

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 15th day of November, 2005 at about 12:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 15th day of November, 2005 at about 12:30 p.m.

Order#1 – Agenda #5A

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

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

Order#2 – Agenda #5B

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

DuPey made a motion, seconded by Clay, to approve the Additions – Item #24A – Proposals for Plumbing Upgrades at the Lowell Highway Garage to be opened; Item#47A – Service Agreement between Cenifax Management Services, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the Preparation for the Web Project on the Lake County Production Support and Portal Requirements in an amount not to exceed \$20,051.00. Deletions – Item #73 – Consulting Contract between John J. Schaefer, CPA and the Board of Commissioners of the county of Lake for work with regard to the Hermits Lake Sewage Operation for the period of January 1, 2005 to December 31, 2005 in an amount not to exceed \$10,000.00 at the rate of \$85.00 per hour. 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 – Agenda #64A

In the Matter of Asbestos Abatement: Consulting Contract Amendment with Amereco, Inc. for an additional \$15,000.00.

DuPey made a motion, seconded by Clay, to approve the Contract between the Board of Commissioners of the County of Lake and Amereco, Inc. for an additional \$15,000.00. Motion passed 3-0.

CONSULTING CONTRACT

This is an Amendment to the Agreement entered into between Amereco, Inc. and the Board of Commissioners of the County of Lake on the 24th day of January, 2005 for Consulting Services with regard to Case No. 92-57, Consulting Engineering Service to include but not limited to design, oversight, air monitoring and project management for asbestos related concerns.

The contract is amended as follows: This is for an additional Fifteen Thousand Dollars (\$15,000.00) at the rate of \$65.00 per hour.

Approved this 16th day of November, 2005

Board of Commissioners
Of the County of Lake

Amereco, Inc.
John Blosky,

Rudolph Clay
Frances DuPey

Attested: Peggy Katona, Lake County Auditor

Order#6 – Agenda #64B

In the Matter of Asbestos Abatement – Polet Construction Proposal No. 0114 in the amount of \$19,400.00 for miscellaneous work at the Gary Courthouse IV-D Offices.

DuPey made a motion, seconded by Clay, to approve the Polet Construction Proposal No. 0114 in the amount of \$19,400.00 for miscellaneous work at the Gary Courthouse IV-D Offices. Motion passed 3-0.

Order#7 – Agenda #14

In the Matter of L.C. Highway – Request for permission to purchase Two (2) 2006 2500 Series ¾ Ton Crew Cab Pick-Up Trucks in the amount of \$20,833.00 each utilizing the Procurement Division, Quantity Purchase Agreement with the State of Indiana.

Clay made a motion, seconded by DuPey, to approve the L.C. Highway's request for permission to purchase Two (2) 2006 2500 Series ¾ Ton Crew Cab Pick-Up Trucks in the amount of \$20,833.00 each utilizing the Procurement Division, Quantity Purchase Agreement with the State of Indiana. Motion passed 3-0.

Order#8 – Agenda #15

In the Matter of L.C. Highway: Order of Petition Finding of Fact – Posting of Stop Signs at Elkhart Street (North and Southbound) to stop for East 142nd Place.

Scheub made a motion, seconded by Clay, to deny the L.C. Highway's Order of Petition Finding of Fact – Posting of Stop Signs at Elkhart Street (North and Southbound) to stop for East 142nd Place. Motion passed 3-0.

Order#9 – Agenda #16

In the Matter of L.C. Highway: Order of Petition Finding of Fact – Post of a 30 M.P.H. Limit Sign at Hancock Street from East 145th Avenue to East 157th Avenue.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Order of Petition Finding of Fact – Post of a 30 M.P.H. Limit Sign at Hancock Street from East 145th Avenue to East 157th Avenue. Motion passed 3-0.

Order#10 – Agenda #17

In the Matter of L.C. Highway – Market Estimates for Lake County Bridge #109, Colfax Street over Singleton Ditch.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Market Estimates for Lake County Bridge #109, Colfax Street over Singleton Ditch. Motion passed 3-0.

Order#11 – Agenda #18

In the Matter of L.C. Highway – County Utility Agreement with Verizon North, Inc.

DuPey made a motion, seconded by Clay, to approve the County Utility Agreement between the L.C. Highway Department and Verizon North, Inc. Motion passed 3-0.

- BOZINOVSKA
219 942-6446

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 _____

Verizon to bore County Line Road to replace telephone service Wire (3-pair) to house at 355 North County Line Road.
located at _____,

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 [Signature]
 Applicant or Authorized Representative
 Jeffrey L. McCord, Section Mgr.-OSPE
 Date of Signature 9-27-05

[Signature]
 BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA
 Member 11/16/05

Recommended for Approval by:

[Signature]
 Lake County Highway Department

[Signature]
 Member 11/16/05

[Signature] 10-11-2005
 Lake County Highway Department

Member

ATTEST: [Signature]
 Lake County Auditor

Order#12 – Agenda #19

In the Matter of L.C. Highway: Road Cut Permit – Superior Environmental Remediation Co., Inc. – Cut road from northeast corner of property at 1315 N. Main St., Crown Point, IN to the western most portion of median of I-55 aka Main Street for purpose of trenching to install remediation system under the guidance of I.D.E.M.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Road Cut Permit – Superior Environmental Remediation Co., Inc. – Cut road from northeast corner of property at 1315 N. Main St., Crown Point, IN to the western most portion of median of I-55 aka Main Street for purpose of trenching to install remediation system under the guidance of I.D.E.M. Motion passed 3-0.

Order#13 – Agenda #20

In the Matter of L.C. Highway: Road Cut Permit – Dewes Excavating on behalf of Williamsburg Homes, Inc. – Location Lot 5 Block 51 Dalecarlia Blocks 15807 Hill Top Drive.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway's Road Cut Permit – Dewes Excavating on behalf of Williamsburg Homes, Inc. – Location Lot 5 Block 51 Dalecarlia Blocks 15807 Hill Top Drive. Motion passed 3-0.

Order#14 – Agenda #21

In the Matter of L.C. Highway – County Utility Agreement with SBC Midwest for buried telephone facilities Project #5352102, Belshaw Road and Austin Avenue, West Creek Township at NW ¼ Section 3 T32N, R9W.

DuPey made a motion, seconded by Clay, to approve the County Utility Agreement between the L.C. Highway and SBC Midwest for buried telephone facilities Project #5352102, Belshaw Road and Austin Avenue, West Creek Township at NW ¼ Section 3 T32N, R9W. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

**SBC Midwest
302 S. East St.
Crown Point, IN 46307**

**Engineer: Debbie Finney
Number: 219-662-4405**

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

buried telephone facilities; re: Project #5352102

located at Belshaw Rd and Austin Ave., in West Creek township at NW 1/4 Section 3 T32N, R9W

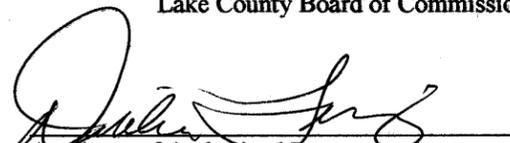
is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for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

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

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

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

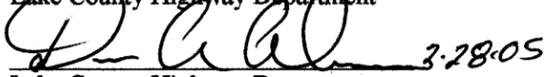
4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable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

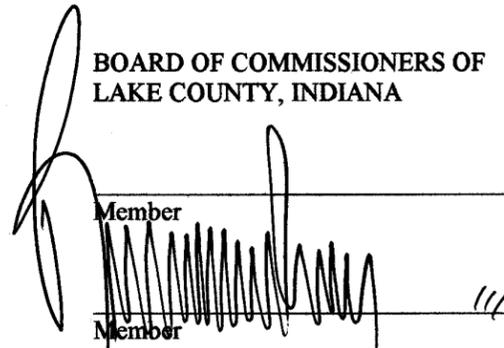
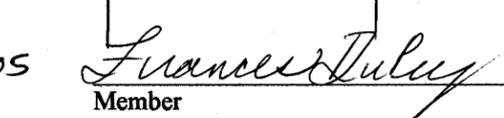

 Applicant of Authorized Representative
 Date of Signature 3/17/05

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

Recommended for Approval by:


 Lake County Highway Department


 Lake County Highway Department


 Member

 Member

11/16/05

ATTEST: 
 Lake County Auditor

Order#15 – Agenda #22 A-G

In the Matter of L.C. Highway – Certificates of Liability Insurance for Sunset Transportation, Inc., The Airmarking Co., Inc., Superior Environmental Remediation, Inc., Verizon North, Inc., T.J. Lambrecht Construction, Inc., Dewes Excavating, Inc., Quality Crane Service, Inc.

DuPey made a motion, seconded by Clay, to accept and make a matter of public the L.C. Highway's Certificates of Liability Insurance for Sunset Transportation, Inc., The Airmarking Co., Inc., Superior Environmental Remediation, Inc., Verizon North, Inc., T.J. Lambrecht Construction, Inc., Dewes Excavating, Inc., Quality Crane Service, Inc. Motion passed 3-0.

Order#16 – Agenda #23

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

Comes now, Phil Winter, Utility Highway Affairs Manager of NIPSCO, and files with the Board an application for a permit to:

43605-3 Install a 4" plastic gas main approximately 15' from the centerline to the east side of Parrish and 15' from the centerline to the north side of 151st.

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#17 – Agenda #24

In the Matter of L.C. Highway: Seek Proposals for Street Lighting and Traffic Signalization Maintenance for the year 2006.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Highway for Street Lighting and Traffic Signalization Maintenance for the year 2006 from the following vendors, and ordered same to be returned by Wednesday, December 14, 2005 by 9:30 a.m. Motion passed 3-0.

Midwestern Electric, Inc.

Mars Electric

Trans Tech Electric, Inc.

ADD Order#18 – Agenda#24A

In the Matter of L.C. Highway – Proposals for Plumbing Upgrades at the Lowell Highway Garage.

DuPey made a motion, seconded by Scheub, to reject the Proposal, for Plumbing Upgrades at the Lowell Highway Garage, from LaMere Plumbing Co., which was received late on October 27, 2005. Motion passed 3-0.

Order#19 – Agenda#25 & 26

In the Matter of Proposals: L.C. Sheriff – Bread and Dairy Products for the Fourth Quarter of 2005.

DuPey made a motion, seconded by Clay, to accept the recommendation of the L.C. Sheriff to approve Interstate Brands with \$27,925.00 for the Bread Products for the Fourth Quarter of 2005 and Clover Crest Dairy with \$26,165.50 for the Dairy Products for the Fourth Quarter of 2005. Motion passed 3-0.

October 20, 2005

Board of Commissioners
County of Lake
Crown Point, IN 46307

Dear Commissioners:

We have tabulated and reviewed the bread and dairy proposals for the fourth quarter of 2005. The tabulations are indicated on the attached bread and dairy. We would like to recommend that the Board of Commissioners of the County of Lake award the bid to the following vendors, based on the tabulation finding:

INTERSTATE BRANDS We would like to recommend the proposal for the bread in the amount of \$27,925.00
7225 Santa Fe Drive
Hodgkins, OIL 60525

CLOVER CREST DAIRY We would like to recommend the proposal for dairy in the amount of \$26,165.50
1601 W. 37th Avenue
Hobart, IN 46342

Thank you in advance for your cooperation in this matter. If you have any further questions, please call.

Respectfully submitted,

ROGELIO "ROY" DOMINGUEZ
SHERIFF OF LAKE COUNTY

WARDEN CAREN JONES

Order#20 – Agenda #29

In the Matter of L.C. Sheriff – L.C. Sheriff Check No. 10060 made out to the Lake County Board of Commissioners in the amount of \$2,780.83, which is proceeds from the auction of vehicles, office equipment and found property.

Order#20 – Agenda #29 (Cont'd)

DuPey made a motion, seconded by Clay, to accept the L.C. Sheriff's Check No. 10060 made out to the Lake County Board of Commissioners in the amount of \$2,780.83, which is proceeds from the auction of vehicles, office equipment and found property. Motion passed 3-0.

Order#21 – Agenda #78

In the Matter of L.C. Sheriff - Amendment to the Consulting Contract entered into on the 21st day of September, 2005 with Crowe Chizek and Company LLC for an extension from June 2, 2005 to March 16, 2006.

DuPey made a motion, seconded by Clay, to approve the Amendment to the Consulting Contract entered into on the 21st day of September, 2005 between the L.C. Sheriff and Crowe Chizek and Company LLC for an extension from June 2, 2005 to March 16, 2006. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 21st day of September 20 05
Effective from June 2 20 05 to March 16
20 06 by and between Crowe Chizek and Company LLC, a limited liability company, having a place of business at 3815 River Crossing Parkway, Suite 300, Indianapolis, IN 46240, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. Sheriff (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this 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 perform the following project activities as outlined and described below and in the Project Engagement letter that is attached to this consulting contract and incorporated herein by reference:

A. Project Activities:

- ❖ Step One – Initiate/Kick off project
 1. Identify a group of 3-5 members of the Jail Oversight Committee who can serve as a project champion team.
 2. Meet with and conduct individual interviews with the project champion team to document existing processes at a very high level to identify and to understand key decision points in the criminal justice system.
 3. Conduct a kickoff meeting with the Jail Oversight Committee to communicate about the project and to begin team-building.
- ❖ Step Two – Collect
 1. Collect information from stakeholder agencies including data, reports, and procedures concerning the key decision points and policies that have an impact on jail population.
 2. Analyze and examine policies and procedures that have an impact on jail population.
- ❖ Step Three – Analyze
 1. Evaluate previously gathered data and new data to document the scope and to understand the sources of the jail management problems.
 2. Facilitate assessment of how criminal justice system processes, decision points, and policies affect the jail population.
 3. Provide criminal justice system business best practice evidence to Lake County that can contribute to "quick-win" system changes.

4. Facilitate and coordinate discussions of application of "quick-win" best practices to Lake County
5. Create and present findings to Jail Oversight Committee and Lake County Criminal Justice Coordinating Council with recommendations for the next phase of jail population management.

B. 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 project activities were performed.
 - III. 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.).
 - IV. Quantify 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 of Twenty-one thousand-one-hundred and eighty Dollars (\$ 21,180.00) payable monthly for all services performed according to the project scope described herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum, except for out-of-pocket expenses, including but not limited to travel and production expenses, which will be billed separately at actual cost.

- A. Compensation shall be at the following hourly rates.
- i. Executive-230.00 per hour
 - ii. Project Manager-200.00 per hour
 - iii. Analyst-120.00 per hour

5. Fees and Payment.

- A. County shall timely pay Consultant the fees for services and tasks performed by Consultant in accordance with the rates, fixed amounts and schedules set forth in each Request for Services. Failure of County to pay Consultant on time in accordance with the schedule set forth in the applicable Request for Services may result in the termination of the Request for Services or this Agreement in its entirety.
- B. Consultant shall periodically submit to County invoices for the services performed and for actual reimbursable expenses incurred by County under each Request for Services. Each

invoice shall include a description of the services performed and any reimbursable expenses incurred by Consultant.

- C. Payment in full is due within 30 days of receipt of invoice. If payment is not received from County within this time period such nonpayment shall be deemed a material breach of this Agreement; which shall entitle Consultant to immediately discontinue all services and terminate any obligations Consultant has under this Agreement, or this agreement in its entirety.

6. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this consulting contract.

7. **Limited Warranties**

- A. County warrants and represents that it is free lawfully to make this Agreement.
- B. Consultant warrants and represents that it is free lawfully to make this Agreement, and that it will perform the services under this Agreement in a workmanlike manner that conforms with reasonable standards in the industry. EXCEPT AS PROVIDED IN THIS SECTION 7, Consultant MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND Consultant SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED BY Consultant TO COUNTY UNDER THIS AGREEMENT IS PROVIDED "AS IS". CONSULTANT MAKES NO WARRANTY UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY SOFTWARE OR HARDWARE. MANUFACTURERS OR DISTRIBUTORS OF THIRD PARTY SOFTWARE AND HARDWARE MAY PROVIDE WARRANTIES OF THEIR PRODUCTS THAT WILL EXTEND TO COUNTY BUT IT IS COUNTY'S RESPONSIBILITY TO ACQUIRE AND IMPLEMENT SUCH WARRANTIES.

8. **LIMITATION OF LIABILITY**

- A. EXCEPT FOR CONSULTANT'S OBLIGATIONS IN SECTION 20, CONSULTANT'S LIABILITY TO COUNTY HEREUNDER FOR DAMAGES, REGARDLESS OF THE LEGAL THEORY OF THE CLAIM, SHALL NOT EXCEED ALL AMOUNTS ACTUALLY PAID TO CONSULTANT UNDER THE APPLICABLE REQUEST FOR SERVICES FOR THE SERVICES ON WHICH SUCH LIABILITY IS BASED, AND SUCH CLAIM FOR A RETURN OF AMOUNTS PAID SHALL BE COUNTY'S EXCLUSIVE REMEDY FOR ANY DAMAGES. FURTHER, CONSULTANT SHALL NOT BE LIABLE TO COUNTY FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF CONSULTANT KNEW ABOUT THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT IS EXPRESSLY NOT LIABLE FOR THE FAILURE OF ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED UNDER

THIS AGREEMENT TO FULFILL ANY OF COUNTY'S REQUIREMENTS. CONSULTANT IS EXPRESSLY NOT LIABLE FOR COUNTY'S DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO COUNTY'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING OR UNAVAILABLE THIRD PARTY SOFTWARE OR HARDWARE.

B. EXCEPT FOR COUNTY'S OBLIGATIONS IN SECTION 20, COUNTY'S LIABILITY TO CONSULTANT HEREUNDER FOR DAMAGES REGARDLESS OF THE LEGAL THEORY OF THE CLAIM SHALL NOT EXCEED THE TOTAL AMOUNT COUNTY HAS PAID AND IS OBLIGATED TO PAY TO CONSULTANT UNDER THIS AGREEMENT. FURTHER, COUNTY SHALL NOT BE LIABLE TO CONSULTANT FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER EVEN IF COUNTY KNEW ABOUT THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity

A. Consultant shall defend, indemnify and hold harmless County from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of Consultant and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by Consultant.

B. County shall defend, indemnify, and hold harmless Consultant from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of County and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by County.

10. Termination of Agreement. Either Party may terminate this agreement, with or without cause, by giving written notice the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date if such termination.

11. 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.

12. 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.

13. 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.
14. 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.
15. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Consultant.
16. 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.
17. 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.
18. 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 non-discrimination 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.
19. 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 the prior written consent of the County.
20. 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.
21. Governing Law. This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the State of Indiana.
22. 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

()

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

Handwritten signature of Joseph P. Sather, Jr.

RUDOLPH CLAY

Handwritten signature of Frances DuPeay, printed name FRANCES DUPEY

Handwritten signature of Gerry J. Scheub, printed name GERRY J. SCHEUB

ATTEST:

Handwritten signature of Stephen R. Stiglich, printed name STEPHEN R. STIGLICH LAKE COUNTY AUDITOR

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Handwritten signature of Frances DuPeay

APPROVED THIS 16th DAY OF Nov. 20 05

Order#22 – Agenda #89A

In the Matter of Appointments: Jail Oversight Committee.

Clay made a motion to defer the above matter. This motion dies for a lack of a second.

DuPey made a motion, seconded by Clay, to appoint Commissioner Gerry Scheub to the Jail Oversight Committee. Motion passed 3-0.

Order#23 - Agenda #89B

In the Matter of Appointments: Little Calumet River Basin Development Commission.

DuPey made a motion, seconded by Clay, to appoint R. Kent Gurley to the Little Calumet River Basin Development Commission. Motion passed 3-0.

Order#24 – Agenda #34

In the Matter of L.C. Surveyor – Infrastructure Monument Bond in the form of a Letter of Credit #14757663 in the amount of \$32,000.00 for improvements for Rangeline Presbyterian Church.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor’s Infrastructure Monument Bond in the form of a Letter of Credit #14757663 in the amount of \$32,000.00 for improvements for Rangeline Presbyterian Church. Motion passed 3-0.

Date: October 21, 2005
SUBDIVISION: Rangeline Presbyterian Church
BONDING COMPANY: Western Surety Company #14757669
PETITIONER: Rangeline Presbyterian Church

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

TOTAL: \$32,000.00

All of which is hereby resolved and adopted this 16th day of November, 2005.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
RUDOLPH CLAY, COMMISSIONER
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#25 – Agenda #35

In the Matter of L.C. Surveyor – Contract with DLZ Indiana, LLC for the period of December 1, 2005 to May 31, 2006 in an amount not to exceed \$12,000.00.

DuPey made a motion, seconded by Clay, to approve the Contract between the L.C. Surveyor and DLZ Indiana, LLC for the period of December 1, 2005 to May 31, 2006 in an amount not to exceed \$12,000.00. Motion passed 3-0.

SUR-2005-2
CONSULTING CONTRACT
FUND NO. 651-0600-44510
Other Capital Outlay

THIS AGREEMENT, entered into this 16th day of November, 2005 effective from December 1, 2005 to May 31, 2006 by and between DLZ Indiana LLC, (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.

3. Consultant shall exercise independent judgment to act in the best interest of the party represented.

Order#25 – Agenda #35 (Cont'd)

4. Consultant reports directly to the Lake County Surveyor.
5. Consultant duties shall include, but not be limited to the following.
 - a. Provide technical advice and assistance regarding the Lake County Street Centerline Data
 - b. Provide technical assistance and advice regarding all Lake County Surveyor Geographic Information System Data
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 Twelve Thousand Dollars (\$12,000.00) for services required herein. Consultant agrees to provide all requested services herein until this sum has been 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.** 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 fourteen (14) 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 fourteen (14) 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. **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. **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.**
 1. 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;

2. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
3. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders them to pay in accordance with the applicable rules. These sums will not be

Order#25 – Agenda #35 (Cont'd)

reimbursed by the Board of Commissioners of the County of Lake, or nay of its elected or appointed official or employees.

4. 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.
 5. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
 6. The source of funds for payment under this Contract is the Lake County Surveyor's office approved budget and
 7. 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

DLZ Indiana, LLC
7011 INDIANPOLIS
HAMMOND, IN 46324
219-84544-1750

17. **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).
2. 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, it 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.
3. 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.

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:
DLZ of Indiana, LLC
Robert P. Kirkley, P.E., L.S.
Senior Vice-President
George Van Til,
Lake County Surveyor

ATTEST: PEGGY H. KATONA, Lake County Auditor

Order#26 – Agenda #36

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract Amendment to the Agreement entered into on December 15, 2004 with Reginald Marcus for an additional \$12,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract Amendment to the Agreement entered into on December 15, 2004 between the L.C. Public Defender, Conflicts Division and Reginald Marcus for an additional \$12,000.00 at the rate of \$60.00 per hour. Motion passed 2-0, Commissioner Clay absent.

CONSULTING CONTRACT AMENDEMNT

This is an amendment to the Agreement entered into between Reginald Marcus 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 Twelve Thousand (\$12,000.00) Dollars.

Approved this 16th day of November 2005

Board of Commissioners
Of the County of Lake

Consultant
Reginald Marcus

Gerry J. Scheub
Frances DuPey

Attest:
Peggy Katona, Lake County Auditor

Order#27 – Agenda#38

In the Matter of L.C. Board of Elections & Registration – Consulting Contract Amendment 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.

Order#27 – Agenda#38 (Cont'd)

Clay made a motion, seconded by DuPey, to defer the Consulting Contract Amendment between the L.C. Board of Elections & 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 3-0.

Order#28 – Agenda #39

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

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Public Works for One (1) New, Unused All Wheel Drive Utility Machine from the following vendors, and ordered same to be returned by Wednesday, December 14, 2005 by 9:30 a.m. Motion passed 3-0.

BOBCAT OF VALPARAISO, INC.

BOBCAT OF FORT WAYNE

HULL LIFT TRUCK INC.

Order#29

In the Matter of Public Works Car.

Clay made a motion, seconded by DuPey, to approve the Public Works Director, W.N. Henderson, get to keep his County Vehicle. Motion passed 2-1, Commissioner Scheub against.

Order#30 – Agenda #40

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

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

Order#31 – Agenda #41

In the Matter of L.C. Recorder – Consulting Contract with Deidre Monroe for Contract Attorney Services for the year 2006 in an amount not to exceed \$24,000.00 at the rate of \$90.00 per hour.

Clay made a motion to approve the above matter. Motion was removed.

Scheub made a motion, seconded by Clay, to approve the Consulting Contract between the L.C. Recorder and Deidre Monroe for Contract Attorney Services for the year 2006 in an amount not to exceed \$12,000.00 on an as need basis. Motion passed 2-1, Commissioner DuPey against.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of November, 2005 Effective from January 1, 2006 to December 31, 2005 by and between DEIDRE MONROE, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. 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 the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

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

LAKE COUNTY RECORDER

- 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 project activities were performed.
 - III. 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.).
 - IV. 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 Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except

Order#31 – Agenda #41 (Cont'd)

- 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 consulting contract.
 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.
 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 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 it's 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.
 - F. The Contract Attorney shall not charge the County of Lake for time spent traveling to and from meetings, court, etc.

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.

17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.

Order#31 – Agenda #41 (Cont'd)

- 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.

18. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the 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

DEIDRE MONROE
700 JACKSON STREET
GARY, IN 46402
(219) 881-9484

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:
DEIDRE MONROE
ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#32 – Agenda #42

In the Matter of L.C. Assessor – Professional Services Agreement with Nexus Group, Inc. 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 \$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.

DuPey made a motion, seconded by Scheub, to deny the Professional Services Agreement with L.C. Assessor and Nexus Group, Inc. 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 \$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 Clay against.

Order#33 – Agenda #43

In the Matter of L.C. Assessor – Lease/Purchase Agreement with McShane’s, Inc. for One (1) Konica Minolta 750 Copier for a total of \$12,448.00 to be paid in two payments of \$8,483.00 and \$3,965.00.

Clay made a motion, seconded by DuPey, to approve the Lease/Purchase Agreement between the L.C. Assessor and McShane’s, Inc. for One (1) Konica Minolta 750 Copier for a total of \$12,448.00 to be paid in two payments of \$8,483.00 and \$3,965.00. Motion passed 3-0.

Order#34 – Agenda #44

In the Matter of L.C. Court Administrator – Consulting Contract with Bessie Pangere for the period of August 4, 2005 to December 31, 2005 for Contract Attorney Services as Indigent Counsel for Lake County Title IV-D Court in the amount not to exceed \$8,250.00 at the rate of \$90.00 per hour.

Clay made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Court Administrator and Bessie Pangere for the period of August 4, 2005 to December 31, 2005 for Contract Attorney Services as Indigent Counsel for Lake County Title IV-D Court in the amount not to exceed \$8,250.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of November, 2005 Effective from August 4, 2005 to December 31, 2005 by and between BESSIE PANGERE, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. COURT ADMINISTRATOR (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.

Order#34 – Agenda #44 (Cont'd)

2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

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

INDIGENT COUSEL FOR LAKE COUNTY TITLE IV-D COURT

- B. Consultant shall represent persons whom the IV-D Magistrate has determined to be indigent and against whom civil contempt proceedings for non-support are pending which could result in incarceration, pursuant to the requirement therefore of In Re Marriage of Stariha, 509 N.E. 2d 1117;

"(W) here the possibility exists that an indigent defendant may be incarcerated for contempt for failure to pay child support he or she has a right to appointed counsel..."

- C. Representation shall be limited to title IV-D cases pending before the Magistrate assigned thereto by the Court.
- D. Consultant's services shall comprise actual time reasonably necessary to proper preparation and representation, including without limitation, conferences, discovery, research, and hearing, though it is anticipated most cases will be resolved in relatively summary fashion.
- E. Consultant shall devote such hours as are necessary to perform the service listed above.
- F. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
- G. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
- H. 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 project activities were performed.
 - III. 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.).
 - IV. 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 Eight Thousand Two Hundred Fifty Dollars (\$8,250.00) 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 Court Administrator'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 consulting contract.
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.
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 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.
- Order#34 – Agenda #44 (Cont'd)
- 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 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 it's 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.
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.
17. **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.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the 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.

LAKE COUNTY COURT ADMINISTRATOR
LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3494

BESSIE PANGERE
7899 TAFT STREET
MERRILLVILLE, IN 46410
(219) 736-6500

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
FRANCES DUPEY

CONSULTANT:
BESSIE PANGERE
ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#35 – Agenda #47

In the Matter of L.C. Data Processing – Consulting Agreement with Cenifax Management Services, Inc. for the preparation of the Lake Year End Settlement 03 pay 04 in an amount not to exceed \$12,812.50.

DuPey made a motion, seconded by Clay, to approve the Consulting Agreement between L.C. Data Processing and Cenifax Management Services, Inc. for the preparation of the Lake Year End Settlement 03 pay 04 in an amount not to exceed \$12,812.50. Motion passed 3-0.

ADD Order#36 – Agenda #47A

In the Matter of L.C. Data Processing – Service Agreement with Cenifax Management Services, Inc. for the preparation for the Web Project on the Lake County Production Support and Portal Requirements in an amount not to exceed \$20,051.00.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Data Processing and Cenifax Management Services, Inc. for the preparation for the Web Project on the Lake County Production Support and Portal Requirements in an amount not to exceed \$20,051.00. Motion passed 3-0.

Order#37 – Agenda #48

In the Matter of L.C. Convention and Visitors Bureau – 2005 Interlocal Cooperation Agreement for Payroll Preparation and Reporting for the Lake County Convention and Visitors Bureau and the Lake County Board of Commissioners.

DuPey made a motion, seconded by Clay, to deny the L.C. Convention and Visitors Bureau's 2005 Interlocal Cooperation Agreement for Payroll Preparation and Reporting for the Lake County Convention and Visitors Bureau and the Lake County Board of Commissioners. Motion passed 3-0.

Order#38 – Agenda #49

In the Matter of Calumet Township Assessor – Service Agreement with Rollerz Professional Services, Inc. for Commercial Snow Removal Services for the period of November 1, 2005 to November 30, 2006 at the rate of \$140.00 per 2 inches or more snow fall.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the Calumet Township Assessor and Rollerz Professional Services, Inc. for Commercial Snow Removal Services for the period of November 1, 2005 to November 30, 2006 at the rate of \$140.00 per 2 inches or more snow fall. Motion passed 3-0.

ROLLERZ PROFESSIONAL SERVICES INC.
COMMERCIAL SNOW PLOWING/REMOVAL & LAWN CARE SERVICES
 302 Niles Street
 LaPorte, IN 46350
 Bus. 219-808-5549 / 219-325-0218 Fax

This agreement between said parties on this 16 day of November 2005 is in effect and binding for the following time period: November 2005 through September 2006.

Said parties in this contract being *Rollerz Professional Services Inc.* (hereinafter referred to as *R.P.S.*) and the *Calumet Township Assessors Office* or said Representatives hereinafter referred to as Representative agree to the terms herein.

R.P.S. agrees to provide *Representative* with snow removal services for the 2005-2006 season(s) at a flat rate of \$140.00 per snowfall with bulk salt/sand applications to all related parking and dock areas. Payment will be due upon invoice with a net not more than thirty days from the original invoice date.

The property included in this contract is:
Calumet Township Assessor's Office c/o Lynn Carter
 501 E. 5th Avenue
 Gary, IN 46402

Snow plowing commences within 2 hours of the first snow fall of 2.0 inches of snow and every snow fall thereafter totaling a minimum of 2.0 inches throughout each snowfall of the 2004-2005 Winter season. *R.P.S.* is not responsible for plowing/removing snow where automobiles are illegally parked or parked in such a manner that snow cannot be plowed to the proper place. Work to be performed include the entire parking lot, all applicable entrances and exists, curb to curb service.

Additional services requiring management approval prior to initial services:

- Front Wheel Loader -938D (pay loader) \$160.00 per hr (one hr. min.)
- Tandem Axle-Dump Truck \$120.00 per hr (one hr. min.)
- One Ton P/U 9 Foot Blade \$85.00 per hr (two hr. min.)
- One Uni-Loader-BobCat \$130.00 per hr (one hr. min.)

2" of snow or more \$140.00

It is understood and agreed that all work to be performed under prices set forthwith in this agreement is contained in writing herein and that no additional work will be done without appropriate charges assessed, and that all verbal agreements of additional work is and will be permissible from only one (1) agreed designated person of authority (*representative*) to initiate additional services. A computer generated invoice will be submitted at the completion of services to that agreed designated person of authority (*representative*) from an official of *R.P.S.*

Please make checks payable to:

Rollerz Professional Services, Inc.
 302 Niles Street
 LaPorte, IN. 46350

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances Dubey

 APPROVED THIS 16 DAY OF NOV 20 05

Having read and agreed upon the terms herein, by signature below this agreement is in effect.

Accepted:

Steve Sisco

 R.P.S. Inc. Official

Boyer Blumenberg

 Representative

Order#39 – Agenda #53

In the Matter of L.C. Building Manager – Request from the Building Manager for the Commissioners to pay invoices for two emergencies.

DuPey made a motion, seconded by Clay, to approve the L.C. Building Manager's request for the Commissioners to pay invoices for Boyd Construction Co. in the amount of \$4,403.50 and Sweney Electric Co. in the amount of \$19,147.19 and deny (eliminate) Johnson Controls' invoice. Motion passed 3-0.

Order#40 – Agenda #54A-G

In the Matter of L.C. Building Manager – Requests for disposal of property from the Commissioners Attorney's Office, Commissioners Hammond Office, Clerk's Hammond Office, Gary Courthouse, L.C. Recorder, L.C. Weights and Measures, and L.C. Plan Commission.

DuPey made a motion, seconded by Clay, to approve the L.C. Building Manager's requests for disposal of property from the Commissioners Attorney's Office, Commissioners Hammond Office, Clerk's Hammond Office, Gary Courthouse, L.C. Recorder, L.C. Weights and Measures, and L.C. Plan Commission. Motion passed 3-0.

Order#41 – Agenda #55

In the Matter of L.C. Building Manager – Letter concerning emergency repair of the underground fire line.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the L.C. Building Manager's letter concerning emergency repair of the underground fire line. Motion passed 3-0.

Order#42 – Agenda #56

In the Matter of L.C. Building Manager – Letter concerning the Emergency Generator.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the L.C. Building Manager's letter concerning the Emergency Generator. Motion passed 3-0.

Clay made a motion, seconded by Scheub, to approve the L.C. Building Manager to go out for emergency to replace the generator. Motion passed 3-0.

Order#43 – Agenda #57

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

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Building Manager for Waste Removal at the Lake County Government Center for the year 2006 from the following vendors, and ordered same to be returned by Wednesday, December 14, 2005 by 9:30 a.m. Motion passed 3-0.

Illiana Disposal

Waste Management Co.

Able Disposal

Order#44 – Agenda #6

In the Matter of L.C. Highway: Sign-In-Sheet from the Bidders Conference held on October 5, 2005.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the L.C. Highway's Sign-In-Sheet from the Bidders Conference held on October 5, 2005. Motion passed 3-0.

Order#45 – Agenda #11

In the Matter of L.C. Highway – Bid from Patten Cat for (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.

DuPey made a motion, seconded by Scheub, to reject Patten CAT's bid for (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 due to an incorrect Form #5. Motion passed 2-0, Commissioner Clay absent.

Order#46 – Agenda #10

In the Matter of L.C. Highway – Bid from Patten Cat 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.

DuPey made a motion, seconded by Scheub, to reject Patten CAT's 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 due to an incorrect Form #5. Motion passed 2-0, Commissioner Clay absent.

Order#47 – Agenda #7R

In the Matter of Bids for Treated Timber Bridge Material for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Mulch Seeding (Delivered and Applied) for the year 2006 for the L.C. Highway Department, the following bids were received:

Hubinger Landscaping Corp. \$10,800.00

Order#53 – Agenda #7K (Cont'd)

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#54 – Agenda #7J

In the Matter of Bids for Liquid Calcium Chloride for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Liquid Calcium Chloride for the year 2006 for the L.C. Highway Department, the following bids were received:

Great Lakes Chloride, Inc. \$12,504.00
Actin Inc. \$13,400.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#55 – Agenda #7I

In the Matter of Bids for Ice Control Aggregate Blast Furnace Slag for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Ice Control Aggregate Blast Furnace Slag for the year 2006 for the L.C. Highway Department, the following bids were received:

The Levy Company \$135,750.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#56 – Agenda #7H

In the Matter of Bids for Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Lowell Garage for the year 2006 for the L.C. Highway Department, the following bids were received:

Whitman Sales & Services \$156,605.00
Pinkerton Oil Co. \$153,770.00
Superior Petroleum Products \$160,096.20

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#57 – Agenda #7G

In the Matter of Bids for Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Gasoline & Diesel Fuel Delivered to Crown Point Garage for the year 2006 for the L.C. Highway Department, the following bids were received:

Whitman Sales & Services \$222,495.00
Pinkerton Oil Co. \$218,295.00
Superior Petroleum Products \$226,209.20

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#58 – Agenda #7F

In the Matter of Bids for Concrete Curb & Gutter Removal & Replacement for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Concrete Curb & Gutter Removal & Replacement for the year 2006 for the L.C. Highway Department, the following bids were received:

Walsh & Kelly, Inc. \$164,000.00
Bucko Construction \$151,500.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#59 – Agenda#7E

In the Matter of Bids for Cold Patch Mix for Patching (Picked Up) for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Cold Patch Mix for Patch (Picked Up) for the year 2006 for the L.C. Highway Department, the following bids were received:

Walsh & Kelly, Inc.	\$120,000.00
Rieth-Riley Construction	\$75.00/150,000.00

Order#59 – Agenda#7E (Cont'd)

Bucko Construction	\$133,800.00
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DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#60 – Agenda #7D

In the Matter of Bids for Back-Fill Material "B" Borrow Picked Up for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Back-Fill Material "B" Borrow Picked Up for the year 2006 for the L.C. Highway Department, the following bids were received:

Vulcan Construction Materials	\$4,740.00
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DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#61 – Agenda #7C

In the Matter of Bids for Back-Fill Material "B" Borrow Delivered for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Back-Fill Material "B" Borrow Delivered for the year 2006 for the L.C. Highway Department, the following bids were received:

Vulcan Construction Materials	\$3,975.00
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DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#62 – Agenda #7B

In the Matter of Bids for Aggregate (Limestone) Picked Up for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Picked Up for the year 2006 for the L.C. Highway Department, the following bids were received:

Vulcan Construction Materials	\$436,050.00
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DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#63 – Agenda #7A

In the Matter of Bids for Aggregate (Limestone) Delivered for the year 2006 for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Aggregate (Limestone) Delivered for the year 2006 for the L.C. Highway Department, the following bids were received:

Vulcan Construction Materials	\$17,225.00
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DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#64 – Agenda #11

In the Matter of Bids for (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 L.C. Highway Department.

This being the day, time and place for the receiving of bids for (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 L.C. Highway Department, the following bids were received:

McCann Industries	\$153,990.00
West Side Tractor Sales	\$149,800.00
Ronson Equipment	\$140,750.00
Patten Cat	Rejected

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#65 – Agenda #10

In the Matter of Bids 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 L.C. Highway Department.

This being the day, time and place for the receiving of bids 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 L.C. Highway Department, the following bids were received:

Order#65 – Agenda #10 (Cont'd)

McCann Industries	\$72,900.00
West Side Tractor Sales	\$64,400.00
Patten Cat	Rejected

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#66 – Agenda #9

In the Matter of Bids for (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84" Smooth Drum, Water Spray and Drum Scrapers in current production for L.C. Highway Department.

This being the day, time and place for the receiving of bids for (1) 2005 or Newer 22,000 lb. Operating Weight Vibratory Roller with 84" Smooth Drum, Water Spray and Drum Scrapers in current production for the L.C. Highway Department, the following bids were received:

McCann Industries	\$104,680.00
West Side Tractor Sales	\$90,700.00
Finkbiner Equipment	\$104,450.00
Patten Cat	\$116,453.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#67 – Agenda #8

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

This being the day, time and place for the receiving of bids for (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 L.C. Highway Department, the following bids were received:

Pozzo Mack Sales & Service	\$168,259.00
Great Lakes	\$149,542.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#68 – Agenda #7S

In the Matter of Bids for Vegetation Management for L.C. Highway Department.

This being the day, time and place for the receiving of bids for Vegetation Management for the L.C. Highway Department, the following bids were received:

Daltons	\$9,719.80
Niemeyer	\$10,710.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the L.C. Highway Dept. for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#69

In the Matter of Adult Book Store in Lowell.

DuPey made a motion, seconded by Scheub, to request the Plan Commission to file a lawsuit against the Adult Book Store in Lowell because they are violating our County Ordinance. Motion passed 2-0, Commissioner Clay absent.

Order#70 – Agenda #58

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Subdivision Bond No. 5003053 in the amount of \$164,202.28 for improvements in Misty Hills, Unit 3.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Performance Bond in the form of a Subdivision Bond No. 5003053 in the amount of \$164,202.28 for improvements in Misty Hills, Unit 3. Motion passed 2-0, Commissioner Clay absent.

Date: November 16, 2005
 SUBDIVISION: Misty Hills, Unit 3
 BONDING COMPANY: Bond Safeguard Insurance Company
 PETITIONER: Edward Pruiem

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

TOTAL: \$164,202.28

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 16th day of November, 2005.

Order#70 – Agenda #58 (Cont'd)

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#71 – Agenda #59

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond in the form of a Cashier's Check No. 190779 in the amount of \$2,160.00 for Bedford Falls.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Release and Resolution for the Performance Bond in the form of a Cashier's Check No. 190779 in the amount of \$2,160.00 for Bedford Falls. Motion passed 2-0, Commissioner Clay absent.

RELEASE

WHEREAS, DEBORAH L. BLANCHAED (nee Beier), principal has on the 18th day of May 2005 filed a Performance Bond in the form of a Cashier's Check (No. 190779) through Centier Bank in the amount of Two Thousand One Hundred Sixty and 00/100 Dollars (\$2,160.00) for required Improvements in BEDFORD FALLS.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Cashier's Check (No. 190779) through Centier Bank in the amount of Two Thousand One Hundred Sixty and 00/100 Dollars (\$2,160.00) effective this date.

DATED 16th DAY OF NOVEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – BEDFORD FALLS

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving completion of improvements in BEDFORD FALLS.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

Order#72 – Agenda #60

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond in the form of an Irrevocable Letter of Credit No. 472 in the amount of \$4,325.00 for Brunswick Estates, Unit 3.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Release and Resolution for the Performance Bond in the form of an Irrevocable Letter of Credit No. 472 in the amount of \$4,325.00 for Brunswick Estates, Unit 3. Motion passed 2-0, Commissioner Clay absent.

RELEASE

WHEREAS, THOMAS L. DEVRIES, principal has on the 1ST day of September 2004 filed a Performance Bond in the form of an Irrevocable Letter of Credit No. 472 through DeMotte State Bank in the amount of Four Thousand Three Hundred Twenty Five and 00/100 Dollars (\$4,325.00) for required Improvements in BRUNSWICK ESTATES, UNIT 3.

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. 472 through DeMotte State Bank in the amount of Four Thousand Three Hundred Twenty Five and 00/100 Dollars (\$4,325.00) effective this date.

DATED 16th DAY OF NOVEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – BRUNSWICK ESTATES, UNIT 3
Order#72 – Agenda #60 (Cont'd)

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving completion of improvements in BRUNSWICK ESTATES, UNIT 3.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16TH DAY OF NOVEMBER, 2005.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

Order#73 – Agenda #61

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Subdivision Bond No. 5019737 in the amount of \$21,250.00 for Street Trees in Grouse Pointe, Phase 2.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Performance Bond in the form of a Subdivision Bond No. 5019737 in the amount of \$21,250.00 for Street Trees in Grouse Pointe, Phase 2. Motion passed 2-0, Commissioner Clay absent.

Date: November 16, 2005
SUBDIVISION: Grouse Pointe, Phase 2
BONDING COMPANY: Bond Safeguard Insurance Company
PETITIONER: Grouse Pointe Development, LLC

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

TOTAL: \$21,250.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 16th day of November, 2005.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#74 – Agenda #62

In the Matte of L.C. Plan Commission – Performance Bond in the form of an Official Check No. 225431 in the amount of \$2,275.00 for improvements in Coluzzi Acres Subdivision.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Performance Bond in the form of an Official Check No. 225431 in the amount of \$2,275.00 for improvements in Coluzzi Acres Subdivision. Motion passed 2-0, Commissioner Clay absent.

Date: November 16, 2005
SUBDIVISION: Coluzzi Acres
BONDING COMPANY: Cashier's Check
PETITIONER: Robert F. Coluzzi

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

TOTAL: \$2,275.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 16th day of November, 2005.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#75 – Agenda #63

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Subdivision Bond No. 0484121 in the amount of \$12,200.00 for improvements in Lange's Acres Subdivision.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Plan Commission's Performance Bond in the form of a Subdivision Bond No. 0484121 in the amount of \$12,200.00 for improvements in Lange's Acres Subdivision. Motion passed 2-0, Commissioner Clay absent.

Date: November 16, 2005
SUBDIVISION: Lange's Acres

Order#75 – Agenda #63 (Cont'd)

BONDING COMPANY: West Bond Mutual Insurance Company
PETITIONER: Roger L. Lange

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

TOTAL: \$12,200.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 16th day of November, 2005.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
FRANCES DuPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#76 – Agenda #66A

In the Matter of E-9-1-1: L.C. Sheriff request for \$20,267.80.

DuPey made a motion, seconded by Scheub, to approve the E-9-1-1: L.C. Sheriff request for \$20,267.80. Motion passed 2-0, Commissioner Clay absent.

Order#77 – Agenda #71

In the Matter of Amendment to the Consulting Contract entered into on December 14, 2004 between J. M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake for the year 2005 for an additional \$5,000.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Amendment to the Consulting Contract entered into on December 14, 2004 between J. M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake for the year 2005 for an additional \$5,000.00 at the rate of \$90.00 per hour. Motion passed 2-0, Commissioner Clay absent.

AMENDMENT

This is an Amendment to the Consulting Contract entered into between J. M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake on December 15, 2004 for the year 2005.

The consulting contract is amended as follows: This is for an additional sum of Five Thousand (\$5,000.00) Dollars payable at the rate of \$90.00 per hour.

Approved this 16th day of November, 2005

Board of Commissioners
Of the County of Lake

Gerry Scheub
Frances DuPey

James Bennett

Attest:
Peggy Katona, Lake County Auditor

Order#78 – Agenda #72

In the Matter of Lake County Juvenile Court letter concerning payment of construction invoices.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the Lake County Juvenile Court letter concerning payment of construction invoices. Motion passed 2-0, Commissioner Clay absent.

Order#79 – Agenda #70

In the Matter of Proclamation concerning Rosa Parks.

Clay made a motion, seconded by DuPey, to approve the Proclamation concerning Rosa Parks. Motion passed 3-0.

**ROSA PARKS,
A NATIONAL FREEDOM TREASURE!
“SHE SAT DOWN, SO THAT WE COULD STAND UP FOR FREEDOM”**

Whereas, Rosa Parks, "Mother of the Civil Rights Movement" made her transition on Monday, October 24, 2005 at the age of 92; and
 Whereas, in 1955, Rosa Parks refused to give up her seat on a Montgomery city bus to a white man; and
 Whereas, This courageous act sparked a National City Rights Movement, because of Rosa Parks defiance to sit down, she was standing up for freedom; and
 Whereas, This resulted in the Montgomery Bus Boycott which lasted for more than a year and was led by Dr. Martin Luther King, Jr.; and
 Whereas, As a result of Rosa Parks act, the Civil Rights Movement led to desegregation, hotels, restaurants, and all public accommodations for African Americans.
 Now, Therefore, the Commissioners declare ROSA PARKS as a National Treasure in Lake County, Indiana and set this 2nd day of November, 2005 as:

Order#79 – Agenda #70 (Cont'd)

**ROSA PARKS – MOTHER
OF THE CIVIL RIGHTS MOVEMENT DAY**

In Lake County, Indiana

RUDOLPH CLAY
Lake County Commissioner

Order#80 – Agenda #75

In the Matter of Lake County Board of Commissioners Order for DS-1 Service under State of Indiana QPA 9075.

DuPey made a motion, seconded by Scheub, to table the Lake County Board of Commissioners Order for DS-1 Service under State of Indiana QPA 9075. Motion passed 3-0.

Order#81 – Agenda #76

In the Matter of Cashier's Check No. 2208627 dated October 6, 1997 from Stephen J. Tancos, Jr. in the amount of \$1,500.00.

Clay made a motion, seconded by Scheub, to accept the Cashier's Check No. 2208627 dated October 6, 1997 from Stephen J. Tancos, Jr. in the amount of \$1,500.00. Motion passed 3-0.

Order#82 – Agenda #77

In the Matter of Cashier's Check No. 1581372 dated November 4, 1997 from Rhonda L. Curtis in the amount of \$30,300.00.

Clay made a motion, seconded by Scheub, to accept the Cashier's Check No. 1581372 dated November 4, 1997 from Rhonda L. Curtis in the amount of \$30,300.00. Motion passed 3-0.

Order#83 – Agenda #79

In the Matter of Midwest Business & Economic Research Group LLC work performed concerning the 2% Program.

DuPey made a motion, seconded by Clay, to deny the Midwest Business & Economic Research Group LLC work performed concerning the 2% Program. Motion passed 3-0.

Order#84 – Agenda #13

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

DuPey made a motion, seconded by Clay, to reject the bid from Butler, Fairman, & Seufert due to the bid being received late. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Qualifications for the selection of a Consulting Engineering Firm 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, the following bids were received:

Bernardin, Lockmueller & Assoc.	
Frost Engineering & Consulting	
Farrar, Garvey & Assoc.	
Lawson-Fisher Assoc. P.C.	
R. W. Armstrong	
American Consulting Inc.	
Meca Engineering Corp.	
Robinson Engineering LTD.	
United Consulting Engineers	NO BID
DLZ	
USI Consultants, Inc.	

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

Order#85 – Agenda #12

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

DuPey made a motion, seconded by Clay, to reject the bid from Butler, Fairman, & Seufert due to the bid being received late. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Qualifications for the selection of a Consulting Engineering Firm to provide Professional Engineering Services for the Biannual Bridge Inspection for the L.C. Highway Department, the following bids were received:

USI Consultants, Inc.
Bernardin, Lockmueller & Assoc.
Frost Engineering & Consulting

Order#85 – Agenda #12 (Cont'd)

United Consulting Engineers
Stephen J. Christian & Assoc.
Lawson-Fisher Assoc. P.C.
Robinson Engineering LTD.
Farrar, Garvey & Assoc.
R. W. Armstrong
Bonar Group
American Consulting Inc.
Floyd Burroughs & Assoc.
Meca Engineering Corp.
DLZ
McDonough Assoc.
Beam, Longest, & Neff

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

Order#86 – Agenda #75

In the Matter of Lake County Board of Commissioners Order for DS-1 Service under State of Indiana QPA 9075.

DuPey made a motion, seconded by Clay, to reconsider the Lake County Board of Commissioners Order for DS-1 Service under State of Indiana QPA 9075. Motion passed 3-0.

DuPey made a motion, seconded by Clay, to approve the Lake County Board of Commissioners Order for DS-1 Service under State of Indiana QPA 9075. Motion passed 3-0.

Order#87 – Agenda #83

In the Matter of Board of Commissioners of the County of Lake Resolution endorsing St. Joseph County's Shift to the Central Time Zone.

Clay made a motion, seconded by Scheub, to approve the Board of Commissioners of the County of Lake Resolution endorsing St. Joseph County's Shift to the Central Time Zone. Motion passed 2-0, Commissioner DuPey absent.

RESOLUTION NO. 05-10**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LAKE COUNTY
ENDORING ST. JOSEPH COUNTY'S SHIFT TO THE CENTRAL TIME ZONE**

WHEREAS, the Board of Commissioners of the County of Lake is the governing authority of Lake County, Indiana, which County borders the State of Illinois and City of Chicago, and further, which County is the second largest populated County in the State of Indiana; and

WHEREAS, the County of Lake has long recognized the importance of the operation of commuter railroad passenger service between points in Northwest Indiana and the City of Chicago; and

WHEREAS, pursuant to law, a member of the Board of Lake County and St. Joseph County sit as members of the Northern Indiana Commuter Transportation District, which District operates the aforesaid commuter railroad service; and

WHEREAS, the Counties of Lake and St. Joseph, as well as LaPorte and Porter, have worked cooperatively over many years to provide such commuter railroad passenger service to the City of Chicago, serving the vital economic interests of the Northwest Indiana area; and

WHEREAS, the Northern Indiana Commuter Transportation District is the only commuter railroad in the Country that has stations in two (2) separate time zones; and

WHEREAS, with Indiana's adoption of daylight savings time South Bend will always be one (1) hour different than the other Southshore stations, confusing the public and creating a potential barrier to utilization of this service; and

WHEREAS, sharing a common time zone with Chicago and Lake County will serve to enhance the economic strength of the Greater South Bend/Mishawaka Area; and

WHEREAS, the U.S. Department of Transportation plans to hold a series of public hearings to determine if Indiana's counties should remain in the Eastern or shift to the Central Time Zone; and

WHEREAS, it has been the stated policy of the administration of the State of Indiana that each County should decide that time zone most appropriate to its needs; and

WHEREAS, the Board of Commissioners of St. Joseph County have chosen to be included in the Central Time Zone.

NOW, THEREFORE, BE IT RESOLVED:

The Board of Commissioners of the County of Lake endorses the inclusion of St. Joseph County in the Central Time Zone and directs its staff to send this Resolution to the U.S. Department of Transportation, St. Joseph County Council and County Board of Commissioners to be entered into the public record as support thereof.

RESOLVED this 16 day of November, 2005.

Gerry Scheub
GERRY SCHEUB, President
Board of Commissioners, County of Lake

CERTIFICATE

The undersigned duly qualified Auditor of Lake County, certifies that the foregoing is a true and correct copy of the resolution, adopted at a legally convened meeting of the Lake County Board of Commissioners held 16th of November, 2005.

Peggy Katona
PEGGY KATONA, Auditor
County of Lake

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Deby
Gerry Scheub
APPROVED THIS 12 DAY OF Nov 20 05

Order#88 – Agenda #84A-C

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Joint Meeting, Wednesday, August 31, 2005, Regular Meeting, Wednesday, September 21, 2005, and Special Meeting, Wednesday, October 12, 2005.

DuPey made a motion, seconded by Clay, to approve the L.C. Board of Commissioner's Minutes of Joint Meeting, Wednesday, August 31, 2005, Regular Meeting, Wednesday, September 21, 2005, and Special Meeting, Wednesday, October 12, 2005. Motion passed 2-0, Commissioner DuPey absent.

Order#89 – Agenda #85

In the Matter of Poor Relief Decisions.

Clay made a motion, seconded by Scheub, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0, Commissioner DuPey absent.

Magnalena Arreola	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown.
Wanda Colon	-Approved. Approved on condition.
George Gary	-The Township shall lift the 60 day penalty for failure to comply with I.C. 12-20-6.5 on condition that appellant show the township proof of application with welfare medical based on good cause shown.
Sandra Finney	-Approved.
Lisa Brown	-Approved on condition.
Jonathan Scott	-Approved on condition.
Lavita Brewer	-Approved on condition.
Sangchan Buckner	-Approved. Remanded to township for further consideration and review.
Patrice Johnson	-Approved on condition.
C. Beverly	-Denied for appellant's failure to appear.
P. Scott	-Denied for appellant's failure to appear.
K. Kimbrough	-Denied for appellant's failure to appear.
C. Jenkins	-Denied for appellant's failure to appear.
L. Carter	-Denied for appellant's failure to appear.
T. Hall	-Denied for appellant's failure to appear.
R. Gardner	-Denied for appellant's failure to appear.
L. Hicks	-Denied for appellant's failure to appear.
R. Hester	-Denied for appellant's failure to appear.
Cartina Reese	-Approved.
Marnette Davis	-Approved on condition.
Dennis Carr	-Approved on condition.
Nina Zavala	-Approved.
Scecelia Williams	-Approved on condition.
Latanya McHenry	-Approved on condition.
Gavin Lewis	-Approved.
Braylan Jones	-Denied.
Latonya Lark	-Approved.
Daryel Moore	-Approved on condition.
Marie Butts	-Denied.
Manuel Bernecett	-Approved on condition.
Tamika Allen	-Approved.
Itzel Chen	-Approved.
Earl Riley	-Approved.
Valeta Spence	-Denied.
Damian Reedus	-Approved. Denied.
Irene Kirkendall	-Denied.
Michelle Harriston	-Approved on condition.
Tanya White	-Approved on condition.
T. Morgan	-Denied for appellant's failure to appear.
K. Tolbert	-Denied for appellant's failure to appear.
D. MacLemore	-Denied for appellant's failure to appear.
Tim Nicoloff	-Denied.
Lavetta Littles	-Approved.
April Crump	-Approved on condition. Denied.
Paula Weddington	-Approved.
Darmecia Jordan	-Approved.
Ronald Garner	-Approved on condition.
P. McFall	-Denied for appellant's failure to appear.
L. Phillips	-Denied for appellant's failure to appear.
E. Rowe	-Denied for appellant's failure to appear.
J. Dillworth	-Denied for appellant's failure to appear.
T. Hightower	-Denied for appellant's failure to appear.
C. Price	-Denied for appellant's failure to appear.
Mattie Thirkheld	-Approved.
Cynthia Roscoe	-Approved.
Jamie Morrow	-Approved. Denied.
Ernest Atkins	-Approved.
Santoria Johnson	-Approved.
Christopher Green	-Denied.
Audie Taylor	-Approved.
Latrice Barksdale	-Approved. Denied.
Lisa McFarland	-Approved. Remanded to township for further consideration and review.
Shamika Shackelford	-Approved.
Delia Castile	-Approved.

Shaerretha Cole

-Approved.
Order#89 – Agenda #85 (Cont'd)

Ebony Appleton
Tiffany Johnson
Georgia Webster
Vastina Ford
Pamela Briggs
Earl Leonard
Charles Goodman
Alana Blackwell
Marqueva Price
Carrie Miller
Patricia Duckworth
Tammy Fair
Yolanda Anderson
J. Eyer
Nina Vavala

-Approved on condition.
-Approved.
-Approved.
-Approved.
-Approved.
-Approved.
-Approved.
-Approved on condition.
-Approved.
-Approved on condition.
-Approved. Approved on condition. Denied.
-Denied for appellant's failure to appear.
-Denied for appellant's failure to appear.
-Denied for appellant's failure to appear.

Order#90 – Agenda #86

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, November 16, 2005.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, November 16, 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.
Clay made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket. Motion passed 2-0, Commissioner DuPey absent.

Order#91 – Agenda #87

In the Matter of Vendor Qualifications Affidavits.

Clay made a motion, seconded by Scheub, to approve and make a matter of public record the following Vendor Qualifications Affidavits. Motion passed 2-0, Commissioner DuPey absent.

LOT O' FUN TRUCK ACCESSORIES
J B DESIGN
DON'S FOUNDATION REPAIR
MID AMERICA TELEPHONE SYSTEMS
E GIX INC.
NETWORK TECHNOLOGY SERVICES, INC.
AMERICAN SAFETY TRAINING
CHAOS COMPUTERS UNLIMITED
CHICAGO TOWER LEASING CORP.
DIAMONDBACK TACTICAL
FIRE APPARATUS SERVICE INC.
OPERATIONAL TACTICS, INC.
B AND K EQUIPMENT
PERMANENT RECORDS L.P./SOURCECORP
THE SHARPER IMAGE
FAMILY MATTERS INSTITUTE, INC.
R. HORN PH D
PROFESSIONAL PSYCHOLOGICAL SERVICES
ZEITLER, MANETTE
CUCINELLO & ASSOCIATES
STANDARD BUSINESS SOLUTIONS
BRUMM'S BLOOMIN BARN
CROWN POINT ANIMAL HOSPITAL
GOMEZ, ARMANDO
INDIANA OFFICE OF TECHNOLOGY
JESSIE WHITE TUMBLING TEAM
MOTOROLA INC.
S AND K ENGINEERING
SOUTHERN POLICE EQUIPMENT
TOWER RIBBONS AND AWARDS
INDIANA UNIVERSITY PSYCHIATRIC ASSOCIATES, INC.
D B P S

Order#92 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-89.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-89, Resolution Honoring the Dyer 13-year-old Babe Ruth all Star Team. Motion passed 3-0.

RESOLUTION NO. 05-89

**RESOLUTION HONORING THE DYER
13-YEAR-OLD BABE RUTH ALL STAR TEAM**

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

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

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

WHEREAS, the Dyer 13-Year-Old Babe Ruth All Star Team won the State Championship in Noblesville, defeating Logansport.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the coaches and trainers but most particularly to the young men of the Dyer 13-Year-Old Babe Ruth All Star Team, the Indiana State Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Dyer Babe Ruth 13-Year-Old All Star Team.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DeBevoise

APPROVED THIS 16 DAY OF NOV 20 05

DATED THIS 8th day of November, 2005.

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

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

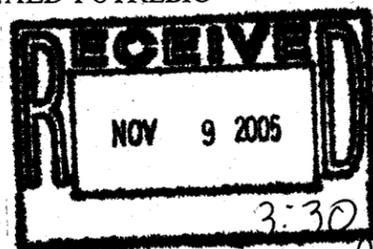
Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council



Order#93 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-91.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-91, Resolution Honoring Murcie Poplar Lavender. Motion passed 3-0.

RESOLUTION NO. 05-91

RESOLUTION HONORING MURCIE POPLAR LAVENDER

WHEREAS, MURCIE POPLAR LAVENDER has been a lifelong Gary resident, she graduated from Roosevelt High School in 1946, and received an art scholarship to Indiana University in Bloomington, where she studied painting and sculpture; and

WHEREAS, MURCIE POPLAR LAVENDER was an art teacher in the Gary Public Schools system for 33 years, in 1963 she formed the Gary Art Institute which produced weekly public art exhibitions and awarded scholarships to students, in 1974 she helped bring the first mural to downtown Gary and in 2001 she was inducted in the Steel City Hall of Fame as an artist and educator; and

WHEREAS, in 1999, MURCIE POPLAR LAVENDER formed the Children's Art Institute located at Indiana University Northwest's Campus as a place for sculpture, painting, drawing and other art classes for children in Lake and Porter Counties; and

WHEREAS, the Indiana Arts Commission and Governor Mitch Daniels have honored MURCIE POPLAR LAVENDER with the Governor's Arts Award, which recognizes those who have made significant contributions to the arts.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council recognizes MURCIE POPLAR LAVENDER for her significant contributions to the arts, and for the honor of receiving the Governor's Arts Award; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to MURCIE POPLAR LAVENDER.

DULY ADOPTED by the Lake County Council, this 8th day of November, 2005.

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

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald P. Stetson
DONALD P. STETSON

Francis Babus
FRANCIS BABUS

Members of the Lake County Council
NOV 9, 05
CB

3:30

APPROVED THIS 16 DAY OF NOV 2005

Order#94 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-92.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-92, Resolution Honoring Rosa Parks. Motion passed 3-0.

RESOLUTION NO. 05-92

RESOLUTION HONORING ROSA PARKS

WHEREAS, ROSA PARKS, a black seamstress whose refusal to relinquish her seat to a white man on a city bus in Montgomery, Alabama, almost 50 years ago grew into a mythic event that helped touch off the civil rights movement of the 1950's and 1960's; and

WHEREAS, the events that began on that bus in the winter of 1955 captivated the nation and transformed a 26-year-old preacher named Martin Luther King, Jr. into a major civil rights leader and clarified for people far beyond Montgomery the cruelty and humiliation inherent in the laws and customs of segregation; and

WHEREAS, ROSA PARKS was very active in the Montgomery N.A.A.C.P. Chapter and had taken part in voter registration drives; and

WHEREAS, ROSA PARKS was awarded the Presidential Medal of Freedom and Congressional Gold Medal and has been known as the Founding Symbol of Civil Rights.

NOW, THEREFORE, LET IT BE RESOLVED THAT:

That the Lake County Council hereby recognizes and memorializes ROSA PARKS, that a copy of this Resolution shall be spread on the official records of the Lake County Council.

SO RESOLVED THIS 8TH DAY OF NOVEMBER, 2005.

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

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine Cid
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPepe
APPROVED THIS 16 DAY OF NOV 20 05

RECEIVED
NOV 9 2005
3:30
CPS

Order#95 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-93.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-93, Resolution Honoring Reverend Charles M. Morgan. Motion passed 3-0.

RESOLUTION NO. 05-93

**RESOLUTION HONORING
REVEREND CHARLES M. MORGAN**

WHEREAS, REVEREND CHARLES M. MORGAN is an active member of the Baptist Minister's Conference of Gary, Second Vice Moderator of the Northern Indiana Missionary Baptist District Association, a participant at the Stephen Olford School for Expository Preaching in Memphis, Tennessee, an instructor for the Baptist Minister's Seminar for the past two years and has been a guest evangelist for churches throughout the Country; and

WHEREAS, REVEREND CHARLES M. MORGAN has organized "Children's Church" for the children in the community as well as the children of Galilee, initiated a program of witnessing in housing developments and apartment complexes where church members go door to door spreading the word of God, he also implemented a Vacation Bible School "kickoff" each year which includes a picnic on the Church grounds geared towards involving the youth in the community as far away as Griffith; and

WHEREAS, REVEREND CHARLES M. MORGAN demonstrates in his own life and in his relations with his fellow human beings the highest of ideals and personal commitment to his God and to the betterment of all mankind; and

WHEREAS, the members of the Galilee Missionary Baptist Church will observe the Fifth Anniversary of REVEREND CHARLES M. MORGAN.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council in recognition of the service to the citizens of Lake County honor REVEREND CHARLES M. MORGAN as a true humanitarian who exemplifies selflessness, hard work and dedication to his community and church; and that a copy of this Resolution be spread on the official records of the Lake County Council and an official copy be delivered to REVEREND CHARLES M. MORGAN.

DULY ADOPTED by the Lake County Council, this 8th day of November, 2005.

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

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine CID
CHRISTINE CID

Donald Poterius
DONALD POTERIUS
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Duley

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Members of the Lake County Council
NOV 9 2005
3:30
B

APPROVED THIS 7th DAY OF NOV 2005

Order#96 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-94.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-94, Resolution Concerning Holiday Schedule for the Calendar Year of 2006. Motion passed 3-0.

RESOLUTION NO. 05-94

RESOLUTION CONCERNING HOLIDAY SCHEDULE FOR THE CALENDAR YEAR OF 2006

WHEREAS, the Lake County Council pursuant to I.C. 36-2-2-10 has authority for employees of Lake County, and

WHEREAS, the Lake County Council wishes to establish legal holidays for Lake County.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the following holidays are established for the employees of Lake County:

New Year's Day	January 1st	Monday closed (1-2-06)
Martin Luther King, Jr.	January 16th	Monday closed
President's Day	February 20th	Monday closed
Good Friday	April 14th	Friday closed
Memorial Day	May 29th	Monday closed
Independence Day	July 4th	Tuesday closed
Labor Day	September 4th	Monday closed
Columbus Day	October 9th	Monday closed
Veterans Day	November 11th	Friday closed (11-10-06)
Thanksgiving Day	November 23rd	Thursday closed
	November 24th	Friday closed
Christmas Eve	December 24th	Sunday
Christmas Day	December 25th	Monday closed
New Years Eve	December 31st	Sunday

SO RESOLVED THIS 8th DAY OF NOVEMBER, 2005.

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

[Signature]
RON TABACZYNSKI
[Signature]
THOMAS O'DONNELL
[Signature]
ELSIE FRANKLIN

LARRY BLANCHARD
[Signature]
CHRISTINE CID
[Signature]
DONALD POTREBIC

Members of the Lake County Council BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
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[Signature]
APPROVED THIS 9th DAY OF NOV 20 05

Order#97 – Agenda #88

In the Matter of L.C. Council Ordinances and Resolutions: Resolution No. 05-95.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-95, Resolution in Support of the Workshop to Explore the Comparative Merits of Sales Tax Increment Financing as an Economic Benefit Tool and Urging the Indiana General Assembly to Press Forward with Appropriate Legislation. Motion passed 3-0.

RESOLUTION NO. 05-95

RESOLUTION IN SUPPORT OF THE WORKSHOP
TO EXPLORE THE COMPARATIVE MERITS OF SALES
TAX INCREMENT FINANCING AS AN ECONOMIC
BENEFIT TOOL AND URGING THE INDIANA GENERAL
ASSEMBLY TO PRESS FORWARD WITH APPROPRIATE LEGISLATION

- WHEREAS, the Lake County Council as the fiscal and legislative body of the County, from time to time, encounters issues of public import and moment which invite an expression from the elected representatives as part of the public discourse on the matter; and
- WHEREAS, Article 1, Section 31 of the Indiana Constitution provides that no law shall restrain any of the inhabitants of the State from assembling together in a peaceable manner, to consult for their common good, nor from instructing their representatives, nor from apply to the General Assembly for redress of grievances; and
- WHEREAS, Lake County was incorporated to provide certain public services to the inhabitants of this community, all of whom are also inhabitants of this State, who from time to time assemble together in a peaceable manner, consult for their common good, instruct their representatives and in some cases to apply to the General Assembly for redress of grievances, all for the betterment of government; and
- WHEREAS, Lake County, along with the many other general service municipal governments in the State, notes the importance and public value in meaningful statutory tools and methods in support of economic development and redevelopment, that among these is Sales Tax Increment Financing; and
- WHEREAS, Lake County, along with many other general service municipal governments in the State, notes the importance and public value in additional workshops, training and other educational opportunities to help more fully inform the elected and appointed policy makers about the variety and application of various statutory tools and methods in support of economic development and redevelopment including Sales Tax Increment Financing; and
- WHEREAS, Lake County by and through its elected officers wishes to offer a distinct, public expression on the public import of this matter.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

- Section 1: That the Lake County Council, speaking as an advocate for the people of this community, supports the organization and presentation of a workshop to help more fully inform the elected and appointed policy makers about the variety and application of various statutory tools and

methods in support of economic development and redevelopment, including Sales Tax Increment Financing.

Section 2: That the Lake County Council, speaking as an advocate for the people of this community, urges the Indiana General Assembly to further equip the policy toolbox of local governments by making available Sales Tax Increment Financing to all local governments which may wish to employ it in service to economic development and redevelopment.

Section 3: That the Lake County Auditor be hereby further instructed to transmit and forward this Resolution to such other persons as may be deemed to have an interest in this matter and to encourage those persons to evidence their strong desire to see the objects and purposes of this Resolution achieved.

SO RESOLVED THIS 8TH DAY OF NOVEMBER, 2005.

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

Ron Tabaczynski
RON TABACZYNSKI

Thomas O'Donnell
THOMAS O'DONNELL

Elsie Franklin
ELSIE FRANKLIN

Larry Blanchard
LARRY BLANCHARD

Christine Cid
CHRISTINE CID

Donald Potrebic
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Dubay

[Signature]

APPROVED THIS 12 DAY OF NOV 2005

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Order#98 – Agenda #87

In the Matter of Vendor Qualification Affidavits.

DuPey made a motion, seconded by Clay, to reconsider the Vendor Qualification Affidavits. Motion passed 3-0.

DuPey made a motion, seconded by Clay, to deny the following Vendor Qualification Affidavits; J B DESIGN, BRUMM'S BLOOMIN BARN, and CHAOS COMPUTERS UNLIMITED. Motion passed 3-0.

Order#99 – Agenda #90A

In the Matter of Treasurer's Report for the month of May & June, 2005.

Comes now, Irene Holinga, Lake County Treasurer, and files with the Board her report of fees taken in and collected in her office for the Month of May & June, 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 Treasurer's Reports of May & June, 2005 as submitted. Motion passed 3-0.

Order#100 – Agenda #90B&C

In the Matter of Weights and Measures Report for period of August 16, 2005 – September 15, 2005 and September 16, 2005 – October 15, 2005.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Periods 08/16/05 – 09/15/05 and 09/16/05 – 10/15/05. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

DuPey made a motion, seconded by Clay, to accept the above Weights and Measures Reports of 08/16/05 – 09/15/05 and 09/16/05 – 10/15/05 as submitted. Motion passed 3-0.

Order#101 – Agenda #80

In the Matter of State of Indiana, Indiana Board of Tax Review Invoice No. SM2005-4 dated October 12, 2005 in the amount of \$40,468.22 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearing and reimbursement of temp employee cost.

DuPey made a motion, seconded by Scheub, to deny the State of Indiana, Indiana Board of Tax Review Invoice No. SM2005-4 dated October 12, 2005 in the amount of \$40,468.22 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearing and reimbursement of temp employee cost. Motion passed 3-0.

Order#102 – Agenda #81

In the Matter of Judgment Bond in the amount of \$5,000,000.00.

DuPey made a motion, seconded by Scheub, to approve to start the process for the Judgment Bond in the amount of \$5,000,000.00. Motion passed 3-0.

IN THE MATTER OF THE ISSUANCE OF
JUDGMENT FUNDING BONDS FOR THE
PAYMENT OF CERTAIN JUDGMENTS ENTERED
AGAINST LAKE COUNTY, INDIANA

COMMISSIONERS' PRELIMINARY FINDINGS AND ORDER TO ISSUE
JUDGMENT FUNDING BONDS OF LAKE COUNTY, INDIANA

WHEREAS, the Board of Commissioners of the County of Lake (the "County"), having 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 County to pay judgments in the amounts as set forth on such Exhibit A (collectively, the "Judgments"); having established the principal amount of the Judgments and having 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, NOW FINDS:

Section 1. The County has insufficient funds available or provided in the existing budgets or tax levies that may be applied to the payment of the Judgment; and it will be necessary to authorize the issuance and sale of judgment funding bonds for such purposes;

Section 2. Subject to proper action by the Lake County Council and for the purpose of paying and satisfying the Judgments in full, together with expenses incidental thereto, including the costs of issuance of bonds on account thereof, the Board of Commissioners hereby approves and requests the issuance and sale of judgment funding bonds of the County, in an aggregate principal amount not to exceed five Million Hundred Thousand Dollars (\$5,000,000) (with such amount to be conclusively determined prior to the closing of the bond issue in accordance with Indiana law and pursuant to the proposed bond ordinance described below by final findings of the Board of Commissioners) bearing interest at a rate not to exceed eight (8%) per annum and maturing no later than Dec 31, 2011.

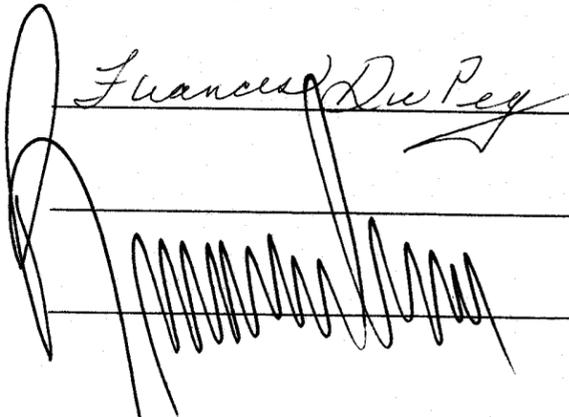
Section 3. The terms and conditions of the judgment funding bonds will be provided for in a bond ordinance to be adopted by the Lake County Council.

Section 4. The County has no funds available or provided for in the existing budgets or tax levies that may be applied to satisfy the Judgments, including related costs as described above, and the Board of Commissioners of the County hereby determines that an extraordinary emergency and necessity requiring additional appropriation exists, and hereby requests that the Lake County Council, upon due notice as required by Indiana law, appropriate the proceeds of such bonds for satisfaction of the Judgments, together with expenses incidental thereto, including expenses related to the issuance of bonds on account thereof.

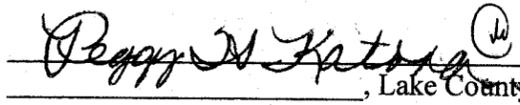
Section 5. The Board of Commissioners of the County has previously directed the County Auditor to issue a call for a regular or special meeting of the County Council to be held at the usual meeting place of the County Council on the _____ day of December, 2005, to consider the issuance of such judgment funding bonds, and now further directs the County Auditor to enter this finding and order as of this date in the proceedings of this Board.

ADOPTED by the Board of Commissioners of the County of Lake on this 16 day of November, 2005.

THE BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA



ATTEST:



Peggy M. Katona, Lake County Auditor

Order#103 – Agenda #82

In the Matter of \$300,000.00 for the Lake County Highway Department Lowell Garage.

DuPey made a motion, seconded by Clay, to approve the \$300,000.00 for the Lake County Highway Department Lowell Garage. Motion passed 3-0.

Order#104

In the Matter of Appointments: IHCD District 2 & District 3; Conservancy District.

Clay made a motion, seconded by DuPey, to send these applications to the Auditor's Office on December 3, 2005. Motion passed 3-0.

Order#105 – Agenda #12

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

DuPey made a motion, seconded by Clay, to reject the bid from Wilcox Professional Services LLC due to the bid being received late. Motion passed 3-0.

Order#106 – Agenda #68

In the Matter of Bids for Photocopier Maintenance for Various County Offices and Departments for the Year 2006.

DuPey made a motion, seconded by Clay, to reject the bid from Advanced Imaging Solutions due to the bid being received late. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Photocopier Maintenance for Various County Offices and Departments for the Year 2006, the following bids were received:

Danka Office Imaging	\$50,499.83
Adams Remco	\$29,100.00
McShane's	\$61,000.00
Gateway Business Systems	\$28,853.00
Kramer & Leonard Office Products	\$14,730.00
Ikon Office Solutions	\$40,035.00

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

Order#107 – Agenda #37

In the Matter of Bids for Photography Supplies for the L.C. Coroner for the Year 2006.

This being the day, time and place for the receiving of bids for Photography Supplies for the Year 2006 for the L.C. Coroner, there were no bids received.

DuPey made a motion, seconded by Scheub, to approve the L.C. Coroner to go out on an open market for the bids for Photography Supplies for the Year 2006. Motion passed 3-0.

Order#108 – Agenda #52

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

This being the day, time and place for the receiving of bids for Paper Products for the Year 2006 for the L.C. Building Manager, the following bids were received:

Cal-Region Supply, Inc.	\$23094.40
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DuPey made a motion, seconded by Clay, to take the above bids under advisement and refer to the L.C. Building Manager for tabulation and recommendation. Motion passed 3-0.

Order#109 – Agenda #51

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

This being the day, time and place for the receiving of bids for Lighting Supplies for the Year 2006 for the L.C. Building Manager, the following bids were received:

North Coast Lighting, LLC	\$10,942.17
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DuPey made a motion, seconded by Clay, to take the above bids under advisement and refer to the L.C. Building Manager for tabulation and recommendation. Motion passed 3-0.

Order#110 – Agenda #50

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

This being the day, time and place for the receiving of bids for Janitorial Cleaning Supplies for the Year 2006 for the L.C. Building Manager, the following bids were received:

Cal-Region Supply, Inc.	\$13,898.00
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DuPey made a motion, seconded by Clay, to take the above bids under advisement and refer to the L.C. Building Manager for tabulation and recommendation. Motion passed 3-0.

Order#111 – Agenda #33

In the Matter of Bids for Janitorial, Maintenance, Paper, Laundry Supplies and Health & Grooming for the Year 2006 for the L.C. Juvenile Center

This being the day, time and place for the receiving of bids for Janitorial, Maintenance, Paper, Laundry Supplies and Health & Grooming for the Year 2006 for the L.C. Juvenile Center, the following bids were received:

Ecolab	\$5762.68
Able Paper & Janitorial Supplies	\$16,572.00
Gurtler Industries	\$6,337.50
Cal-Region Supply	\$20,887.40

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

Order#112 – Agenda #30 - 32

In the Matter of Bids for Food, Bread, and Dairy Products for the First Quarter Year 2006 for the L.C. Juvenile Center.

DuPey made a motion, seconded by Clay, to reject the bid from Clover Crest Dairy for the bid for Dairy Products First Quarter Year 2006 for the bid being received late. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Food, Bread, and Dairy Products for the First Quarter Year 2006 for the L.C. Juvenile Center, the following bids were received:

DAIRY	
Pleasant View Dairy	\$2,119.95
BREAD	
Interstate Brands Corp.	\$2,060.60
Alpha Baking Co.	\$1,887.50
FOOD	
Shop Rite Foods	\$22,236.90

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

Order#113 – Agenda #28E

In the Matter of Bids for Tires and Tubes for the L.C. Sheriff.

This being the day, time and place for the receiving of bids for Tires and Tubes for the L.C. Sheriff, the following bids were received:

GCR Tire Center	\$47,320.00
Chicago Tire	\$55,157.80

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

Order#114 – Agenda #28E

In the Matter of Bids for Oil and Lubricants for the L.C. Sheriff.

This being the day, time and place for the receiving of bids for Oil and Lubricants for the L.C. Sheriff, the following bids were received:

Superior Petroleum Products	\$13,338.45
Pinkerton Oil Co. Inc.	\$8,868.05

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

Order#115 – Agenda #28D

In the Matter of Bids for Officers Uniforms for the L.C. Sheriff.

DuPey made a motion, seconded by Clay, to reject the bid from Sklarewitz Uniforms due to the Form 95 not being signed. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Officers Uniforms for the L.C. Sheriff, the following bids were received:

Star Uniform	\$1125.95
A&J Uniform	\$1062.67

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

Order#116 – Agenda #28C

In the Matter of Bids for Gasoline for the Helicopter for the L.C. Sheriff.

This being the day, time and place for the receiving of bids for Gasoline for the Helicopters for the L.C. Sheriff, there were no bids received.

DuPey made a motion, seconded by Clay, to approve the Highway Department to go out on an open market. Motion passed 3-0.

Order#117 – Agenda #28A

In the Matter of Bids for Garage and Motor Supplies for the L.C. Sheriff.

This being the day, time and place for the receiving of bids Garage and Motor Supplies for the L.C. Sheriff, the following bids were received:

Van Senus Auto Parts	\$31,926.20
Commercial Auto & Truck	\$36,264.80

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

Order#118 – Agenda #28B

In the Matter of Bids for Gasoline for the L.C. Sheriff.

This being the day, time and place for the receiving of bids for Gasoline for the L.C. Sheriff, the following bids were received:

Superior Petroleum Products	\$737,100.00
Pinkerton Oil Co. Inc.	\$755,235.00
Whitman Sales & Services	\$738,400.00

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

Order#119 – Agenda #27E

In the Matter of Bids for Maintenance Supplies for the L.C. Jail.

This being the day, time and place for the receiving of bids for Maintenance Supplies for the L.C. Jail, there were no bids received.

DuPey made a motion, seconded by Clay, to approve the L.C. Sheriff to go out on an open market. Motion passed 3-0.

Order#120 – Agenda #27D

In the Matter of Bids for Laundry Supplies for the L.C. Jail.

This being the day, time and place for the receiving of bids for Laundry Supplies for the L.C. Jail, the following bids were received:

Gurtler Industries	\$9814.75
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DuPey made a motion, seconded by Clay, to take the above bids under advisement and refer to the L.C. Sheriff for tabulation and recommendation. Motion passed 3-0.

Order#121 – Agenda #27C

In the Matter of Bids for Kitchen Supplies for the L.C. Jail.

This being the day, time and place for the receiving of bids for Kitchen Supplies for the L.C. Jail, the following bids were received:

Order#121 – Agenda #27C (Cont'd)

Able Paper & Janitorial Supplies	\$17,390.00
Cal-Region Supply	\$18,125.50

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

Order#122 – Agenda #27B

In the Matter of Bids for Household Supplies for the L.C. Jail.

This being the day, time and place for the receiving of bids for Household Supplies for the L.C. Jail, the following bids were received:

Able Paper & Janitorial Supplies	\$33,864.50
Cal-Region Supply	\$34,658.30

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

Order#123 – Agenda #27A

In the Matter of Bids for Correctional Officers Uniforms for the L.C. Jail.

DuPey made a motion, seconded by Clay, to reject the bid from Sklarewitz Uniforms due to the Form 95 not being signed. Motion passed 3-0.

This being the day, time and place for the receiving of bids for Correctional Officers Uniforms for the L.C. Jail, the following bids were received:

Star Uniform	\$415.30
A&J Uniform	\$452.00

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

Order#124 – Agenda #46

In the Matter of Bids for the Scanning of the Lake County Auditor's Property Record Cards for the L.C. Data Processing.

This being the day, time and place for the receiving of bids for Lake County Auditor's Property Record Cards for the L.C. Data Processing, there were two bids received.

DuPey made a motion, seconded by Scheub, to reject the bid from Manatron due to the Form #95 not being signed and reject the bid from Reverus Access Recover Solutions due the bid being received late. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to approve the L.C. Data Processing to go out on an open market. Motion passed 3-0.

Order#125 – Agenda #45

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

This being the day, time and place for the receiving of bids for IBM Compatible Personal Computers for the Year 2006 for the L.C. Data Processing, the following bids were received:

CDW Government	NO BID
Think Tank Information Systems	\$16,610.65
Chester, Inc.	\$15,529.00

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

Order#126 – Agenda #69

In the Matter of Bids for Typewriter Maintenance for Various County Offices and Departments for the Year 2006.

This being the day, time and place for the receiving of bids for Typewriter Maintenance for Various County Offices and Departments for the Year 2006, the following bids were received:

Adams Remco	\$11,970.00
Gateway Business Systems	\$17,775.00

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

Order#127 – Agenda #67

In the Matter of Bids for Printing Class 1, 2, 2A, 2B, 3, 4, 5, & 8 for Various County Offices and Departments for the Year 2006.

Order#127 – Agenda #67 (Cont'd)

This being the day, time and place for the receiving of bids for Printing Class 1, 2, 2A, 2B, 3, 4, 5, & 8 for Various County Offices and Departments for the Year 2006, the following bids were received:

Lake Shore	Class2A & 2B	\$14,502.00
P & H Printing, Etc.	Class 4,5,& 8	\$149,275.05
Haywood Printing	Various Classes	Various bids
McShane's	Class 2A & 3	\$50,350.89
Corporate Express		\$45,649.42
A-1 Union Graphics	Class 4 & 5	\$54,224.50
Sheffield Press	Class 2 & 8	\$139,863.65
L & S Label Printing	Class 2B	\$4,473.75

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Purchasing Agent for tabulation and recommendation. Motion passed 2-0, Commissioner Clay absent.

Order#128 – Agenda #80

In the Matter of State of Indiana, Indiana Board of Tax Review Invoice No. SM2005-4 dated October 12, 2005 in the amount of \$40,468.22 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearing and reimbursement of temp employee cost.

DuPey made a motion, seconded by Clay, to reconsider the State of Indiana, Indiana Board of Tax Review Invoice No. SM2005-4 dated October 12, 2005 in the amount of \$40,468.22 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearing and reimbursement of temp employee cost. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to approve the State of Indiana, Indiana Board of Tax Review Invoice No. SM2005-4 dated October 12, 2005 in the amount of \$40,468.22 for reimbursement of "Special Masters" cost: Hearing Officers for Lake County Real Property Appeal Hearing and reimbursement of temp employee cost. Motion passed 3-0.

Order#129 – Agenda #79

In the Matter of Midwest Business & Economic Research Group LLC work performed concerning the 2% Program.

Clay made a motion, seconded by Scheub, to reconsider the Midwest Business & Economic Research Group LLC work performed concerning the 2% Program. Motion passed 3-0.

Clay made a motion, seconded by Scheub, to approve the Midwest Business & Economic Research Group LLC work performed concerning the 2% Program. Motion passed 2-1, Commissioner DuPey against.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, January 19, 2005 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