 Specialty Systems of Illinois, Inc. – Crown Point Public Defender's Offices – Jail Building Basement \$21,709.38. Motion passed 3-0.

Order#43 – Agenda #90D

In the Matter of Asbestos Abatement - Specialty Systems of Illinois, Inc. Payment Application No. 35 in the amount of \$124,341.49 for asbestos abatement and restorative work at the Lake County Government Center and the Gary Courthouse.

DuPey made a motion, seconded by Clay, to approve the Specialty Systems of Illinois, Inc. Payment Application No. 35 in the amount of \$124,341.49 for asbestos abatement and restorative work at the Lake County Government Center and the Gary Courthouse, pending the Council agreement on funding. Motion passed 3-0.

Order#44 – Agenda #90E

In the Matter of Asbestos Abatement – Village Carpet & Tiles, Inc. Invoice No. 3078 in the amount of \$10,675.00 and Invoice No. 3149 in the amount of \$1,750.00 for the Lake County Government Center Commissioners' Offices.

DuPey made a motion, seconded by Clay, to approve the Village Carpet & Tiles, Inc. Invoice No. 3078 in the amount of \$10,675.00 and Invoice No. 3149 in the amount of \$1,750.00 for the Lake County Government Center Commissioners' Offices, pending the Council agreement on funding. Motion passed 3-0.

Order#45 – Agenda #90F

In the Matter of Asbestos Abatement – Stan's Painting & Decorating, Inc. Invoice No. 9536 in the amount of \$2,500.00, Invoice No. 9401 in the amount of \$1,040.00 and Invoice No. 9636 in the amount of \$1,216.19 for work completed in Judge Schiralli's Courtroom and Offices.

Order#45 – Agenda #90F (Cont'd)

DuPey made a motion, seconded by Clay, to approve the Stan's Painting & Decorating, Inc. Invoice No. 9536 in the amount of \$2,500.00, Invoice No. 9401 in the amount of \$1,040.00 and Invoice No. 9636 in the amount of \$1,216.19 for work completed in Judge Schiralli's Courtroom and Offices, pending the Council agreement on funding. Motion passed 3-0.

Order#46 – Agenda #90G

In the Matter of Asbestos Abatement – SBC Invoice No. IN245119 in the amount of \$8,256.48 for work completed in Data Processing.

DuPey made a motion, seconded by Clay, to approve the SBC Invoice No. IN245119 in the amount of \$8,256.48 for work completed in Data Processing, pending the Council agreement on funding. Motion passed 3-0.

Order#47 – Agenda #90H

In the Matter of Asbestos Abatement – Tri-Electronics Invoice No. 81242 in the amount of \$1,478.95 for work completed at the Lake County Government Center.

DuPey made a motion, seconded by Clay, to approve the Tri-Electronics Invoice No. 81242 in the amount of \$1,478.95 for work completed at the Lake County Government Center, pending the Council agreement on funding. Motion passed 3-0.

Order#48 – Agenda #90I

In the Matter of Asbestos Abatement – Miller Electronic Company for work completed at the Lake County Government Center and the Gary Courthouse (Invoice No. 10519 - \$280.00; Invoice No. 10913 - \$260.00; Invoice No. 12509 - \$1,200.00; Invoice No. 12785 - \$932.77; Invoice No. 12786 - \$2,569.33; Invoice No. 12803 - \$1,361.36; Invoice No. 13452 - \$11,936.57; Invoice No. 13517 - \$1,390.00).

DuPey made a motion, seconded by Clay, to approve the Miller Electronic Company for work completed at the Lake County Government Center and the Gary Courthouse (Invoice No. 10519 - \$280.00; Invoice No. 10913 - \$260.00; Invoice No. 12509 - \$1,200.00; Invoice No. 12785 - \$932.77; Invoice No. 12786 - \$2,569.33; Invoice No. 12803 - \$1,361.36; Invoice No. 13452 - \$11,936.57; Invoice No. 13517 - \$1,390.00), pending the Council agreement on funding. Motion passed 3-0.

Order#49 – Agenda #90J

In the Matter of Asbestos Abatement – Agreement for the Assignment of Contract with Specialty Systems of Illinois, Inc. and Interstate Environmental Services, Inc. and the Board of Commissioners of the County of Lake.

DuPey made a motion, seconded by Clay, to approve the Agreement for the Assignment of Contract with Specialty Systems of Illinois, Inc. and Interstate Environmental Services, Inc. and the Board of Commissioners of the County of Lake. Motion passed 3-0.

**AGREEMENT FOR THE ASSIGNMENT
OF CONTRACT**

THIS AGREEMENT made and entered into by and between the Board of Commissioners of Lake County, Indiana ("LAKE COUNTY"), Specialty Systems of Illinois, Inc. ("SSI"), and Interstate Environmental Services, Inc. (IES).

SSI was the successful bidder to perform certain asbestos abatement at the Lake County Government Center in Crown Point, Indiana and the Lake Superior Courthouse in Gary, Indiana, and LAKE COUNTY and SSI entered into a contract dated September 9, 1997 for such asbestos abatement ("Contract"). The Contract provided that the abatement was to be performed in several phases, certain of which have been completed (the "Completed Work"), and other phases which have not been commenced (the "Future Work"). There is currently no work in progress under the Contract; all work is either Completed Work or Future Work.

SSI has approached IES, another asbestos abatement contractor operating in Lake County, Indiana, to fulfill LAKE COUNTY's needs and otherwise perform the Future Work under the Contract.

SSI and IES have and do hereby agree to assign SSI's rights and obligations regarding the Future Work in the Contract to IES upon approval of LAKE COUNTY, and IES agrees to assume the obligations and benefits of the Future Work under the Contract on the condition that LAKE COUNTY approves the assignment. LAKE COUNTY desires to have the work performed under the Contract by IES and therefore desires to approve the assignment.

NOW, THEREFORE, the parties agree by and between themselves to the following:

1. The above introductory paragraphs are incorporated into this Agreement.

2. Upon execution of this Agreement by all parties, SSI assigns to IES all of its right, title and interest in and to the Future Work under the Contract. SSI retains all right, title and interest in the Contract with respect to the Completed Work. SSI and IES confirm that no compensation has been exchanged by them in this transaction other than the mutual promises and covenants contained in this Agreement.

3. IES agrees that once it receives the assignment of the Future Work under the Contract and SSI's rights and obligations thereunder; IES will perform all of the duties of the Contractor as if it were the original named Contractor thereunder, with respect to the Future Work only.

4. LAKE COUNTY will pay SSI up through Claim Voucher #35 and for all Completed Work for which Claim Vouchers have been submitted. LAKE COUNTY will pay IES pursuant to the Contract for all Future Work.

5. LAKE COUNTY hereby approves the assignment of the Contract from SSI to IES and agrees to look solely to IES for Future Work and releases SSI from any such future performance. LAKE COUNTY further agrees to look solely to SSI with respect to Completed Work and releases IES from any claim related to the Completed Work.

6. SSI hereby indemnifies and agrees to hold IES harmless from any and all claims, action or causes of actions from LAKE COUNTY or any other non-party to this Contract arising out of the Completed Work. IES hereby indemnifies and agrees to hold SSI harmless from any and all claims, actions or causes of action from LAKE COUNTY or any other non-party to this Contract arising out of the Future Work. This mutual indemnification and hold harmless portion of this Contract shall include all costs and attorneys fees associated with any claim, action or

cause of action. The party being indemnified may seek reasonable assurances that the indemnification promises of this Agreement will be fulfilled. In addition, the party being indemnified may elect to hire, at its own expense, an attorney selected by it to participate in the defense of the indemnified party's interest when this clause is invoked for its protection. If the indemnified party does hire its own attorney in addition to the attorney hired by the indemnifying party, then the cost and expense of that additional attorney shall be the indemnified party's responsibility. If the indemnified party does not receive those reasonable assurances regarding the fulfillment of the indemnification, then the indemnified party may assume control of the defense of the claim, action or cause of action, upon 5 days written notice to the indemnifying party, in which case the indemnifying party shall continue to bear all costs and expenses of that defense. In all other respects, the party indemnifying or agreeing to hold the other harmless shall select the attorney for the indemnified party

7. Notwithstanding anything to the contrary, nothing herein will be construed to release SSI from any warranties, expressed or implied, for the Completed Work. SSI remains fully obligated to LAKE COUNTY under such warranties to the extent that it performed and was paid under the Contract.

8. LAKE COUNTY hereby authorizes SSI and IES to assign all of SSI's right, title, interest and obligations for Future Work under the contract to IES, to be effective upon complete execution of this Agreement.

9. The terms of this Agreement shall be binding on the parties hereto and their successors in interest.

10. The terms of this Agreement will be governed by the laws of the State of Indiana.

THIS AGREEMENT dated this 14 day of ~~November~~ ^{December}, 2005.

**SPECIALTY SYSTEMS OF ILLINOIS,
INC.**

By: 

Richard J. Hughes, President
302 South State Avenue
Indianapolis, IN 46201

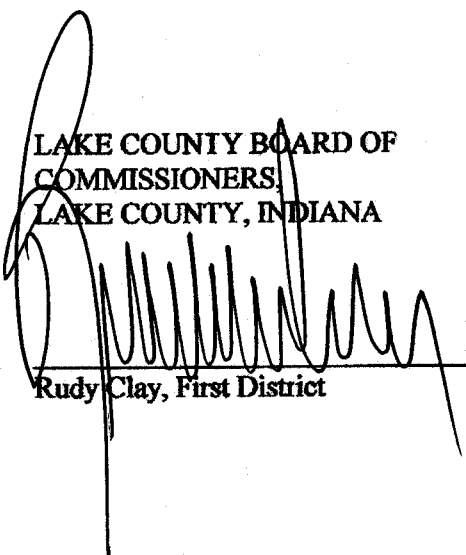
**INTERSTATE ENVIRONMENTAL
SERVICES, INC., an Indiana corporation**

By: 

Charles J. Olson, President
P.O. Box 251
6610 Melton Road
Portage, IN 46368

LAKE COUNTY BOARD OF
COMMISSIONERS
LAKE COUNTY, INDIANA

By:

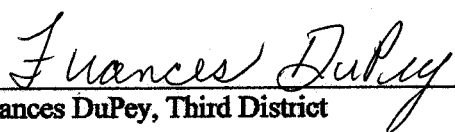

Rudy Clay, First District

12/14/05

By:

Gerry Scheub, Second District

By:


Frances DuPey, Third District

John S. Dull, Lake County Attorney
2293 North Main Street
Crown Point, IN 46307

Order#50 – Agenda #30A

In the Matter of Contract for L.C. Sheriff– Correctional Officers Uniforms for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Star Uniform, 2156 Locust Street, Portage, IN 46368 for Correctional Officers Uniforms for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Correctional Officers Uniforms for the Year 2006 for the L.C. Sheriff, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

STAR UNIFORM W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CORRECTIONAL OFFICERS UNIFORMS FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$415.30 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY STAR UNIFORM
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

To: Lake County Board of Commissioners
Re: Jail Bid for Corrections Uniforms for 2006
Date: December 5, 2005

Attached please find a copy of the bids presented for Corrections Uniforms for 2006. Star Uniform presented the lowest bid. Therefore, it is my recommendation that Star Uniform be awarded the bid.

Thank you for your consideration in this matter.

Respectfully submitted,
Sheriff Roy Dominguez

Order#51 – Agenda #30B

In the Matter of Contract for L.C. Sheriff– Household Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Able Paper & Janitorial Supplies, Inc., 85 E. 73rd Avenue, Merrillville, IN 46410 for Household Supplies for the Year 2006 Classes 1,3,5,6 and Cal-Region Supply, 475 E. 151st Street, East Chicago, IN 46312 for Household Supplies for the Year 2006 Classes 2 & 4 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

ABLE PAPER & JANITORIAL SUPPLIES, INC. & CAL-REGION SUPPLY W/ no bond is hereby approved by the Board of Commissioners.

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

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY ABLE PAPER & JANITORIAL SUPPLIES, INC. & CAL-REGION SUPPLY
RUDOLPH CLAY
GERRY SCHEUB

Order#52 – Agenda #30C

In the Matter of Contract for L.C. Sheriff– Kitchen Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Able Paper & Janitorial Supplies, Inc., 85 E. 73rd Avenue, Merrillville, IN 46410 for Kitchen Supplies for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

ABLE PAPER & JANITORIAL SUPPLIES, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for KITCHEN SUPPLIES FOR THE LAKE CO. SHERIFF FOR \$17,390.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

Order#52 – Agenda #30C (Cont'd)

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

ABLE PAPER & JANITORIAL SUPPLIES, INC.

Letter of Recommendation:

To: Lake County Board of Commissioners
Re: Jail Bid for Kitchen Supplies for 2006
Date: December 5, 2005

Attached please find a copy of the bids presented for Jail Kitchen Supplies for 2006. The lowest bid in all categories was presented by Able Paper & Janitorial. Therefore, it is my recommendation that Able Paper & Janitorial be awarded the bid in all categories.

Thank you for your consideration in this matter.

Respectfully submitted,
Sheriff Roy Dominguez

Order#53 – Agenda #30D

In the Matter of Contract for L.C. Sheriff - Laundry Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Gurtler Industries, Inc., 15475 S. LaSalle Street, South Holland, IL 60473 for Laundry Supplies for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

GURTLER INDUSTRIES, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAUNDRY SUPPLIES FOR THE LAKE CO. SHERIFF FOR \$9814.75 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

GURTLER INDUSTRIES, INC.

Letter of Recommendation:

To: Lake County Board of Commissioners
Re: Jail Bid for Laundry Supplies for 2006
Date: December 5, 2005

Attached please find a copy of the bids presented for Jail Laundry Supplies for 2006. The sole bidder was Gurtler Industries, Inc. Therefore, it is my recommendation that Gurtler Industries, Inc. be awarded the bid in all categories.

Thank you for your consideration in this matter.

Respectfully submitted,
Sheriff Roy Dominguez

Order#54 – Agenda #30E

In the Matter of Contract for L.C. Sheriff - Maintenance Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Genesis Electrical Supply, Inc. for Maintenance Supplies for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

GENESIS ELECTRICAL SUPPLY, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for MAINTENANCE SUPPLIES FOR THE LAKE CO. SHERIFF FOR \$2292.22 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

GENESIS ELECTRICAL SUPPLY, INC.

Order#54 – Agenda #30E (Cont'd)

Letter of Recommendation:

To: Lake County Board of Commissioners
 Re: Jail Bid for Maintenance Supplies for 2006
 Date: December 5, 2005

Attached please find a copy of the bids presented for Jail Laundry Supplies for 2006. The sole bidder was Genesis Electrical Supply, Inc. Therefore, it is my recommendation that Genesis Electrical Supply, Inc. be awarded the bid in all categories.

Thank you for your consideration in this matter.

Respectfully submitted,
 Sheriff Roy Dominguez

Order#55 – Agenda #31A

In the Matter of Contract for L.C. Sheriff – Garage and Motor Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Van Senus Auto Parts, Inc., 2930 Highway Ave. Highland, IN 46322 for Garage and Motor Supplies Classes 1,2,3,4,5,6, and 9 for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Garage and Motor Supplies classes 1,2,3,4,5,6, and 9 for the L.C. Sheriff, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

VAN SENUS AUTO PARTS, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GARAGE AND MOTOR SUPPLIES CLASSES 1,2,3,4,5,6, AND 9 FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$31926.20 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
 RUDOLPH CLAY
 GERRY SCHEUB

VAN SENUS AUTO PARTS, INC.

Letter of Recommendation:

To: Lake County Board of Commissioners
 Fr: Lake County Sheriff's Department
 Re: Bid for Garage and Motor Supplies for 2006
 Date: 29, November, 2005

Dear Commissioners:

The Lake County Sheriff's Department has received two bids for Garage and Motor Supplies for 2006.

It is my recommendation that Van Senus Auto Parts, Inc. of Highland, Indiana be awarded Class 1, Class 2, Class 3, Class 4, Class 5, Class 6 and Class 9 has the lowest bidder for Garage and Motors Supplies for 2006.

Thank you for your consideration in this matter.

Respectfully submitted,
 Rogeilio "Roy" Dominguez
 Sheriff Lake County

Order#56 – Agenda #31B

In the Matter of Contract for L.C. Sheriff – Gasoline for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Pinkerton Oil Co., Inc., 75 East US Hwy 20, Porter, IN 46304 for Gasoline for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

PINKERTON OIL CO., INC. W/ FEDERATED MUTUAL INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GASOLINE FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$755,235.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
 RUDOLPH CLAY

PINKERTON OIL CO., INC.

Order#56 – Agenda #31B (Cont'd)

GERRY SCHEUB

Letter of Recommendation:

December 5, 2005

To: Lake County Board of Commissioners
Fr: Lake County Sheriff's Department
Re: Gasoline Bids

Dear Commissioners:

The Lake County Sheriff's Department has received three bids for Gasoline for 2006.

Pinkerton Oil Company has bid the lowest in the area of Fixed Margin.

Based on the historical awarding of contracts on this fixed margin basis, I recommend Pinkerton Oil Company be awarded the 2006 Gasoline Contract.

Thank you for your consideration in this matter.

Respectfully submitted,
Rogelio "Roy" Dominguez
Sheriff Lake County

Order#57 – Agenda #31C

In the Matter of Contract for L.C. Sheriff – Officers Uniforms for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to A & J Uniforms LLC, 112 North Indiana Ave., Crown Point, IN 46307 for Officers Uniforms for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Officers Uniforms for the Year 2006 for the L.C. Sheriff, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

A & J UNIFORMS LLC W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for OFFICERS UNIFORMS FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$1062.67 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
RUDOLPH CLAY
GERRY SCHEUB

A & J UNIFORMS LLC

Letter of Recommendation:

To: Lake County Board of Commissioners
Fr: Lake County Sheriff's Department
Re: Bid for Police Uniforms for 2006
Date: 28, November, 2005

Dear Commissioners:

The Lake County Sheriff's Department has received two bids for Police Uniforms for 2006, as follows:

A & J Uniforms of Crown Point, Indiana, for a total of \$1,062.67.

Star Uniforms of Portage, Indiana, for a total of \$1,225.95

My recommendation is that the bid be awarded to A & J Uniforms has they are the lowest bidder for Police Uniforms for 2006.

Note: a bid from Skalrewitz uniform was rejected by the Commissioners.

Thank you for your consideration in this matter.

Respectfully submitted,
Rogelio "Roy" Dominguez
Sheriff Lake County

Order#58 – Agenda #31D

In the Matter of Contract for L.C. Sheriff – Oil and Lubricants for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Pinkerton Oil Co., Inc., 75 East US Hwy 20, Porter, IN 46304 for Oil and Lubricants for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

Order#58 – Agenda #31D (Cont'd)

PINKERTON OIL CO., INC. W/ FEDERATED MUTUAL INSURANCE CO. in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for OIL AND LUBRICANTS FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$8868.05 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY PINKERTON OIL CO., INC.
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

To: Lake County Board of Commissioners
Fr: Lake County Sheriff's Department
Re: Bid for Oil and Lubricants for 2006
Date: 28, November, 2005

Dear Commissioners:

The Lake County Sheriff's Department has received two bids for Oil and Lubricants for 2006, as follows:
Superior Petroleum Products, Inc. of Crown Point, Indiana, for a total of \$13,338.45.
Pinkerton Oil Company, Inc. of Porter, Indiana, for a total of \$8,868.05.

My recommendation is that the bid be awarded to Pinkerton Oil Company as they are the lowest bidder for Oil and Lubricants for 2006.

Thank you for your consideration in this matter.

Respectfully submitted,
Rogelio "Roy" Dominguez
Sheriff Lake County

Order#59 – Agenda #31E

In the Matter of Contract for L.C. Sheriff – Tires and Tubes for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to GCR Tire Center, 6801 E. Melton Rd. Gary, IN 46304 for Tires and Tubes for the Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Sheriff. Motion passed 3-0.

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

GCR TIRE CENTER W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TIRES AND TUBES FOR THE YEAR 2006 FOR THE LAKE CO. SHERIFF FOR \$47320.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY GCR TIRE CENTER
RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:

To: Lake County Board of Commissioners
Fr: Lake County Sheriff's Department
Re: Bid for Tires and Tubes for 2006
Date: 28, November, 2005

Dear Commissioners:

The Lake County Sheriff's Department has received two bids for Tires and Tubes for 2006, as follows:
Chicago Tire Inc. of South Holland, IL, for a total of \$55,157.80
GCR Tire Centers Inc. of Gary, Indiana for a total of \$47,320.00.

My recommendation is that the bid be awarded to GCR Tire Centers as they are the lowest bidder for Tires and Tubes for 2006.

Thank you for your consideration in this matter.

Respectfully submitted,
Rogelio "Roy" Dominguez
Sheriff Lake County

Order#60 – Agenda #32-34

In the Matter of Proposals: L.C. Juvenile Center – Food, Bread, and Dairy Products 1st Quarter of 2006.

Order#60 – Agenda #32-34 (Cont'd)

DuPey made a motion, seconded by Clay, to accept the recommendation of the L.C. Juvenile Center to approve Shop Rite Foods with \$22,236.90 for the Food Products 1st Quarter of 2006, Kreamo Bakers with \$2,262.50 for the Bread Products 1st Quarter of 2006, Pleasant View Dairy with \$2,119.95 for the Dairy Products 1st Quarter of 2006. Motion passed 3-0.

Letter of Recommendation:

December 13, 2005

Lake County Board of Commissioners
2293 N. Main Street
Crown Point, IN 46307

Lake County Board of Commissioners:

We have tabulated and reviewed the Food, Bread, and Dairy proposals for the First Quarter of 2006, and the results of the tabulations are indicated on the attached Food, Bread, and Dairy worksheet.

We would like to recommend to the Board of Commissioners of the County of Lake award the bids to the following vendors based on the tabulations for each class:

Shop Rite Foods, Inc. 1265 Lake Park Hobart, IN 46342	We recommend the only bid for all Classes, 1 through 15, totaling \$22,236.90 be accepted.
---	--

Kreamo Bakers 1910 Lincolnway West South Bend, IN 46628	We recommend the only complete bid of \$2,262.50 for Bread Products be accepted.
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Pleasant View Dairy Corporation 2625 Highway Avenue Highland, IN 46322	We would recommend the only bid of \$2,119.95 for Dairy Product be accepted.
--	--

Thank you in advance for your consideration. If you have any questions please feel free to call me at 769-4664.

Sincerely,
Dan Arendas, Assistant Director
Lake County Juvenile Center

Order#61 – Agenda #36

In the Matter of L.C. Juvenile Court – Request for modification of the terms of an existing contract through the JABG Grant.

DuPey made a motion, seconded by Clay, to approve the L.C. Juvenile Court's request for modification of the terms of an existing contract with Mary Jo Smith through the JABG Grant, to have item 2B part III & part IV removed and the change to be retroactive through January 1, 2005. Motion passed 3-0.

Order#62 - Agenda #37

In the Matter of L.C. Surveyor – Two Year Lease from Smith Motors, Inc. for a 2006 Chevrolet Equinox, All Wheel Drive Vehicle for the period of December 14, 2005 to December 13, 2007 in the amount of \$431.42 per month.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor's Two Year Lease from Smith Motors, Inc. for a 2006 Chevrolet Equinox, All Wheel Drive Vehicle for the period of December 14, 2005 to December 13, 2007 in the amount of \$431.42 per month. Motion passed 3-0.

Order#63 – Agenda #38

In the Matter of L.C. Surveyor – Two Year Lease from Webb Ford, Inc. for a 2006 Ford Five Hundred All Wheel Drive Vehicle for the period of December 15, 2005 to December 14, 2008 in the amount of \$498.00 per month.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor's Two Year Lease from Webb Ford, Inc. for a 2006 Ford Five Hundred All Wheel Drive Vehicle for the period of December 15, 2005 to December 14, 2008 in the amount of \$498.00 per month. Motion passed 3-0.

Order#64 – Agenda #39

In the Matter of L.C. Surveyor – One Year Lease Extension from Allard Rental Corporation for a 2005 Mercury Grand Marquis for the period of January 1, 2006 to December 31, 2006 in the amount of \$499.00 per month.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor's One Year Lease Extension from Allard Rental Corporation for a 2005 Mercury Grand Marquis for the period of January 1, 2006 to December 31, 2006 in the amount of \$499.00 per month. Motion passed 2-1, Commissioner Scheub against.

Order#65 – Agenda #40

In the Matter of L.C. Surveyor – Contract with Lawrence J. McClelland for the year 2006 for Consulting Services in an amount not to exceed \$16,800.00 at the rate of \$65.00 per hour.

Order#65 – Agenda #40 (Cont'd)

DuPey made a motion, seconded by Clay, to approve the Contract between the L.C. Surveyor and Lawrence J. McClelland for the year 2006 for Consulting Services in an amount not to exceed \$16,800.00 at the rate of \$65.00 per hour. Motion passed 3-0.

SUR-2006-1
CONTRACT
 FUND NO. 167-0600-43190
 SURVEYOR'S CORNER PERPETUATION

THIS AGREEMENT, entered into this 14th day of December, 2005 effective from January 1, 2006 to December 31, 2006 by and between LAAWRENCE J. MCCLELLAND, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. SURVEYOR (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 services as:

CONSULTANT FOR THE LAKE COUNTY SURVEYOR'S OFFICE

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

LAKE COUNTY SURVEYOR'S OFFICE
 - B. Consultant shall devote such hours as are necessary to perform the service listed above and below.
 - C. Consultant shall exercise independent judgment to act in the best interest of the party represented.
 - D. Consultant reports directly to the Lake County Surveyor.
 - E. Consultant duties shall consist of assisting, advising, making recommendations and preparing inventory schedules to the Lake County Surveyor for the following items:
 1. Assisting and recommending the Lake County Drainage Board's Annual Budget Priorities.
 2. Recommending resolutions to drainage problems related to regulated drains.
 3. Preparation of technical reports with respect to regulated drains.
 4. Recommending special items for engineering plans and specifications for maintenance projects on regulated drains.
 5. Researching and creating an inventory of regulated drains that includes the following information:
 - a. Sidwell aerial photos (marked-up) that shows the length in miles and feet with date of regulation established.
 - b. Documents that include any (all) maintenance performed during current and historic times.
 - c. Amounts of funding expended for the above paragraph "b".
 - d. Any other documents pertaining to the particular regulated drains, i.e. open ditch or tile, easement reductions, occupation of easement, correspondence, other miscellaneous information.
 - F. County shall make available to the Consultant all necessary historic records and documents in order for the Consultant to carry out duties mentioned above.
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 Sixteen Thousand Eight Hundred Dollars and 00/100ths (\$16,800.00) for all services herein. Consultant agrees to perform the services herein for an amount not to exceed this sum (\$16,800.00) and is at the rate of \$65.00 per hour established and payable in the prescribed manner.
 - A. The minimum of \$1,400.00 per month for a total of twelve (12) months.
 - B. Consultant will invoice the County consistent with County billing practices.
 - C. The County will pay for or furnish any required transportation and lodging should the Consultant be directed to attend any functions outside Lake County. An overnight stay shall be considered as eight (8) hours of services.
 - D. The County will provide transportation to the Consultant for any required site inspections of regulated drains and maintenance activities thereto.
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.** The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor 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.

Order#65 – Agenda #40 (Cont'd)

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.

In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings, and recordation.

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. **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.
14. **Conflict of Interest.** The following provisions of Lake County Council Ordinance.
1. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).

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;
The source of funds for payment under this Contract is the Lake County Surveyor's office approved budget and
 - B. more specifically the line items therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The source is restricted to these funds which have been appropriated for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners.
16. **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

Lawrence J. McClelland
1535 Davis Avenue
Whiting, IN 46394
(219) 659-3928

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, Commissioner
RUDOLPH CLAY, Commissioner

CONSULTANT:
Lawrence J. McClelland

Lake County Surveyor
George Van Til

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#66 – Agenda #41

In the Matter of L.C. Surveyor – Request for Release of Bid Bond Check #874826791 in the amount of \$13,766.19 for Hart Ditch Bank Repairs – Phase II Priority I, Segment 3A.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor's Request for Release of Bid Bond Check #874826791 in the amount of \$13,766.19 for Hart Ditch Bank Repairs – Phase II Priority I, Segment 3A. Motion passed 3-0.

Order#67 – Agenda #43

In the Matter of L.C. Board of Elections and Registration – Consulting Contract with David Saks for the period of May 15, 2005 to December 31, 2005 for Assistant Board Attorney Services in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour.

Clay made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Board of Elections and Registration and David Saks for the period of May 15, 2005 to December 31, 2005 for Assistant Board Attorney Services in an amount not to exceed \$22,500.00 at the rate of \$90.00 per hour. Motion passed 2-1, Commissioner DuPey abstain.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from May 15, 2005 to December 31, 2005 by and between DAVID SAKS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. BOARD OF ELECTIONS AND REGISTRATION (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 services:

ASSISTANT BOARD ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:
- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - III. Indicate date of service.
 - IV. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - V. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - VI. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty Two thousand Five Hundred (\$22,500.00) Dollars for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall paid out of the Lake County Recorder's Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

Order#67 – Agenda #43 (Cont'd)

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 if 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.
15. **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, organization, corporation, subcontractor or other legal entity that benefits from the funds paid to Consultant by this agreement.
16. **Miscellaneous Provisions.**
- A. This agreement and any documents attached hereto and incorporated by reference herein, represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
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.
18. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **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.

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

DAVID SAKS
6948 INDIANAPOLIS BLVD.
HAMMOND, IN 46324
(219) 844-4880

Order#67 – Agenda #43 (Cont'd)

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
RUDOLPH CLAY
GERRY J. SCHEUB

CONSULTANT:
DAVID SAKS
ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#68 – Agenda #44

In the Matter of L.C. Public Defender – Consulting contract Amendment to the Agreement entered into on December 15, 2004 with Robert L. Lewis for an additional \$10,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Clay, to approve the Consulting contract Amendment to the Agreement entered into on December 15, 2004 between the L.C. Public Defender, Conflicts Division and Robert L. Lewis for an additional \$10,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT AMENDEMNT

This is an amendment to the Agreement entered into between Robert L. Lewis and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on the 15th Day of December, 2004 for Conflicts Attorney Services for the Lake County Public Defender to be paid for out of the Lake County Public Defender's 2005 Budget.

The contract is amended as follows: This is for an additional Ten Thousand (\$10,000.00) Dollars.

Approved this 14th day of December 2005

Board of Commissioners
Of the County of Lake

Consultant
Robert L. Lewis

Rudolph Clay
Frances DuPey

Attest:
Peggy Katona, Lake County Auditor

Order#69 – Agenda #45

In the Matter of L.C. Public Defender – Consulting contract Amendment to the Agreement entered into on December 15, 2004 with James J. Krajewski for an additional \$10,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Clay, to approve the Consulting contract Amendment to the Agreement entered into on December 15, 2004 between the L.C. Public Defender, Conflicts Division and James J. Krajewski for an additional \$10,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT AMENDEMNT

This is an amendment to the Agreement entered into between James J. Krajewski and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on the 15th Day of December, 2004 for Conflicts Attorney Services for the Lake County Public Defender to be paid for out of the Lake County Public Defender's 2005 Budget.

The contract is amended as follows: This is for an additional Ten Thousand (\$10,000.00) Dollars.

Approved this 14th day of December 2005

Board of Commissioners
Of the County of Lake

Consultant
James J. Krajewski

Rudolph Clay
Frances DuPey

Attest:
Peggy Katona, Lake County Auditor

Order#70 – Agenda #42

In the Matter of L.C. Surveyor – Tri-Corp Wireless, Inc. – Nextel Communications, Inc. correction of term of contract.

DuPey made a motion, seconded by Scheub, to approve the L.C. Surveyor's Tri-Corp Wireless, Inc. – Nextel Communications, Inc. correction of term of contract, the expiration date should read March 24, 2006 instead of December 31, 2005. Motion passed 3-0.

Order#71 – Agenda #46A-D

In the Matter of L.C. Recorder – Consulting Contract with Donald J. Guernsey dba Onyx Electronics for the Year 2006 (Addendum A Equipment Repair and Warranty Services - \$3,500.00 per month; Addendum B Archival Scanning Services – Old Book Scanning .75 cents per page, Indexing .25 cents per instrument; Addendum C Data Software Development & Other Services not to exceed \$53,125.00 at the rate of \$125.00 per hour (maximum 425 hours); Addendum D CD Creation Services - \$6.00 each.

Clay made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Recorder and Donald J. Guernsey dba Onyx Electronics for the Year 2006 (Addendum A Equipment Repair and Warranty Services - \$3,500.00 per month; Addendum B Archival Scanning Services – Old Book Scanning .75 cents per page, Indexing .25 cents per instrument; Addendum C Data Software Development & Other Services not to exceed \$53,125.00 at the rate of \$125.00 per hour (maximum 425 hours); Addendum D CD Creation Services - \$6.00 each. Motion passed 2-1, Commissioner DuPey abstain.

CONSULTING CONTRACT

This Agreement, entered into this 14 day of December 2005 effective as of January 1, 2006 to December 31, 2006 by and between the DONALD GUERNSEY, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY RECORDER, (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this Contract.
2. **Scope of Services.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the county outlines in this Agreement and the three (3) attached Addenda (collectively referred to as "Consultant Services"):

COMPUTER CONSULTANT**A. Addendums includes:**

- i. Equipment Repair & Warranty Services: Addendum A
- ii. Archival Scanning Services: Addendum B
- iii. Data Software Development & Other Services: Addendum C
- iv. CD Creation Services: Addendum D

LAKE COUNTY RECORDER

- B. Consultant shall devote such hours as are necessary to perform the services listed above.
- C. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and or person represented and not to the Board of Commissioner.

- E. Consultant shall include the following detailed information on invoices:
- i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what work was done.
 - iii. Indicate the time period of the day during which the work was performed (i. e. 10:15 p., to 11:35 p.m.)
 - iv. Quantify this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expectations completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant in accordance with the schedule in the attached Addendum outlined in paragraph 2 above.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with our without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the Project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matter to be Disregarded.** The titles of the several sections, subsections, and paragraphs set fourth in this contract are inserted for convenience of reference only and shall be disregarded in the 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 not 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 part other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have 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 into 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 regard to its operations.
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits or, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provision 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 provision 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 provision of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

15. **Miscellaneous Provisions.**

- A. This agreement along with addendums A-D represent the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event, any portion or portions of this agreement are found to be void and voidable portions; these provisions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultant for violating any rules. These sums will be reimbursed by the Board of Commissioners of the County of Lake or any of it's elected or appointed official or employees.
- D. The Consultant shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Worker's Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
- F. The Consultant shall not charge the County of Lake for time spend traveling to and from meetings, etc.

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

Board of Commissioners
of the County of Lake
2293 N. Main Street
Crown Point, IN 46307

Recorder of Deeds
of the County of Lake
2293 N. Main Street
Crown Point, IN 6307

Onyx Electronics
2040 U.S. Hwy 30, Suite A2
Merrillville, IN 46410

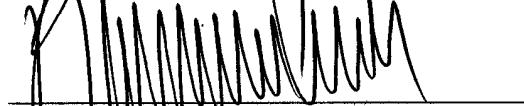
17. **Limitations of Liability.** The County hereby agrees that in no event shall Consultant be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by Consultant of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to our accurate information not supplied to Consultant by County or its agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of Consultant. In addition, Consultant will provide the County with a copy of its current errors and omissions policy.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordant with the Indiana Open Records Law, I. C. 5-15-5-6.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will now, at any time during or after the term of the agreement disclose any such confidential or proprietary information to nay person unless required by law or upon obtaining the prior written consent of Consultant.
- C. County recognizes and acknowledges that in the course of performing the services provided hereunder that Consultant will obtain certain information regarding property from the County, in addition the Consultant will perfect corrections to that data. Consultant is free to use that information and retains ownership of obtained information. Consultant will also make available to County the updated and corrected information.

BOARD OF COMMISSIONERS
OF THE LAKE COUNT OF LAKE
2293 N. MAIN STREET
CROWN POINT, IN 46307
219-755-3200

DONALD GUERNSEY, OWNER
ONYX ELECTRONICS
2040 U.S. HWY, 30, STE.
MERRILLVILLE, IN 46410
219-406-1974

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

IN THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

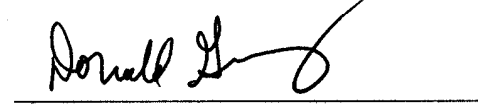


RUDOLPH CLAY

FRANCES DUPEY

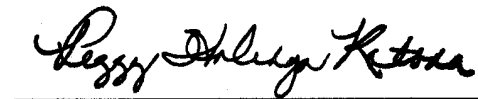
GERRY J. SCHEUB

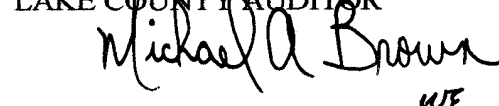
CONSULTANT



DONALD GUERNSEY

ATTEST:



PEGGY KATONA
LAKE COUNTY AUDITOR

MICHAEL A. BROWN
LAKE COUNTY RECORDER

Equipment Repair & Warranty Services
Addendum A

This addendum to the consulting contract dated the 1st day of January, 2006, Consultant and the Recorder, as defined in the Consulting Contract covers the services to be provided by Consultant to support and conduct the Equipment repair and warranty.

1. **Description of Services:**

- 1. From the enclosed inventory list, the Consultant will maintain and repair all equipment. Equipment will be warranted with the following exceptions: Act of God, deliberate misuse, printer drum kits, printer toner cartridges, and all other consumables.

2. **County Responsibilities:** The County's duties are listed as follows:

- 1. Notify Consultant of repairs needed.
- 2. Allow Consultant 30 days to perfect repair for non-emergency situations.


3. **Fees and Expenses:** In consideration for the service provided for by the Consultant pursuant to this Addendum subject to the terms and conditions of the Agreement, the Recorder agrees to pay the sum of Three Thousand, Five Hundred Dollars (\$3,500.00) per month.

THE BOARD OF COMMISSIONERS:



RUDOLPH CLAY

12/14/05

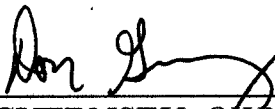


FRANCES DUPEY

GERRY SCHEUB

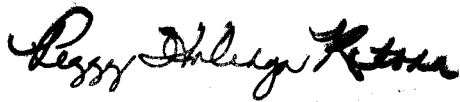
DATED: _____

DON GUERNSEY, DBA ONYX ELECTRONICS

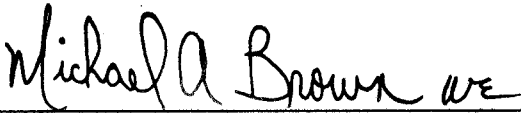


DON GUERNSEY, OWNER ONYX ELECTRONICS

ATTEST:



PEGGY KATONA, LAKE COUNTY AUDITOR



MICHAEL A. BROWN, LAKE COUNTY RECORDER

Archival Scanning Services
Addendum B

This addendum to the consulting contract dated the 1st day of January, 2005, Consultant and the Recorder as defined in the Consulting Contract, covers the services to be provided by Consultant to support and carry out the Recorder's Archival Scanning Program.

1. **Description of Services:** The services provided by the Consultant are as follows:
 - a. Consultant is hereby designated as the agent acting on behalf of the Recorder to Scan the old books, microfilm, plats, etc., to be placed on the Recorder DIMS system.
 - i. The first step will be to obtain the data (microfilm, books, plats, etc.) to be scanned.
 - ii. The next step is to clean/prepare the books, microfilm, books, plats, so that they can be scanned.
 - iii. A first CD (CD-1) will be created with the entire "raw" data.
 - iv. From the entire book, individual instrument will be parased out and saved as instrument numbers of the form 19XX-012345. This is called "Ripping".
 - v. CD's (CD-2) with the individual instruments will then be created.
 - vi. Information from both of the CD's (CD-1 & CD-2) will then be transferred to the RAID storage facility located in the Recorder's Office, Lake County, Indiana.
 - vii. Indexing data to retrieve will then be entered into the Recorder's DIMS so that a lookup by name or book and page can be performed.

2. **Description of County Responsibilities:**
 - a. Provide all information needed.
 - b. Publish and Post all notices, including notices from Consultant and as required by Statute.
 - c. Provide accurate and timely information.

- d. Quality check to make sure instruments are tied to the DIMS system.

3. **Fees and Expenses:**

In consideration for the services provided by Consultant pursuant to this Addendum and subject to the terms and conditions of the Agreement, the Recorder (County) agree to pay Onyx Electronics the following:

Old Book Scanning:

1. \$ 0.75 cents per page.

Indexing:

1. \$ 0.25 cents per instrument.

Payment Schedule: The County shall pay Consultant on a Bi-Monthly basis upon submission and acceptance of itemized claims.

Termination: In the event this Addendum is terminated by County in accordance with paragraph 6 of the Consulting Contract, Consultant shall be entitled to go forward to sale with all properties upon which a title search has been contracted for or a search begun by Consultant and collect all fees due thereon.

Ownership: All data developed and/or collected by Consultant shall remain the property of Consultant. Software written by Consultant will be owned by the County; however, Consultant retains the right of ownership of modified copies.

Disclosure of Information:

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.


County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not disclose such confidential information unless required by law or upon obtaining the prior written consent of Consultant. This addendum is effective January 1, 2006.

THE BOARD OF COMMISSIONERS



RUDOLPH CLAY

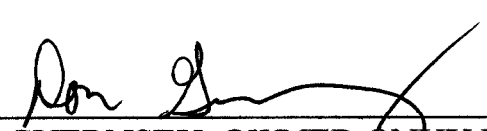
FRANCES DUPEY



GERRY SCHEUB

DATED: 12/14/05

DON GUERNSEY, DBA ONYX ELECTRONICS

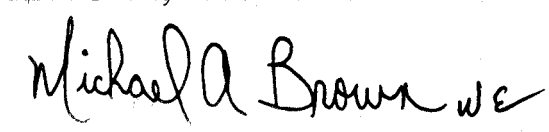


DON GUERNSEY, OWNER ONYX ELETRONICS

ATTEST:



PEGGY KATONA, LAKE COUNTY AUDITOR



MICHAEL A. BROWN, LAKE COUNTY RECORDER

DATA SOFTWARE DEVELOPMENT & OTHER SERVICES
Addendum C

Consultant will develop, maintain and continue to modify the Recorder's DIMS system. The responsibility is to make sure that the system works correctly at all times. The rate for this service is \$125.00 per hour @ a maximum of 425 hours for one years not to exceed \$53,125.00.

In the course of dong software development. It is sometimes necessary to have meetings with Commissioners and other third parties. The other services part of this addendum covers all local meeting with Commissioners, other Elected Official, and third party personnel as related to the Recorder's Office or the Commissioners' information related the Recorder's Computer system.

THE BOARD OF COMMISSIONERS



RUDOLPH CLAY, PRESIDENT

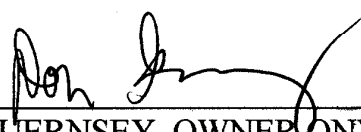
GERRY SCHEUB



FRANCES DUPEY

DATED: 12/14/05

DON GUERNSEY, DBA ONYX ELECTRONICS



DON GUERNSEY, OWNER ONYX ELECTRONICS

ATTEST:

Peggy Shelby Katona

PEGGY KATONA, LAKE COUNTY AUDITOR

Michael A Brown

MICHAEL A. BROWN, LAKE COUNTY RECORDER

CD CREATION SERVICES

Addendum D

The rates for CD creation are as follows:

The CD prices are for single run projects (the same information every CD). The price includes, CD, Jewel Box Label (Printed or Stick on), Delivery and verification. For CD's \$6 each.

THE BOARD OF COMMISSIONERS:

[Signature]
RUDOLPH CLAY

[Signature]
FRANCES DUPEY

GERRY SCHEUB

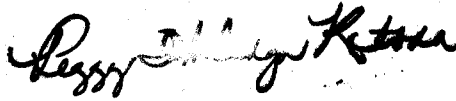
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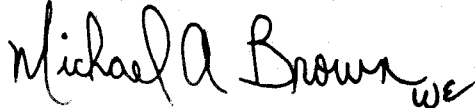
DON GUERNSEY, DBA ONYX ELECTRONICS

[Signature]
DON GUERNSEY, OWNER ONYX ELECTRONICS

ATTEST:



PEGGY KATONA, LAKE COUNTY AUDITOR



MICHAEL A. BROWN, LAKE COUNTY RECORDER

Order#72 – Agenda #47

In the Matter of L.C. Recorder – Request from the Lake County Recorder for permission to donate obsolete computer equipment to Christian Valley Missionary Baptist Church and Christ Baptist Christian Academy Preschool.

Clay made a motion, seconded by Scheub, to approve the L.C. Recorder's request for permission to donate obsolete computer equipment to Christian Valley Missionary Baptist Church and Christ Baptist Christian Academy Preschool. Motion passed 2-1, Commissioner DuPey abstain.

Order#73 – Agenda #48

In the Matter of L.C. Recorder – Service Agreement with Records Storage Center, Inc. for the Year 2006.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and Records Storage Center, Inc. for the Year 2006. Motion passed 3-0.

Order#74 – Agenda #49

In the Matter of L.C. Recorder – Service Agreement with MTM Incorporated for the Year 2006.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Recorder and MTM, Incorporated for the Year 2006.

Order#75 – Agenda #50

In the Matter of Proposals for One (1) New, Unused All Wheel Drive Utility Machine for L.C. Public Works.

This being the day, time and place for the receiving of proposals for One (1) New, Unused All Wheel Drive Utility Machine for L.C. Public Works, the following Proposals were received:

Bobcat of Fort Wayne	\$34,639.12
Bobcat of Valparaiso	\$32,585.54

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

Order#76 – Agenda #51

In the Matter of L.C. Public Works – Addendum to Service Contract with Noble Communications.

DuPey made a motion, seconded by Clay, to approve the Addendum to Service Contract between the L.C. Public Works and Noble Communications. Motion passed 3-0.

Order#77 – Agenda #52

In the Matter of L.C. Community Corrections – Contract with Noble Communications.

DuPey made a motion, seconded by Clay, to approve the Contract between L.C. Community Corrections and Noble Communications. Motion passed 3-0.

Order#78 – Agenda #53

In the Matter of Bids for IBM Compatible Personal Computers for the Year 2006 for L.C. Data Processing.

November 16, 2005 being the day, time and place for the receiving of Bids for IBM Compatible Personal Computers for the Year 2006 for L.C. Data Processing, the following bid was opened but inadvertently not read:

Gateway \$14,155.90

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

Order#79 – Agenda #54

In the Matter of L.C. Data Processing – Professional Services Agreement with Manatron, Inc. for Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00.

Scheub made a motion, seconded by Clay, to defer the Professional Services Agreement between the L.C. Data Processing and Manatron, Inc. for the Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00. Motion passed 2-0, Commissioner DuPey absent.

Order#80 – Agenda #55

In the Matter of L.C. Data Processing – Software Support Agreement with Maximus, Inc. for the Adult Justice System of Lake County, Indiana for the Year 2006 in the amount of \$223,167.00 at the rate of \$55,791.75 per quarter.

Clay made a motion, seconded by Scheub, to approve the Software Support Agreement between the L.C. Data Processing and Maximus, Inc. for the Adult Justice System of Lake County, Indiana for the Year 2006 in the amount of \$223,167.00 at the rate of \$55,791.75 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#81 – Agenda #56

In the Matter of L.C. Data Processing – Maintenance Agreement with Eaton Power Quality Corporation for serial number 9244685 on two sealed batteries in the amount of \$9,260.00 at the rate of \$2,315.00 per quarter.

Clay made a motion, seconded by Scheub, to approve the Maintenance Agreement between the L.C. Data Processing and Eaton Power Quality Corporation for serial number 9244685 on two sealed batteries in the amount of \$9,260.00 at the rate of \$2,315.00 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#82 – Agenda #54

In the Matter of L.C. Data Processing – Professional Services Agreement with Manatron, Inc. for Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00.

Scheub made a motion, seconded by Clay, to reject the Professional Services Agreement between the L.C. Data Processing and Manatron, Inc. for the Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00 and to approve the seeking of proposals for the L.C. Data Processing for the Scanning of the Lake County Auditor's Property Record Cards and ordered same to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 2-0, Commissioner DuPey absent.

Order#83 – Agenda #50

In the Matter of Proposals: L.C. Public Works - One (1) New, Unused All Wheel Drive Utility Machine.

Scheub made a motion, seconded by Clay, to accept the recommendation of the L.C. Public Works Director to approve Bobcat of Valparaiso with \$32,585.54 for the One (1) New, Unused All Wheel Drive Utility Machine. Motion passed 2-0, Commissioner DuPey absent.

Order#84 – Agenda #57

In the Matter of Contract for L.C. Building Manager – Janitorial Cleaning Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Cal-Region Supply, 475 E. 151st Street, East Chicago, IN 46312 for Janitorial Cleaning Supplies for the Year 2006 upon a motion by Clay, seconded by Scheub, with the recommendation of the L.C. Building Manager. Motion passed 2-0, Commissioner DuPey absent.

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

CAL-REGION SUPPLY W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for JANITORIAL CLEANING SUPPLY FOR THE YEAR 2006 FOR THE LAKE CO. BUILDING MANAGER FOR \$13,895.70 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: December 14, 2005

RUDOLPH CLAY

CAL-REGION SUPPLY

Order#84 – Agenda #57 (Cont'd)

GERRY SCHEUB

Letter of Recommendation:

Lake County Board of Commissioners
Hon. Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

Re: Janitorial Cleaning Products for 2006

Dear Commissioners:

This letter is to inform you that I reviewed the Specification Sheet Attached –A of Cal-Region Supply's bid for Janitorial Cleaning Products for 2006. The submitted bid is \$13,898.00. However, after verifying the bid calculation, I found that the correct amount is \$13,895.70.

Being the only bid received for Janitorial Cleaning Products for 2006, I recommend approval of the bid.

Respectfully,
Dan Ombac

Order#85 – Agenda #58

In the Matter of Contract for L.C. Building Manager – Lighting Supplies for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to North Coast Lighting, LLC, 5500 E. 81st Ave., Merrillville, IN 46410 for Lighting Supplies for the Year 2006 upon a motion by Clay, seconded by Scheub, with the recommendation of the L.C. Building Manager. Motion passed 2-0, Commissioner DuPey absent.

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

NORTH COAST LIGHTING, LLC W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LIGHTING SUPPLIES FOR THE YEAR 2006 FOR THE LAKE CO. BUILDING MANAGER FOR \$10,732.17 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

RUDOLPH CLAY NORHT COAST LIGHTING, LLC
GERRY SCHEUB

Letter of Recommendation:

Lake County Board of Commissioners
Hon. Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

Re: Lighting Supplies for 2006

Dear Commissioners:

This letter is to inform you that I reviewed the bid submitted by Genesis Electrical Supply, Inc. and North Coast Lighting, LLC, for Lighting Supplies for 2006. The bid tabulation is shown below.

NAME OF BIDDER	ADJUSTED BID AMOUNT
<u>Genesis Electrical Supply, Inc.</u> The submitted bid price is \$12,309.54. However, I adjusted the bid price To exclude Item No. 14 because the bulb wattage in this item was not Clearly specified in the bid specification.	\$11,964.54
<u>North Coast Lighting, LLC</u> The submitted bid price is \$10,942.17. However, I adjusted the Bid price to exclude Item No. 14 because the bulb wattage in this item Was not clearly specified in the bid specification.	\$10,732.17
	Bid Difference \$1,232.37

I Respectfully recommend that you approve the lower bid.

Respectfully,
Dan Ombac

Order#86 – Agenda#59

In the Matter of Contract for L.C. Building Manager – Paper Products for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Cal-Region Supply, 475 E. 151st Street, East Chicago, IN 46312 for Paper Products for the Year 2006 upon a motion by Clay, seconded by Scheub, with the recommendation of the L.C. Building Manager. Motion passed 2-0, Commissioner DuPey absent.

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

CAL-REGION SUPPLY W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PAPER PRODUCTS FOR THE YEAR 2006 FOR THE LAKE CO. BUILDING MANAGER FOR \$23,094.40 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

RUDOLPH CLAY CAL-REGION SUPPLY
GERRY SCHEUB

Letter of Recommendation:

Lake County Board of Commissioners
Hon. Gerry Scheub, President
2293 North Main Street
Crown Point, IN 46307

Re: Bid for Paper Products for 2006

Dear Commissioners:

This letter is to inform you that I reviewed the Specification Sheet Attached –A of Cal-Region Supply's bid for Paper Products for 2006. The submitted bid is for \$23,094.40.

Being the only bid received for Paper Products for 2006, I recommend approval of the bid.

Respectfully,
Dan Ombac

Order#87 – Agenda #60

In the Matter of Proposals for Waste Removal at the Lake County Government Center for the Year 2006.

Scheub made a motion, seconded by Clay, to defer the Proposals for Waste Removal at the Lake County Government Center for the Year 2006. Motion passed 2-0, Commissioner DuPey absent.

Order#88 – Agenda #61

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Interstate Alarm for the Lake County Government Center, Buildings A, B, and C and the Lake County Juvenile Center in the amount of \$1,010.00, Westwind Manor in the amount of \$290.00 and the Paramore Building in the amount of \$290.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between the L.C. Building Manager and Interstate Alarm for the Lake County Government Center, Buildings A, B, and C and the Lake County Juvenile Center in the amount of \$1,010.00, Westwind Manor in the amount of \$290.00 and the Paramore Building in the amount of \$290.00. Motion passed 2-0, Commissioner DuPey absent.

Order#89 – Agenda #62

In the Matter of L.C. Building Manager - Service Agreements for the Year 2006 with ABC Burglar & Fire Alarm Corp. for the Lake County Government Center, Buildings A & B in the amount of \$10,740.00, Westwind Manor in the amount of \$2,028.00 and the Paramore Building in the amount of \$1,788.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreements for the Year 2006 between the L.C. Building Manager and ABC Burglar & Fire Alarm Corp. for the Lake County Government Center, Buildings A & B in the amount of \$10,740.00, Westwind Manor in the amount of \$2,028.00 and the Paramore Building in the amount of \$1,788.00. Motion passed 2-0, Commissioner DuPey absent.

Order#90 – Agenda #63

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Largura, Inc. for the Lake County Government Center, Lake County Juvenile Center, Lake County Animal Control, Police Garage and 93rd Avenue sewer line in the amount of \$13,2000.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between L.C. Building Manager and Largura, Inc. for the Lake County Government Center, Lake County Juvenile Center, Lake County Animal Control, Police Garage and 93rd Avenue sewer line in the amount of \$13,2000.00. Motion passed 2-0, Commissioner DuPey absent.

Order#91 – Agenda #64

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Long Elevator Co. for the Lake County Government Center in the amount of \$32,592.00, Westwind Manor in the amount of \$12,000.00 and the Paramore Building in the amount of \$3,420.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between the L.C. Building Manager and Long Elevator Co. for the Lake County Government Center in the amount of \$32,592.00, Westwind Manor in the amount of \$12,000.00 and the Paramore Building in the amount of \$3,420.00. Motion passed 2-0, Commissioner DuPey absent.

Order#92 – Agenda #65

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Action Fire Equipment, Inc. for Cafeteria Kitchen Fire Suppression System in the amount of \$276.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between the L.C. Building Manager and Action Fire Equipment, Inc. for Cafeteria Kitchen Fire Suppression System in the amount of \$276.00. Motion passed 2-0, Commissioner DuPey absent.

Order#93 – Agenda #66

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Ace Exterminating Co. for the Lake County Government Center, Buildings A & B in the amount of \$2,760.00 and the Lake County Juvenile Center in the amount of \$2,400.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between the L.C. Building Manager and Ace Exterminating Co. for the Lake County Government Center, Buildings A & B in the amount of \$2,760.00 and the Lake County Juvenile Center in the amount of \$2,400.00. Motion passed 2-0, Commissioner DuPey absent.

Order#94 – Agenda#67

In the Matter of L.C. Building Manager – Service Agreement for the Year 2006 with Mechanical Concepts, Inc. for the Lake County Animal Shelter in the amount of \$2,060.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement for the Year 2006 between the L.C. Building Manager and Mechanical Concepts, Inc. for the Lake County Animal Shelter in the amount of \$2,060.00. Motion passed 2-0, Commissioner DuPey absent.

Order#95 – Agenda#68A

In the Matter of L.C. Building Manager – Request for property disposal for Board of Commissioners.

Clay made a motion, seconded by Scheub, to approve the L.C. Building Manager’s Request for property disposal for Board of Commissioners. Motion passed 2-0, Commissioner DuPey absent.

Order#96 – Agenda#69

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond for Hawk’s Lair Subdivision in the form of a Performance Bond No. 2005-ILC-586 in the amount of \$3,405.00.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission’s Release and Resolution for the Performance Bond for Hawk’s Lair Subdivision in the form of a Performance Bond No. 2005-ILC-586 in the amount of \$3,405.00. Motion passed 2-0, Commissioner DuPey absent.

RELEASE

WHEREAS, FRANK M. HAWKS, principal has on the 12th day of October 2005 filed a Performance Bond in the form of an Irrevocable Letter of Credit No. 2005-ILC-586 through Bank Calumet in the amount of Three Thousand Four Hundred Five and 00/100 Dollars (\$3,405.00) for required Improvements in HAWK’S LAIR.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Irrevocable Letter of Credit No. 2005-ILC-586 through Bank Calumet in the amount of Three Thousand Four Hundred Five and 00/100 Dollars (\$3,405.00) effective this date.

DATED 14th DAY OF DECEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – HAWK’S LAIR SUBDIVISION

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements in HARVEST LAIR SUBDIVISION.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

Order#96 – Agenda#69 (Cont'd)

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

Order#97 – Agenda #70

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit No. 2005-ILC-593 in the amount of \$1,120.00 for improvements in Mejan Estates Subdivision.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit No. 2005-ILC-593 in the amount of \$1,120.00 for improvements in Mejan Estates Subdivision. Motion passed 2-0, Commissioner DuPey absent.

Date: December 21, 2005
SUBDIVISION: Mejan Estates
BONDING COMPANY: Bank Calumet
PETITIONER: Brett and Lori Mejan

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

TOTAL: \$1,120.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 14th day of December, 2005.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#98 – Agenda #71

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Treasurer's Check #184160 in the amount of \$2,750.00 for improvements in Tishomingo Dreaming Subdivision.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of a Treasurer's Check #184160 in the amount of \$2,750.00 for improvements in Tishomingo Dreaming Subdivision. Motion passed 2-0, Commissioner DuPey absent.

Date: December 14, 2005
SUBDIVISION: Tishomingo Dreaming Subdivision
BONDING COMPANY: Treasurer's Check
PETITIONER: Timothy and Regina Mayerhofer

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

TOTAL: \$2,750.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 14th day of December, 2005.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
RUDOLPH CLAY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#99 – Agenda #72

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Official Bank Check #252594 in the amount of \$4,990.00 for improvements in Glen-N-Acres Subdivision.

Clay made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of a Official Bank Check #252594 in the amount of \$4,990.00 for improvements in Glen-N-Acres Subdivision. Motion passed 2-0, Commissioner DuPey absent.

Date: December 6, 2005
SUBDIVISION: Glen –N-Acres Subdivision
BONDING COMPANY: Official Bank Check –Centier Bank
PETITIONER: Glen & Nancy Halsey, 2691 E. 129th Ave., Crown Point, IN 46307

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

Order#99 – Agenda #72 (Cont'd)

TOTAL: \$4,990.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 14th day of December, 2005.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 GERRY SCHEUB, PRESIDENT
 RUDOLPH CLAY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#100 – Agenda #73

In the Matter of Property Tax Assessment Board of Appeals/Lake County Assessor – Consulting Contract with Gus John Galanos for Attorney Services for the Year 2006 in an amount not to exceed \$24,750.00 at the rate of \$90.00 per hour.

Scheub made a motion, seconded by Clay, to approve the Consulting Contract between the Property Tax Assessment Board of Appeals/Lake County Assessor and Gus John Galanos for Attorney Services for the Year 2006 in an amount not to exceed \$24,750.00 at the rate of \$90.00 per hour. Motion passed 2-0, Commissioner DuPey absent.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between GUS JOHN GALANOS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY ASSESSOR AND THE LAKE COUNTY PROPERTY TAX ASSESSMENT BOARD OF APPEALS (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 services:

CONTRTACT ATTORNEY

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

LAKE COUNTY PROPERTY TAX ASSESSMENT BOARD OF APPEALS

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- E. Consultant shall include the following detailed information on invoices:
 - VII. Indicate date of service.
 - VIII. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty-Four Thousand Seven Hundred Fifty Dollars (\$24,750.00) for all services required herein at the rate of \$90.00 per hour to be paid quarterly at the end of each quarter, which shall include reimbursement for expenses incurred except that he County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

Order#100 – Agenda #73 (Cont'd)

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.
15. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
16. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed official or employees.
 - D. The Consultant shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
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.
18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
 - a. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - b. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation or any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - c. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
19. **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.

Order#100 – Agenda #73 (Cont'd)

- 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.

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

GUS JOHN GALANOS
3893 EAST U.S. HIGHWAY 30
MERRILLVILLE, IN 46410
(219) 945-5200
(219)942-7101 FAX

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT
GUS JOHN GALANOS

GERRY J. SCHEUB
RUDOLPH CLAY

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#101 – Agenda #74

In the Matter of L.C. Assessor – Consulting contract with Terrence Bronowski for the Year 2006 in an amount not to exceed \$14,520.00 at the rate of \$40.00 per hour.

Clay made a motion, seconded by Scheub, to approve Consulting contract between the L.C. Assessor and Terrence Bronowski for the Year 2006 in an amount not to exceed \$14,520.00 at the rate of \$40.00 per hour. Motion passed 2-0, Commissioner DuPey absent.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between TERRENCE BRONOWSKI, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY") on behalf of the LAKE COUNTY ASSESSOR

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 services:
 - A. Consultant shall review and analyze files, financial data and documentation, pertaining to applications for property tax exemption that have been delivered to the Lake County Property Tax Assessment Board of Appeals. To summarize and present financial data/analysis to the Lake County Property Board of Appeals so that an informed decision can be made regarding tax exempt status and provide accounting work that is necessary to be conducted on behalf of the Lake County Property Tax Assessment Board of Appeals.
 - B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities in detail to include with whom consultant met and what work was done.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - IV. Quantify this by tenths of hours (.10 = 6 minutes).
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 Fourteen Thousand Five Hundred Twenty Dollars (\$14,500.00) for all services required herein to be paid quarterly at the end of each quarter, which shall include reimbursement for expenses incurred except that he County shall pay for any litigation expenses. 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 \$40.00 per hour until the amount listed above is exhausted.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving 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 Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

Order#101 – Agenda #74 (Cont'd)

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.
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

TERRENCE BRONOWSKI
8000 UTAH STREET
MERRILLVILLE, IN 46410
(219) 942-4895

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT
TERRENCE BRONOWSKI

GERRY J. SCHEUB
RUDOLPH CLAY

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#102 – Agenda #75

In the Matter of Center Township Assessor – Maintenance Agreement with Appraisal Research Corporation for the Year 2006 in an amount not to exceed \$499.00.

Clay made a motion, seconded by Scheub, to approve the Maintenance Agreement between the L.C. Center Township Assessor and Appraisal Research Corporation for the Year 2006 in an amount not to exceed \$499.00. Motion passed 2-0, Commissioner DuPey absent.

Order#103 – Agenda #76

In the Matter of Center Township Assessor – Service Agreement with Nana Heilig for Office Cleaning Services for the year 2006 in an amount not to exceed \$1,560.00 at the rate of \$30.00 per week.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the Center Township Assessor and Nana Heilig for Office Cleaning Services for the year 2006 in an amount not to exceed \$1,560.00 at the rate of \$30.00 per week. Motion passed 2-0, Commissioner DuPey absent.

Order#104 – Agenda #77

In the Matter of Center Township Assessor – Service Agreement with Chester Technologies for printer maintenance for the year 2006 in the amount of \$275.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the Center Township Assessor and Chester Technologies for printer maintenance for the year 2006 in the amount of \$275.00. Motion passed 2-0, Commissioner DuPey absent.

Order#105 – Agenda #78

In the Matter of St. John Township Assessor – Service Agreement with Waste Management for the year 2006 in the amount of \$672.00.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the St. John Township Assessor and Waste Management for the year 2006 in the amount of \$672.00. Motion passed 2-0, Commissioner DuPey absent.

Order#106 – Agenda #79

In the Matter of L.C. Auditor – Consulting Contract with Government Fixed Asset Services, Inc. for assistance in the reporting requirements of GASB Statement No. 34 in the amount of \$9,000.00, plus expenses, including local commuting.

Clay made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Auditor and Government Fixed Asset Services, Inc. for assistance in the reporting requirements of GASB Statement No. 34 in the amount of \$9,000.00, plus expenses, including local commuting. Motion passed 2-0, Commissioner DuPey absent.

Government Fixed Asset Services, Inc.

10701 South Washtenaw Avenue
Chicago, Illinois 60655-1728
773 298 0289
Fax 773 298 0292
nielson@fixedassetservices.com

September 6, 2005

Lake County Board of Commissioners
Mr. Rudolph Clay, President
c/o Mr. Michael Wieser
Director of Finance
Lake County
Lake County Government Center
2293 North Main Street
Crown Point, Indiana 46307

Gentlemen:

This letter is meant to propose providing assistance as Lake County prepares its financial reporting relating to capital assets including general infrastructure for fiscal year end 12-31-04.

The assistance to be provided will be in light of the prospective reporting requirements of GASB Statement No. 34 and will follow the assistance we provided to the County with its retroactive reporting of capital assets and general infrastructure and its initial implementation and transition to GASB Statement No. 34.

Our role in the County's process of prospectively meeting the accounting and reporting standards related to capital assets as delineated in GASB Statement No. 34 will assist by providing review activities and include:

- Providing further review if need be of the requirements of GASB Statement No. 34 relating to capital assets including general infrastructure
- Reviewing the necessary policy requirements related to capital assets per GASB Statement No. 34 i.e., capitalization, lifing, and depreciation and potentially enhancing the existing Lake County Capital Asset Policy
- Reviewing note disclosures per GASB Statement No. 34 e.g., major asset classes, asset additions, asset dispositions, etc.
- Providing input as to the reporting of capital asset additions
- Providing input as to the reporting of capital asset retirements

...helping governments account for fixed assets

Government Fixed Asset Services, Inc.

- Assisting preparation of the construction-in-progress account for the fiscal year ending 12-31-04 relating to buildings and general infrastructure
- Discussing the subsequent depreciation calculations as to annual, accumulated, and net book value amounts
- Discussing the prospective reporting of capital assets with the County's independent auditors

Our fee for this service and consulting will be \$9,000, plus expenses, including local commuting. As in the past, invoices will be submitted during the course of our activities. Please review the limiting conditions included with this letter.

We thank you for the confidence expressed with your request of this letter. We look forward to working with you and staff and to serving Lake County.

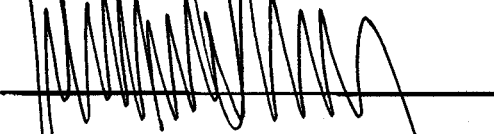
Very truly yours,

Government Fixed Asset Services, Inc.



Michael M. Nielsen
Director

Engagement Authorization



Gregory Schaub / 23

Name

Title

Date

12/14/05

Government Fixed Asset Services, Inc.

Limiting Conditions – Government Fixed Asset Services, Inc.

Our services do not constitute an appraisal, opinion, or attestation. Our services do seek to provide assistance to you in your reporting of capital assets for financial reporting purposes.

This service includes a role as a facilitator in the process of establishing and/or maintaining necessary information. The purpose of the service is to assist your government's implementation of applicable capital asset reporting requirements for financial reporting purposes.

We are not responsible for any non-performance on the part of your government as this implementation will be your ultimate responsibility. This work and the inherent management decisions made and information prepared is subject to the concurrence and approval of your independent auditors.

GASB Statement No. 34 capital asset implementation is subject to the approval/concurrence of your government's independent auditors.

No opinion regarding technical matters including, but not limited to, accounting, appraisal, insurance, engineering, or regulatory issues is offered with this service. Clients are advised to seek the advice, if need be, of competent specialized professionals with regard to these matters.

The actual report of your capital assets for financial reporting purposes will be prepared by you and staff within your government. Our assistance is that of direction, facilitation, and enhanced communication.

Information provided by you is presumed reliable, reasonably accurate, and complete. We will not undertake an audit or other verification of the information and will not attest to its accuracy or completeness. We assume no responsibility for errors and omissions.

When our work is complete, our work papers and files developed during the course of this service will be retained for a period of three years. Regarding the inventory, aging, costing, lifing, and other steps conducted by you and staff at your government, the resulting work papers will be retained by you.

Order#107 – Agenda #80

In the Matter of L.C. Community Economic Development Department – Maintenance Agreement with Xerox Corporation for the Year 2006 in the amount of \$1,278.00.

Clay made a motion, seconded by Scheub, to approve the Maintenance Agreement between the L.C. Community Economic Development Department and Xerox Corporation for the Year 2006 in the amount of \$1,278.00. Motion passed 2-0, Commissioner DuPey absent.

Order#108 - Agenda #81

In the Matter of L.C. Prosecutor – Service Agreement with Cenifax Network Solutions for the Year 2006 in the amount of \$4,800.00 at the rate of \$400.00 per month.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Prosecutor and Cenifax Network Solutions for the Year 2006 in the amount of \$4,800.00 at the rate of \$400.00 per month. Motion passed 2-0, Commissioner DuPey absent.

Order#109 – Agenda #82

In the Matter of L.C. Prosecutor – Service Agreement with Noble Communications for the Year 2006 in the amount of \$249.96 at the rate of \$69.99 per quarter.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the L.C. Prosecutor and Noble Communications for the Year 2006 in the amount of \$249.96 at the rate of \$69.99 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#110 – Agenda #83

In the Matter of L.C. Prosecutor – Rental Agreement with Porter's Apparels, Inc. for the year 2006 in the amount of \$920.40 at the rate of \$17.70 per week.

Clay made a motion, seconded by Scheub, to approve the Rental Agreement between the L.C. Prosecutor and Porter's Apparels, Inc. for the year 2006 in the amount of \$920.40 at the rate of \$17.70 per week. Motion passed 2-0, Commissioner DuPey absent.

Order#111 – Agenda #84

In the Matter of Superior Court County Division Room 3 – Service Agreement with Word Systems, Inc. for the year 2006 in the amount of \$925.00 at the rate of \$231.25 per quarter.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the Superior Court County Division Room 3 and Word Systems, Inc. for the year 2006 in the amount of \$925.00 at the rate of \$231.25 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#112 – Agenda #85

In the Matter of Superior Court County Division Room 4 – Service Agreement with Word Systems, Inc. for the year 2006 in the amount of \$675.00 at the rate of \$168.75 per quarter.

Clay made a motion, seconded by Scheub, to approve the Service Agreement between the Superior Court County Division Room 4 and Word Systems, Inc. for the year 2006 in the amount of \$675.00 at the rate of \$168.75 per quarter. Motion passed 2-0, Commissioner DuPey absent.

Order#113 – Agenda #86A-D

In the Matter of L.C. Treasurer – Service Agreements with ABC Burglar & Fire Alarm Corp. for the year 2006 for the Treasurer in Crown Point \$660.00 at the rate of \$55.00 per month, East Chicago \$660.00 at the rate of \$55.00 per month, Gary \$660.00 at the rate of \$55.00 per month, and Hammond \$660.00 at the rate of \$55.00 per month.

Clay made a motion, seconded by Scheub, to approve the Service Agreements between the L.C. Treasurer and ABC Burglar & Fire Alarm Corp. for the year 2006 for the Treasurer in Crown Point \$660.00 at the rate of \$55.00 per month, East Chicago \$660.00 at the rate of \$55.00 per month, Gary \$660.00 at the rate of \$55.00 per month, and Hammond \$660.00 at the rate of \$55.00 per month. Motion passed 2-0, Commissioner DuPey absent.

Order#114 – Agenda #87

In the Matter of L.C. Treasurer – Consulting Contract for Personal Property Tax Collection with Ronald Ostojic for the Year 2006.

Clay made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection between the L.C. Treasurer and Ronald Ostojic for the Year 2006. Motion passed 2-0, Commissioner DuPey absent.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between RONALD OSTOJIC, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (hereinafter called the "COUNTY").

Order#114 – Agenda #87 (Cont'd)

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 services for the County, specifically the Consultant shall:
 - A. Consultant shall be assigned by the Lake county Treasurer 33 1/3% of the Personal Property Tax Collection Cases.
 - B. Consultant shall report directly to the Lake County Treasurer for all instructions if necessary to carry out its responsibilities.
 - C. The Board of commissioners of the County of Lake and the Office of the Lake County Attorney are not involved in the collection process and will not provide legal advice or be responsible in any manner for this project.
 - D. Commit sufficient time to collection project to ensure its success.
 - E. Collect the delinquent monies through an organized procedure to include filing lawsuits to collect if necessary.
 - F. The vendor(s) selected will initiate and complete the collection process to collect the personal property taxes from the persons who are liable for these taxes in accordance with I.C. 6-1.1-22-10 and I.C. 6-1.1-2-4. The collection process must be implemented as follows:
 - a. The federal Fair Debt Collection Act must be followed if applicable
 - b. Suits must be filed against persons liable for the taxes to obtain personal judgments if necessary.
 - c. Comprehensive collection efforts must be undertaken to collect the taxes both pre and post judgment.
 - G. The lawsuits can be filed in any court of competent jurisdiction in Lake County, Indiana. The vendor or vendor(s) selected will be responsible for selecting the proper forum.
 - H. In accordance with I.C. 33-19-3-1 (a) filing fees are not payable upon the filing of the case. However, the Court shall assess filing fees and costs in accordance with I.C. 33-19-3-1 (b) against the defendant(s) if the County is successful.
 - I. All payments by defendants on lawsuits filed with the Court(s) shall be made to the Clerk of the Court to the County of Lake and its Treasurer for deposits as payments are made. Payments will be applied as follows:
 - a. First to the payment of Court costs until these are paid in full.
 - b. The remaining funds will be split between personal property taxes and penalties owed to the County of Lake and the vendor's fees on a pro rata basis in accordance with the judgment rendered.
 - J. To obtain its fees the vendor(s) will have to file a claim form with the County of Lake. These vendor(s) will be paid out of the monies received from the Clerk.
 - K. If monies are paid on accounts prior to filing suit, these funds will be paid directly to the Lake county Treasurer who will collect no only taxes, fines and penalties but any vendor's fees. The Treasurer will deposit these funds into separate accounts for taxes, interest, penalties and vendor's fees on a pro rata basis. The vendor(s) will then file a claim with the County of Lake for fees which should be paid from the funds established.

The fees for each collection account will be regulated in accordance with the following:

 1. A person who is liable for property taxes under I.C. 6-1.1-2-4 is personally liable for the taxes and all reasonable vendor(s) fees and court costs, resulting from late payment of the taxes. (I.C. 6-1.1-22-10(a)).
 2. With respect to the collection of delinquent personal property taxes, the county treasurer shall charge the following collection expenses to each delinquent taxpayer.
 - i. Reasonable vendor's fees or court costs incurred:
 1. in the collection process,
 2. due to a court order,
 3. due to an order of the treasurer, under I.C. 6-1.1-23-10.
 3. The vendor(s) fees to be received must be reasonable and will be established by the Court as part of the judicial proceedings or by the Treasurer in accordance with I.C. 6-1.1-23-40, but shall not exceed the following:
 - i. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court.
 - ii. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
 - L. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
 - M. Consultant reports directly to the Board, Official and/or person represented.
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:
 - A. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court
 - B. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving 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 Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **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.
9. **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

Order#114 – Agenda #87 (Cont'd)

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.

10. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Information Availability.**
- G. 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.
 - H. 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.
16. **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

RONALD OSTOJIC
6165 CENTRAL AVENUE
PORTAGE, IN 46368
(888) 764-0042

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT
RONALD OSTOJIC

GERRY J. SCHEUB
RUDOLPH CLAY

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#115 – Agenda #88

In the Matter of L.C. Treasurer – Consulting Contract for Personal Property Tax Collection with John Stanish for the Year 2006.

Clay made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection between the L.C. Treasurer and John Stanish for the Year 2006. Motion passed 2-0, Commissioner DuPey absent.

CONSULTING CONTRACT

Order#115 – Agenda #88 (Cont'd)

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between JOHN STANISH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (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 services for the County, specifically the Consultant shall:
 - A. Consultant shall be assigned by the Lake county Treasurer 33 1/3% of the Personal Property Tax Collection Cases.
 - B. Consultant shall report directly to the Lake County Treasurer for all instructions if necessary to carry out its responsibilities.
 - C. The Board of commissioners of the County of Lake and the Office of the Lake County Attorney are not involved in the collection process and will not provide legal advice or be responsible in any manner for this project.
 - D. Commit sufficient time to collection project to ensure its success.
 - E. Collect the delinquent monies through an organized procedure to include filing lawsuits to collect if necessary.
 - F. The vendor(s) selected will initiate and complete the collection process to collect the personal property taxes from the persons who are liable for these taxes in accordance with I.C. 6-1.1-22-10 and I.C. 6-1.1-2-4. The collection process must be implemented as follows:
 - a. The federal Fair Debt Collection Act must be followed if applicable
 - b. Suits must be filed against persons liable for the taxes to obtain personal judgments if necessary.
 - c. Comprehensive collection efforts must be undertaken to collect the taxes both pre and post judgment.
 - G. The lawsuits can be filed in any court of competent jurisdiction in Lake County, Indiana. The vendor or vendor(s) selected will be responsible for selecting the proper forum.
 - H. In accordance with I.C. 33-19-3-1 (a) filing fees are not payable upon the filing of the case. However, the Court shall assess filing fees and costs in accordance with I.C. 33-19-3-1 (b) against the defendant(s) if the County is successful.
 - I. All payments by defendants on lawsuits filed with the Court(s) shall be made to the Clerk of the Court to the County of Lake and its Treasurer for deposits as payments are made. Payments will be applied as follows:
 - a. First to the payment of Court costs until these are paid in full.
 - b. The remaining funds will be split between personal property taxes and penalties owed to the County of Lake and the vendor's fees on a pro rata basis in accordance with the judgment rendered.
 - J. To obtain its fees the vendor(s) will have to file a claim form with the County of Lake. These vendor(s) will be paid out of the monies received from the Clerk.
 - K. If monies are paid on accounts prior to filing suit, these funds will be paid directly to the Lake county Treasurer who will collect no only taxes, fines and penalties but any vendor's fees. The Treasurer will deposit these funds into separate accounts for taxes, interest, penalties and vendor's fees on a pro rata basis. The vendor(s) will then file a claim with the County of Lake for fees which should be paid from the funds established.

The fees for each collection account will be regulated in accordance with the following:

 4. A person who is liable for property taxes under I.C. 6-1.1-2-4 is personally liable for the taxes and all reasonable vendor(s) fees and court costs, resulting from late payment of the taxes. (I.C. 6-1.1-22-10(a)).
 5. With respect to the collection of delinquent personal property taxes, the county treasurer shall charge the following collection expenses to each delinquent taxpayer.
 - i. Reasonable vendor's fees or court costs incurred:
 1. in the collection process,
 2. due to a court order,
 3. due to an order of the treasurer, under I.C. 6-1.1-23-10.
 6. The vendor(s) fees to be received must be reasonable and will be established by the Court as part of the judicial proceedings or by the Treasurer in accordance with I.C. 6-1.1-23-40, but shall not exceed the following:
 - i. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court.
 - ii. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
 - L. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
 - M. Consultant reports directly to the Board, Official and/or person represented.
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:
 - A. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court
 - B. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving 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 Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

Order#115 – Agenda #88 (Cont'd)

8. **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.
9. **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.
10. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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

JOHN STANISH
5231 HOHMAN AVENUE
HAMMOND, IN 46320
(219) 932-9184

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT
JOHN STANISH

GERRY J. SCHEUB
RUDOLPH CLAY

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#116 – Agenda #89

In the Matter of L.C. Treasurer – Consulting Contract for Personal Property Tax Collection with U.S. Research Consultants for the Year 2006.

Order#116 – Agenda #89 (Cont'd)

Clay made a motion, seconded by Scheub, to approve the Consulting Contract for Personal Property Tax Collection between the L.C. Treasurer and U.S. Research Consultants for the Year 2006. Motion passed 2-0, Commissioner DuPey absent.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2006 to December 31, 2006 by and between U.S. RESEARCH CONSULTANTS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY TREASURER (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 services for the County, specifically the Consultant shall:
 - A. Consultant shall be assigned by the Lake county Treasurer 33 1/3% of the Personal Property Tax Collection Cases.
 - B. Consultant shall report directly to the Lake County Treasurer for all instructions if necessary to carry out its responsibilities.
 - C. The Board of commissioners of the County of Lake and the Office of the Lake County Attorney are not involved in the collection process and will not provide legal advice or be responsible in any manner for this project.
 - D. Commit sufficient time to collection project to ensure its success.
 - E. Collect the delinquent monies through an organized procedure to include filing lawsuits to collect if necessary.
 - F. The vendor(s) selected will initiate and complete the collection process to collect the personal property taxes from the persons who are liable for these taxes in accordance with I.C. 6-1.1-22-10 and I.C. 6-1.1-2-4. The collection process must be implemented as follows:
 - a. The federal Fair Debt Collection Act must be followed if applicable
 - b. Suits must be filed against persons liable for the taxes to obtain personal judgments if necessary.
 - c. Comprehensive collection efforts must be undertaken to collect the taxes both pre and post judgment.
 - G. The lawsuits can be filed in any court of competent jurisdiction in Lake County, Indiana. The vendor or vendor(s) selected will be responsible for selecting the proper forum.
 - H. In accordance with I.C. 33-19-3-1 (a) filing fees are not payable upon the filing of the case. However, the Court shall assess filing fees and costs in accordance with I.C. 33-19-3-1 (b) against the defendant(s) if the County is successful.
 - I. All payments by defendants on lawsuits filed with the Court(s) shall be made to the Clerk of the Court to the County of Lake and its Treasurer for deposits as payments are made. Payments will be applied as follows:
 - a. First to the payment of Court costs until these are paid in full.
 - b. The remaining funds will be split between personal property taxes and penalties owed to the County of Lake and the vendor's fees on a pro rata basis in accordance with the judgment rendered.
 - J. To obtain its fees the vendor(s) will have to file a claim form with the County of Lake. These vendor(s) will be paid out of the monies received from the Clerk.
 - K. If monies are paid on accounts prior to filing suit, these funds will be paid directly to the Lake county Treasurer who will collect not only taxes, fines and penalties but any vendor's fees. The Treasurer will deposit these funds into separate accounts for taxes, interest, penalties and vendor's fees on a pro rata basis. The vendor(s) will then file a claim with the County of Lake for fees which should be paid from the funds established.

The fees for each collection account will be regulated in accordance with the following:

 7. A person who is liable for property taxes under I.C. 6-1.1-2-4 is personally liable for the taxes and all reasonable vendor(s) fees and court costs, resulting from late payment of the taxes. (I.C. 6-1.1-22-10(a)).
 8. With respect to the collection of delinquent personal property taxes, the county treasurer shall charge the following collection expenses to each delinquent taxpayer.
 - i. Reasonable vendor's fees or court costs incurred:
 1. in the collection process,
 2. due to a court order,
 3. due to an order of the treasurer, under I.C. 6-1.1-23-10.
 9. The vendor(s) fees to be received must be reasonable and will be established by the Court as part of the judicial proceedings or by the Treasurer in accordance with I.C. 6-1.1-23-40, but shall not exceed the following:
 - i. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court.
 - ii. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
 - L. Consultant shall exercise independent judgment to act in the best interest of the parties represented.
 - M. Consultant reports directly to the Board, Official and/or person represented.
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:
 - A. In the event of a lawsuit, the vendor fees will be those that are reasonable and established by the Court
 - B. Vendor fees for delinquent accounts before suit is filed will be twenty-five percent (25%) of the total amount secured from the indebtedness.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving 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.

Order#116 – Agenda #89 (Cont'd)

7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **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.
9. **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.
10. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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

U.S. RESEARCH CONSULTANTS, INC.
1235 EAST 19TH AVENUE
GARY, IN 46407

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

CONSULTANT
U.S. RESEARCH CONSULTANTS, INC.

GERRY J. SCHEUB
RUDOLPH CLAY

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#117 – Agenda #91D

In the Matter of Property Sales: Quit Claim Deed to Linda Verduzco.

Order#117 – Agenda #91D (Cont'd)

DuPey made a motion, seconded by Clay, to approve the Quit Claim Deed to Linda Verduzco. Motion passed 3-0.

Order#118 – Agenda #92

In the Matter of E-9-1-1: Lake Dalecarlia Volunteer Fire Department - \$3,124.00.

DuPey made a motion, seconded by Clay, to approve the E-9-1-1: Lake Dalecarlia Volunteer Fire Department - \$3,124.00. Motion passed 3-0.

Order#119 – Agenda #60

In the Matter of Proposals: L.C. Building Manager – Waste Removal at the Lake County Government Center for the year 2006.

DuPey made a motion, seconded by Clay, to accept the recommendation of the L.C. Building Manager to approve Waste Management with \$36,410.64 for the Waste Removal at the Lake County Government Center for the year 2006. Motion passed 3-0.

Order#120 – Agenda #93

In the Matter of Lake County Treasurer's Tax Status Certifications.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the Lake County Treasurer's Tax Status Certifications. Motion passed 3-0.

Order#121 – Agenda #94

In the Matter of Contract for L.C. Board of Commissioners (Various County Offices and Departments) – Printing Class 1,2,2A,2B,3,4,5, & 8 for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Haywood Printing Co., Inc. P.O. Box 440, 300 N. 5th St., Lafayette, IN 47902 for Printing Classes 1,2,5 & 8 for the Year 2006, McShane's, Inc. 1844-45th Street, Munster, IN 46321 Printing Classes 2A & 3 for the Year 2006, Lakeshore Graphics, 821 W. Glen Park Ave., Suite C, Griffith, IN 46319 Printing Class 2B for the Year 2006, A-1 Union Graphics, Inc., 837 169th St., Hammond, IN 46324 for Printing Class 4 for the Year 2006 upon a motion by Clay, seconded by DuPey, with the recommendation of the L.C. Purchasing Agent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Printing Class 1,2,2A,2B,3,4,5, & 8 for the Year 2006 for the L.C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HAYWOOD PRINTING CO., McSHANE'S INC., LAKESHORE GRAPHICS, INC., A-1 UNION GRAPHICS, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PRINTING CLASSES 1,2,2A,2B,3,4,5, & 8 FOR THE YEAR 2006 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$27,245.50, \$51,371.30, \$2,475.50, \$40,665.89, \$3,141.00, \$48,164.75, \$74,033.50 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY

HAYWOOD PRINTING CO., McSHANE'S INC., LAKESHORE GRAPHICS, INC.,
A-1 UNION GRAPHICS, INC.

RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:
December 13, 2005

Board of Commissioners
Of the County of Lake
2293 North Main Street
Crown Point, IN 46307

Subject: Bid tabulation for Printing Class 1,2,2A,2B,3,4,5, & 8 for the Year 2006 for Various County Offices and Departments

Dear Commissioners:

I have tabulated the Bids for Printing Class 1,2,2A,2B,3,4,5, & 8 for the year 2006 for the Various County Offices and Departments and the results are as follows:

Class 1 –	Haywood Printing Company, Inc. - \$27,245.50 (only bidder)
Class 2 –	Haywood Printing Company, Inc - \$51,371.30 (low bidder)
	Sheffield Press Printers & Lithographers, Inc. - \$54,908.55
Class 2A -	Lakeshore Graphics - \$12,027.00
	McShane's, Inc. - \$9,960.00 (low bidder)
Class 2B -	L & S Label Printing - \$4,473.75
	Lakeshore Graphics - \$2,475.50 (low bidder)
Class 3 -	Corporate Express - \$45,669.78

Order#121 – Agenda #94 (Cont'd)

Class 4 - McShane's Inc. - \$40,665.89 (low bidder)
 A-1 Union Graphics, Inc. - \$3,141.00 (low bidder)
 Haywood Printing Company, Inc. - \$3,322.45
 Matini, Inc. dba P & H Printing, Inc. - \$4,426.05
 Class 5- TOTALS EXCLUDING ITEM NOS. 5031 \$ 5032
 A-1 Union Graphics, Inc. - \$48,843.50
 Haywood Printing Company, Inc. - \$48,164.75 (low bidder)
 Matini, Inc. dba P & H Printing, Inc. - \$72,621.00
 Class 8 - Haywood Printing Company, Inc. - \$74,033.50 (low bidder)
 Matini, Inc. dba P & H Printing, Inc. - \$106,854.49
 Sheffield Press Printers & Lithographers, Inc. - \$85,225.10

Each of the low bidders are current with their filing with the Indiana Secretary of State's Office, Corporation Division.
 According to the Lake County Treasurer's Office findings each of these vendors are current with the payment of any Personal or Real Estate Property Taxes in Lake County.

Sincerely yours,
 Lake County Purchasing Department
 Brenda Koselke, Purchasing Agent

Order#122 – Agenda #96

In the Matter of Contract for L.C. Board of Commissioners (Various County Offices and Departments) – Typewriter Maintenance for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Gateway Business Systems, 510 Progress St. Munster, IN 46321 for Classes 1,2,4,5,6, & 7 for the Year 2006, Adams Remco, Inc. 2612 Foundation Drive – P.O.Box 3968, South Bend, IN 46619-0968 for Class 3 for Typewriter Maintenance Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Purchasing Agent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Typewriter Maintenance Classes 1,2,4,5,6, & 7 for the Year 2006 for the L.C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

ADAMS REMCO, INC.& GATEWAY BUSINESS SYSTEMS, INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for TYPEWRITER MAINTENANCE FOR THE YEAR 2006 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$225.00, \$1575.00, \$11,970.00, \$225.00, \$225.00, \$1275.00, \$75.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY
 RUDOLPH CLAY
 GERRY SCHEUB

ADAMS REMCO, INC.& GATEWAY BUSINESS SYSTEMS, INC.

Letter of Recommendation:
 December 13, 2005

Board of Commissioners
 Of the County of Lake
 2293 North Main Street
 Crown Point, IN 46307

Subject: Bid tabulation for Typewriter Maintenance for the Year 2006 for Various County Offices and Departments

Dear Commissioners:

On September 21, 2005 the Board of Commissioners approved the specification for typewriter maintenance for the year 2006 and on November 16, 2005 the bids were opened and taken under advisement pending tabulation and recommendation back to the Board.

I have tabulated the Bids for Typewriter Maintenance for the year 2006 for the Various County Offices and Departments and the recommendations are as follows:

Class 1 – Brother – Gateway Business Systems, Inc. \$225.00 (No Errors – Only bidder).
 Class 2 – Canon – Gateway Business Systems, Inc. \$1,575.00 (No Errors – Only Bidder).
 Class 3 – IBM – Adams Remco, Inc. \$11,970.00 (No Error – Low Bidder).
 The next lowest bid was that of Gateway Business Systems, Inc. In the Amount of \$31,500.00
 Class 4 – Olympia – Gateway Business Systems, Inc. \$225.00 (No Errors – Only Bidder).
 Class 5 – Panasonic – Gateway Business Systems, Inc. \$225.00 (No Errors – Only Bidder).
 Class 6 – Royal - Gateway Business Systems, Inc. \$1,275.00 (No Errors – Only Bidder).
 Class 7 – Swintec – Gateway Business Systems, Inc. \$75.00 (No Errors – Only Bidder).

The Vendors listed above are current with their filing with the Indiana Secretary of State's Office, Corporation Division.
 According to the Lake County Treasurer's Office findings each of these vendors are current with the payment of any Personal or Real Estate Property Taxes in Lake County.

Sincerely yours,
 Lake County Purchasing Department
 Brenda Koselke, Purchasing Agent

Order#123 – Agenda #95

In the Matter of Contract for L.C. Board of Commissioners (Various County Offices and Departments) – Photocopier Maintenance for the Year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Gateway Business Systems, 510 Progress St. Munster, IN 46321 for Classes 1,3,5,& 8 for the Year 2006, Adams Remco, Inc. 2612 Foundation Drive – P.O.Box 3968, South Bend, IN 46619-0968 for Class 4,6,9 & 11; McShane's, Inc. 1844-45th Street, Munster, IN 46321 Printing Class 7, Danka Office Imaging, 5281 Fountain Drive Ste. I, Crown Point, IN 46307 for Classes 2 & 10 for the Photocopier Maintenance Year 2006 upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Purchasing Agent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Photocopier Maintenance Classes 1,2,3,4,5,6,7,8,9,10, & 11 for the Year 2006 for the L.C. Board of Commissioners (Various County Offices and Departments), having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

ADAMS REMCO, INC.& GATEWAY BUSINESS SYSTEMS, INC., DANKA OFFICE IMAGING, McSHANES INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PHOTOCOPIER MAINTENANCE FOR THE YEAR 2006 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$650.00, \$28,821.06, \$1950.00, \$2,000.00, \$18,569.50 \$14,400.00, \$24,840.00, \$7683.50, \$5200.00, \$11,606.59, & \$7500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 14, 2005

FRANCES DUPEY

ADAMS REMCO, INC.& GATEWAY BUSINESS SYSTEMS, INC., DANKA OFFICE IMAGING, McSHANES INC.

RUDOLPH CLAY
GERRY SCHEUB

Letter of Recommendation:
December 13, 2005

Board of Commissioners
Of the County of Lake
2293 North Main Street
Crown Point, IN 46307

Subject: Bid tabulation for Photocopier Maintenance for the Year 2006 for Various County Offices and Departments

Dear Commissioners:

On September 21, 2005 the Board of Commissioners approved the specification for photocopier maintenance for the year 2006 and on November 16, 2005 the bids were opened and taken under advisement pending tabulation and recommendation back to the Board.

Prior to 2002 the Departments entered into individual maintenance agreements for photocopier maintenance which were quite costly and included copy count limits, overage charges and so called preventative maintenance kits.

The results of the Commissioners deciding to go out for bid annually netted the County an immediate savings for the year 2002 of \$20,000.00 and this figure doesn't even include the amount of savings the Count derived for no longer having to pay for copy counts overages as our specification states that vendors are not allowed to set copy limits or charge for so called overages.

I have tabulated the Bids for Photocopier Maintenance for the year 2006 for the Various County Offices and Departments and the recommendations are as follows:

- Class 1 –A.B. Dick – Gateway Business Systems, Inc. \$650.00 (Only bidder).
- Class 2 – Danka Office Imaging, Inc. - \$28,821.06 (low bidder)
 - Ikon Office Solutions - \$34,326.00
 - McShane's, Inc. - \$36,160.00
- Class 3 – Duplo – Gateway Business Systems, Inc. \$1950.00 (Only Bidder).
- Class 4 – Gestetner – Adams Remco, Inc. \$2,000.00 (only Bidder).
- Class 5 – Konica– Gateway Business Systems, Inc. \$18,569.50 (Only Bidder).
- Class 6 – Lanier – Adams Remco, Inc. \$14,400.00 (Only Bidder).
- Class 7 – Minolta - McShane's, Inc. - \$24,840.00 (only bidder)
- Class 8 – Panasonic – Gateway Business Systems, Inc. \$7683.50 (Only Bidder).
- Class 9 – Saving – Adams Remco, Inc. - \$5200.00 (low bidder)
 - Ikon Office Solutions - \$5709.00
- Class 10 – Sharp – Danka Office Imaging, Inc. \$11,606.59 (low bidder)
 - Kramer & Leonard, Inc. - \$14,730.00
- Class 11 – Toshiba – Adams Remco, Inc. - \$7500.00 (low bidder)
 - Danka Office Imaging, Inc. - \$10,776.06

Each of the low bidders are current with their filing with the Indiana Secretary of State's Office, Corporation Division.

According to the Lake County Treasurer's Office findings each of these vendors are current with the payment of any Personal or Real Estate Property Taxes in Lake County.

Sincerely yours,
Lake County Purchasing Department
Brenda Koselke, Purchasing Agent

Order#124 – Agenda #97

In the Matter of County Vehicle Policy Implementing Regulations.

Order#124 – Agenda #97 (Cont'd)

DuPey made a motion, seconded by Scheub, to approve the County Vehicle Policy Implementing Regulations. Motion passed 2-1, Commissioner Clay absent.

**COUNTY VEHICLE POLICY
IMPLEMENTING REGULATIONS**

- A. **EFFECTIVE DATE:** The effective date of the implementing regulations is January 1, 2006.
- B. **IMPLEMENTING REGULATIONS:** These implementing regulations are adopted to clarify and initiate the policy enacted by the Board of Commissioners at its October 12, 2005 meeting.
- C. **COVERAGE:** The regulations and policy apply to all county owned or leased vehicles except those excluded in paragraph D below. Specifically the policy applies to the following:

OFFICE	NUMBER OF VEHICLES EFFECTED	
1. Emergency Management	1 vehicle	Chief Deputy
2. Surveyor	5 vehicles	5 employees
3. Engineering Department	1 vehicle	Building Manager
4. Community Development	2 vehicles	Director & Assistant Director
5. Coroner	1 vehicles	Chief Deputy
6. Solid Waste	3 vehicles	Attorney & 2 employees
7. HIDTA	2 vehicles	All civilian employees
8. Sheriff	8 vehicles	All civilian employees, Warden, Assistant Warden
Total	23 vehicles	

- D. **EXCLUSION:** The policy specifically does not apply to the Highway Department, Uniform County Police, Special Assigned Officers such as plain clothes personnel, HIDTA, County Parks Department, elected Coroner, elected Sheriff, elected Prosecutor, and elected Surveyor.
- E. **IMPLEMENTING POLICY:**
1. Vehicles currently within a specific office or department will remain within that office or department.
 2. No vehicles within a specific office or department will be used by personnel outside of that specific office or department.
 3. Vehicles within a specific office or department will therefore be restricted for use by people who are assigned by that specific office or department.
 4. All civilian vehicles will be used by personnel from the respective office or department only during working hours and will remain at their home base locations and not driven home by any department personnel.
 5. The home base location for a civilian vehicle is the place where that office holder or department head has its principle office.
 6. The office holder or department head will determine who has the authority to operate and use the assigned civilian vehicles during normal working hours.
 7. All take home vehicles shall be restricted to county business only i.e. no personal use, such as, shopping etc. No family members or non employees to be in vehicles at any time.

- 8. The office holder or department head will develop a written form to verify who utilizes the vehicle covered by this policy, the dates that the vehicles are utilized by designated persons, and the times that the vehicles were utilized.
- 9. The document developed by the office holder or department head is a public document and will be available for review under the open records act.
- 10. The document on vehicle usage will be submitted to the State Board of Accounts for review during that agency's annual audit.

APPROVED BY:

 Commissioner Scheub
 _____ *Frank DuPey 12/14/05*
 Commissioner DuPey

 Commissioner Clay

Attest
Peggy Katona

 L.C. Auditor, Peggy Katona

Order#125 – Agenda #98

In the Matter of Seek Proposals for the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana to be returned by Wednesday, January 18, 2006 by 9:30 a.m.

DuPey made a motion, seconded by Clay, to table the Seeking Proposals for the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana to be returned by Wednesday, January 18, 2006 by 9:30 a.m. Motion passed 3-0.

Order#126 – Agenda #99

In the Matter of Lake County Board of Commissioners - Consulting Contract with John J. Schaefer, CPA for work with regard to Hermits Lake Sewage Operation for the period of January 1, 2005 to December 31, 2006 in an amount not to exceed \$10,000.00 at the rate of \$85.00 per hour.

DuPey made a motion, seconded by Clay, to approve the Consulting Contract between the Lake County Board of Commissioners and John J. Schaefer, CPA for work with regard to Hermits Lake Sewage Operation for the period of January 1, 2005 to December 31, 2006 in an amount not to exceed \$10,000.00 at the rate of \$85.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 14th day of December, 2005 Effective from January 1, 2005 to December 31, 2006 by and between JOHN J. SCHAEFER, CPA, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

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 services described below. The Consultant shall devote such hours as are necessary to perform the services described below. The Consultant shall exercise independent legal judgment to act in the best interest of the parties represented. The services are described as follows:
 - A. Consultant shall analyze and perform the accounting for billings, collections, and accounts receivable for the Hermits Lake Sewage operation;
 - B. Consultant shall assist the County with other accounting services related to the Hermits Lake Sewage operation as deemed necessary.
 - C. Consultant shall devote such hours as are necessary to perform the service listed above.
 - D. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - E. Consultant shall include the following detailed information on invoices:

Order#126 – Agenda #99 (Cont'd)

- a. Indicate date of service.
 - b. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - c. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - d. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Ten thousand Dollars (\$10,000.00) for all services require herein, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. 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 \$85.00 per hour.
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.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner, the obligations under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. The County agrees to compensate the Consultant for all work performed to the date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
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 if 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 if 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.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
16. **Information Availability.**

Order#126 – Agenda #99 (Cont'd)

- 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.
 - C. 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

JOHN J. SCHAEFER
 CERTIFIED PUBLIC ACCOUNTANT
 513 WASHINGTON ST.
 MICHIGAN CITY, IN 46360
 (219) 872-0617

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
 RUDOLPH CLAY
 GERRY J. SCHEUB

CONSULTANT:
 JOHN J. SCHAEFER, CPA
 ATTEST:
 PEGGY KATONA
 LAKE COUNTY AUDITOR

Order#127 – Agenda #100

In the Matter of L.C. Board of Commissioners – Professional Services Agreement with Nexus Group, Inc. with the Lake County Assessor in the amount of \$75,000.00, the Center Township Assessor in the amount of \$44,000.00, the Hobart Township Assessor in the amount of \$63,000.00, the North Township Assessor in the amount of \$145,000.00, and the Ross Township Assessor in the amount of \$41,000.00 for a total of \$368,000.00.

Clay made a motion, seconded by DuPey, reluctantly, to approve the Professional Services Agreement between the L.C. Board of Commissioners and Nexus Group, Inc. with the Lake County Assessor in the amount of \$75,000.00, the Center Township Assessor in the amount of \$44,000.00, the Hobart Township Assessor in the amount of \$63,000.00, the North Township Assessor in the amount of \$145,000.00, and the Ross Township Assessor in the amount of \$41,000.00 for a total of \$368,000.00. Motion passed 2-1, Commissioner Scheub abstain.

PROFESSIONAL SERVICES AGREEMENT

This SERVICE AGREEMENT (the "AGREEMENT") is made and entered into as of this 14 day of ~~November~~^{December} 2005 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 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. Further detail on the breakdown of cost by township and county service is provided in Attachment 2. 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.

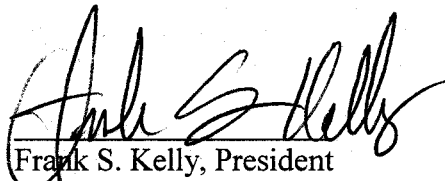
14. **Captions.** The captions of this AGREEMENT are for convenience of reference only and shall not be deemed to define or limit any of the terms hereof.
15. **Binding Effect.** This AGREEMENT shall inure to the benefit of both parties and their successors and assigns shall be binding upon both parties.
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,

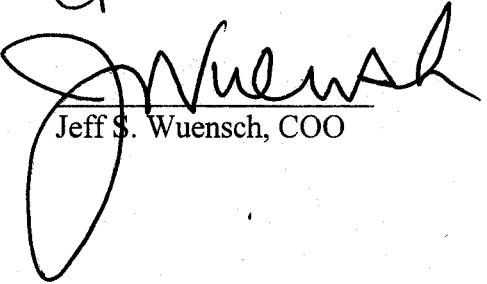
compliance with terms and conditions of this Contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

- 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.

In witness whereof, the undersigned have executed this AGREEMENT effective as of the day and year first set forth above.

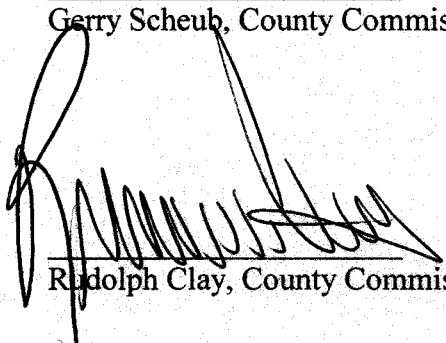
"Nexus"

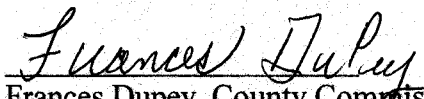
By:  Date 12-23-05
 Frank S. Kelly, President

By:  Date 12-23-05
 Jeff S. Wuensch, COO

"Client"

By: _____ Date _____
 Gerry Scheub, County Commissioner

By:  Date 12-14-05
 Rudolph Clay, County Commissioner

By:  Date 12-14-05
 Frances Dupey, County Commissioner

Attachment 1

Nexus Group Deliverables: Generally, Nexus Group shall perform all trending functions 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.

Order#128 – Agenda #101

In the Matter of 2005 and 2006 Interlocal Cooperation Agreement for Payroll Preparation and Reporting for the Lake County Convention and Visitors Bureau with the Lake County Board of Commissioners and the Lake County Council.

DuPey made a motion, seconded by Clay, to approve the 2005 and 2006 Interlocal Cooperation Agreement for Payroll Preparation and Reporting for the Lake County Convention and Visitors Bureau with the Lake County Board of Commissioners and the Lake County Council. Motion passed 3-0.

**2005 and 2006 INTERLOCAL COOPERATION AGREEMENT
FOR GROUP HEALTH, DISABILITY INSURANCE, AND LIFE INSURANCE
PROGRAMS AND REPORTING
FOR THE LAKE COUNTY CONVENTION AND VISITORS BUREAU WITH
THE LAKE COUNTY BOARD OF COMMISSIONERS
AND THE LAKE COUNTY COUNCIL**

THIS AGREEMENT made and entered into this 14th day of December, 2005 by and between the **LAKE COUNTY CONVENTION AND VISITORS BUREAU**, Hammond, Lake County, Indiana, hereinafter referred to as the "Bureau" through its Board of Directors; hereinafter referred to as the "Bureau Board," and the **BOARD OF LAKE COUNTY COMMISSIONERS**, Crown Point, Lake County, Indiana, through its Board of Commissioners, hereinafter referred to as the "Commissioners" and **LAKE COUNTY COUNCIL**, Lake County, Indiana, hereinafter referred to as the "Council".

WITNESSETH:

WHEREAS, the "Bureau" operated as a unit of the LAKE COUNTY, INDIANA, GOVERNMENTAL UNIT, in the State of Indiana, through June 30, 2005; and,

WHEREAS, IC 6-9-2-10 as of July 1, 2005 allowed the "Bureau's Employees" to be able to participate in the group health insurance, disability insurance, and life insurance programs established by the county government of the county described in section 1 of IC 6-9-2-1, and,

WHEREAS, "Bureau Board", "Commissioners", and "Council" concur that it would be to their mutual benefit to cooperate in providing group health insurance, disability insurance, and life insurance programs established by the county government and reporting requirements for the year 2005 and 2006 for the "Bureau Employees".

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the "Commissioners" and "Council" agree as follows:

1. **Purposes, Services Provided.** The purpose of this Agreement is to:
 - (A) Provide group health insurance, disability insurance, and life insurance programs for the "Bureau Employees" through December 31, 2006.

2005 and 2006 Lake County Convention & Visitors Bureau Continued Insurance Agreement

- (B) Provide for the "Bureau" all reports as required by the State of Indiana and Federal Government through December 31, 2006.
- (C) Provide to the "Bureau" a copy of all pertinent reports as stated above for purposes of auditing by the state board of accounts.

2. Duration. The group health insurance, disability insurance, and life insurance programs services shall be provided during the period commencing July 1, 2005, and ending December 31, 2006. In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to July 1, 2005, on and after the full execution, approvals, required filings, and recordation.

3. Payments. In consideration of the group health insurance, disability insurance, and life insurance programs, the "Bureau" will pay the Lake County Auditor amounts billed for the afore mentioned insurance premiums.

4. Funds for Payment and Budget. The "Bureau" will appropriate sufficient monies from funds available to the "Bureau" for the payment of above expenses.

5. Recordation and Filing. This Agreement shall be recorded in the Lake County Recorder's Office by the "Bureau" after approval hereof by the Lake County Convention and Visitors Bureau Board of Directors and by the Lake County Board of Commissioners, and shall be filed, within sixty (60) days following such recordation, with the Board of Accounts of the State of Indiana for audit purposes. This Agreement shall be deemed enforceable and binding after approval by both entities.

6. Termination. This Agreement shall terminate on December 31, 2006,

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and year first written above.

2005 and 2006 Lake County Convention & Visitors Bureau Continued Insurance Agreement

LAKE COUNTY COMMISSIONERS, LAKE COUNTY INDIANA, BY:

[Handwritten signature of Rudolph Clay]
Rudolph Clay, 1st District Commissioner

Gerry Scheub, 2nd District Commissioner

[Handwritten signature of Frances DuPey]
Frances DuPey, 3rd District Commissioner

STATE OF INDIANA)
)
COUNTY OF LAKE)

Before me a Notary Public in and for said county and state, personally appeared the above individuals, personally known to me to be the duly elected and serving commission members, who acknowledged the execution and approval of the above agreement on behalf of the Lake County Board of Commissioners, Lake County, Indiana this 14th day of December, 2005.

My commission expires: _____

Resident of Lake County, Indiana.

[Handwritten signature of Rose Koliboski]
Notary Public



Order#129 – Agenda #102

In the Matter of Northwest Indiana Community Action Corporation Letter concerning an application.

Clay made a motion, seconded by DuPey, to accept and make a matter of public record the Northwest Indiana Community Action Corporation Letter concerning an application. Motion passed 3-0.

Order#130 – Agenda #103

In the Matter of L.C. Board of Commissioners - Service Agreement with ABC Burglar & Fire Alarm Corp. for the year 2006 for the East Chicago Courthouse in the amount of \$1,740.00 at the rate of \$435.00 per quarter.

Clay made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Board of Commissioners and ABC Burglar & Fire Alarm Corp. for the year 2006 for the East Chicago Courthouse in the amount of \$1,740.00 at the rate of \$435.00 per quarter. Motion passed 3-0.

Order#131 – Agenda #104

In the Matter of L.C. Board of Commissioners - Service Agreement with ABC Burglar & Fire Alarm Corp. for the year 2006 for the Gary Courthouse in the amount of \$1,068.00 at the rate of \$267.00 per quarter.

Clay made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Board of Commissioners and ABC Burglar & Fire Alarm Corp. for the year 2006 for the Gary Courthouse in the amount of \$1,068.00 at the rate of \$267.00 per quarter. Motion passed 3-0.

Order#132 – Agenda #105

In the Matter of Service Agreement with R.G. Wright & Co. Snow Removal for the period of January 1, 2006 to December 31, 2007 for the Hammond Courthouse in the amounts of 2" to 4" of snow \$350.00, 4" to 8" of snow extra per truck \$75.00, 8" or more snow maximum of \$600.00.

DuPey made a motion, seconded by Clay, to approve the Service Agreement with R.G. Wright & Co. Snow Removal for the period of January 1, 2006 to December 31, 2007 for the Hammond Courthouse in the amounts of 2" to 4" of snow \$350.00, 4" to 8" of snow extra per truck \$75.00, 8" or more snow maximum of \$600.00. Motion passed 3-0.

Order#133 – Agenda #106A-C

In the Matter of Service Agreement with The Performance Companies, Inc. for the year 2006 for East Chicago Courthouse - \$1,269.00 at the rate of \$423.00 per service, Gary Courthouse - \$1,728.00 at the rate of \$576.00 per service, Hammond Courthouse - \$1,044.00 at the rate of \$348.00 per service.

DuPey made a motion, seconded by Clay, to approve the Service Agreement with The Performance Companies, Inc. for the year 2006 for East Chicago Courthouse - \$1,269.00 at the rate of \$423.00 per service, Gary Courthouse - \$1,728.00 at the rate of \$576.00 per service, and Hammond Courthouse - \$1,044.00 at the rate of \$348.00 per service. Motion passed 3-0.

Order#134 – Agenda #107

In the Matter of Service Agreement with Waste Management for the Year 2006 for the Hammond Courthouse in the amount of \$1,920.00 at the rate of \$480.00 per quarter.

DuPey made a motion, seconded by Clay, to approve the Service Agreement with Waste Management for the Year 2006 for the Hammond Courthouse in the amount of \$1,920.00 at the rate of \$480.00 per quarter. Motion passed 3-0.

Order#135 – Agenda #108

In the Matter of Lease/Purchase Agreement with McShane's, Inc. for one (1) Muratec F-110 Fax Machine in the amount of two equal payments of \$244.80 each.

DuPey made a motion, seconded by Clay, to approve the Lease/Purchase Agreement with McShane's, Inc. for one (1) Muratec F-110 Fax Machine in the amount of two equal payments of \$244.80 each. Motion passed 3-0.

Order#136 – Agenda #109

In the Matter of Poor Relief Decisions.

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

Janet Koger	-Approved on condition.
Darlene Williams	-Approved on condition.
Lavetta Littles	-Denied.
Frieda Smith	-Approved.
Hester Washington	-Approved.
Tasha King	-Approved.
Regina Hannah	-Denied.
Marilyn Tolbert	-Approved.
Cesar Gardner	-Approved.
Regina Ivy	-Approved.
Rene Edmonds	-Approved. Denied.

Order#136 – Agenda #109 (Cont'd)

M. Green	-Denied for appellant's failure to appear.
A. Henderson	-Denied for appellant's failure to appear.
L. Patton	-Denied for appellant's failure to appear.
S. Cole	- Denied for appellant's failure to appear.
K. Palmer	- Denied for appellant's failure to appear.
D. Gatlin	- Denied for appellant's failure to appear.
Rene Lucas	-Approved. Approved on condition.
Frankie Harris	-Approved. Approved on condition. Denied.
Dennis Manning	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-06.5 on c condition that appellant show the township proof of application with welfare medical based on good cause shown.
Joseph Davis	-Approved.
Cavatina Patrick	-Approved on condition.
Casandra Anderson	-Approved.
Jennifer Betts	-Approved.
Barbara Castro	-Approved on condition.
Rayette Yates	-Denied.
Hedia Sucret	-Approved.
R. Taylor	- Denied for appellant's failure to appear.
A. Patterson	- Denied for appellant's failure to appear.
R. Fagua	- Denied for appellant's failure to appear.
Cynthia Hildebrand	
Toni Jakes	-Approved.
Carl Johnson	-Approved on condition.
Rickey Lewis	-Denied.
Renetta Delaney	-Denied.
Joseph Cunningham	-Denied.
Jacquelyn Chandler	-Approved on condition.
Roshaudra Goodson	-Denied. Remanded to township for further consideration and review.
Nydra Billingsley	-Denied.
Lasandra Smith	-Approved. Remanded to township for further consideration and review.
Ina Clark	-Approved on condition.
Felicia Herring	-Approved.
A. Adams	- Denied for appellant's failure to appear.
R. Brown	-Denied for appellant's failure to appear.
S. Johnson	-Denied for appellant's failure to appear.
T. Ford	-Denied for appellant's failure to appear.
T. Green	- Denied for appellant's failure to appear.
T. Lowe	- Denied for appellant's failure to appear.
Braylan Jones	-Approved.
Claudia King	-Approved on condition.
Johnnie Houston	-Approved on condition.
James Herrin	-Approved. Approved on condition.
June Labori	-Approved.
Louis Burkes	-Approved on condition.
Dona Levesque	-Approved.
Priscilla Luellen	-Denied.
Kiante Lindsay	-Approved.
Janyth Jones	-Approved on condition.
Gail Mootye	-Approved.
Bessie Jiles	-Approved on condition.
Sharon Dinicola	-Denied.
Florine Khan	-Approved on condition.
Linda Wooden	- Denied for appellant's failure to appear.
Alexis Harris	-Denied.
Ella Hardaway	-Approved.
Lavita Brewer	-Approved. Approved on condition.
James Washington	-Remanded to township for further consideration and review.
Marie Butts	-Approved on condition.
Cornell Rice	-Approved on condition.
Claudia Monroe	-Approved on condition.
Ebony Appleton	-Approved.
K. Baker	- Denied for appellant's failure to appear.
J. Hartoonian	-Denied for appellant's failure to appear.
C. Richmond	- Denied for appellant's failure to appear.
D. Tolbert	- Denied for appellant's failure to appear.
K. Bailey	- Denied for appellant's failure to appear.
N. Haney	- Denied for appellant's failure to appear.
Y. Grier	- Denied for appellant's failure to appear.
Penny Bowens, Jackson	-Approved. Denied.
Mitchell Cassandra	- Denied for appellant's failure to appear.
Jowanna Rooson	-Approved on condition.
Veronica Pittman	- Denied for appellant's failure to appear.
Theresa Bateman	- Denied for appellant's failure to appear.
Vanessa Clark	- Denied for appellant's failure to appear.
Lashema Randolph	-Approved.
Odum, Tanera	-Approved.
Dwayne, Monon	-Approved.
Roshandra Goodson	-Approved.
Kevin Clay	-Approved.
Joan Nay	- Denied for appellant's failure to appear.
Carrie Bethel	- Denied for appellant's failure to appear.
Jacqueline Edwards	-Approved.
Latisha Washington	-Approved.

Order#136 – Agenda #109 (Cont'd)

Jesse Wright	- Denied for appellant's failure to appear.
Margaret Ward	-Approved.
Cynthia Hildebrand	-Approved.
Joseph Cunningham	-Remanded to township for further consideration and review.
Toni Jakes	-Approved.
Thomas Greene	- Denied for appellant's failure to appear.
Sha'Keya Johnson	- Denied for appellant's failure to appear.
Rosetta Brown	- Denied for appellant's failure to appear.
Antione Adams	- Denied for appellant's failure to appear.
Felicia Herring	-Approved.
Roshaundra Goodson	-Denied.
Jaquelyn Chandler	-Approved.
Ricky Lewis	-Denied.
Targary Ford	- Denied for appellant's failure to appear.
Carl Johnson	-Approved.
Una Clark	
Nydra Billingsley	-Denied.
Tamieko Lowe	-Denied.
Kenneth Dabney	-Approved.
Troi Jones	- Denied for appellant's failure to appear.
Leroy Moore	- Denied for appellant's failure to appear.
Tina Hall	- Denied for appellant's failure to appear.
April Ferguson	- Denied for appellant's failure to appear.
Darlene Thomas	- Denied for appellant's failure to appear.
Cassandra Mitchell	- Denied for appellant's failure to appear.
Barbara Moore	- Denied for appellant's failure to appear.
Dana Deaver	-Approved.
William Jackson	-Approved.
Carrie Bethel	-Approved.
Ella Hardaway	-Approved.
Robert Adams	-Approved.
Sherrie Haydens	-Approved.
Anthony Holden	-Approved.
Ebony Thornton	-Denied.
Natasha Cook	-Denied.
Latisha Washington	-Approved.
Garry Ward	- Denied for appellant's failure to appear.
April Spires	- Denied for appellant's failure to appear.
Geneva Jackson	- Denied for appellant's failure to appear.
Carolyn King	- Denied for appellant's failure to appear.
Robin Madry	- Denied for appellant's failure to appear.
Anthony Dennison	-Approved.
Althea Hines	-Approved.
Lisa Dowery	-Approved.
Meshawn Pratchett	-Approved.
Teresa King	-Denied.
Sandra Johnson	-Approved.
Nathaniel Young	-Denied.
Idella Tribble	-Denied.
Roberta Kyler	-Approved.
Carmen Collins	- Denied for appellant's failure to appear.
Lorraine Lewis	-Approved.
Lakeisha Dunlap	-Approved.
Marysol Alvarez	- Denied for appellant's failure to appear.
Jacob Wilkerson	-Approved.
Wendy Patcliff	-Approved.
Ofelia DelaRosa	-Denied. Remanded to township for further consideration and review.
John Rich	- Denied for appellant's failure to appear.
Thomas Hightower	-Approved.
Angela Goodes	-Approved.
Shon Britton	-Approved.
Mona Billingsley	-Approved.
Dianne Thaddies	- Denied for appellant's failure to appear.
Grayling Brown	-Approved.
Dennis Best	-Approved.
Cheryl Jones	-Denied.
Elberta Cohill	-Approved.
Shavon Barnes	
Jesse Grimes	-Approved.
Lisa Williams	-Approved.
Goerge Pelfrey	-Approved.
Mamie Harrison	-Approved.
Harold Green	-Denied for appellant's failure to appear.
Harold Williams	-Approved.
James Ward	-Approved.
Maurice Trice	-Approved.
Terrance Bailey	-Denied for appellant's failure to appear.
Lester Lake	-Denied for appellant's failure to appear.
Robert Hester	-Approved.
Christina Benhham	-Approved. Denied.
Bernice Williams	-Approved.
Dwuana Smith	-Approved.
Verima Hayes	-Approved. Denied.
Fahey Miller	-Denied.

Order#136 – Agenda #109 (Cont'd)

Louvina Harris	-Approved.
Tammy Johnson	-Denied.
Donna Hill	-Approved.
Joseph Davis	-Denied.
Dwayne Momon	-Approved.
Carol Brown	-Approved.
Jacqueline Edwards	-Approved.
Adam Tanera	-Approved.
Randolph Lashema	-Approved.
Kevin Clay	-Approved.
Lashonna Moore	-Approved.
Felicia Holliday	-Denied.
Teri Woodson	-Approved.
Priscilla Luellen	-Denied.
Robert Lucas	-Denied.
Ginger Handspur	-Approved.
Roshaundra Goodson	-Approved.
George Parfrey	-Approved.
Magaret Ward	-Approved.
Janice Anderson	-Approved. Denied.
Monique Broughton	-Denied.
Bonnie Mimeo	-Approved.
Jocelyn Blair	-Denied.
Casandra Mitchell	-Approved.
Mi Lee	-Denied for appellant's failure to appear.
Robert Adams	-Approved.
Mochelle James	-Denied.
Diane Hollins	-Remanded to township for further consideration and review.
Maleatha Heath	-Approved. Denied.
Quentin Campbell	-Denied for appellant's failure to appear.
Johnny Roland	-Denied.
Robert Young	-Denied.
Saul Johnson	-Denied for appellant's failure to appear.
Kwanzaa Guinn	-Approved.
Donte Moore	-Denied for appellant's failure to appear.
Adriance Spears	-Denied for appellant's failure to appear.
Beverly Whiteside	-Denied for appellant's failure to appear.
Yolanda Jiles	-Approved. Denied.
Cletilica Brady	-Approved. Remanded to township for further consideration and review.
Evonne Long	-Approved.
Rosalyn Peeler	-Approved.
Vierneivel Holman	-Approved.
Vickie Graham	-Approved.
Ivietta Power	-Remanded to township for further consideration and review.

Order#137 – Agenda #110

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, December 14, 2005.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, December 14, 2005 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 Clay, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order#138 – Agenda #111

In the Matter of Vendor Qualifications Affidavits.

DuPey made a motion, seconded by Clay, to approve and make a matter of public record the following Vendor Qualifications Affidavits. Motion passed 3-0.

NETECH CORPORATION
 STOPTECH, LTD
 TOTAL COMMUNICATIONS SERVICE, LLC
 TRINITY WORKPLACE LEARNING
 MORGAN MECHANICAL SYSTEMS, INC.
 MESSING, JACOB LCSW
 ACEVDO, MARK
 SMITH, ROBERT PHD
 PAPA JOHN
 PIZZA HUT
 NORTHWEST PROCEDURES & MEDICAL CENTER P.C.
 USA MUFFLER & BRAKES
 RODOS, J. JERRY

Order#139 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1270D.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Ordinance No. 1270D, Ordinance Establishing the Veterans Services Funds, A Non-Reverting Fund. Motion passed 3-0.

ORDINANCE NO. 1270D**ORDINANCE ESTABLISHING
THE VETERANS SERVICES FUNDS, A NON-REVERTING FUND**

WHEREAS, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and

WHEREAS, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and

WHEREAS, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and

WHEREAS, the County receives donations from individuals, corporations and other entities to aid, assist, give relief to and comfort the needy or disabled veterans or members of the armed forces and their dependents and the widows and orphans of deceased veterans; and

WHEREAS, the Lake County Council desires to create a fund for the deposit of donations to aid, assist, give relief to and comfort the needs or disabled veterans or members of the armed forces and their dependents and the widows and orphans of deceased veterans.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Veterans Services Fund is hereby established for the deposit of all donations collected for the aid, assistance, relief and comfort of needy or disabled veterans or members of the armed forces and their dependents and the widows and orphans of deceased veterans.
2. That pursuant to I.C. 36-2-5-2(b) the County Council shall appropriate all money paid out of the fund except as otherwise provided by law.

- 3. That any money remaining in the fund at the end of the year shall not revert to any other fund but continues in the Veterans Services Fund.

SO ORDAINED THIS 13 DAY OF December, 2005.

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

Ron Tabaczynski
 RON TABACZYNSKI

Larry Blanchard
 LARRY BLANCHARD

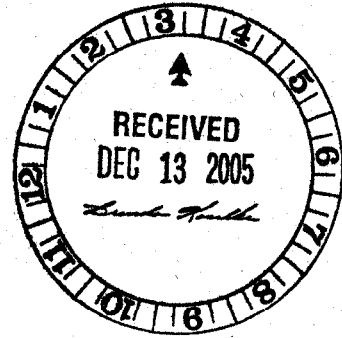
THOMAS O'DONNELL

Christine Cid
 CHRISTINE CID

Elsie Franklin
 ELSIE FRANKLIN

Donald Potrebic
 DONALD POTREBIC

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
 APPROVED THIS 14 DAY OF Dec 20 05

Order#140 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1258H-1.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Ordinance No. 1258H-1, Ordinance Amending the Ordinance Establishing Fees for Internet Access to Lake County Court Records, Ordinance No. 1258H. Motion passed 3-0.

ORDINANCE NO. 1258H-1

**ORDINANCE AMENDING THE ORDINANCE
ESTABLISHING FEES FOR INTERNET ACCESS TO
LAKE COUNTY COURT RECORDS, ORDINANCE NO. 1258H**

WHEREAS, pursuant to I.C. 36-2-3-2 and I.C. 36-2-3.5-3, the Lake County Council is the fiscal and legislative body of Lake County, Indiana; and

WHEREAS, pursuant to I.C. 36-2-3.5-5(3), the County fiscal body may by Ordinance establish fees for certain County services including internet access to Court records (internet access); and

WHEREAS, the Lake County Data Processing Agency has developed a website (website) for internet access to Lake County Court records; and

WHEREAS, on December 14, 2004, the Lake County Council adopted the Ordinance Establishing Fees for Internet Access to Lake County Court Records, Ordinance No. 1258H; and

WHEREAS, the Lake Circuit Court and Lake Superior Court Judges and the Division of State Court Administration has approved an amended fee schedule and additional fees for new services for internet access to the Lake County Court records and for payment of traffic citation charges; and

WHEREAS, Lake County Council desires to amend the Ordinance Establishing Fees for Internet Access to Lake County Court Records, Ordinance No. 1258H, to reflect the amended fee schedule and additional new fees.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

DELETE:

A. That the Lake County Council establishes the following fee schedule for services for internet access to Lake County Court records:

- | | | |
|----|---|--|
| 1. | Public access including name search, case number search, view chronological case summary, and view court calendar | No Charge |
| 2. | Public access to print name search, case number search, view chronological case summary, and view court calendar | \$.25 per page, subject to \$1.00 minimum charge |
| 3. | Attorney subscription to enhanced access | \$ 75.00 per year |
| 4. | News media reporter subscription to enhanced access | \$ 75.00 per year |
| 5. | Child support records request for each calendar year of support records provided | \$ 1.00 |

-
6. Title companies, credit agencies, and other commercial users:
- | | |
|---|------------------|
| a. Annual subscription fee (per location) | \$ 100.00 |
| b. File opening, review and print | \$ 1.00 per file |
| c. On line alerts | \$.10 per alert |
7. Lake County public agency access, for agency cases only
- No charge
- B. That the fees collected for internet access shall be deposited in the Website Maintenance Fund (fund), a non-reverting fund being used only for maintenance of the website, upgrades to the website for hardware, or uses related to the website.
- C. That appropriation from the fund shall be made by the Lake County Council, subject to State and Federal Law, and that monies remaining in the fund at the end of the calendar year shall not revert to the General Fund, but remain in the Website Maintenance Fund for use consistent with this Ordinance.

INSERT:

- A. That the Lake County Council establishes the following fee schedule for services for internet access to Lake County Court records:
- | | |
|--|---|
| 1. Public access including name search, case number search, view chronological case summary, and view court calendar | No Charge |
| 2. Public access to print name search, case number search, view chronological case summary, and view court calendar | \$.25 per page, subject to \$1.00 minimum charge |
| 3. Attorney subscription/registration fee to enhanced access | \$ 75.00 per year, plus the credit card company service fee and \$3.99 credit card user fee, if paid by credit card |
| 4. News media reporter subscription/registration fee to enhanced access | \$ 75.00 per year, plus the credit card company service fee and \$3.99 credit card user fee, if paid by credit card |
| 5. Child support records/history for each calendar year of support records/history requested | \$ 1.00, plus the credit card company service fee and \$ 1.49 credit |

card user fee, is paid
by credit card

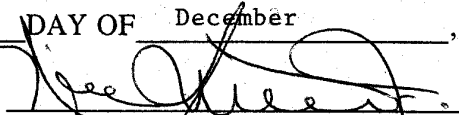
- 6. Title companies, credit agencies, and other commercial users:
 - a. Annual subscription fee (per location) \$ 100.00
 - b. File opening, review and print \$ 1.00 per file
 - c. On line alerts \$.10 per alert
- 7. Lake County public agency access, for agency cases only No charge

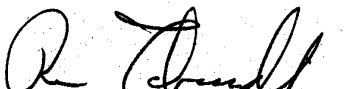
B. That the Lake County Council establishes the following fee schedule for payment of traffic citation charges paid through the Lake County Clerk's electronic system:

- 1. Traffic citation fine, court costs and related charges (charges) payment schedule:
 - a. Payment of traffic citation charges that total over \$25.00 \$ 5.00 per traffic citation
 - i. \$1.00 of the \$5.00 fee shall be deposited in the Lake County Web Maintenance Fund.
 - ii. \$4.00 of the \$5.00 fee shall be deposited in the Lake County Clerk's Record Perpetuation Fund.
 - b. Payment of traffic citation charges that total \$25.00 or less. \$ 2.00 per traffic citation
 - i. \$1.00 of the \$2.00 fee shall be deposited in the Lake County Web Maintenance Fund.
 - ii. \$1.00 of the \$2.00 fee shall be deposited in the Lake County Clerk's Record Perpetuation Fund.
- 2. Credit card user fees payment schedule when credit card is used to pay traffic citation charges:
 - a. Payment of traffic citation charges by credit card that total over \$250.00 The credit card company service fee & 2.75% of the total charges
 - b. Payment of traffic citation charges by credit card that total over \$25.00 but less than \$250.00 The credit card company service fee & \$3.99 credit card user fee
 - c. Payment of traffic citation charges by credit card that are \$25.00 or less The credit card company service fee & a credit card user fee of \$1.49

- C. That the fees collected pursuant to the fee schedules for internet access and for payment of traffic citation charges shall be deposited in the Website Maintenance Fund (fund), a non-reverting fund being used only for maintenance of the website, upgrades to the website for hardware, or uses related to the website.
- D. All credit card company service fees shall be collected by Link-2-GOV and shall be kept separate from all other fees and will not be processed through Lake County.
- E. That appropriation from the Website Maintenance Fund (Fund) shall be made by the Lake County Council, subject to State and Federal Law, and that monies remaining in the fund at the end of the calendar year shall not revert to the General Fund, but remain in the Website Maintenance Fund for use consistent with this Ordinance.

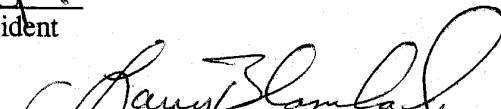
SO ORDAINED THIS 13 DAY OF December, 2005.


 WILL A. SMITH, JR., President

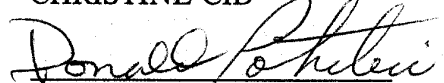

 RON TABACZYNSKI

THOMAS O'DONNELL

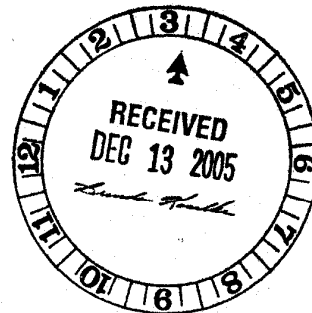

 ELSIE FRANKLIN

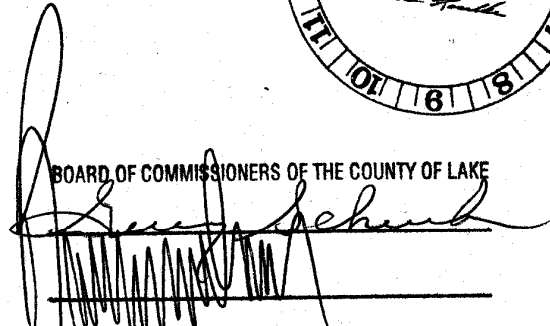

 LARRY BLANCHARD


 CHRISTINE CID


 DONALD POTREBIC

Members of the Lake County Council




 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 APPROVED THIS 14 DAY OF Dec 20 05

Order#141 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1270C.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Ordinance No. 1270C, Ordinance Establishing the Lake County Superior Court, County Division III, Alcohol and Drug Program/Monitoring Fee Fund. Motion passed 3-0.

ORDINANCE NO. 1270C

ORDINANCE ESTABLISHING THE LAKE COUNTY
SUPERIOR COURT, COUNTY DIVISION III,
ALCOHOL AND DRUG PROGRAM/MONITORING FEE FUND

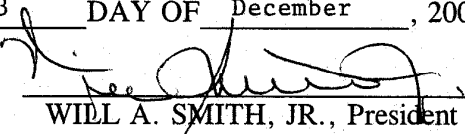
- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** pursuant to I.C. 12-23-14-1, et. seq., Lake Superior Court, County Division III may establish an alcohol and drug service program under the Court's operation or through a private contractor; and
- WHEREAS,** pursuant to I.C. 12-23-14-6, the program may provide referral, service coordination and case management services; and
- WHEREAS,** pursuant to I.C. 12-23-14-8, the program may not be established without approval of the Lake County Council, the Court's legislative and appropriating body; and
- WHEREAS,** pursuant to I.C. 12-23-14-16, the Court may establish a fee for service provided; and
- WHEREAS,** Lake Superior Court, County Division III, desires to establish a drug and alcohol service program, to provide referral, service coordination and case management services, with a fee of One Hundred (\$100.00) Dollars per case to be collected at the time of a defendant's sentencing and referral to an alcohol and drug program.

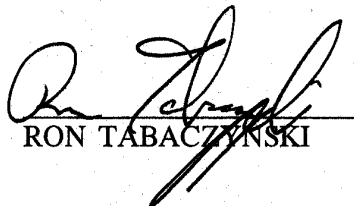
NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake Superior Court, County Division III Alcohol and Drug Program/Monitoring Fee Fund is hereby established for the deposit of all fees collected pursuant to I.C. 12-23-14-16, for the Court's Alcohol and Drug Services Program.

- 2. That a fee of One Hundred (\$100.00) Dollars per Defendant shall be collected at the time of sentencing and referral to an alcohol and drug program.
- 3. That pursuant to I.C. 36-2-5-2(b) the County Council shall appropriate all money to be paid out of the fund, except as otherwise provided by law.
- 4. That any money remaining in the Fund at the end of the year shall not revert to any other Fund but continues in the Lake Superior Court, County Division III Alcohol and Drug Program/Monitoring Fee Fund.

SO ORDAINED THIS 13 DAY OF December, 2005.


 WILL A. SMITH, JR., President


 RON TABACZYNSKI

THOMAS O'DONNELL


 ELSIE FRANKLIN

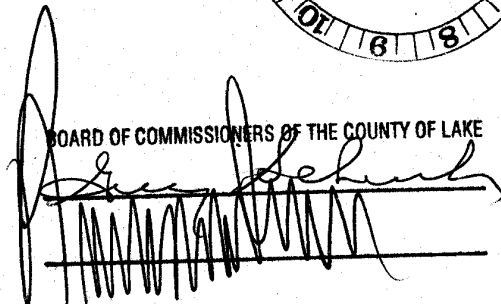

 LARRY BLANCHARD


 CHRISTINE CID


 DONALD POTREBIC

Members of the Lake County Council




 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 APPROVED THIS 14 DAY OF Dec 20 05

Order#142 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1270B.

Clay made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1270B, An Ordinance of the County Council of the County of Lake, Indiana, Authorizing the County of Lake, Indiana to Make Temporary Loans to Refinance Warrants Issued to meet Current Funding Expenses for the Use of Certain Funds. Motion passed 3-0.

ORDINANCE NO. 1270B

AN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, AUTHORIZING THE COUNTY OF LAKE, INDIANA TO MAKE TEMPORARY LOANS TO REFINANCE WARRANTS ISSUED TO MEET CURRENT RUNNING EXPENSES FOR THE USE OF CERTAIN FUNDS OF THE COUNTY AND CERTAIN DEPARTMENTS THEREOF; AUTHORIZING THE ISSUANCE AND EXCHANGE OF TEMPORARY LOAN TAX ANTICIPATION WARRANTS TO EVIDENCE SUCH LOANS; AND APPROPRIATING AND PLEDGING A SUFFICIENT AMOUNT OF THE REVENUES ANTICIPATED TO BE RECEIVED IN SUCH FUNDS TO THE PUNCTUAL PAYMENT OF SUCH WARRANTS INCLUDING THE INTEREST THEREON

WHEREAS, the County Council (the "County Council") of the County of Lake, Indiana (the "County") has determined that there will be an insufficient amount of money in each of the General Fund and Family and the Children's Services Fund of the County (or certain departments of the County) (collectively, the "Funds") to meet the respective current running expenses of the County or departments thereof payable from each of such Funds during the fiscal year ending on the last day of December 2005, and prior to the respective June and December settlements and distributions of taxes levied for each of such Funds; and

WHEREAS, the County Council has heretofore determined in Ordinance No. 1259A adopted on January 11, 2005, and in Ordinance No. 1264F adopted on June 13, 2005 (collectively, the "Prior Ordinances") that an emergency exists for the borrowing of money to pay the County's current running expenses, that temporary loans for the Funds for such purposes should be made, and that temporary loan tax anticipation warrants evidencing such loans should be issued and sold, subject to the terms and conditions set forth herein and in accordance with the provisions of Indiana law; and

WHEREAS, in order to provide funds to meet the County's current running expenses as aforesaid the County did issue (i) on February 24, 2005, its Temporary Loan Tax Anticipation

Time Warrants, Series 2005A in the aggregate principal amount of Forty-two Million Dollars (\$42,000,000) (the "Series 2005A Warrants"), and (ii) on August 10, 2005, its Temporary Loan Tax Anticipation Time Warrants, Series 2005B in the aggregate principal amount of Seventy-seven Million Dollars (\$77,000,000) (the "Series 2005B Warrants" and together with the Series 2005A Warrants, the "Prior Warrants"); and

WHEREAS, revenues anticipated to be received by the County to pay the Prior Warrants upon maturity on December 30, 2005, have not been received by the County; and

WHEREAS, the County is authorized by Indiana Code 5-1-5-2, 5-1-5-3, and 5-1-5-13 to issue and sell or exchange, on a negotiated basis, warrants to replace the Prior Warrants if there are no funds otherwise available to pay the Prior Warrants at maturity; and

WHEREAS, JPMorgan Chase Bank, N.A., as purchaser and owner of the Prior Warrants, has agreed to receive in exchange for the Prior Warrants, new replacement warrants upon such terms as shall be negotiated by the County consistent with the provisions of this Ordinance; and

WHEREAS, except for Prior Warrants, the County has no outstanding tax anticipation warrants payable from 2004 or 2005 tax or other revenues with respect to any of the Funds; and

WHEREAS, the County Council seeks to authorize the issuance of such temporary loan tax anticipation warrants with respect to each of the Funds and the exchange of such warrants for the Prior Warrants pursuant to the provisions of Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13, subject to and dependent upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, AS FOLLOWS:

SECTION 1. THE WARRANTS. It is hereby found and declared that an emergency exists for the borrowing of money with which to pay when due on December 30, 2005, the outstanding principal due on the Prior Warrants. For the purpose of providing warrants to be delivered in exchange for the Prior Warrants, there shall be issued temporary loan tax anticipation time warrants of the County designated "County of Lake, Indiana, Temporary Loan Tax Anticipation Warrants, Series 2005C" (the "Warrants"), in an aggregate principal amount not to exceed One Hundred Nineteen Million Dollars (\$119,000,000), subject to applicable law, issued pursuant to the provisions of Indiana Code 36-2-6-18, 5-1-5-2, 5-1-5-3, and 5-1-5-13, as in effect on the date of the issuance of the Warrants. A separate Warrant or Warrants shall be issued with respect to each of the Funds. The County is authorized to issue Warrants from the following Funds in combined amounts not exceeding the following with respect to each of the Funds, subject to applicable law:

<u>Fund</u>	<u>Maximum Principal Amount</u>
General Fund	\$70,000,000
Family and Children's Services Fund	49,000,000

The Warrants shall be dated as of the respective dates of delivery thereof and shall be payable in lawful money of the United States of America upon presentation at the office of the Treasurer of the County or at such other place as shall be agreed to by the purchaser and the County. The County is authorized to make payments of principal and interest on the Warrants by paying the amount due from funds that are available for immediate transfer or investment on or before 12:00 noon on the due date to the purchaser of the Warrants

The Warrants shall mature not later than June 30, 2006. The final maturity date and final aggregate principal amount of the Warrants shall be set forth in a certificate executed by the Treasurer of the County prior to the sale of the Warrants. The Warrants shall bear interest prior to maturity at a rate or rates not exceeding six percent (6.0%) per annum. Interest on the Warrants shall be calculated on the basis of a three hundred sixty-five (365)-day year.

It is hereby determined that it is in the best interests of the County to negotiate an interest rate with JPMorgan Chase Bank, N.A., and to exchange the Warrants for the Prior Warrants held by JPMorgan Chase Bank, N.A.

The Warrants shall be issued in denominations of One Hundred Thousand Dollars (\$100,000) or integral multiples of One Thousand Dollars (\$1,000) in excess thereof (*e.g.*, \$100,000, or \$101,000, or \$102,000, etc.). The Warrants shall be numbered from 05RC-1 upwards. The Warrants shall be issued in the maximum combined principal amount of One Hundred Nineteen Million Dollars (\$119,000,000), subject to applicable law, with the Warrants issued with respect to each of the Funds issued up to or less than the maximum principal amount established for each such Fund as set forth in the table above, subject to applicable law.

SECTION 2. INCORPORATION OF PROVISIONS OF THE PRIOR ORDINANCES. Provisions of the Prior Ordinances relating to (i) security for the Warrants, prepayment of the Warrants, execution of the Warrants and the form of the Warrants are hereby incorporated by reference and shall be effective with respect to the Warrants as though set forth in full herein. Specifically, the form of Warrant shall be as set forth in the Prior Ordinances with such modifications as shall be necessitated to conform to the warrant exchange transaction authorized herein.

SECTION 3. ISSUANCE AND DELIVERY OF WARRANTS. The Auditor of the County is hereby authorized and directed to have the Warrants prepared, and the County Commissioners and the Auditor of the County are hereby authorized and directed to execute or to cause the execution of the Warrants in the form and manner herein provided, as conclusively evidenced by their execution thereof.

The Warrants shall be issued in exchange for the Prior Warrants. The Auditor, on behalf of the County, is authorized and directed to have the Warrants prepared in the form herein provided.

Upon the negotiation with JPMorgan Chase Bank, N.A. to determine the interest rate on the Warrants, the proper officers of the County are hereby authorized and directed to execute the Warrants in the form herein provided and to deliver the Warrants when so executed in exchange for the Prior Warrants.

SECTION 4. FURTHER ACTIONS. The County Commissioners and the Auditor of the County are hereby authorized and directed to make such filings and requests, deliver such certifications, execute and deliver such documents and instruments, and otherwise take such actions as are necessary or appropriate to carry out the terms and conditions of this Ordinance and the actions authorized hereby and thereby.

SECTION 5. TAX COVENANTS. The County hereby covenants that the County and its officers shall not take any action or fail to take any action with respect to the proceeds of any of the Warrants or any investment earnings thereon that would result in constituting any of the Warrants as "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and any and all final or proposed regulations or rulings applicable thereto, or which would otherwise cause the interest on any of the Warrants to cease to be excludable from gross

income for purposes of federal income taxation; and the Auditor of the County and all other appropriate officers of the County are hereby authorized and directed to take any and all actions and to make and deliver any and all reports, filings and certifications as may be necessary or appropriate to evidence, establish or ensure such continuing exclusion of the interest on the Warrants.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after the time it has been adopted by the County Council.

SECTION 7. REPEAL OF CONFLICTING ORDINANCES. All resolutions and ordinances in conflict herewith are, to extent of such conflict, hereby repealed. To the extent not in conflict herewith, the Prior Ordinances are expressly ratified and confirmed.

* * * * *

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE,
LAKE COUNTY, INDIANA, THIS 14TH DAY OF DECEMBER, 2005.

RON TABACZYNSKI

Elsie Franklin

ELSIE FRANKLIN

Will A. Smith, Jr.

WILL A. SMITH, JR.

Thomas O'Donnell

THOMAS O'DONNELL

Christine CID

CHRISTINE CID

Donald Potrebic

DONALD POTREBIC

LARRY BLANCHARD

ATTEST:

Peggy Young Katona

PEGGY YOUNG KATONA, AUDITOR



[Signature]

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 14 DAY OF Dec 2005

Order#143 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-98.

Clay made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 05-98, Resolution of the Lake County Council Preliminary Determining to Issue Bonds of Lake County, Indiana. Motion passed 3-0.

RESOLUTION NO. 05-98RESOLUTION OF THE LAKE COUNTY COUNCIL PRELIMINARILY
DETERMINING TO ISSUE BONDS OF LAKE COUNTY, INDIANA

WHEREAS, the Lake County Council (the "County Council") has examined the Court Orders relating to the judgments set forth on Exhibit A hereto which is incorporated herein as if set forth herein which require the Lake County, Indiana (the "County") to pay judgments in the amounts as set forth on such Exhibit A (collectively, the "Judgments") and has established the principal amount of the Judgments and estimated the maximum court costs relating to the Judgments and any other costs permitted under IC 5-1-8-1 and IC 5-1-14-6, including the costs of issuance of bonds on account thereof; and

WHEREAS, the payment of the aforementioned Judgments is an exercise of the powers of the County, is necessary, and will be to the general benefit of the County and its citizens; and

WHEREAS, the County does not have sufficient funds available or provided in the existing budgets or tax levies which may be applied to the payment of the Judgments including expenses incidental thereto, making it necessary to authorize the issuance of judgment funding bonds of the County in a principal amount not to exceed five million Dollars (\$5,000,000).

NOW, THEREFORE, be it resolved by the Lake County Council as follows:

1. For the purpose of satisfying the Judgments, including the payment of the judgment amounts and all costs incidental thereto, including the expenses of issuing bonds or notes to finance the payment of the Judgments, it is hereby determined to be necessary that the County issue bonds in a principal amount not to exceed five million Dollars (\$5,000,000) at a rate of interest not to exceed eight percent (8%) per annum and maturing no later than December 31, 2011, with the definitive terms and conditions of such bonds to be established by an ordinance to be adopted by the County Council.

2. This Resolution shall constitute a determination to issue such series of judgment funding bonds and to apply the proceeds thereof to the payment of the Judgments, together with the payment of all costs incidental thereto, including the cost of issuing such bonds on account thereof.

3. As expeditiously as possible after the adoption of this Resolution, the County Auditor shall give notice of the determination to issue the bonds. Such notice shall be published once each week for two weeks in two newspapers of general circulation published in the County, and shall also be posted in three public places in the County, as provided by Indiana Code 6-1.1-20-5.

In the event an objecting petition or petitions are filed by taxpayers under the provisions of Indiana Code 6-1.1-20-5, then no further steps toward the issuance of the bonds shall be taken

unless and until the Indiana Department of Local Government Finance shall issue its order approving the issuance of such bonds. In the event it shall be determined by the Indiana Department of Local Government Finance that the whole amount of the bonds herein authorized shall not be issued, then the County Auditor shall be authorized to sell a lesser amount of bonds.

4. The Auditor of Lake County is hereby authorized and directed to schedule a public hearing on the question of appropriating the proceeds of the bonds for the purposes determined by and set forth in this Resolution which hearing shall be held at a meeting of this County Council, and the Auditor is further authorized and directed to publish notice of such hearing at the time and in the manner provided by law, including without limitation, the provisions of Indiana Code 6-1.1-18-5.

5. The County hereby directs the Auditor to file this Resolution in the records of the County and to keep a copy of this Resolution available for inspection by the public.

ADOPTED AND APPROVED this 13th day of December, 2005.

LAKE COUNTY COUNCIL

Christine Lee

Elsie Franklin

Ray Blanton

Ken Brown

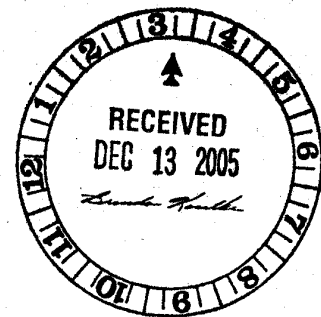
Donald Pollock

Ken [unclear]

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
APPROVED THIS 14 DAY OF Dec 20 05

ATTEST:

[Signature]
Lake County Auditor



Order#144 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-97.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Resolution No. 05-97, Resolution Honoring Lowell High School's Football Team. Motion passed 3-0.

RESOLUTION NO. 05-97

RESOLUTION HONORING LOWELL HIGH SCHOOL'S FOOTBALL TEAM

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

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

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

WHEREAS, the Lowell High School Football Team captured the Class 4A State Championship with a victory over three-time defending State champions Roncalli.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Lowell High School Football Team, the 2005 Indiana State Football Division 4A and champions always for Lake County; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Lowell High School Football Team.

Champions
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
APPROVED THIS 14 DAY OF Dec 2005

DATED THIS 13th day of December, 2005.

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

[Signature]
RON TABACZYNSKI

[Signature]
THOMAS O'DONNELL

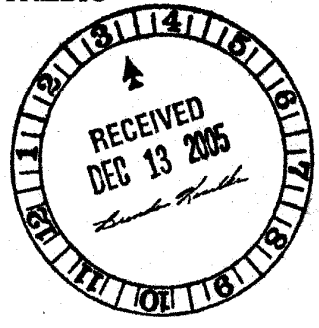
[Signature]
ELSIE FRANKLIN

[Signature]
LARRY BLANCHARD

[Signature]
CHRISTINE CID

[Signature]
DONALD POTREBIC

Members of the Lake County Council



Order#145 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Ordinance No. 1270A.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Ordinance No. 1270A, Ordinance Establishing Lake County Part-time Employees Pay Rate Ordinance for 2006. Motion passed 3-0.

ORDINANCE NO. 1270A

LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2006

WHEREAS, Lake County employs individuals on a part-time basis in order to provide services to the citizens of Lake County and State of Indiana; and

WHEREAS, the Lake County Council desires to establish a schedule of payment for Lake County part-time employees;

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

SECTION I. A part-time employee is a person who works a portion of the regular daily or monthly schedule, or is not assigned to fill a permanent position created by the Lake County Council, or State or Federal Law.

SECTION II. All part-time employees not covered by the following list shall be paid a minimum rate of \$5.15 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a minimum rate of \$5.15 per hour, not to exceed a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals.

SECTION III. Notwithstanding Section II, the following apply for part-time and hourly named people, at the discretion of the officeholders:

1. Surveyor (part-time) . \$15.00/hr.
2. North, Calumet and St. John Twp. Assessor, Auditor positions 25.00/hr.
3. St. John Twp. Ass'r. (plat book engr.) 30.00/hr.
4. Juvenile Ct. (registered nurse) 9.00/hr.
5. Ass't Attys. on contract with the Lake County Council, Lake County Board of Commissioners, Superior or County Courts, or any other dept. of County Government (This section does not apply to salaried attorneys hired under a position established by the Lake County Council, or attorneys who contract at a different rate

- approved by the Lake County Council and the Lake County Board of Commissioners).
6. Co. employed Medical Doctors & Dentists 90.00/hr.
75.00/hr.
7. Prosecutor's Office:
- a. Deputy Prosecutors 6.00 - 20.00/hr.
 - b. Adult Protective Services Invest. 6.00 - 12.00/hr.
 - c. Semi-prof. law clerks, paralegals,
all other investigators 5.50--10.00/hr.
 - d. Secretary 5.15--10.00/hr.
 - e. Administrative Personnel 10.00--15.00/hr.
8. Health Dept.
a. Clerk 10.00--12.75/hr.
9. Parks & Rec.
a. Skilled craft: 5.15 - 14.00/hr.
at .15 cent increments
- Painter
 - Mechanic
 - Equipment Operator
 - Carpenter
 - Groundskeeper
 - Electrician
- b. Technical: 5.15 - 14.00/hr.
at .15 cent increments
- Bookkeeper
 - Interpretive Educator
 - CAD Operator
 - Computer Operator/Programmer
 - Concession Manager
 - Merchandise Manager
 - Lifeguard
- c. Security:
Off Duty Police Officers 16.00 - 25.00/hr.
- d. Professional:
Assistant Manager 5.15 - 14.00/hr.
Landscape Architect at .15 cent increments
Planner
10. Election Board
Clerk 10.50/hr.
Seasonal Voting Machine Mechanics 5.50 - 10.00/hr.
11. Co. Ass'r (Board of Appeals) 12.00/hr.
12. Weights & Measures Dept.
County Inspector 12.00/hr.
Secretary & Technicians 8.00 - 9.50/hr.
Administrative Assistant 10.46/hr.
13. Part-time Psychologist for LC Juvenile
Center (maximum 9 hrs. per week) 40.43/hr.
14. Part-time positions for reassessment duties:
- Data Entry Personnel 6.00 - 10.00/hr.
 - Field Personnel 6.00 - 10.00/hr.
 - Supervisor/Coordinator 9.00 - 13.00/hr.
 - Project Director (Calumet & North
Twp. only) 13.00 - 15.00/hr.
15. Part-time Instrument Chemist for LC
Health Dept. 13.50/hr.

16.	Lake Superior Court, County Div. 3		
	a. Probation monitor		10.00/hr.
	b. Court Reporter		10.00/hr.
	c. Bailiff Fund 208		10.00/hr.
	d. Secretary/receptionist		10.50/hr.
17.	Part-time Secretary for LC Council	5.15	- 11.50/hr.
18.	Coroner, Chief Inspector		10.00/hr.
19.	Lake County Community Development (Weatherization Program)		
	Work Crew	6.00	- 10.00/hr.
	Management, Carpenter	10.00	- 16.00/hr.
20.	Superior Court of Lake County, Civil Division		
	Resource Director		Up to a maximum of \$15.00/hr.
	Court Reporter		Up to a maximum of \$15.00/hr.
	Secretary/Office Manager		Up to a maximum of \$15.00/hr.
	Bailiff		Up to a maximum of \$15.00/hr.
	Law Clerks		12.00/hr.
21.	Juvenile Court/CASA Technicians		10.00/hr.
22.	Lake County Emergency Management Coordinator/Project Impact Grant		10.00/hr.
23.	Public Defender's Office Law Clerks		12.00/hr.
24.	Lake Circuit Court Care Provider		10.00/hr.
	Law Clerks		12.00/hr.
25.	Board of Commissioners		
	a. Comm.'s assistant for Commissioner Real Estate Tax Sales		10.50/hr.
26.	Lake County Sheriff's Department Bookkeeper		12.00-15.00/hr.
27.	Lake County Public Works Dept. Sign Technician		10/79/hr.
28.	Lake County Recorder Deputy Recorders		10.00-15.00/hr.
29.	Superior Court of Lake County, County Division, Room No. 2. Clerk		10.00/hr.
30.	Superior Court of Lake County, Criminal Division Probation Officer		10.00/hr.
31.	Lake County Fairgrounds Maintenance Employees		8.50/hr.
32.	Center Township Assessor Real Estate Deputy		10.00/hr.
33.	Lake County Highway Dept. Administrative Personnel		10.00-12.50/hr.

SECTION IV. A. In the event any part-time employee of
Lake County, Indiana, cannot continue a work

assignment due to weather conditions, the employee shall be relieved from the assignment for the balance of the work day and be paid only for the actual time incurred working on the assignment.

- B. In the event any part-time employee of Lake County, Indiana, reports for work and is unable to begin work due to weather conditions the employee shall be relieved for the work day, and be paid for two hours.

SO ORDAINED this 13 day of December, 2005.

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

Ron Tabaczewski
 RON TABACZEWSKI

Thomas O'Donnell
 THOMAS O'DONNELL

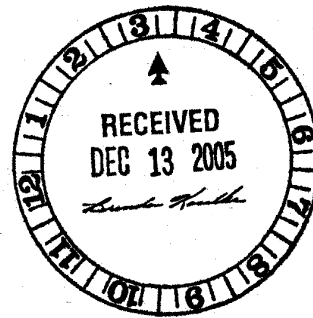
Elsie Franklin
 ELSIE FRANKLIN

Larry Blanchard
 LARRY BLANCHARD

Christine Cid
 CHRISTINE CID

Donald Potrebic
 DONALD POTREBIC

Members of the Lake County Council



[Signature]
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 APPROVED THIS 14 DAY OF Dec 20 05

Order#146 – Agenda #112

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-97.

DuPey made a motion, seconded by Clay, to approve the L.C. Council Resolution No. 05-97, Resolution Honoring Lowell High School's Football Team. Motion passed 3-0.

RESOLUTION NO. 05-97

**RESOLUTION HONORING LOWELL
HIGH SCHOOL'S FOOTBALL TEAM**

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

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

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

WHEREAS, the Lowell High School Football Team captured the Class 4A State Championship with a victory over three-time defending State champions Roncalli.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the students, teachers, coaches and trainers but most particularly to the young men of the Lowell High School Football Team, the 2005 Indiana State Football Division 4A and champions always for Lake County, that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Lowell High School Football Team.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

DATED THIS 13th day of December, 2005.

APPROVED THIS 14 DAY OF Dec 20 05

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

[Signature]
RON TABACZYNSKI

[Signature]
THOMAS O'DONNELL

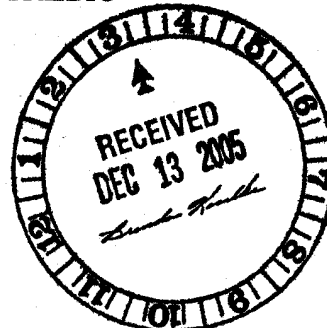
[Signature]
ELSIE FRANKLIN

[Signature]
LARRY BLANCHARD

[Signature]
CHRISTINE CID

[Signature]
DONALD POTREBIC

Members of the Lake County Council



Order#147 – Agenda #113A

In the Matter of Appointments – Lake County Redevelopment Commission.

DuPey made a motion, seconded by Clay, to appoint Mark Purevich to the Lake County Redevelopment Commission. Motion passed 3-0.

DuPey made a motion, seconded by Clay, to reappoint Frances DuPey, John Brezik, Joe Krnich, and Donald Potrebic to the Lake County Redevelopment Commission. Motion passed 3-0.

Order#148 – Agenda #113C

In the Matter of Appointments – Certificate of Appointment from the Little Calumet River Basin Commission Appointment made on November 16, 2005.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the Certificate of Appointment from the Little Calumet River Basin Commission Appointment made on November 16, 2005. Motion passed 3-0.

Order#149

In the Matter of Appointments – Tourism Board.

Scheub made a motion, seconded by DuPey, to appoint Pat Wolter to the Tourism Board. Motion passed 3-0.

Order#150 – Agenda #114A

In the Matter of Clerk's Branches Report for the months of May, June, July, August, September, and October, 2005.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of May, June, July, August, September, and October, 2005. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

DuPey made a motion, seconded by Clay, to accept the above Clerk's Branches Reports of May, June, July, August, September, and October, 2005 as submitted. Motion passed 3-0.

Order#151 – Agenda #98

In the Matter of Seek Proposals for the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana to be returned by Wednesday, January 18, 2006 by 9:30 a.m.

Scheub made a motion, seconded by DuPey, to approve Malinowski Consulting to keep the 2006 Contract for the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana. Motion passed 3-0.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for 2005 the Development of a Cost Allocation Plan to obtain Cost Reimbursements from the Federal Government and the State of Indiana from the following vendors, and ordered same to be returned by December 28, 2005 by 9:30 a.m. Motion passed 3-0.

MAXIMUS, INC.

MALINOWSKI CONSULTING

Order#152 – Agenda #54

In the Matter of L.C. Data Processing – Professional Services Agreement with Manatron, Inc. for Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00.

DuPey made a motion, seconded by Clay, to reconsider the Professional Services Agreement between the L.C. Data Processing and Manatron, Inc. for Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00. Motion passed 2-1, Commissioner Scheub abstain.

DuPey made a motion, seconded by Clay, to approve the Professional Services Agreement between the L.C. Data Processing and Manatron, Inc. for Scanning of the Lake County Auditor's Property Record Cards in the amount of \$245,000.00. Motion passed 2-1, Commissioner Scheub against.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 14 day of Dec, 2005, between **Manatron, Inc.** (hereinafter referred to as Manatron), and Lake County, Indiana, (hereinafter referred to as **County**),

WHEREAS, County presently licenses software products for tax billing and assessment purposes from Manatron; and

WHEREAS, County presently desires to retain Manatron for additional professional services, described below in Exhibit A; and

WHEREAS, County has sufficient funding for such services by Manatron;

NOW, THEREFORE, the parties agree as follows:

1. WORK TO BE PERFORMED

Manatron and its subcontractor(s), if any, will perform such on and off-site professional services as provided for in Manatron's Response, attached hereto as Exhibit A. This scope of work is limited in scope to what is contained in Exhibit A, as the services in question are being provided for on a fixed fee basis. Any request by the County to deviate from the Response shall be in writing, and shall be considered a change order. Discretion as to any compensation required for any change controls resides solely with Manatron.

2. CONSULTING COMPENSATION

See Exhibit A for compensation schedule.

3. TERM

This Agreement shall commence on December 15, 2005 and end on March 30, 2006.

This Agreement may be extended for an indefinite length of time by mutual written agreement of County and Manatron.

4. STATUS

- A. The status of Manatron is that of an independent contractor. County will have no right or power to restrict Manatron entering into any contracts. Manatron and Manatron employees shall have no right to participate in any benefits of any kind or nature given to employees of County. Manatron has full independence in exercising judgment as to the time, place, and manner of performing the services needed by County, so long as the professional services are carried out in accordance with the Response.
- B. Manatron performs consulting services for other entities as part of its normal business activities, and will continue to do so during the term of this Agreement. As such, the nature of the services is non-exclusive. Furthermore, Manatron agrees hereunder that it will provide the services, and this contract shall not be assigned to a third-party without the written consent of the County.
- C. Manatron represents that it is a formal business entity and satisfies all applicable federal, state, and local laws, ordinances, orders, rules, and regulations, including applicable Equal Employment Opportunity and Affirmative Action obligations under E.O. 11246, the Vietnam Era Veterans' Readjustment Assistance Act, Section 503 of the Rehabilitation Act of 1973, and their implementing regulations.

5. CONFIDENTIAL INFORMATION AND TRADE SECRETS

- A. County acknowledges that Manatron is engaged in a specialized service and that County has been, and will continue to be, provided with access to secret methods and technical and non-technical information related to Manatron's business which Manatron considers to be confidential information and/or trade secrets and, as such, a valuable part of Manatron's assets.
- B. County agrees that it will not at any time during or subsequent to the performance of services Manatron provides hereunder, directly or indirectly, use, disseminate, or otherwise disclose to any person, firm, or corporation, any confidential information or trade secret without the prior written consent of Manatron. Upon termination of this Agreement, County will deliver to Manatron all documents, records, notebooks, and similar registers containing confidential information that shall be then in possession of County, whether prepared by County or by others.
- C. All work produced in the course of the performance of services hereunder is the property of Manatron, except for that which is of a general/multiple industry utility. Manatron property hereunder shall include all inventions, improvements, innovations, software, and developments, whether patentable or not. All works of authorship that County or Manatron create, solely or jointly with others, that are in any way related to the professional services provided hereunder, or to any CAMA and/or Property Tax services performed under the Master Agreement between the County and Manatron shall be to Manatron. County shall promptly sign all assignments and other documents that Manatron requests, to convey the exclusive ownership of all inventions, improvements, innovations, software, and copyrights to Manatron.
- D. County acknowledges that if there is an actual or threatened breach of this Section 5 by County, Manatron's remedies at law are inadequate; therefore, County agrees that Manatron shall have the right to specific performance or injunctive relief, or both, in addition to all other rights and remedies.

6. WARRANTIES

- A. In the performance of its services to the County, Manatron represents that it will provide the same levels of insurance coverage as it has provided under the terms of the Master Agreement with the County. Manatron further represents that it will not use any subcontractors or other third-party labor under this Agreement who are not bonded and fully insured.
- B. Manatron warrants that any services provided hereunder by Manatron alone will be provided in a workmanlike and competent manner.
- C. Other than the warranties provided above, Manatron is provided no other warranties express, implied, for fitness for purpose, or any other reason for the professional services provided under the terms of this Agreement. This shall include services provided by any subcontractors or third-parties.

8. INDEMNITY

Manatron assumes no liability for the work-product produced by the professional services provided hereunder. County assumes all liability for data quality and correctness of the files to be entered into the Manatron system, and agrees to indemnify Manatron against any and all claims relating to the quality and/or correctness of the data being imputed under the work described in Exhibit A.

9. MISCELLANEOUS

- A. In the performance of services for County, Manatron and any of its subcontractors or other necessary third-parties will be allowed to utilize certain office facilities of the County when necessary. Manatron agrees that it will work with the County to ensure that any access is granted in accordance with the County's scheduling needs.

- B. County's obligations under this Agreement inure to the benefit of Manatron, its successors and assigns, and shall be binding upon the County's successors, assigns, heirs, executors, administrators, and/or other legal representatives.
- C. This Agreement is and shall be construed to be, indivisible and severable with the result that if any provision or provisions hereof, shall at any time be declared invalid or unenforceable by competent judicial authority, such declaration shall not impair the other provisions hereof but the same shall remain valid and enforceable and each party hereto shall be bound by the terms of this Agreement.
- D. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse from any different or subsequent breach.
- E. This Agreement, which shall be construed by the Laws of the State of Indiana, may not be changed or modified except in writing and signed by both parties. Both parties acknowledge the existence of other Agreements between the parties. Nothing in this Agreement shall invalidate any provisions of those other Agreements, and in the event of a conflict between them, this document shall take precedence in regards to the professional service provided hereunder.

Manatron, Inc.
 By: [Signature]
 Authorized Representative
 Date: 1/28/05

County
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 By: [Signature]
 Authorized Representative
 Date: APPROVED THIS 14 DAY OF Dec 20 05

Order#153

In the Matter of Quality of Life Council.

DuPey made a motion, seconded by Scheub, to approve to appoint John Dull to represent them to his group made of John Dull, Jim Bennett, and Dante Rondelli who wants to evaluate them and make them perform better and their looking forward to working with them because Commissioner DuPey think they can help them effectively. She stands by the fact that the Commissioners have done the best job they can possibly do here. Motion passed 3-0.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, January 18, 2006 at 10:00 A.M.

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

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

RUDOLPH CLAY

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR