

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 1<sup>st</sup> day of October, 2008 at about 9:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 1<sup>st</sup> day of October, 2008 at about 9:45 a.m.

#### Announcement

Present in our Meeting today we have Mayor McDermott, Mayor of the City of Hammond and as well we have Representative of FEMA, Theresa Simpson.

#### Order #1 Agenda #5A

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

Allen made a motion, seconded by DuPey, to give permission for Bids/Proposals to be opened. Motion passed 3-0.

#### Order #2 Agenda #5B

In the Matter of: Deletions and Corrections to Agenda.

DuPey made a motion, seconded by Allen, to approve the **Deletions** – Number 37; **Corrections** – Numbers 6 A-C, 18 A-E, 19 A-E, 20, 35, 39, 47 A-C Should Read: To be Returned Tuesday, November 18, 2008 Prior to 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0.

#### Order #3 Agenda #5D

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

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

#### Order #3 Agenda #5E

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

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

#### Order #4 Consent Agenda

In the Matter of Consent Agenda

DuPey made a motion, seconded by Allen, to approve the Consent Agenda Items (#17 A-E, 56, 57A, 57B). Motion passed 3-0.

#### Order #4 Consent Agenda #17 A-E

In the Matter of L.C. Highway - Certificates of Liability Insurance (MS Consultants, Inc. EtAl; MS Consultants, Inc. Etal; Buckeye Partners, L.P.; Western Utility Contractors, Inc.; Ellas Construction Co., Inc.)

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance (MS Consultants, Inc. EtAl; MS Consultants, Inc. Etal; Buckeye Partners, L.P.; Western Utility Contractors, Inc.; Ellas Construction Co., Inc.). Motion passed 3-0.

#### Order #4 Consent Agenda #56

In the Matter of Vendor Qualification Affidavits.

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

WOODRUFF & SONS, INC.  
ANDREWS INSULATION INC.  
LYLE CRABB  
PITMAN COMPANY  
TALTREE ARBORETUM & GARDENS FOUNDATION, INC.  
S & H ENGINEERS & SURVEYORS, INC.  
HORIZONS UNLIMITED, LLC  
BELL REPORTING SERVICE  
CHARLES W. RICKS  
DAVID S. STURDIVANT  
PUBLIC SAFETY CENTER, INC.  
LITHOGRAPHIC COMMUNICATIONS, LLC  
COMPREHENSIVE CARE  
MARK SPENCER dba MAS MEDIA 7

## Order #4 Consent Agenda #57A

In the Matter of Clerk's Branches Report for the months of July, 2008.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of July 2008. 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 Allen, to accept the above Clerk's Branches Reports of July 2008 as submitted. Motion passed 3-0.

## Order #4 Consent Agenda #57B

In the Matter of Treasurer's Report for the month of August, 2008.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of August 2008. 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 Allen, to accept the above Treasurer's Reports of August 2008 as submitted. Motion passed 3-0.

## Order #5

SPEAKER – MAYOR McDERMOTT, MAYOR OF THE CITY OF HAMMOND

DuPey, I'd like to say before he speaks, that the reason he's here today is about the Munster Bridge and there was some communication with myself yesterday and some of the residents over there and they tried to reach him but unfortunately we didn't get together by the time we made the decision I talked to Marcus Malczewski, L.C. Highway Superintendent, and we had closed the Northcote Avenue Bridge between Munster and Hammond and after discussing it with the Mayor and others we did re-open the Bridge last night around 4 o'clock and I think as of this morning the Bridge is closed again by the Munster side, our side is open, and that's what he wants to address.

Mayor McDermott, Thank you Commissioner DuPey, I'm here basically to answer questions. This is an issue that's been brewing for longer than, since Woodmar Country Club turned into Cabela's basically. There's been a rumor to get rid of the Northcote Avenue Bridge, I was aware after the flood that the Bridge was inspected and passed and has been open to traffic for close to two weeks. When I heard the Bridge was shut-down yesterday, it was told to me that it was shutdown because people on the Hammond and Munster side are complaining of too much Truck Traffic, I said okay well I agree, there is a lot of truck traffic and it makes sense to shut down the Bridge, if that's the case, even though in my office we haven't had complaints to this point, but I'm not doubting the reason, but when I started to ask questions they start getting a little bit more uncomfortable. How long do we plan to leave the Bridge shut down for? Because it is structurally sound, whether or not it's safe is not an issue. It's an issue of whether or not there's too much truck traffic basically, what's the time frame. I am sensitive on this because I realize there has been a movement to eliminate that bridge before the flood and that is an important Bridge, it's designated by INDOT as a collector (Northcote Avenue) and if you eliminate traffic through a collector it's going to cause traffic jams on both sides. Secondly, it's another route from the Schleicher neighborhood of Hammond to Community Hospital, which is important as well. So this is an issue that I think and I understand the reason it was made yesterday and I appreciate the fact was opened back up but now we have a real issue, I have my Street Commissioner, Gary Gleason, with me and he informed me this morning that last night he broke the tape basically on the Munster side and drove into the Munster side because the Commissioners ordered it open again yesterday, this morning it was taped up again. *Scheub*, Who taped it up? McDermott, I dare say it may've been somebody in Munster, I wouldn't like to accuse anybody, but it's definitely not the Hammond people that are shutting the Bridge. *Scheub*, Is there a barricade there? What does the barricade say, Munster? *Marcus and Duane* (Highway Superintendent and Engineer), *Marcus*, Commissioner that Bridge was opened up last night and it was to remain open and after this meeting I will contact Munster and find out what's going on. I'll call them immediately to find out what's going on. *Scheub*, Do they have the right to close it? *Marcus*, They can't close the Bridge, they can close all the Streets that are within their jurisdiction and everything to but they can't close the Bridge. As far as, in regard to removing the Bridge, the only people that can remove that Bridge would be under your direction (Commissioners) and I seriously doubt that we would support that. *DuPey*, Perhaps that either the mayor or you would explain to the people what a Designated Collector is because last night when I mentioned that a lot of people had no idea what it was, so if you'd explain so that everybody knows what a Collector is. *Duane*, Federal Highway and State has a designation for roadways, there's local streets which are in your regular subdivisions and then there're collectors. A collector is a higher priority road for the designation and so it does reduce tension at that point. *DuPey*, If we ever elevated that Bridge would we get more consideration for Federal dollars? *Allen*, Initially, in your remarks, you talked about the complaints about truck traffic? *Mayor McDermott*, I never received those complaints. *Allen*, If that seems to be the problem, can't that be regulated through signage and regulations? *DuPey*, This truck stuff though was actually scavengers after the Flood looking for treasures in the trash. *Mayor McDermott*, I want to point two things out, First, when Cabela's was designed originally they wanted Cabela's one alternate entrance to be entrance and exit off Northcote and the City fought that fearing that if Northcote Avenue became the entrance and exit it's going to turn into a much busier street than it is now, so we agree with Munster that Northcote's special in Hammond and special Munster and we want to keep it that way which is why we had the city keep the Cabela traffic away from the neighborhood. Second, during the flood had the flood walls been completed, up to the Bridge, we would've realized that the Bridge was a low point because the walls would've been literally two, three feet higher than the current roadway set, so we have to realize that in a flood event Northcote Avenue Bridge is going to flood unless you dam it up with sandbags like Hammond did and Munster did also. So, we have to realize going in that technically you wouldn't have to raise the Bridge height, in my opinion, we would just have to realize that's a weakness if the Calumet (River) rises we have to dam that part up right there like we did in the last flood. *Scheub*, When you dam it up, do you close it off? *McDermott*, Absolutely.... We're being good neighbors with Munster, I want to point that out, this is a long term interest of the City of Hammond that's why we're here and we're totally sympathetic with their situation and Terry Gleason, Street Commissioner, sent people over there to help in the weeks after the flood to help, my Police Department patrolled Munster Streets, we haven't asked for a penny from Munster we're good neighbors and want to do everything we can to help them but in the long term interest of the City of Hammond closing Northcote Avenue Bridge is a disaster and that's why I'm here today. So, thank you very much.

## Order #6

SPEAKER – FEMA REPRESENTATIVE THERESA SIMPSON, Intergovernmental Affairs Specialist

Good morning, my name is Theresa Simpson and I'm with the Federal Emergency Management Agency (FEMA), primarily my purpose here today is just to let you know that I'm here to assist. Generally my position within FEMA is to assist Lake County and local government with any issues affiliates on between Federal and Local, I have been working with the various Mayors and Local Officials in the Towns throughout Lake County trying to resolve any concerns that might be taking place with in regard to FEMA. Mainly our biggest thing right now is trying to make sure that every resident that sustained damage from the flood are registered with FEMA for that assistance and that as the process progresses through, that relief from the Federal Government will come to help and we can help you guys get on the road to recovery. So, I just want to let you know that our Community Relations People our out there on the streets going door to door making sure everybody's got that information and I'll answer any questions. *Scheub*, Is there a possibility to have someone stationed here at our command center? *Theresa*, FEMA comes in as a guest of the State and the disaster recovery centers are designated by the State, so to my knowledge they have not designated a location for a disaster recovery center for Crown Point. So that really would be up to the Sate. *DuPey*, When you say State, are you saying the State Emergency Management? *Theresa*, Absolutely. *DuPey*, It would be nice if they'd talk to Lake County to see what Lake County actually needs before they decide what they're going to do. *Theresa*, Ok, I'll let our State Counterparts know that. I do understand that Lake Station did close their disaster recovery center, so there's still the one open is Munster. *DuPey*, What part did you play in the immediate problems of the flooding, what kind of contact did you have with our Emergency Management Agency? *Theresa*, FEMA is not a response agency we only command as a guest of the State, we bring resources to assist the State. Our position didn't really begin with this until it was declared on September 23, 2008, then we brought in man power, we brought in that type of assistance to get the residents of Lake County to register with FEMA. *DuPey*, We'd like it to be easier for them to register because all along the Little Calumet River, which is North, there was flooding, but out here along the Kankakee there was flooding too and for those people to have to come all the way north and clean up their mess, it would be nice for them to have a site more south of the County. *Theresa*, I understand your concern and if you contact your local Emergency Management here we can get that chain of command through the State Office, at any rate that people don't need to have a disaster recovery center to register we have a toll free number and a web site where they can register as well. *Scheub*, Thank you very much we really appreciate it.

## Order #7 Agenda #6 A-C

In the Matter of L.C. Building Manager – Seek proposals – Janitorial Cleaning Supplies, Lighting Supplies, and Paper Products for the year 2009.

DuPey made a motion, seconded by Allen, in order with Correction to Agenda, to approve the seeking of proposals for Janitorial Cleaning Supplies, Lighting Supplies, and Paper Products for the year 2009 under the Building Manager with the return of bids by Tuesday, November 18, 2008 in the Auditor's Office. Motion passed 3-0.

**Janitorial Cleaning Products**

Cal-Region Supply	Able Paper & Janitorial Supplies	Great Lakes Supply
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**Paper Products**

Cal-Region Supply	Able Paper & Janitorial Supplies	Great Lakes Supply
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**Lighting Products**

Calumet Electric Supply	Grainger Industries	North Coast Lighting
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## Order #8 Agenda #7

In the Matter of L.C. Building Manager – Proposal from TruGreen Chemlawn for the fall 2008 lawn fertilization and weed prevention at the Lake County Government Center - \$1,390.00, Westwind Manor - \$409.00 and Lake County Juvenile Center - \$405.00 for a total of \$2,204.00 (Same rate as 2007).

DuPey made a motion, seconded by Allen, to approve L.C. Building Manager – Proposal from TruGreen Chemlawn for the fall 2008 lawn fertilization and weed prevention at the Lake County Government Center - \$1,390.00, Westwind Manor - \$409.00 and Lake County Juvenile Center - \$405.00 for a total of \$2,204.00 (Same rate as 2007). Motion passed 3-0.

## Order #9 Agenda #8

In the Matter of L.C. Building Manager – Security Industries, Inc. Chain Link Fence Proposal in the amount of \$10,349.00 for Sub-Station Fence.

DuPey made a motion, seconded by Allen, to approve L.C. Building Manager – Security Industries, Inc. Chain Link Fence Proposal in the amount of \$10,349.00 for Sub-Station Fence. Motion passed 3-0.

## Order #10 Agenda #9

In the Matter of L.C. Highway – Proposals: Selection of a Consulting Engineering Firm to provide construction inspection services for 45<sup>th</sup> Avenue from Cleveland Street to Grant Street, Lake County.

This being the day, time, and place for the receiving of proposals for a Consulting Engineering Firm to provide construction inspection services for 45<sup>th</sup> Avenue from Cleveland Street to Grant Street, Lake County for the Highway Department, the proposals were received:

American Structurepoint, Inc.	Floyd E. Burroughs & Assoc.	Lawson-Fisher Associates, P.C.
Locher	Butler, Fairman, and Siefert	

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

## Agenda #10 (Cont'd Order #2 w/Corrections to Agenda)

In the Matter of L.C. Highway: Specifications for the year 2009. Bids to be returned by Tuesday, November 18, 2008 prior to 9:30 A.M. in the Lake County Auditor's Office for:

- A. Aggregate (Limestone) Picked Up.
- B. Aggregate (Limestone) Delivered.
- C. Back-Fill Material "B" Borrow Delivered.
- D. Back-Fill Material "B" Borrow Picked Up.
- E. Concrete Curb & Gutter Removal & Replacement
- F. Gasoline & Diesel Fuel delivered to Crown Point Garage.
- G. Gasoline & Diesel Fuel delivered to Lowell Garage
- H. Ice Control Aggregate Blast Furnace Slag
- I. Liquid Calcium Chloride
- J. Mulch Seeding (Delivered and Applied)
- K. New Tires, Tire Repair and Recapping.
- L. Painted Pavement Markings on selected County Roads
- M. Plastic Culverts
- N. SMP Cold Patch Mix for Patching (Picked Up).
- O. Traffic Signs and Accessories
- P. Treated Timber Bridge Material
- Q. Vegetation Management

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the Highway Department's Specifications as stated above and ordered same to advertise for return of bids by Tuesday, November 18, 2008 prior to 9:30 a.m. Motion passed 3-0.

## Order #11 Agenda #11

In the Matter of L.C. Highway – 2008-2009 Salt Purchase Agreement between Town of Munster and Lake County Highway Department.

Allen made a motion, seconded by DuPey, to make a matter of public record the 2008-2009 Salt Purchase Agreement between Town of Munster and Lake County Highway Department. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to approve a Resolution to contact the Governor's office to see if Lake County can come under their flagship for the Salt Contract. Motion passed 3-0. \*Attorney Dull to prepare a Resolution to that fact.

## Order #12 Agenda #12

In the Matter of L.C. Highway – Agreement with MS Consultants, Inc. to provide engineering services for Lake County Bridge #77 carrying 205<sup>th</sup> Avenue over Bruce Ditch in an amount not to exceed \$71,160.00.

DuPey made a motion, seconded by Allen, to make a matter of public record the agreement between MS Consultants, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to provide engineering services for Lake County Bridge #77 carrying 205<sup>th</sup> Avenue over Bruce Ditch in an amount not to exceed \$71,160.00. Motion passed 3-0.

## Order #13 Agenda #13

In the Matter of L.C. Highway – Ellas Construction Co., Inc. Change Order No. 1 for the Lake County Bridge No. 91, 109<sup>th</sup> Avenue over Niles Ditch in the decreased amount of -\$7,016.50.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – Ellas Construction Co., Inc. Change Order No. 1 for the Lake County Bridge No. 91, 109<sup>th</sup> Avenue over Niles Ditch in the decreased amount of -\$7,016.50. Motion passed 3-0.

## Order #14 Agenda #14

In the Matter of L.C. Highway – Declaration of Emergency concerning Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George. Ellas Construction Co., Inc. awarded the quote as the lowest bidder in the amount of \$99,800.00.

With authorization, the Lake County Highway received the following proposals for emergency repairs to Lake County Bridge #253, 3<sup>rd</sup> Street over Lake George:

<b>Ellas Construction Company, Inc.</b>	<b>\$ 99,800.00</b>
Rieth-Riley Construction Company	\$138,072.00
Boyd Construction Company, Inc.	\$149,957.00
Dyer Construction Company, Inc.	\$154,000.00

DuPey made a motion, seconded by Allen, to make a matter of public record that Ellas Construction received the bid and completed the project, being the low bidder in the amount of \$99,800.00. Motion passed 3-0.

## Order #15 Agenda #15

In the Matter of L.C. Highway – Permanent Right-of-Way, Parcel #2 Morse Street – Bridge #276 in the amount of \$7,900.00.

DuPey made a motion, seconded by Allen, to approve the Permanent Right-of-Way, Parcel #2 Morse Street – Bridge #276 in the amount of \$7,900.00. Motion passed 3-0.

## Order #16 Agenda #16

In the Matter of L.C. Highway – County Utility Agreement with Western Utility Contractors, Always Open for 530' of 8" PVC Sewer located at 15201 101<sup>st</sup> Avenue, Dyer, Indiana.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – County Utility Agreement with Western Utility Contractors, Always Open for 530' of 8" PVC Sewer located at 15201 101<sup>st</sup> Avenue, Dyer, Indiana. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

*Always Open ✓*

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of 530' of 8" PVC sanitary sewer

located at 15201 101st Avenue; Dyer, IN 46311

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.

*M. Husz*  
Applicant or Authorized Representative

Date of Signature 9-2-08

Recommended for Approval by:  
*D. A. Allen* 9.10.2008  
Lake County Highway Department

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Lake County Highway Department

BOARD OF COMMISSIONERS OF  
LAKE COUNTY, INDIANA

*Francesca DePaef*  
Member

*Bonnie Allen*  
Member

*Garry Schenk*  
Member

ATTEST: *Peggy K. Taylor*  
Lake County Auditor

## Order #17

## HONORABLE THANK YOU FOR THE LAKE COUNTY HIGHWAY DEPARTMENT SUPERINTENDENT AND STAFF

DuPey, I would like to thank Marcus Malczewski, Superintendent of the Lake County Highway Department, for taking a lead role in helping with all the clean-up after the flood, I know that they worked in almost all the communities out here first and soon as their machinery and personnel was freed they moved up north and assisted the cities of Munster, Lake Station, Hobart, Griffith, Highland and wherever their was a need for them they called and said they were willing. The people out there just said great things about the workers of the Highway Department and how wonderful they were.

Marcus, In which they are currently working, two trucks in Munster, five trucks in the City of Gary plus two pieces of heavy machinery.

Scheub, The Public Works Department and the Lake County Highway Department worked from the north end of the Lake all the way to Kankakee River during the emergencies and they worked extensively with every piece of equipment out as much as possible and were able to assist just about everybody that needed assistance.

Allen, I also want to thank Mark and the Highway Department and also Public Works for the assistance you provided in my district and as you indicated you're still providing some assistance in the district especially in Gary where we are financially cash strapped so we really need the assistance and the help, so you've provided a tremendous service to citizens of that community. So, just want to thank you.

## Order #18 Agenda #60

In the Matter of Staff Reports – Highway Department – Replacement and Repair of Sohl Avenue Culvert.

**EMERGENCY ACTION** for the Lake County Highway Department to receive proposals for the Replacement and Repair of Sohl Avenue Culvert, proposals were received as follows:

<b>Dyer Construction Company, Inc.</b>	<b>\$399,696.25</b>
Hasse Construction Company, Inc.	\$422,274.00
Gariup Construction Company, Inc.	\$636,345.00
Ellas Construction Company, Inc.	\$636,345.00

DuPey made a motion, seconded by Allen, to award Dyer Construction Company, Inc. with \$399,696.25 for the Emergency Replacement and Repair of Sohl Avenue Culvert for the Highway Department. Emergency Action Motion passed 3-0.

Letter of Recommendation

October 8, 2008

Lake County Board of Commissioners  
Lake County Government Center  
2293 North Main Street  
Crown Point, IN 46307

Attn: Gerry J. Scheub, President

Re: SOHL Avenue Culvert Replacement

Honorable Commissioners:

The proposals were received at the Highway Department on Tuesday, October 7, 2008 and opened at 3:30 p.m. The proposals received were as follows:

	Lump Sum Price	Start Date	Completion Date
1. <b>Dyer Construction Company, Inc.</b>	<b>\$399,696.25</b>	<b>10-20-08</b>	<b>20 days</b>
2. Hasse Construction Company, Inc.	\$422,274.00	10-13-08	35 days
3. Gariup Construction Company, Inc.	\$636,345.00	10-15-08	45 days
4. Ellas Construction Company, Inc.	\$636,345.00	10-17-08	40 days

The opening of the proposals were witnessed by the following:

Marcus W. Malczewski, Superintendent, Jill A. Stochel, Assistant Superintendent, Peggy Sierzputowski, Assistant Engineer, Joanne Haberkorn, Chief Deputy, Brian Staesina, Project Engineer for Hasse Construction, Company, Inc. and Rachelle Janssen, Senior Estimator for Gariup Construction Company, Inc.

Respectfully submitted,

Marcus W. Malczewski, Superintendent

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Roosevelt Allen Jr.  
Gerry Scheub  
APPROVED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008

## Order #19 Consent Agenda

In the Matter of Consent Agenda Items (# 17 A-E, 56 & 57 A-B)

Allen made a motion, seconded by DuPey, to approve. Items listed as approved under Order #4. Motion passed 3-0.

## Order #20 Agenda #33

In the Matter of L.C. Board of Elections and Registration – Proposals – Moving of Voting Machines for November 4, 2008 General Election.

This being the day, time, and place for the receiving of proposals for the Board of Elections and Registration for Moving of the Voting Machines for the November 4, 2008 General Election, the following bids were received:

## Order #20 Agenda #33 (cont'd)

FEREE MOVERS & STORAGE, INC.	\$23.00 Infinity	\$10.00 Precinct ADA Supplies
ON-TIME DISTRIBUTION	\$23.00 Infinity	

DuPey made a motion, seconded by Allen, to accept the recommendation of the L.C. Board of Elections and Registration to award both Feree Movers & Storage, Inc. and On-Time Distribution with a split awarding of \$23.00/machine for the Moving of the Voting Machines for the November 4, 2008 General Election. Motion passed 3-0.

## Order #21 Agenda #34

In the Matter of L.C. Board of Elections and Registration – Request for acceptance of proposal from Tri-Electronics, Inc. to install a new phone system in Elections and Registration.

Allen made a motion, seconded by DuPey, to approve the acceptance of the proposal from Tri-Electronics, Inc. to install a new phone system in Elections and Registration. Motion passed 3-0.

## Order #2 (cont'd) Agenda #18

In the Matter of L.C. Sheriff – Seek proposals – Lake County Jail for the year 2009 for the following:

- A. Correctional Officers Uniforms
- B. Household Supplies
- C. Kitchen Supplies
- D. Laundry Supplies
- E. Maintenance Supplies

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the seeking of proposals for the Sheriff's Department as listed above and ordered same for the return of bids by Tuesday, November 18, 2008 prior to 9:30 a.m. in the Auditor's Office. Motion passed 3-0.

## Order #2 (cont'd) Agenda #19

In the Matter of L.C. Sheriff – Seek proposals – Lake County Sheriff for the year 2009 for the following:

- A. Garage and Motor Supplies
- B. Gasoline for the Helicopter
- C. Officers Uniforms
- D. Oil and Lubricants
- E. Tires and Tubes

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the seeking of proposals for the Sheriff's Department as listed above and ordered same for the return of bids by Tuesday, November 18, 2008 prior to 9:30 a.m. in the Auditor's Office. Motion passed 3-0.

## Order #2 (cont'd) Agenda #20

In the Matter of Specifications – L.C. Sheriff – Food, Bread, and Dairy Products for January 1, 2009 to June 30, 2009.

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the Sheriff Department's Specifications for Food, Bread, and Dairy Products for the period of January 1, 2009 to June 30, 2009 and ordered same to be advertised for the return of bids by Tuesday, November 18, 2008 prior to 9:30 a.m. in the Auditor's Office. Motion passed 3-0.

## Order #21 Agenda #21

In the Matter of L.C. Sheriff – Request to continue seeking proposals each time gasoline is needed during 2009 utilizing the same method currently in place.

DuPey made a motion, seconded by Allen, to approve the Sheriff's Department to continue seeking proposals each time gasoline is needed during 2009 utilizing the same method currently in place. Motion passed 3-0.

## Order #22 Agenda #22

In the Matter of L.C. Sheriff – Request to purchase photography supplies for the year 2009 directly from Eastman Kodak Company as GSA pricing. (NOTE: The savings for the year 2008 overall is 50%).

Allen made a motion, seconded by DuPey, to approve the Sheriff's Department to purchase photography supplies for the year 2009 directly from Eastman Kodak Company as GSA pricing. Motion passed 3-0.

## Order #23 Agenda #23

In the Matter of L.C. Sheriff – Consulting Contract with Mark Spencer dba Mas Media 7 for the creation of a film to assist with Implementation Phase of SPF-SIG Grant in an amount not to exceed \$40,000.00, on behalf of Lake County Drug Free Alliance's SPF-SIG Project (DFA-SPF) (Sheriff).

Allen made a motion, seconded by DuPey, to approve the Sheriff Department's consulting contract with Mark Spencer dba Mas Media 7 for the creation of a film to assist with Implementation Phase of SPF-SIG Grant in an amount not to exceed \$40,000.00. Motion passed 3-0.

## Order #23 Agenda #23 (cont'd)

**CONSULTING CONTRACT**

THIS AGREEMENT, entered into this 1st day of October of 2008 effective from October 1, 2008 by and between MARK SPENCER (DBA) MAS MEDIA 7, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY DRUG FREE ALLIANCE'S SPF-SIG PROJECT (DFA-SPF) (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 following services:

**CONSULTANT SERVICE CONTRACT**

- A. Consultant shall produce, direct and deliver a short feature film of at least 20 minutes in length to assist with the implementation of the STRATEGIC PREVENTION FRAMEWORK –STATE INCENTIVE GRANT (hereinafter, called "**SPF-SIG**" Grant) that is funded to prevent alcohol abuse among young people in Lake County. Consultant shall assist DFA, and Sheriff Department employees and volunteers in any situation arising out of the performance of their duties or within the scope of their employment or volunteering to include but not be limited to attendance at events, meetings and conferences in association with the film project discussed herein.:

**CREATE FILM TO ASSIST WITH THE IMPLEMENTATION PHASE OF SPF-SIG GRANT**

- 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 Sheriff through the Sheriff's Representative, John Key, the Program and Project Director for the Lake County SPF-SIG project.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure expeditious completion of the project. Consultant agrees to execute delivery of the completed film to County no later than January 1, 2009. It is agreed that County maintains the right to request one (1) set of revisions until 30 days (Thirty days) after Consultant delivers film to County. Both parties agree that County's failure to request revisions within the aforementioned 30- day period shall constitute County's automatic acceptance of film as a satisfactory deliverable under the terms of this agreement.

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4. **Compensation.** The County agrees to pay the Consultant a total sum of Forty-Thousand Dollars (\$40,000.00) for all services required herein. It is expressly understood that this fee shall include and cover expenses incurred by CONSULTANT including any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Parties agree that payment to CONSULTANT will be made in two installments; To Wit; 50% (Fifty Percent) in advance and the remaining 50% (Fifty Percent) upon completion and delivery of the film discussed herein.
5. **County's In Kind Support** County may at County's discretion reimburse Consultant for some pre-approved expenses. In addition, County may at County's discretion provide equipment, logistical and other support to CONSULTANT for purposes of completing the film project discussed herein.
6. **County To Serve as Executive Producer of Film** Parties expressly agree that County, as funder of the film, serves as Executive Producer of the film discussed herein and as such, has the right of final decision making authority as it relates to film scoring and the non use of vulgarity and colloquial language, also known as slang and content, including delivery methods such as DVD's, Master Tapes and other matters associated with the film discussed herein
7. **USE AND LICENCES** Parties agree that CONSULTANT shall have complete authority to market and display film at CONSULTANT'S sole discretion in perpetuity without any responsibility to share proceeds with County. Parties further agree that County has an unrestricted license to use, market, and to grant other parties participating in the production of the film to use and display film at County's sole discretion in efforts to raise funds for the Lake County Drug Free Alliance in the furtherance of the Drug Free Alliance's mission and other uses by participating parties at County's sole discretion in perpetuity.
8. **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
9. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination. If the Agreement is terminated, both parties agree that County will be reimbursed at 100%. (One Hundred Percent).
10. **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.
11. **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.

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12. **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.
13. **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.
14. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
15. **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.
16. **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.
17. **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, religion, color, national origin or sex, be excluded from participation, be denied due benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be

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made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

18. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void, voided portions shall be stricken and the remaining portions enforced;
  - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
  - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Consultant personally to pay because of the actions of the Consultants or Consultant's Representatives 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, nor any of its elected or appointed officials or employees.
  - D. The Consultant shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
  - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
19. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
20. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
21. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
  - B. County recognizes and acknowledges that in the course of performing the services provided hereunder Consultant may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to

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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

MAS MEDIA 7 611 Vermont Street Gary, IN 46402 (219) 588-9050 FAX: (219)

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

Signatures of Roosevelt Allen, Jr., Gerry J. Scheub, and Frances DuPey with their names printed below.

CONSULTANT

Signature of Mark Spencer with name printed below. ATTEST: Signature of Peggy Watson with name printed below.

Order #24 Agenda #24

In the Matter of L.C. Sheriff Drug Free Alliance declaration that the week of October 23-31, 2008 be proclaimed as Red Ribbon Campaign Week in Lake County, Indiana and October 24, 2008 as Wear Red Day in Lake County, Indiana.

DuPey made a motion, seconded by Allen, to make a matter of public record L.C. Sheriff Drug Free Alliance declaration that the week of October 23-31, 2008 be proclaimed as Red Ribbon Campaign Week in Lake County, Indiana and October 24, 2008 as Wear Red Day in Lake County, Indiana. Motion passed 3-0.

Order #25 Agenda #25

In the Matter of L.C. Community Corrections: BIDS: Air Condition and Ventilation Building "G" Men's Work Release.

The Board having previously taken the bids under advisement for Heating, Air Condition and Ventilation Building "G" Men's Work Release under L.C. Community Corrections hereby accepts the recommendation to award to Johnson Controls, Inc. for the bid of \$72,500.00 being the lowest most responsive bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

Accurate Sales & Consultants 2032 Ashbury Schererville, IN 46375

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

Subject: Letter of recommendation for the HVAC for Building "G"

I recommend the Heating, Ventilation, and Air-Conditioning for Building "G" be awarded to Johnson Controls for the bid of (\$72,500.00). Mechanical Concepts submitted a lower bid of (\$67,150.00) however did not meet the specification for York unit model #J10DHCOOS2TAA3 as stated in the specification. Mechanical quoted a Carrier Standard Unit (Mechanical Concepts bid attached).

Respectfully submitted, C. Michael Cullom

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE Frances DuPey Roosevelt Allen Jr. Gerry Scheub APPROVED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008

Order #26 Agenda #26

In the Matter of L.C. Community Corrections: BIDS: Electrical Building "G" Men's Work Release.

The Board having previously taken the bids under advisement for Electrical Building "G" Men's Work Release under L.C. Community Corrections hereby accepts the recommendation to award to Continental Electric Co., Inc. for the sum of \$25,800.00 being the low bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

Accurate Sales & Consultants  
2032 Ashbury  
Scherverville, IN 46375

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

Subject: Letter of recommendation for the Electrical at Building "G"

I recommend the low bidder for the Electrical for Building "G" be awarded to Continental Electric Co., Inc. for the sum of (\$25,800.00).

Respectfully submitted,

C. Michael Cullom

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Roosevelt Allen Jr.  
Gerry Scheub  
APPROVED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008

Order #27 Agenda #27

In the Matter of L.C. Community Corrections: BIDS: General Construction Building "G" Men's Work Release.

The Board having previously taken the bids under advisement for General Construction Building "G" Men's Work Release under L.C. Community Corrections hereby accepts the recommendation to award to Gough Construction for the price of \$154,117.00, being the low bidder, upon a motion made by Allen, seconded by DuPey. Motion passed 3-0.

Letter of Recommendation

Accurate Sales & Consultants  
2032 Ashbury  
Scherverville, IN 46375

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

Subject: Letter of recommendation for General Construction as Building "G"

I recommend the low bidder Gough Construction the General Construction bid at Building "G" for the price of (\$154,117).

Respectfully submitted,

C. Michael Cullom

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Roosevelt Allen Jr.  
Gerry Scheub  
APPROVED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008

Order #28 Agenda #28

In the Matter of L.C. Community Corrections: BIDS: Plumbing Building "G" Men's Work Release.

The Board having previously taken the bids under advisement for Plumbing Building "G" Men's Work Release under L.C. Community Corrections hereby accepts the recommendation to award to Keough Mechanical Corp. with \$48,689.00, being the low bidder, upon a motion made by DuPey, seconded by Allen. Motion passed 3-0.

Letter of Recommendation

Accurate Sales & Consultants  
2032 Ashbury  
Scherverville, IN 46375

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

Subject: Letter of recommendation for Plumbing as Building "G"

I recommend the low bidder for the Plumbing for Building "G" be Keough Plumbing for (\$48,689.00).

Respectfully submitted,

C. Michael Cullom

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
Frances DuPey  
Roosevelt Allen Jr.  
Gerry Scheub  
APPROVED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008

## Order #29 Agenda #25

In the Matter of Rejection of Non-Complying bid for L.C. Community Corrections bids for Air Condition and Ventilation Building "G" Men's Work Release.

DuPey made a motion, seconded by Allen, to reject the bid received from Mechanical Concepts, bid did not comply with the specification for York unit model #J10DHCOOS2TAA3 as stated in the specification. Mechanical quoted a Carrier Standard Unit. Motion to reject passed 3-0.

## Order #30 Agenda #29

In the Matter of L.C. Community Corrections – Food Service Contract with Southlake Center for Mental Health for the period of August 25, 2008 to December 31, 2008 to provide two (2) meals per day per inmate in the amount of \$4.50 per inmate per day.

Allen made a motion, seconded by DuPey, to approve the Community Corrections Food Service Contract with Southlake Center for Mental Health for the period of August 25, 2008 to December 31, 2008 to provide two (2) meals per day per inmate in the amount of \$4.50 per inmate per day. Motion passed 3-0.

**FOOD SERVICE CONTRACT**

THIS AGREEMENT, entered into this 8<sup>th</sup> day of October, 2008 effective from August 25, 2008 to December 31, 2008 by and between Southlake Center for Mental Health, (hereinafter called "SCMH") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "County").

**WITNESSETH THAT:**

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of SCMH.** The County agrees to engage the SCMH and SCMH hereby agrees to perform the services designated in this contract.
2. **Scope of Work.** The Lake County Community Corrections Advisory Board, in full cooperation with initiatives by the Community Corrections Section of the Indiana Department of Correction, has devoted effort toward implementation of high-quality correctional residential services that conform to widely accepted guidelines and standards. To that end, Lake Community Corrections has established, with approved state funding, the following parameters:
  - A. SCMH shall provide two (2) meals per day per in-mate according to the weekly inmate tally provided by Lake County Community Corrections on the preceding Friday of each week. Meals per inmate shall consist of one hot evening meal to be eaten immediately and one sack lunch to be refrigerated and issued the following day. Meals will be transported by Lake County Community Corrections from SCMH's premises. The meals shall be prepared at such time as to assure the quality and timely consumption of the hot evening meal. SCMH shall provide Lake County Community Corrections with advanced menus and shall follow their schedule. Special meals shall be available for inmates indicated by Lake County Community Corrections to be in need of medically or religiously prescribed diets which prohibit certain foods or require certain foods, if reasonable and available within the community. By accepting this contract, SCMH certifies that all advanced menus will be approved by a licensed dietician or physician and that the food preparation facilities at SCMH will be in compliance with all applicable codes.
  - B. SCHM shall include the following detailed information on provided tally sheets:

- I. Indicated date of service
  - II. Number of inmates served.
  - III. Justification for any substantive deviation from the scheduled menus.
3. **Time of Performance.** The services to be performed hereunder by the SCMH shall be undertaken and completed in such sequences as to assure their expeditious completion and best carry out the purposes of the agreement.
  4. **Compensation.** The County agrees to pay SCMH a sum of \$4.50 dollars per inmate per day, which total sum will be determined by a weekly inmate count provided by Lake County Community Corrections. SCMH agrees to provide all services specified herein
    - A. Compensation shall be made monthly, after supervisor's signature of approval has been affixed to the invoice.
      - I. Payment in full is due within 45 days of the bill date, and
      - II. If the supervisor disapproves anything, he/she must notify respective parties promptly and said parties must make a prompt good faith effort to resolve any issues informally.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the SCMH to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the SCMH, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement for Cause.** If, through any cause, the SCMH shall fail to fulfill in a timely and proper manner the obligations under this agreement, the County shall thereupon, have the right to terminate this agreement with or without cause, by giving written notice to the SCMH of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. SCMH may terminate the contract at anytime, without cause, by giving 60 days advance written notice. SCMH may terminate the contract with lesser notice in case of nonpayment of compensation or other indisputable good cause.
  7. **Accomplishment of Project.** The SCMH 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.
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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 provision 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 SCMH.
  12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the SCMH 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 SCMH, 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 SCMH represents that he/she 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 SCMH or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The SCMH agrees by the executive 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 subject to discrimination.
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- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement is subject to remedy available to the County in respect to such 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 SCMH and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the SCMH by this agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
  - B. SCMH may not subcontract any part of the work covered herein without the prior written consent of the County.
  - C. The County agrees to indemnify, defend and hold SCMH harmless with respect to any inmate lawsuits that are not based on meritorious charge of bad food service by SCMH.

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16. **Information Availability.**

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

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

Sherry R. Oman, RN, MS  
COO  
Southlake Center for Mental Health  
8555 Taft Street  
Merrillville, IN 46410

And

Lake County Community Corrections  
Budget Office  
2600 W. 93<sup>rd</sup> Avenue  
Crown Point, IN 46307  
(219/755-3849)

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

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

FOOD SERVICE PROVIDER

*Sherry R. Onan*  
SCMM REPRESENTATIVE

*Frances DuPey*  
FRANCES DUPEY

*Gerry J. Scheub*  
GERRY J. SCHEUB

*Roosevelt Allen*  
ROOSEVELT ALLEN

ATTEST:

*Peggy Katona*  
Peggy Katona  
LAKE COUNTY AUDITOR

Order #31 Agenda #30

In the Matter of L.C. Surveyor – Vendor Qualification Affidavit for CarQuest Auto Parts.

Allen made a motion, seconded by DuPey, to ratify the Surveyor’s Vendor Qualification Affidavit for CarQuest Auto Parts. Motion passed 3-0.

Order #32 Agenda #31

In the Matter of L.C. Surveyor – Request for release of Monument Bond in the form of a Letter of Credit from First Midwest Bank in the amount of \$114,000.00 for West Creek Estates.

DuPey made a motion, seconded by Allen, to approve L.C. Surveyor – Request for release of Monument Bond in the form of a Letter of Credit from First Midwest Bank in the amount of \$114,000.00 for West Creek Estates. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: INSPECTION OF WEST CREEK ESTATES SUBDIVISION

WHEREAS, The County Surveyor’s Office has examined and filed a written report approving completion of improvements in WEST CREEK ESTATES Subdivision.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 8<sup>TH</sup> DAY OF OCTOBER, 2008.

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY, COMMISSIONER

ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order #32 Agenda #31 (cont'd)

RELEASE

WHEREAS, a MONUMENT BOND in the form of a LETTER OF CREDIT from FIRST MIDWEST BANK was filed in the sum of ONE HUNDRED FOURTEEN THOUSAND----- Dollars (\$ 114,000.00) for improvements in WEST CREEK ESTATES Subdivision.

Therefore, the Board of Commissioners of the County of Lake does hereby release said Bond in the form of a LETTER OF CREDIT in the sum of ONE HUNDRED FOURTEEN THOUSAND-----Dollars (\$114,000.00) effective this date.

DATED 8<sup>TH</sup> DAY OF OCTOBER, 2008

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY, COMMISSIONER

ROOSEVELT ALLEN, COMMISSIONER

ATTEST: PEGGY KATONA, LAKE COUNTY AUDITOR

Order #33 Agenda #32

In the Matter of L.C. Assessor – BID – 2008 Annual Trending.

The Board of Commissioners is against trending, and any of the trending cost should be paid for by the State, but we know if we do not do this, the State's going to come in and charge us more to do the Annual Trending than Nexus Group, Inc., upon a motion made by Allen, seconded by Scheub, to accept the recommendation of the Lake County Assessor to award the bid for 2008 Annual Trending to Nexus Group, Inc. for the amount of \$336,000.00, being the sole bidder. Motion passed 2-1, DuPey against.

**CONTRACT FOR ANNUAL ADJUSTMENTS**

This Contract is entered into this day of October 8, 2008 by and between Nexus Group, Inc (the "Contractor"), the County Assessor and the Board of County Commissioners of Lake County, Indiana (hereinafter jointly and severally the "Assessor"), and the Department of Local Government Finance, a party for the limited purposes of approving the employment of the Contractor and exercising statutory oversight pursuant to I.C. 6-1.1-4-17(a).

**RECITALS**

- A. The Assessor has determined it is in the County's best interest to employ the Contractor as a technical advisor pursuant to the provisions of I.C. 6-1.1-4-17 for the purpose of completing annual adjustments as required by I.C. 6-1.1-4-4.5 and 50 IAC 21;
- B. The Assessor has advertised for bids as required by I.C. 6-1.1-4-18.5 and has fulfilled all other statutory conditions precedent to the employment of a technical advisor;
- C. The Contractor is a Professional Appraiser as the term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1 -31.7, is certified by the Department pursuant to 50 IAC 15-4 and was the lowest and best bidder meeting all the requirements under law for serving as a technical advisor in the assessment of Property;
- D. The Assessor is awarding the bid to the Contractor, and the Contractor is willing to contract with the Assessor subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of 50 IAC 15, and the Contractor will comply with the provisions of 50 IAC 15 in connection with this Contract; and
- F. The Department has final approval authority for the employment of Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by I.C. 6-1.1-4-17(a).

**AGREEMENT**

In consideration of the promises, mutual covenants and obligations of the parties, the Assessor, the Department and the Contractor agree as follows:

- 1. **Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Contract.

**2. Duties of the Contractor.**

A. The Contractor shall provide technical assistance to the Assessor in connection with the determination of annual adjustments to real property in Lake County for the Assessment Year of 2008, as requested and assigned by the authorized designee of the Assessor, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing annual adjustments and the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.

B. The class(es) of property to be reviewed by the Contractor under this Contract is/are limited to (by township):

Calumet, Cedar Creek, Eagle Creek, Center, Hanover, Hobart, North, West Creek, Winfield – vacant and improved agricultural, vacant and improved residential, vacant and improved commercial, vacant and improved industrial, vacant and improved industrial, vacant and improved exempt.  
Ross & St. John – none.

C. For the class(es) of property listed in paragraph 2(b) of this Contract the Contractor will complete all responsibilities imposed upon an assessing official under I.C. 6-1.1-4-4.5 and 50 IAC 21 regarding annual adjustments and the completion of required ratio studies, unless specifically retained by the Assessor as listed in paragraph 3 of this Contract, including but not limited to:

- (1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officials ("IAAO") or other acceptable appraisal methods approved by the Department.
- (2) Use a valuation date of January 1 of the year proceeding the year of the assessment date.
- (3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
  - (a) Sales occurring before or after the assessment date shall be trended if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
  - (b) If available sales data are insufficient to satisfy the IAAO standard, the Contractor may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
  - (c) If the Contractor determines that there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor the Contractor shall review one (1) or more of the following to derive an annual adjustment factor:
    - (i) Marshall and Swift cost and depreciation tables from the last quarter of the calendar year preceding the assessment date.

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- (ii) Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.
- (iii) Commercial real estate reports.
- (iv) Governmental studies.
- (v) Census data.
- (vi) Multiple listing services (MLS) data.
- (vii) The independent study performed by the Indiana Fiscal Policy Institute.
- (viii) Other information or data to determine an annual adjustment factor.

(4) Review all neighborhood delineations for the specified class(es) of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.

(5) Review all land values for the specified class(es) of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.

(6) Review ratio studies for each listed property class and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied and determine the appropriate annual adjustment factor if required.

(7) After any annual adjustment factor is applied, the Contractor shall complete an additional ratio study and provide the results of the ratio study to the Assessor and the Department in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.

(8) Notify the Assessor and the Department if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.

(9) Conduct any required stratifications and perform ratio studies for each strata until the Contractor determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range and then make necessary refinements to the valuation for all similarly situated properties.

D. All direct assessment activities, those activities necessary to make the actual valuation of the property, must be performed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. All work performed under this Contract must be organized, supervised, or reviewed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. The Contractor's employees without level two assessor-appraiser certification(s) shall perform no work of any type.

E. No administrative personnel employed by the Contractor may be used to fulfill any duties without level two assessor-appraiser certification(s).

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**3. Responsibilities of the Assessor.** The Contractor will not be responsible for the duties contained in 50 IAC 21 that are retained by the Assessor for performance by the Assessor's staff of are contracted by the Assessor to a third party, as follows:

A. Duties retained by the Assessor for performance by the Assessor's staff:

(1) All annual adjustment activities specified in 50 IAC 21 and elsewhere for all parcels in Ross Township and St. John Township.

(2) If any annual adjustment is applied, send notices of assessment to each affected taxpayer pursuant to I.C. 6-1.1-4-22(a),

B. No duties of the Contractor are to be contracted to a third party. No other duties of the Assessor set forth in 50 IAC 21 shall be contracted with a third party.

**4. Final Authority To Determine Adjustment Factor.** The final determination of the appropriate adjustment factors and assessed values are and shall remain the responsibility of the Assessor.

**5. Contract Representative.** The Assessor shall be the Contract Representative to serve as the primary contact person under the Contract.

**6. Contractor Employees – Project Manager.** The Contractor shall assign by name an Indiana Level II County Assessor/Appraiser as project manager. The assigned Indiana Level II County Assessor/Appraiser shall be Frank S. Kelly and the current contact information for the assigned person is:

Address: 2021 E. 52<sup>nd</sup> Street, Suite 106

Indianapolis, IN 46205

Work tel: 317-753-0004

Email: frank@nexustax.com

DLGF Student ID #: 1625

Date of issuance of Level II County Assessor/Appraiser Certificate: 1999

**7. Work Plan.** Attached hereto, and incorporated fully herein as Exhibit A is the Work Plan developed and approved by the Contractor and the Assessor setting forth the schedule for the completion of work under this Contract. The Contractor and the Assessor warrant and represent that the Work Plan ensures that all values generated by any form of annual adjustment under this Contract will be completed before such values are required by the Department in order to set tax rates.

**8. Performance Bond.** No performance bond shall be required of the Contractor under the terms of the Contract.

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**9. Identification.** All field personnel involved with performance of work for the Contractor shall carry identification cards, which will include a photograph of the individual and the Assessor's signature. All automobiles used by field personnel shall be marked appropriately and registered with the County Sheriff's office, with local police departments located within the county, and with the Assessor's office.

**10. Office Space; Computer Support.** The Assessor shall not be responsible for providing the Contractor with office space or computer support in connection with the performance of this Contract, except as specifically set forth in the Work Plan attached hereto as Exhibit A.

**11. Work Product Delivery.** The Contractor shall be responsible for the delivery of the following products to the Assessor at the completion or termination of this Contract, including all medium in which the materials may be retained:

A. documentation of procedures used throughout the reassessment program;

B. any and all training materials and manuals used to train the Contractor's staff;

C. all field worksheets for each parcel of real property;

D. all maps and/or other information provided for the Contractor by the Assessor;

E. all information gathered, created, or reviewed for the verification of sales disclosure; forms, neighborhood delineations, land values, and/or any time adjustments to sales prices, and

F. all ratio studies and supporting documentation.

**12. Contractor Support for Appeals.** The duties of Contractor in this paragraph shall last until all appeals have been resolved, regardless of the earlier termination of this Contract.

A. The Contractor shall provide five (5) consecutive eight hour business days for support of values after mailing of Notices of Assessment, Form 11s, utilizing personnel familiar with the entire annual adjustment process, including re-inspection of property or explanation of ratio studies as may be needed at an hourly rate of \$105.00. Days required above the five (5) Consecutive eight hour business days shall be provided at the request of the Assessor at a rate of (\$10.5.00) per hour.

B. If an assessed value and/or annual adjustment factor recommended by the Contractor is appealed to any reviewing body, the Contractor or its employee or representative shall, if at least three (3) business days notice is given to the Contractor, appear at any hearing scheduled on the appeal of the parcel to explain its calculations and defend the recommendation. A fee of (\$ 105.00) per hour shall be paid to the Contractor for services rendered in connection with the assistance on the appealed parcel. This duty of the Contractor shall terminate when all appeals have been resolved.

**13. Consideration.** The Assessor shall pay the Contractor as a fee of \$281,000.00 in full payment for the complete performance of all duties, responsibilities and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract to be attached as Exhibit A. The fee and any additional payments for requested

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services shall be paid in the manner set forth in paragraph 15 below. This contract has a maximum payment limit not to exceed \$336,000.00. In the event of cancellation of this Contract by the Department, or reasonably attributed to actions of the Department, the Contractor shall receive a termination fee of fifty percent (50%) of the total consideration, plus a percentage payment of work-to-date. In no event shall the termination fee exceed the maximum payment specified above.

**14. Condition of Payment.** All services provided by the Contractor must be performed to the reasonable satisfaction of the Assessor and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules and regulations. The Assessor shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state or local statute, ordinance, rule or regulation, to the extent that this does not conflict with the payment of a termination fee specified above.

**15. Time and Manner of Payment.** The Contractor shall be paid as follows:  
A. At the end of each month, the Contractor shall submit a claim for payment for work completed under the Contract during that month. The amount of each monthly payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the Assessor, and is subject to full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Contractor and on the Assessor's inspection of the Contractor's assessment records, and the submission of the reports to the Board of County Commissioners. Payment shall be made to the Contractor within thirty (30) days after approval by the Assessor.  
B. If all work is not completed under this Contract by the completion date specified in paragraph 18 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the Assessor and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within thirty (30) days after that approval by the Assessor, subject to other terms of this Contract.

**16. Penalties.** Pursuant to I.C. 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of (\$ 100.00) per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract.

**17. Professional Appraiser Certification; Contract Void on Revocation.**  
A. A material inducement for entering into this Contract is that the Contractor has been certified as a "Professional Appraiser" under I.C. 6-1.1-31.7 and 50 IAC 15-4 in order to enter into this Contract. The Contractor represents and warrants that Nexus Group, Inc. is certified as a "Professional Appraiser" at the time of entering into this Contract.  
B. Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. Contractor shall immediately notify the Assessor and the Department in writing of any circumstance or occurrence jeopardizing its

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certification status, or if any Notice is issued to the Contractor pursuant to 50 IAC 15-3-6(b).  
C. Pursuant to I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification as a Professional Appraiser is revoked.

**18. Term of Contract.** The Contractor shall commence work under this Contract within three (3) business days of the date of approval by the Department of Contractor's employment pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract, other than assistance required in regard to an appeal filed under I.C. 6-1.1-15, before July 1, 2009.

**19. Contract Reports and Monitoring.**  
A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. Contractor shall make such materials available at its office at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.  
B. The Contractor shall provide written progress reports to the Assessor and Board of County Commissioners in a form reasonably prescribed by the Assessor. The reports must include the number of parcels being reviewed by the Contractor and the status of the work being done. The Assessor and Board of County Commissioners may require additional information be included in the reports. The Contractor shall submit the reports to the Assessor, within three (3) business days of receipt of a request. Report shall normally be provided by the Contractor to the Assessor via email for the preceding month by the fifth (5<sup>th</sup>) day of the following month.  
C. The Assessor and Board of County Commissioners may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The Assessor and members of the Board of County Commissioners may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.  
D. As required by I.C. 6-1.1-4-19.5(b)(7) the Contractor shall give unrestricted access to his/her/its work product to the Department and to LSA.

**20. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the Assessor becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the Assessor may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

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**21. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the Assessor. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**22. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the Assessor and the Department.

**23. Confidentiality of Information**

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the Assessor and the Department.

B. The parties acknowledge that the services to be performed by Contractor for the Assessor under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the Assessor or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the Assessor agree to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**24. Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the Assessor and the Department and all such materials will be the property of the Assessor and the Department. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Assessor and the Department, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the Assessor or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the Assessor and the Department full, immediate, and unrestricted access to the work product during the term of this Contract.

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**25. Delays.**

A. Whenever the Contractor or the Assessor have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within five (5) business days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department of Local Government Finance, legislative action or court rulings, the Assessor reserves the right to re-negotiate all terms of the Contract including costs.

**26. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the Assessor agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the Assessor or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification, to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department of Local Government Finance. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Assessor within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction. The Assessor may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the Assessor to the Contractor of one

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or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**27. Termination for Convenience By Assessor.** This Contract may be terminated, in whole or in part, by the Assessor or the Department whenever, for any reason, the Assessor or the Department determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. In addition to the termination fee described in paragraph 13 of this Contract, the Contractor shall be compensated for services properly rendered prior to the effective date of termination. The Assessor will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the maximum limit of this Contract or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**28. Termination for Default by Assessor.** If the Assessor, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

**29. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with I.C. 5-11-1, *et. seq.* and audit guidelines specified by the State.

**30. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the Assessor and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or Lake County. The Contractor agrees that any payments currently due to the State of Indiana or Lake County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.
- C. The Contractor certifies, warrants and represents that it has no current, pending or outstanding criminal, civil or enforcement actions initiated by the State of Indiana or

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Lake County, and that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana or Lake County. Contractor agrees that it will immediately notify the Assessor and the Department of any such actions and during the term of such actions, the Assessor or the Department may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or Lake County, the Assessor may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that the Contractor shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the Assessor. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the Assessor.

F. The Contractor affirms that, if it is an entity described in I.C. Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

**31. Taxes.** The Assessor is exempt from most state and local taxes and many federal taxes. The Assessor and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**32. Independent Contractor.**

A. The parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

B. The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

**33. Contractor Assignment, Successors and Subcontracting.** The Contractor shall not assign or subcontract the whole or any part of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

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**34. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**35. General Provisions.**

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understanding between the Assessor and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the Assessor's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Assessor and the Department in accordance with applicable law for all damages to the Assessor or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Amendment. No supplement, modification or amendment of this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

**36. Governing Law.** This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

**37. Notice to Parties.** Whenever any notice, statement or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

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A. Notices to the Assessor shall be sent to:

Name: The Honorable Paul Karras  
 Title: Lake County Assessor  
 Organization: Lake County Indiana  
 Address: 2293 N. Main Street  
 Crown Point, IN 46307.  
 Tele: 219-755-3100  
 Fax: 219-755-3022  
 Email: stonex@lakecountyin.org

B. Notices to the Contractor shall be sent to:

Name: Frank Kelly, President  
 Organization: Nexus Group  
 Address: 2021 E. 52<sup>nd</sup> Street, Suite 106  
 Indianapolis, IN 46205  
 Work tel: 317-753-0004  
 Email: frank@nexustax.com

C. Notices to the Department shall be sent to:

General Counsel  
 Department of Local Government Finance  
 Indiana Government Center North  
 400 North Senate Avenue, Rm. 1058B  
 Indianapolis, Indiana 46204  
 317-233-6770 voice  
 317-232-8779 fax  
 Email: trushenberg@dglf.in.gov

**38. Maintaining a Drug-Free Workplace.** The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Assessor and the Department within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the Assessor or the Department, and through it, the State, for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless

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and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the Assessor and Department in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction.
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**39. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless Assessor and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. Assessor and the Department shall not provide such indemnification to the Contractor.

**40. Insurance.**

A. The Contractor shall carry the following insurance coverage(s) in the amounts as follows:

General (Professional) Liability Policy

Erie Insurance Group : Policy #Q25 0101611 R  
Coverage Limits are: \$1,000,000 per occurrence, including personal and advertising injury limits; general aggregate limit of \$2,000,000

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Worker's Compensation:

Erie Insurance Group : Policy #Q85 0104943 R  
Coverage limits are: \$100,000 for bodily injury by accident

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The Assessor and the Department will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the Assessor and the Department under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days prior written notice to the undersigned Assessor and Department.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the Assessor or the Department to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the Assessor and the Department before the commencement of this Contract.

**41. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically including I.C. 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

**42. Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

**43. Copy of Contract to Department of Local Government Finance.** The County Assessor shall provide to the Department of Local Government Finance a copy of the

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executed contract, including documentation of the performance bond, within forty-five (45) days of the contract's execution.

**NON-COLLUSION AND ACCEPTANCE**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

**In Witness Whereof**, the Contractor and the Assessor have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor: Nexus Group, Inc**

By: *Frank S. Kelly*  
Printed Name: Frank S. Kelly  
Title: President, Nexus Group, Inc.

Date: 10/10/08

Level II County Assessor/Appraiser Student ID #: 1625

**(Assessor:)**

By: *Paul G. Karras*

Printed Name: Paul G. Karras

Title: Lake County Assessor

Dated: 10-18-08

Lake County Board of County Commissioners

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Commissioner

By: *Bonnie Alley* Dated: 10/8/08  
Commissioner

By: *Amy Schuch* Dated: 10-8-08

**Department of Local Government Finance:  
Pursuant to I.C. 6-1.1-4-17(a) Approves the  
Employment of Contractor**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ (Effective Date)

Order #2 (cont'd) Agenda #35

In the Matter of L.C. Coroner: Seek Proposals: Photography Supplies for the year 2009.

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the seeking of proposals for the Coroner's Office for Photography Supplies for 2009 and ordered same for the return of proposals by Tuesday, November 18, 2008 prior to 9:30a.m. in the Auditor's Office. Motion passed 3-0.

Order #34 Agenda #36

In the Matter of L.C. Clerk – Permission to add Thirty (30) Desks and Twelve (12) Lateral Filing Cabinets to the Auction scheduled for Saturday, October 11, 2008.

Allen made a motion, seconded by DuPey, to approve the Clerk's Office to add Thirty (30) Desks and Twelve (12) Lateral Filing Cabinets to the Auction scheduled for Saturday, October 11, 2008. Motion passed 3-0.

Order #35 Agenda #38

In the Matter of L.C. Emergency Management Agency – Vendor Qualification Affidavit from Braniff Communications, Inc. for the installation and maintenance of outdoor warning siren system.

Allen made a motion, seconded by Scheub, to approve L.C. Emergency Management Agency – Vendor Qualification Affidavit from Braniff Communications, Inc. for the installation and maintenance of outdoor warning siren system. Motion passed 2-1.

Order #2 (cont'd) Agenda #39

In the Matter of L.C. Data Processing – Specifications: IBM Compatible Person Computers for 2009.

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the specifications for Data Processing for IBM Compatible Person Computers for 2009 and ordered same to be advertised for the return of bids by Tuesday, November 18, 2008 prior to 9:30 a.m. in the Auditor's Office. Motion passed 3-0.

Order #36 Agenda #40

In the Matter of L.C. Data Processing – Order for DS-1 Service under State of Indiana OPA 9796 between SBC Global Services, Inc. dba AT&T Global Services on behalf of Indiana Bell Telephone Company, Inc. and the Board of Commissioners of the County of Lake.

DuPey made a motion, seconded by Allen, to approve the renewal Order for DS-1 Service under State of Indiana OPA 9796 between SBC Global Services, Inc. dba AT&T Global Services on behalf of Indiana Bell Telephone Company, Inc. and the Board of Commissioners of the County of Lake., service contract for Assessors and Police Departments. Motion passed 3-0. (SEE FILE)

Order #37 Agenda #41

In the Matter of L.C. Plan Commission – Performance Bond for Hasse Estates in the form of an Irrevocable Letter of Credit in the amount of \$19,792.00.

DuPey made a motion, seconded by Allen, to make a matter of public record the Plan Commission's Performance Bond for Hasse Estates in the form of an Irrevocable Letter of Credit in the amount of \$19,792.00. Motion passed 3-0.  
LAKE COUNTY PLAN COMMISSION

DATE: September 17, 2008

SUBDIVISION: Hasse Estates

BONDING COMPANY: Centier Bank

PETITIONER: Joseph and Delores Hasse

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

TOTAL: \$19,792.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 8<sup>TH</sup> DAY OF October, 2008

ENTERED IN BOND BOOK NO. \_\_\_\_\_ AND PAGE NO. \_\_\_\_\_

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN JR., COMMISSIONER

FRANCES DuPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #37 Agenda #42

In the Matter of L.C. Plan Commission – Performance Bond for J.J.E. Acres in the form of an Irrevocable Letter of Credit in the amount of \$20,335.00.

DuPey made a motion, seconded by Allen, to make a matter of public record the Plan Commission's Performance Bond for J.J.E. Acres in the form of an Irrevocable Letter of Credit in the amount of \$20,335.00. Motion passed 3-0.

Order #37 Agenda #42 (cont'd)

LAKE COUNTY PLAN COMMISSION

DATE: September 10, 2008

SUBDIVISION: J.J.E Acres

BONDING COMPANY: Demotte State Bank

PETITIONER: J.J.E. Properties: Thomas Echterling Manager

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

TOTAL: \$20,335.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 8<sup>TH</sup> DAY OF October, 2008

ENTERED IN BOND BOOK NO. \_\_\_\_\_ AND PAGE NO. \_\_\_\_\_

BOARD OF COMMISSIONERS, COUNTY OF LAKE

ROOSEVELT ALLEN JR., COMMISSIONER

FRANCES DUPEY, COMMISSIONER

GERRY SCHEUB, PRESIDENT

PEGGY KATONA, AUDITOR

Order #38 Agenda #44A

In the Matter of E-9-1-1: Lake County Sheriff request - \$2,639.42.

DuPey made a motion, seconded by Allen, to approve the E-9-1-1 request of the Lake County Sheriff in the amount of \$2,639.42. Motion passed 3-0.

Order #39 Agenda #45

In the Matter of Board of Commissioners of the County of Lake Resolution Honoring 2008 Summer Olympic Medalist David Neville.

Allen made a motion, seconded by DuPey, to approve Board of Commissioners of the County of Lake Resolution No. 08-11, Resolution Honoring 2008 Summer Olympic Medallist David Neville. Motion passed 3-0.

**RESOLUTION**

**HONORING  
2008 SUMMER OLYMPIC MEDALIST  
DAVID NEVILLE**

*Whereas, Merrillville High School and Indiana University Alumnus, David Neville won the Indiana State Championship in the 400-meter dash while attending Merrillville High School, and;*

*Whereas, David Neville went on to qualify to compete in the 2008 Summer Olympics representing the United States of America in Track and Field in Beijing, China, and;*

*Whereas, David Neville, despite a sore achilles tendon took flight at the Bird's Nest in a leap of faith diving to a Bronze medal finish in the 400-meter dash making it a USA sweep, and;*

*Whereas, David Neville went on to win the Gold medal in the 4 x 400 relay at the Bird's Nest attaining a new Olympic Record in the process, and;*

*Whereas, David Neville stated "When I run, I feel like I'm worshipping God with my body."*

*Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor and sincerely congratulate David Neville for his great achievements in track and field representing the United States of America and making the citizens of Lake County very proud, and we convey our sincere best wishes for his future endeavors.*

*Approved this 15<sup>th</sup> day of October, 2008*

**BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE**

*Roosevelt Allen, Jr.*  
Roosevelt Allen, Jr.  
*Gerry J. Scheub*  
Gerry J. Scheub  
*Frances DuPey*  
Frances DuPey



## Order #40 Agenda #46

In the Matter of Requisitions for the year 2009 for various County Offices and Departments.

Allen made a motion, seconded by DuPey, to make the Requisitions for the year 2009 for various County Offices and Departments a matter of public record. Motion passed 3-0.

Assessor	Calumet Township Assessor	Cedar Creek Township Assessor
Center Township Assessor	Hanover Township Assessor	Hobart Township Assessor
North Township Assessor	Ross Township Assessor	St. John Township Assessor
Auditor	Clerk	Board of Elections & Registration
Community Corrections	Community Development	Co-op Extension
Coroner	County Council	Court Administrator
Superior Court Room 1	Superior Court Room 2	Superior Court Room 3
Superior Court Room 4	Superior Court Room 5	Superior Court Room 6
Superior Court Room 7	Criminal Public Defender	Data Processing
Drainage Board	Emergency Management	Engineers Office
Fairgrounds	Highway Department	Juvenile Center
Juvenile Court	Plan Commission	Prosecutor
Prosecutor – IV-D Program	Recorder	Sheriff
Lake Superior Court Room 1	Lake Superior Court Room 2	Lake Superior Court Room 3
Lake Superior Court Room 4	Surveyor	Treasurer
Weights & Measures		

## Order #2 (cont'd) Agenda #47

In the Matter of Specifications: Photocopier Maintenance; Printing Classes 2A & 2B; Typewriter Maintenance, for the year 2009.

DuPey made a motion, seconded by Allen, in order with Corrections to Agenda, to approve the specifications for Photocopier Maintenance; Printing Classes 2A & 2B; Typewriter Maintenance, for the year 2009 under the Board of Commissioners and ordered same to advertise for the return of bids by Tuesday, November 18, 2008 prior to 9:30 AM in the Auditor's Office. Motion passed 3-0.

## Order #41 Agenda #48

In the Matter of Letter from P& S Construction concerning changes to scope of work for the renovation of Superior Court Civil Division Room Three for an additional \$1,500.00.

Allen made a motion, seconded by DuPey, to ratify the approval of the changes to scope of work for the renovation of Superior Court Civil Division Room Three for an additional \$1,500.00 for P&S Construction. Motion passed 3-0.

## Order #42 Agenda #49

In the Matter of Bid due in on September 17, 2008, received on September 26, 2008 for Air Conditioning & Ventilation from Eastern Engineering Supply to be rejected unopened.

DuPey made a motion, seconded by Allen, to reject the Bid due in on September 17, 2008, but received on September 26, 2008 for Air Conditioning & Ventilation from Eastern Engineering Supply. Motion passed 3-0.

## Order #43 Agenda #50

In the Matter of Modification of Lease with James Hunley, Hanover Township Trustee.

DuPey made a motion, seconded by Allen, to support the Modification of Lease with James Hunley, Hanover Township Assessor, to be prepared by John Dull. Motion passed 3-0.

## Order #43 Agenda #51

In the Matter of Termination of Lease for the Center Township Assessor.

DuPey made a motion, seconded by Allen, to support the Termination of Lease for the Center Township Assessor, to be prepared by John Dull. Motion passed 3-0.

## Order #44 Agenda #52A

In the Matter of Review and Approval of Minutes, Special Meeting, Wednesday, May 1, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, May 1, 2008, a Special Meeting. Motion passed 3-0.

## Order #44 Agenda #52B

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, May 21, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, May 21, 2008, a Regular Meeting. Motion passed 3-0.

## Order #44 Agenda #52C

In the Matter of Review and Approval of Minutes, Regular Meeting, Wednesday, June 18, 2008.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Wednesday, June 18, 2008, a Regular Meeting. Motion passed 3-0.

## Order #45 Agenda #53

In the Matter of Lake County Expense Claims to be allowed Wednesday, October 8, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, October 8, 2008 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.

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

## Order #45 Agenda #54

In the Matter of Service Agreements

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

<b>L C CORONER</b>	<b>W/</b>	McShanes
<b>L C CALUMET TOWNSHIP</b>	<b>W/</b>	Amy Bruce Cleaning Services Contract
<b>L C SURVEYOR</b>	<b>W/</b>	Clifford-Wald & Co.

## Order #45 Agenda #55

In the Matter of Poor Relief Decisions

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

Raenard Douglas	Approved
Betty Crawford	Approved
Theresa Acevez	Approved
Darcel Pettus	Approved
Nakell Romer	Approved
Paul Byndumer	Approved
Romlei Manson	Approved
Mary Shepherd	Approved
Melissa Moore	Approved on condition
Phyllis Littles	Approved
Leticia Turner	Approved
Lisa Brown	Approved
Howard Hawkins	Approved
Vickie Mathews	Approved
Sharon Woodard	Approved
Candi Manning	Approved
Cleveneath Lloyd	Approved on condition
Candace Johnson	Approved
Therese Higgins	Approved on condition
Mildred Brown	Approved
Nicole Baker	Approved
Takisha Boyd	Approved
Regina Cooper	Approved
Queen Bailey	Approved
Pamela Rogers	Approved
Vera Jonis	Approved
Karlisa Midell	Approved
Donaldo Webber	Approved
Johnny Johnson Sr.	Approved
Shirley Stone	Approved
Ikima McNutt	Approved
Lorraine McCurry	Approved
Lisa Daniels	Approved
Arlean Sanders	Approved
Kayatuana Littles	Approved
Shalanda Clayborn	Approved
Barbara Savage	Approved
Jason Gordon	Approved
April Crump	Approved
Garry Ward	Approved
JoAnn Hooker	Approved
Chandra Jones	Approved
Sherry Klut	Approved
Patricia Robert	Approved
Andrea Riley	Approved
Quanta Parker	Denied for appellant's failure to appear
Melissa Moore	Approved
Pamela Rodgjs	Approved
Pamela Saunders	Approved on condition
Earlene Tolliver	Approved
Parrish Williams	Approved
Latoya Willis	Approved
Michael Sims	Approved
Phyllis Freeman	Approved
Brenda Hollins	Approved
Sarah Stuisor	Approved on condition
Barbara Biancardi	Approved

## Order #45 Agenda #55 (cont'd)

Shalonda Worton	Approved
Wanda Morgan	Approved
Casalin Amber	Approved
Lillian Edwards	Approved
Nicole Knox	Approved
Rachael Menchaca	Approved / 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.
Eleise Greenwood	Approved
Patrick Hancock	Approved
Laressia Curington	Approved
Lola Wells	Approved
Kanasha Nixon	Approved on condition
Sophia Thomas	Approved
Octavia McLaurin	Approved
Tonia Tyler	Approved on condition
Vera Jones	Approved
Charles Williams	Approved
Celestine Robinson	Approved
Kena Szala	Approved
Louise Wallace	Approved
Willie Robinson	Approved
Amy Parker	Approved
Helen Aaron	Approved
Kimberly Wills	Approved on condition
Valerie Adams	Approved
Carmelita Mitchell	Approved in part
Doris Harrington	Approved
Christine Johnson	Approved
Carla McClerin	Approved in part
Tina Wilkey	Approved in part
Duane Hayes	Approved in part
Stephanie Hill	Approved
Reita Hindmon	Approved
Lee Maxfield	Approved
Carla Dawson	Approved
Dalena Burtin	Approved
Latoya Crowder	Approved in part
Paula Carson	Approved on condition
Eric Sparks	Approved
Wanda Colon	Approved on condition
Derrick Anderson	Approved
Barbara Williams	Approved
Michelle Rogers	Approved on condition
Yvonne Thompson	Approved
Dhalon Williams	Approved on condition
Irene Wilson	Approved
Millandy Walls	Approved
Dandera Hines	Approved on condition
Vernell Hamilton	Approved
Adrienne Lyles	Approved
Darnesha Stansol	Approved
Sharon Dinicola	Approved
Kenya Williams	Approved
LaTonya Russell	Approved
Linda Patterson	Approved
Jerome O'Neal	Approved
Danell Muhammad	Approved on condition
Harold Lillie	Approved
Miriam Johnson	Approved
Robert Henderson	Approved
Betty Kelly	Approved
Channel Curtis	Approved
McArthur Henderson	Approved
Rosonica Lucas	Approved
Diane Givens	Approved
Etta Collins	Approved
Katerine Moore	Approved
Yolanda Anderson	Approved
Kelli Campbell	Approved
Ben Alexander	Approved
Dawn Rucker	Approved
Trisha Franklin	Approved
Tamika Shan	Approved
Jason Kolb	Approved on condition
Walter Curtis	Approved
Ethel Foster	Approved
April Grady	Approved
Denisa Donner	Approved
Shaunte Williams	Approved
Isabell McClain	Approved
Valerie Massey	Approved
Aurelia Borom	Approved
Phillip Woody	Approved
Charles Owen	Approved
Diane Smith	Approved on condition

## Order #45 Agenda #55 (cont'd)

Leroy Hunter	Approved
Assyria Shakir	Approved
Ralph Woods	Approved
Julietta Smith	Approved
Juanita Sandoval	Approved
Sonja Barnes	Approved
Kristen Bailey	Approved
Charee Burnett	Approved
Nikomas Francis	Approved
Sandra Coares	Approved
Jessica Greenlee	Approved
Irma Brown	Approved
JoAnn Gearron	Approved
Lawrence Taylor	Approved
Charmaine Austin	Approved
Owena Taylor	Approved
Taquilla Moore	Approved on condition
Sabrina Mitchell	Approved
Toni Wright	Approved on condition
Charles Thomas	Approved
Lorraine Hall	Approved
Otheria Hill	Approved
Aliceya Anderson	Approved
Sheldon Bell	Approved on condition
Tymara Ballard	Approved
Wanda Cooper	Approved
Gail Coleman	Approved
Dale Kendrick	Approved
Ophelia Holmes	Approved
Elizabeth Over	Approved
Derrick Satisfield	Denied
Denise Thames	Approved
Tina Williams	Approved
Sandra Brown	Approved
Kishna Glass	Approved on condition
Joyce Cannon	Approved
Elizabeth Over	Approved
Tanisha Brown	Approved
Sonja Reed	Approved
Latonya Looney	Approved
Bobby Johnson	Approved
Tiffany White	Approved
Janet Triplett	Approved in part
Marietta Blissett	Approved
Tawanda Carprue	Approved
Meredith Anderson	Approved
Lucresha Deneal	Approved
Theresa Fleming	Approved on condition
Ina Young	Approved
Gregory Fowler	Approved
Lisa McFarland	Approved
Grace Wagner	Approved
George Bradshaw	Approved
Margretta Hobson	Approved on condition
Prentis Sanders	Approved
Reahan Cooper	Approved
Vernell Hamilton	Denied for appellant's failure to appear
Bentley Peebles	Denied for appellant's failure to appear
Veronica Cooper	Denied for appellant's failure to appear
Veronica Hughes	Denied for appellant's failure to appear
Jeanette Elzy	Denied for appellant's failure to appear
Taketa Washinton	Denied for appellant's failure to appear
Veronica Jenkins	Denied for appellant's failure to appear
DeVonne Mitchell	Denied for appellant's failure to appear
Irene Wilson	Denied for appellant's failure to appear
Garcia Luis	Denied for appellant's failure to appear
Shavonita Nielson	Denied for appellant's failure to appear
Layciea Moore	Denied for appellant's failure to appear
Elida Lozano	Denied for appellant's failure to appear
Brenda Jones	Denied for appellant's failure to appear
Gloria Sease	Denied
Cheryl Jones	Denied
Richard Dean	Approved
Carolyn Willis	Denied
Rochelle Watts	Denied
Phair Key	Denied for appellant's failure to appear
Vicki Wild	Denied for appellant's failure to appear
Tommie Pendleton	Denied for appellant's failure to appear
Yuna Brooks	Denied for appellant's failure to appear
Alexis Harris	Denied for appellant's failure to appear
Jamal Harvey	Denied for appellant's failure to appear
Raynett Scott	Remanded to township for further consideration and review
Yolanda Morris	Denied for appellant's failure to appear
Bernadette Moore	Denied for appellant's failure to appear
Cherone Bady	Denied for appellant's failure to appear
Taryn Caffey	Denied for appellant's failure to appear

## Order #45 Agenda #55 (cont'd)

Robert Leon	Denied for appellant's failure to appear
Reginald Fields	Denied for appellant's failure to appear
Hollis Meade	Denied for appellant's failure to appear
Tamisha Brown	Denied for appellant's failure to appear
Sarah Lowe	Denied for appellant's failure to appear
Falisha Nelson	Denied for appellant's failure to appear
Doris Cruz	Denied
Shemata Chatman	Remanded to township for further consideration and review
Shadonna Williams	Denied
Anthony Dillon	Denied
Amy Parker	Denied for appellant's failure to appear
Shanetta Gordon	Denied for appellant's failure to appear
Kenya Collins	Denied for appellant's failure to appear
Peithe Curington	Denied for appellant's failure to appear
Veronica Manuel	Denied
Francis Nikomae	Denied
Iglovia Parks	Denied
Deenore Robinson	Denied for appellant's failure to appear
Debra Williams	Denied for appellant's failure to appear
Lakesha Harris	Denied for appellant's failure to appear
Shawdreen Turner	Denied for appellant's failure to appear
Lemuel Cannon	Denied for appellant's failure to appear
Camillia Sanjurjo	Denied for appellant's failure to appear
Denise Simpson	Denied for appellant's failure to appear
Shirley Stone	Denied for appellant's failure to appear
Candis Taylor	Denied for appellant's failure to appear
Sophia Thomas	Denied
Nitra Fry	Denied for appellant's failure to appear
LaTisa Brewer	Denied for appellant's failure to appear
Danielle Hudson	Denied for appellant's failure to appear
Toni Spraggins	Denied for appellant's failure to appear
Pamela Brant	Denied for appellant's failure to appear
Lanell Spence	Denied
Roosevelt Phillips	Remanded to township for further consideration and review
Nikita Lavich	Denied for appellant's failure to appear
Sandra Cole	Denied for appellant's failure to appear
Othello Bean	Denied for appellant's failure to appear
Sharon Smith	Denied for appellant's failure to appear
James Neely	Denied for appellant's failure to appear
Gavin Lewis	Denied for appellant's failure to appear
Antoinette Hines	Denied
Ollie Levy	Denied for appellant's failure to appear
Shalonda Henderson	Denied for appellant's failure to appear
Barbara Allen	Denied for appellant's failure to appear
Melinda Harvey	Denied
Revell McKnight	Denied for appellant's failure to appear
Tearra Batey	Denied for appellant's failure to appear
Chanell Curtis	Denied for appellant's failure to appear
Emmanuel Mitchell	Denied for appellant's failure to appear
Mary Shelby	Denied for appellant's failure to appear
Michael Jaylon	Denied for appellant's failure to appear
Sharon Frazier	Denied for appellant's failure to appear
Lynn Strickland	Denied for appellant's failure to appear
Yahrushala Abrams	Denied for appellant's failure to appear
Debra Staples	Denied for appellant's failure to appear
Kophye Estes	Denied for appellant's failure to appear
Wright Summers	Denied for appellant's failure to appear
Nancy Johnson	Denied for appellant's failure to appear
Alice Escamilla	Decision not clarified
Kathy Lofton	Denied
Likeeta Fields	Denied
Angel Byrd	Denied for appellant's failure to appear
Monica Johnson	Denied for appellant's failure to appear
Bellam Cole	Denied for appellant's failure to appear
Pamela Brant	Denied for appellant's failure to appear
Michael Eaton	Denied for appellant's failure to appear
Gladys Long	Denied for appellant's failure to appear
Pamela Rodgis	Denied for appellant's failure to appear
Veronica Curtis	Denied
Valerie Adams	Denied for appellant's failure to appear
Willie Anderson	Denied for appellant's failure to appear
Rhoda Akins	Denied
Candace Johnson	Remanded to township for further consideration and review
Terry Strugis	Denied for appellant's failure to appear
Octavia Watson	Denied for appellant's failure to appear
Mary Ingram	Denied for appellant's failure to appear
Gladys Mayhew	Denied for appellant's failure to appear
Janel Congress	Denied for appellant's failure to appear
Felicia Watson	Denied for appellant's failure to appear
Willie Anderson	Denied for appellant's failure to appear
Miquita Moore	Denied
Tiffany B.	Denied
Michelle Menzies	Denied
Allan Walker	Denied
Shelly Jenkins	Denied for appellant's failure to appear
Odessa Chambers	Denied for appellant's failure to appear

## Order #45 Agenda #55 (cont'd)

Franklin Jones	Denied for appellant's failure to appear
Ralph Tabb	Denied for appellant's failure to appear
Alfred Jones	Remanded to township for further consideration and review
Danika Lopez	Denied for appellant's failure to appear
Shavonne Reynolds	Denied for appellant's failure to appear
Nikisha Young	Denied for appellant's failure to appear
Shelia Calmese	Denied for appellant's failure to appear
Selena Strong	Denied for appellant's failure to appear
Robin Madry	Denied
Brittney Walker	Remanded to township for further consideration and review
Kevin Johnson	Denied
Lenglie Loue	Denied
Joycestine Tyler	Denied
Stephan Jones	Denied

## Order #46 Agenda #58

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

There are none for this meeting to be approved, but if the Council has anything that's conflicting then a Special Meeting will be scheduled.

ON RECORD – As per word of the issue of a discussion to be held by the Lake County Council for an Income Tax Public Hearing, DuPey made a motion, seconded by Scheub, that as a Lake County Commissioner serving on the Board of Lake County Commissioners will not pass or ever intend to pass any Option Income Tax. Motion passed 2-1, *Commissioners Allen* states he is not an absolute person and will not agree to absolutely forever do anything, because it depends on the circumstances if the County gets to point where we can not deliver vital services to the citizens in the community and the only alternative is an Option Income Tax to provide those services then he will support an Income Tax. *Commissioner Scheub*, I would like to say, next year 2009 our property taxes go down 200 million dollars to the tax payers of Lake County and had the one percent (1%) passed, Jasper County is already up to 3.05 and it wouldn't take Lake County long to do that either, at one cent it's eighty million dollars and at three cents it would be two hundred forty million dollars, so I've said prior and I'll say again that I will never vote for a County Option Tax because I don't believe it's necessary and I don't think the State should mandate an Option of the County, I think we should be proud in Lake County that we've withstood the forces to pass this Option Tax when it's not, let the State mandate it. *Commissioner DuPey*, in response to Commissioner Allen, that this mess is not of our making and this actually goes back to the General Assembly and House Bill 1478, so if the State were thinking about Lake County and vital we are to the economic growth of Indiana and the stability of Indiana they sure didn't think much of us when they did that to us and I'm not going to help them out of the mess that they created and all it say to me is that each governmental unit will have to create their efficiency and I will never vote for this tax. *Allen*, I agree with Commissioner DuPey that we did not create this mess that it was created by the Assembly and the State, it's not of our doing, but I've got to look at it from a practical standpoint and that's from a position of a definite frozen levy. We can not continue to operate from year to year with a frozen levy and provide the vital services the citizens in the County that we're supposed to provide.

## Order #47

REPORT – DuPey made a motion, seconded by Allen, 10:00 AM Thursday, October 16, 2008 Special Meeting being called by the Board of Commissioners for the sole purpose of vetoing any County Option Income Tax inactive by the Lake County Council. Motion passed 3-0.

## Order #48 Agenda #59 A

In the Matter of Certificate of Appointment of Joi Struebig to the Convention & Visitors Bureau Board.

Allen made a motion, seconded by DuPey, to make a matter of public record the Certificate of Appointment of Joi Struebig to the Convention & Visitors Bureau Board. Motion passed 3-0.

## Order #49 Agenda #59B

In the Matter of Appointments: Judicial Nominating Commission – District 1.

Commissioner Allen moves to nominate Reverend O.C. Comer for the Judicial Nominating Commission – District 1, seconded by DuPey. Motion passed 3-0.

## Order #50 Agenda #59C

In the Matter of Appointments: Judicial Nominating Commission – District 3.

Commissioner DuPey moves to nominate Bobbi Costa for the Judicial Nominating Commission – District 3, seconded by Allen. Motion passed 3-0.

## Order #51 Agenda #60

In the Matter of Staff Reports: Assessor's Office

Several local township assessors' offices are in the process of closing and moving to a central location. West Creek, Cedar Creek, Eagle Creek, and Center Township Assessor's Offices are all moving to the Hanover Township Assessor Office for no rent, new contract to be prepared and Center Township to buy out lease.

## Order #51 Agenda #60

In the Matter of Staff Reports: Lake Area United Way.

DuPey made a motion, seconded by Allen, to support the Memo in regard to Lake Area United Way's annual fund raising campaign through our Lake County Payroll Department. Motion passed 3-0.

Attorney John Dull – To prepare a letter to all State Legislators including the Governor asking for their support of not to support the State's plan for the 9-1-1 fees and funding.

The following officials were Present:

Attorney John Dull  
Dan Ombac  
Brenda Koselke  
Jim Bennett  
Delvert Cole  
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, November 19, 2008 at 10:00 A.M.

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

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ROOSEVELT ALLEN JR., PRESIDENT

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FRANCES DUPEY

\_\_\_\_\_  
GERRY SCHEUB

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR