

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Hammond and Crown Point, the Post Tribune, WJOB Radio Station, the Crown Point Star, Cable Regional News Channel 3, Pilcher Publishing and the Valparaiso media on the 15th day of September, 2005 at about 4:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 15th day of September, 2005 at about 4:45 p.m.

Order#1 – Agenda #5A

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

Clay made a motion, seconded by Scheub, to approve the opening of the bids. Motion passed 2-0, Commissioner DuPey absent.

Order#2 – Agenda #5B

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

DuPey made a motion, seconded by Clay, to approve the Additions – Item #17A – Verizon Wireless Agreement; Item #53A – Election Board Reimbursement Application; Item #53B – Commissioner's Concern over Key nos. 26-37-0111-0013 and 26-37-0111-0015; Item#53C – Hammond Development Corporation Lease Agreement for 219 Russell Street, Hammond; Item#60E – Gary Airport Authority Appointment. DELETIONS Item#40 – City of East Chicago request for Key nos. 24-30-0216-0001 and 24-30-0216-0020. CORRECTIONS Item #17 – 8 Unmarked Ford Explores should read 8 Marked Ford Explorers. Motion passed 3-0.

Order#3 – Agenda #5D

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

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

Order#4 – Agenda #5E

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

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

ADD Orderr#5 – Agenda #53A

In the Matter of Election Board Reimbursement Application.

DuPey made a motion, seconded by Clay, to approve the Election Board Reimbursement Application. Motion passed 3-0.

County of Lake)
State of Indiana)

Sitting in Crown Point, Indiana

RESOLUTION

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LAKE COUNTY SALL LASOTA, DIRECTOR, LAKE COUNTY BOARD OF ELECTION AND REGISTRATION is authorized to apply on behalf of this county for voting system reimbursement funds under IC 3-11-6.5. ADOPTED THIS 21ST DAY OF SEPTEMBER, 2005.

Commissioner Gerry Scheub
Commissioner Frances DuPey
Commissioner Rudolph Clay

Attest:
Judith Companik
Acting L.C. Auditor

Order#6 – Agenda #34

In the Matter of Board of Commissioners Resolution honoring Stephen R. Stiglich.

DuPey made a motion, seconded by Clay, to approve the Board of Commissioners Resolution honoring Stephen R. Stiglich. Motion passed 3-0.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

A RESOLUTION OF THE BOARD OF COMMISSIONERS

OF LAKE COUNTY HONORING AND REMEMBERING
STEPHEN R. STIGLICH

Order#6 – Agenda #34 (Cont'd)

WHEREAS, Stephen R. Stiglich, fondly remembered as Stig, was born and raised in the City of East Chicago, County of Lake, Indiana, and chose, at an early age, to commit his life to public service; and
 WHEREAS, Stig first served his community as a police officer in the City of East Chicago, rising to the rank of Chief of Police for a period of ten (10) years; and
 WHEREAS, Stig then continued his commitment to the citizens of Lake County through public service as the duly elected Sheriff of Lake County, serving from November of 1985 through December 31, 1994; and
 WHEREAS, Stig was then elected Chairman of the Lake County Democratic Central Committee, and faithfully served in that position from March of 1997 through March of 2005; and
 WHEREAS, Stig was duly elected the Auditor of Lake County and served in that capacity from January 1, 2002, through July 28, 2005; and
 WHEREAS, Stig's entire public career was one selflessly dedicated to his community and constituents, earning him the friendship, gratitude and respect of several generations of Lake County families; and
 WHEREAS, Stig's fairness, generosity and commitment to the philosophy that "good politics is good government" earned the admiration and respect of all who came into contact with him; and
 WHEREAS, Stig will forever be remembered as a "gentleman" in the true sense of the word, from his penchant for sartorial splendor to his undying loyalty and commitment to each and every citizen of his beloved City of East Chicago.
 NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the County of Lake, State of Indiana, do hereby acknowledge and honor the many contributions and selfless commitment of Stig to the improvement of the quality of life for all citizens of Lake County, Indiana, and do hereby proclaim September 21, 2005, as Stephen R. Stiglich Day in Lake County, Indiana.

Gerry Scheub

Rudolph Clay

Frances DuPey

Order#7 – Agenda #35

In the Matter of Resolution – Rosa Rosas.

DuPey made a motion, seconded by Clay, to approve the Resolution – Rosa Rosas. Motion passed 3-0.

WHEREAS, Rosa Rosas began supervising the Commissioners' Real Estate Program on January 21, 2003; and
 WHEREAS, the program has disposed of more than 3,500 parcels owned by the Board of Commissioners; and
 WHEREAS, since July 1, 2003, Rosa Rosas has with diligence supervised the Commissioners' Tax Certificate Disposal Program; and
 WHEREAS, Rosa Rosas has met with a multitude of people and answered numerous inquiries regarding these programs; and
 WHEREAS, the real estate and tax sale certificate programs are essential to Lake County's revitalization.
 NOW, THEREFORE, BE IT RESOLVED that Lake County hereby honors Rosa Rosas, commends her exemplary performance, and proclaims this parting salutation to Rosa Rosas and her family:

“DIOS TE VENDIGA”

This resolution is enacted September 21, 2005.

Commissioner Gerry J. Scheub
 Commissioner Frances DuPey
 Commissioner Rudolph Clay

Order#8 – Agenda #6

In the Matter of L.C. Highway Dept. – Ordinance Petition Finding of Fact for the establishment and posting of a 35 M.P.H. limit Sheffield Avenue from West 81st Avenue to West 101st Avenue.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway Department's Ordinance Petition Finding of Fact for the establishment and posting of a 35 M.P.H. limit Sheffield Avenue from West 81st Avenue to West 101st Avenue. Motion passed 3-0.

Order#9 – Agenda #7

In the Matter of L.C. Highway Dept. - Ordinance Petition Finding of Fact for the established and posting of a 30 M.P.H. limit West 101st Avenue from Calumet Avenue to State Line Road.

DuPey made a motion, seconded by Clay, to approve the L.C. Highway Department's Ordinance Petition Finding of Fact for the established and posting of a 30 M.P.H. limit West 101st Avenue from Calumet Avenue to State Line Road. Motion passed 3-0.

Order#10 – Agenda #8

In the Matter of L.C. Highway Dept. – Letter from Northern Indiana Materials dated August 23, 2005 stating that Vulcan Materials purchased Northern Indiana Materials.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the L.C. Highway Department's Letter from Northern Indiana Materials dated August 23, 2005 stating that Vulcan Materials purchased Northern Indiana Materials. Motion passed 3-0.

Order#11 – Agenda #9

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

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for the L.C. Highway Dept. for Plumbing Upgrades at the Lowell Highway Garage, from the following vendors, and ordered same to be returned by Tuesday, October 18, 2005 by 9:30 a.m. Motion passed 3-0.

Order#11 – Agenda #9 (Cont'd)

LaMere Plumbing Company

TLC Plumbing, Inc.

Gatlin Plumbing and Heating

Order#12 – Agenda #10

In the Matter of L.C. Highway Dept. – Seek Proposals for Electrical Upgrades at the Lowell Highway Garage.

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for the L.C. Highway Dept. for Electrical Upgrades at the Lowell Highway Garage, from the following vendors, and ordered same to be returned by Tuesday, October 18, 2005 by 9:30 a.m. Motion passed 3-0.

Hyre Electric

A&E Electric

Credent Electric

Midwestern Electric

Order#13 – Agenda #11

In the Matter of L.C. Highway Dept. – County Utility Agreement with SBC Midwest for SR2 and Colorado, in Eagle Creek Township at SW ¼ Section 23 T33N, R8W.

DuPey made a motion, seconded by Clay, to approve the County Utility Agreement between the L.C. Highway Department and SBC Midwest for SR2 and Colorado, in Eagle Creek Township at SW ¼ Section 23 T33N, R8W. Motion passed 3-0.

COUNTY UTILITY AGREEMENT

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

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

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

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

buried telephone facilities; re: Project #5404062

located at SR2 and Colorado, in Eagle Creek Township at SW 1/4 Section 23 T33N, R8W

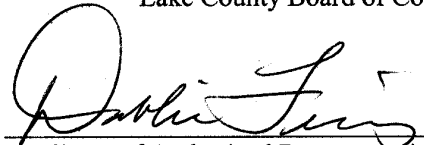
is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for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

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



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

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

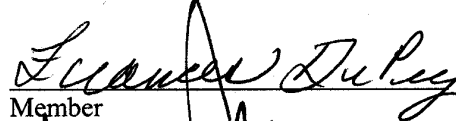
4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable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

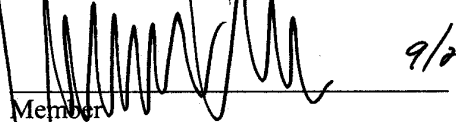

 Applicant of Authorized Representative
 Date of Signature 3/28/05


Recommended for Approval by:



 Lake County Highway Department
 8.31.05
 Lake County Highway Department

BOARD OF COMMISSIONERS OF
 LAKE COUNTY, INDIANA

 9/21/05
 Member

 9/21/05
 Member


 Member

ATTEST: 
 Lake County Auditor

Order#14 – Agenda #12

In the Matter of L.C. Highway Dept. – Market Estimate revision for Parcel #1 Lake County Bridge #91, 109th Avenue over Niles Ditch, and new Parcel #9 of Lake County Bridge #91 for the purchase of Permanent and/or existing Right-of-Way.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway Department's Market Estimate revision for Parcel #1 Lake County Bridge #91, 109th Avenue over Niles Ditch, and new Parcel #9 of Lake County Bridge #91 for the purchase of Permanent and/or existing Right-of-Way. Motion passed 2-0, Commissioner Clay absent.

Order#15 – Agenda #13 A-C

In the Matter of L.C. Highway – Certificates of Liability Insurance for Timber Masters, L.L.C., Rose Cartage Services, Inc., Smith's Specialized Heavy Hauling, Inc.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance for Timber Masters, L.L.C., Rose Cartage Services, Inc., and Smith's Specialized Heavy Hauling, Inc. Motion passed 2-0, Commissioner Clay absent.

Order#16 – Agenda #14A-E

In the Matter of Specifications: L.C. Jail – Correctional Officers Uniforms, Household Supplies, Kitchen Supplies, Laundry Supplies, and Maintenance Supplies

DuPey made a motion, seconded by Scheub, to approve the L.C. Jail's Specifications for Correctional Officers Uniforms, Household Supplies, Kitchen Supplies, Laundry Supplies, and Maintenance Supplies, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#17 – Agenda #14F-K

In the Matter of Specifications: L.C. Sheriff – Garage and Motor Supplies, Gasoline, Gasoline for Helicopter, Officers Uniforms, Oil and Lubricants, and Tires and Tubes.

DuPey made a motion, seconded by Scheub, to approve the L.C. Sheriff's Specifications for Garage and Motor Supplies, Gasoline, Gasoline for Helicopter, Officers Uniforms, Oil and Lubricants, and Tires and Tubes, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#18 – Agenda #15

In the Matter of L.C. Sheriff – Request for permission to purchase Photography Supplies for the year 2006 directly from Eastman Kodak Company under GSA Pricing.

DuPey made a motion, seconded by Scheub, to approve the L.C. Sheriff's request for permission to purchase Photography Supplies for the year 2006 directly from Eastman Kodak Company under GSA Pricing. Motion passed 2-0, Commissioner Clay absent.

Order#19 – Agenda #16

In the Matter of L.C. Sheriff – Consulting Contract with Crowe Chizek and Company, L.L.C. for the period of April 20, 2005 to June 1, 2005 in the amount of \$21,180.00 per month plus out-of-pocket expenses to come out of the Sheriff's Budget.

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Sheriff and Crowe Chizek and Company, L.L.C. for the period of April 20, 2005 to June 1, 2005 in the amount of \$21,180.00 per month plus out-of-pocket expenses to come out of the Sheriff's Budget. Motion passed 2-0, Commissioner Clay absent.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 21st day of September, 2005 Effective from April 20, 2005 to June 1, 2005 by and between Crowe Chizek and Company LLC, a limited liability company, having a place of business at 3815 River Crossing Parkway, Suite 300, Indianapolis, IN 46240, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the L.C. SHERIFF (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall perform the following project activities as outlined and described below and in the Project Engagement letter that is attached to this consulting contract and incorporated herein by references:
 - A. Project Activities:
 - Step One – Initiate/Kick off project
 1. Identify a group of 3-5 member of the Jail Oversight Committee who can serve as a project champion team.
 2. Meet with and conduct individual interviews with the project champion team to document existing processes at a very high level to identify and to understand key decision points in the criminal justice system.

3. Conduct a kickoff meeting with the Jail Oversight Committee to communicate about the project and to begin team-building.

Order#19 – Agenda #16 (Cont'd)

Step Two – Collect

1. Collect information from stakeholder agencies including data, reports, and procedures concerning the key decision points and policies that have an impact on jail population.
2. Analyze and examine policies and procedures that have an impact on jail population.

Step Three – Analyze

1. Evaluate previously gathered data and new data to document the scope and to understand the sources of the jail management problems
2. Facilitate assessment of how criminal justice system processes, decision points, and policies affect the jail population.
3. Provide criminal justice system business best practice evidence to Lake County that can contribute to “quick-win” system changes.
4. Facilitate and coordinate discussions of applications of “quick-win” best practices to Lake County.
5. Create and present findings to Jail Oversight Committee and Lake County Criminal Justice Coordinating Council with recommendations for the next phase of jail population management.

B. Consultant shall include the following detailed information on invoices:

- I. Indicate date of service.
- II. Specify activities in detail to include with whom Consultant met and what project activities were performed.
- III. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
- IV. Quantity this by quarters of hours (.25 = 15 minutes).

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

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

A. Compensation shall be at the following hourly rates.

- i. Executive-230.00 per hour
- ii. Project Manager-200.00 per hour
- iii. Analyst-120.00 per hour

5. **Fees and Payment.**

- A. County shall timely pay Consultant the fees for services and tasks performed by Consultant in accordance with the rates, fixed amounts and schedules set forth in each Request for Services. Failure of County to pay Consultant on time in accordance with the schedule set forth in the applicable Request for Services may result in the termination of the Request for Services or this Agreement in its entirety.
- B. Consultant shall periodically submit to County invoices for the services performed and for actual reimbursable expenses incurred by County under each Request for Services. Each invoice shall include a description of the services performed and any reimbursable expenses incurred by Consultant.
- C. Payment in full is due within 30 days of receipt of invoice. If payment is not received from County within this time period such nonpayment shall be deemed a material breach of this Agreement; which shall entitle Consultant to immediately discontinue all services and terminate any obligations Consultant has under this Agreement, or this agreement in its entirety.

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

7. **Limited Warranties.**

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

8. **LIMITATION OF LIABILITY**

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

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

Order#19 – Agenda #16 (Cont'd)

- B. EXCEPT FOR COUNTY'S OBLIGATIONS IN SECTION 20, COUNTY'S LIABILITY TO CONSULTANT HEREUNDER FOR DAMAGES REGARDLESS OF THE LEGAL THEORY OF THE CLAIM SHALL NOT EXCEED THE TOTAL AMOUNT COUNTY HAS PAID AND IS OBLIGATED TO PAY TO CONSULTANT UNDER THIS AGREEMENT. FURTHER, COUNTY SHALL NOT BE LIABLE TO CONSULTANT FOR LOST PROFITS OR FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER EVEN IF COUNTY KNEW ABOUT THE POSSIBILITY OF SUCH DAMAGES.
9. **Indemnity.**
- A. Consultant shall defend, indemnify and hold harmless County from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of Consultant and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by Consultant.
- B. County shall defend, indemnify, and hold harmless Consultant from and against all damages to persons or property and any related costs and expenses, including court costs and reasonable attorney fees, caused solely by the negligence of County and from and against all claims and liability and related costs and expenses, including court costs and reasonable attorney fees, resulting solely from a material breach of this Agreement by County.
10. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date if such termination.
11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
13. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
15. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
16. **When Rights and Remedies Not Waived.** In no event shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
17. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
18. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
19. **Miscellaneous Provisions.**
- A. This agreement and any documents attached hereto and incorporated by reference herein, represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
20. **Information Availability.**

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

Order#19 – Agenda #16 (Cont'd)

confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

- 21. **Governing Law.** This Agreement shall be in all respects interpreted and construed in accordance with and be governed by the laws of the State of Indiana.
- 22. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

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

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

CONSULTANT:

 ATTEST:
 JUDITH COMPANIK
 LAKE COUNTY AUDITOR

Order#20 – Agenda #17

In the Matter of L.C. Sheriff – Three Year Master Lease/Purchase Agreement with National City Commercial Capital Corporation for 7 Unmarked Ford Taurus Sedans, 8 Marked Ford Explorers and 18 Marked Ford Crown Victoria's for \$965,325.75 to be paid in three equal annual payments of \$321,775.25.

DuPey made a motion, seconded by Clay, to approve the Three Year Master Lease/Purchase Agreement with National City Commercial Capital Corporation with the amendment as follows: 7 Unmarked Ford Taurus Sedans, 4 Marked Ford Explorers and 22 Marked Ford Crown Victoria's for \$965,325.75 to be paid in three equal annual payments of \$321,775.25. Motion passed 3-0.

MASTER LEASE – PURCHASE AGREEMENTDated as of September 15, 2005

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between National City Commercial Capital Corporation ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: Lake County

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in

full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE - LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary

services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements "Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the

net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such

Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a

complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of the lessee (The "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY. Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be

created through transfer and possession only of the counterpart marked "Lessor's Original."

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

Lake County
("Lessee")

National City Commercial Capital Corporation
("Lessor")

By: _____

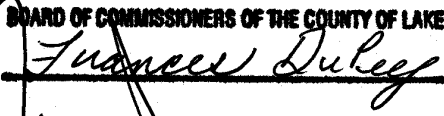
By: _____

Title: _____

Title Funding Authority

2293 N. Main Street
Crown Point, IN 46307

995 Dalton Ave.
Cincinnati OH 45203

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


 APPROVED THIS 21 DAY OF SEP 2005

ADD Order#21 – Agenda #17A

In the Matter of L.C. Sheriff – Service Agreement with Verizon Wireless.

Clay made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Sheriff and Verizon Wireless. Motion passed 3-0.

Order#22 – Agenda #18

In the Matter of L.C. Surveyor – Request for Release of As-Built Bond Check #96579 in the amount of \$1,500.00 for I-65 & Route 2 Commercial Park.

DuPey made a motion, seconded by Clay, to approve the L.C. Surveyor's request for Release of As-Built Bond Check #96579 in the amount of \$1,500.00 for I-65 & Route 2 Commercial Park. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake
Re: INSPECTION OF I-65 & ROUTE 2 COMM. PARK SUBDIVISION

WHEREAS, The County Surveyor's Office has examined and filed a written report approving completion of improvements in I-65 & ROUTE 2 COMM. PARK 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 21ST DAY OF SEPTEMBER, 2005.

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

ATTEST: JUDITH L. COMPANIK, LAKE COUNTY AUDITOR

RELEASE

WHEREAS, a AS-BUILT BOND in the form of a OFFICIAL CHECK #96579 from DELAWARE PLACE BK. was filed in the sum of ONE THOUSAND FIVE HUNDRED Dollars (\$1,500.00 for improvements in I-65 & Route 2 Comm. Park Subdivision. Therefore, the Board of Commissioners of the County of Lake does hereby release said Bond in the form of a Official Check in the sum of One Thousand Five hundred Dollars (\$1,500.00) effective this date.

DATED 21ST DAY OF SEPTEMBER, 2005.

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

ATTEST: JUDITH L. COMPANIK, LAKE COUNTY AUDITOR

Order#23 – Agenda #58

In the Matter of L.C. Surveyor - Service Agreement with T-Mobile USA.

DuPey made a motion, seconded by Clay, to approve the Service Agreement between the L.C. Surveyor and T-Mobile USA. Motion passed 3-0.

Order#24 – Agenda #19 - 21

In the Matter of L.C. Juvenile Center: Seek Proposals for Food, Bread, and Dairy Products for the 4th Quarter, 2005.

DuPey made a motion, seconded by Clay, to approve the seeking of proposals for the L.C. Juvenile Center for Food, Bread, and Dairy Products for the 4th Quarter, 2005 from the following vendors, and ordered same to be returned by Tuesday, November 15, 2005 by 9:30 a.m. Motion passed 3-0.

Food Products:		
Shop Rite Foods, Inc.	Gordon Food Service	Sysco Food Services
Bread Products:		
Kreamo Bakers	Interstate Brands	Sara Lee Baking
Dairy Products:		
Pleasant View Dairy Corp.	Dairy Farms, Inc.	Clovercrest Dairy

Order#25 – Agenda #22

In the Matter of Specifications: L.C. Juvenile Center - Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming.

Order#25 – Agenda #22 (Cont'd)

DuPey made a motion, seconded by Clay, to approve the L.C. Juvenile Center's Specification for Janitorial, Maintenance, Paper, Laundry Supplies, and Health & Grooming, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 by 9:30 a.m. Motion passed 3-0.

Order#26 – Agenda #26

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract Amendment entered into on December 15, 2004 with Stephen E. Scheele for an additional \$36,000.00 at the rate of \$60.00 per hour.

DuPey made a motion, seconded by Clay, to approve the Consulting Contract Amendment entered into on December 15, 2004 between the L.C. Public Defender, Conflicts Division and Stephen E. Scheele for an additional \$36,000.00 at the rate of \$60.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

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

The contract is amended as follows: This is for an additional Thirty-Six Thousand (\$36,000.00) Dollars.

Approved this 21st day of September, 2005

Board of Commissioners
Of the County of Lake
Gerry J. Scheub
Rudolph Clay
Frances DuPey

Consultant:

Stephen E. Scheele
Attest:
Judith L. Companik
Lake County Auditor

Order#27 – Agenda #23

In the Matter of L.C. Juvenile Court – Amendment to the Consulting Contract entered into with Mary Jo Smith on November 17, 2004 for an additional \$2,460.00 payable at \$820.00 per month for the period of October 1, 2005 to December 31, 2005.

DuPey made a motion, seconded by Scheub, to approve the Amendment to the Consulting Contract entered into between the L.C. Juvenile Court and Mary Jo Smith on November 17, 2004 for an additional \$2,460.00 payable at \$820.00 per month for the period of October 1, 2005 to December 31, 2005. Motion passed 3-0.

AMENDMENT

This is an Amendment to the Consulting Contract entered into between Mary Jo Smith and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Court on November 17, 2004 in the amount of \$7,380.00 at the rate of \$820.00 per month to be paid out of the JABG Grant.

The consulting contract is amended as follows: This is for an additional sum of Two Thousand Four Hundred Sixty (\$2,460.00) Dollars payable at \$820.00 per month for the period of October 1, 2005 to December 31, 2005. This project is to come out of the JABG Grant.

Approved this 21st day of September, 2005.

Board of Commissioners
Of the County of Lake
Gerry J. Scheub
Rudolph Clay
Frances DuPey

Mary Jo Smith

Attest:
Judith L. Companik
Lake County Auditor

Order#28 – Agenda #24

In the Matter of Contract for L.C. Clerk – Decked Mobile Shelving System, Stationery Shelving, and labor involved to utilize and relocate existing shelving.

The Board having previously taken the above bids under advisement, does hereby award the contract to LAFAYETTE MATERIALS MANAGEMENT CO., INC., 635 Erie Street P.O. Box 6187, Lafayette, IN 47904, for Decked Mobile Shelving System, Stationery Shelving, and labor involved to utilize and relocate existing shelving upon a motion by DuPey, seconded by Clay, with the recommendation of the L.C. Clerk. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Decked Mobile Shelving System, Stationery Shelving, and labor involved to utilize and relocate existing shelving for the L.C. Clerk, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

LAFAYETTE MATERIALS MANAGEMENT CO., INC. W/ no bond is hereby approved by the Board of Commissioners

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the DECKED MOBILE SHELVING SYSTEM, STATIONERY SHELVING, AND LABOR INVOLVED TO UTILIZE AND

RELOCATE EXISTING SHELVING FOR THE L.C. CLERK FOR \$60,024.00. and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: SEPTEMBER 21, 2005

Order#28 – Agenda #24 (Cont'd)

GERRY SCHEUB
FRANCES DuPEY
RUDOLPH CLAY

LAFAYETTE MATERIALS MANAGEMENT CO., INC.

Letter of Recommendation:

THOMAS R. PHILPOT
CLERK LAKE CIRCUIT/SUPERIOR COURT
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

September 6, 2005

Board of Commissioners
Gerry J. Scheub, President
Rudolph Clay
Frances DuPey
2293 N. Main Street
Crown Point, IN 46307

RE: Shelving Bids

Dear Commissioners:

The following is an analysis of the bids submitted for shelving in the Clerk's Office:

Vendor	Quote on Filing Inches	Total Filing Inches	Price Per Filing Inch	Record Handling	Total Quote
Lincoln Office	\$64,850.00	46,440	\$1.40	No	\$64,850.00
JB Design	\$64,230.35	60,960	\$1.05	No	\$64,230.35
McShane's	\$60,245.50	65,692	\$0.92	No	\$60,245.50
LAMMCO	\$47,520.00	55,512	\$0.86	\$12,504.00	\$60,024.00

After thorough review, we have determined that LAMMCO is the lowest and most responsive vendor. We are recommending that the contract for shelving, including record handling, be awarded to LAMMCO.

Sincerely,
Thomas R. Philpot
Lake County Clerk

Order#29 – Agenda #25

In the Matter of Specifications: L.C. Coroner – Photography Supplies for the year 2006.

DuPey made a motion, seconded by Scheub, to approve the L.C. Coroner's Specifications for Photography Supplies, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#30 – Agenda #27

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

DuPey made a motion, seconded by Scheub, to approve the Consulting Contract between the L.C. Auditor and Government Fixed Asset Services, Inc. for GASB Statement No. 34 in the amount of \$9,000.00 plus expenses including local commuting. Motion passed 2-1, Commissioner Clay absent.

Government Fixed Asset Services, Inc.

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

September 6, 2005

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

Gentlemen:

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

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

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

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

...helping governments account for fixed assets

Government Fixed Asset Services, Inc.

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

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

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

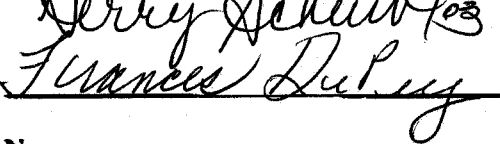
Very truly yours,

Government Fixed Asset Services, Inc.



Michael M. Nielsen
Director

Engagement Authorization



Name

Title

Sept 21, 2005
Date

Government Fixed Asset Services, Inc.

Limiting Conditions – Government Fixed Asset Services, Inc.

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

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

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

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

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

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

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

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

Government Fixed Asset Services, Inc.

Michael M. Nielsen
Government Fixed Asset Services, Inc.
Chicago, Illinois
(773) 298 0289
nielsen@fixedassetservices.com

Michael M. Nielsen is Director, Government Fixed Asset Services, Inc., Chicago, Illinois. This firm was established in 1999 to serve state and local governments exclusively. Nielsen's areas of activity include GASB Statement No. 34 assessment and planning studies and implementation assistance, capital asset policy and procedure reviews, and general consulting related to property accounting for financial reporting purposes in government.

Representative Accomplishments

In addition to business development, advisory, and implementation activities, Nielsen has focused efforts on issues and developments relating to property management and accounting for capital assets for financial reporting purposes. Past and present areas of involvement include:

Past interface with the Governmental Accounting Standards Board regarding fixed asset accounting and infrastructure reporting issues

Instructor of the Government Finance Officers Association Capital Asset Accounting and Reporting Seminar (conducted two to three times per year) 1987 to present

Current advisor to the Government Finance Officers Association Standing Committee on Accounting, Auditing and Financial Reporting (past advisor 1996 – 2002)

Professional presentations include the National Government Finance Officers Association Annual Conference and state finance officer organizations of the following:

New England	Ohio	New Mexico
Virginia	Indiana	Wyoming
North Carolina	Michigan	Colorado
South Carolina	Illinois	Washington
Alabama	Wisconsin	Montana
Mississippi	Minnesota	Connecticut
Louisiana	Iowa	Kansas
Kentucky	Arizona	Alaska

Background

Nielsen has spent approximately 20 years with the appraisal and accounting consulting professions with a commitment to governments and, especially, municipalities and counties. He established Government Fixed Asset Services, Inc. in 1999. Nielsen has conducted numerous fixed asset accounting seminars and presentations across the United States.

Nielsen received a BA degree from DePaul University of Chicago and an advanced degree from Loyola University of Chicago.

nielsen-bio pres

Order#31 – Agenda #28

In the Matter of Specifications: L.C. Data Processing – IBM Compatible Personal Computers Year 2006.

DuPey made a motion, seconded by Scheub, to approve the L.C. Data Processing's Specifications for IBM Compatible Personal Computers Year 2006, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-1, Commissioner Clay absent.

Order#32 – Agenda #29

In the Matter of Specifications: L.C. Data Processing – Scanning of the Lake County Auditor's Property Record Cards.

DuPey made a motion, seconded by Scheub, to approve the L.C. Data Processing's Specifications for Scanning of the Lake County Auditor's Property Record Cards, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-1, Commissioner Clay absent.

Order#33 – Agenda #30

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond for Harvest Moon Acres in the form of Irrevocable Letter of Credit No. CL7236LC from Peoples Bank in the amount of \$5,500.00.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Release and Resolution for the Performance Bond for Harvest Moon Acres in the form of Irrevocable Letter of Credit No. CL7236LC from Peoples Bank in the amount of \$5,500.00. Motion passed 2-0, Commissioner Clay absent.

RELEASE

WHEREAS, LARRY BOSTON, principal has on the 6th day of August 2003 filed a Performance Bond in the form of an Irrevocable Letter of Credit No. CL7236LC through Peoples Bank in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00 for required Improvements in HARVEST MOON ACRES.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Irrevocable Letter of Credit No. CL7236LC through Peoples Bank in the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00). Effective this date.

DATED 21ST DAY OF SEPTEMBER, 2005.

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

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: INSPECTION – HARVEST MOON ACRES

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

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21ST DAY OF SEPTEMBER, 2005.

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

Order#34 – Agenda #31

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Subdivision Bond No. 5018377 from Bond Safeguard Insurance Company in the amount of \$246,385.00 for improvements in Grouse Pointe, Phase 2.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of a Subdivision Bond No. 5018377 from Bond Safeguard Insurance Company in the amount of \$246,385.00 for improvements in Grouse Pointe, Phase 2. Motion passed 2-0, Commissioner Clay absent.

Date: September 21, 2005
SUBDIVISION: Grouse Pointe, Phase 2
BONDING COMPANY: Bond Safeguard Insurance Company
PETITIONER: Grouse Pointe Development, LLC

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

TOTAL: \$246,385.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 21st day of September, 2005.

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

Order#34 – Agenda #31 (Cont'd)

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

JUDITH L. COMPANIK, AUDITOR

Order#35 – Agenda #32

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Bank One Check #643893907 in the amount of \$2,460.00 for improvements in Hideaway Acres Subdivision.

DuPey made a motion, seconded by Scheub, to approve the L.C. Plan Commission's Performance Bond in the form of an Official Bank One Check #643893907 in the amount of \$2,460.00 for improvements in Hideaway Acres Subdivision. Motion passed 2-0, Commissioner Clay absent.

Date: August 18, 2005
SUBDIVISION: HIDEAWAY ACRES
BONDING COMPANY: Official Bank Check#64389307 (Bank One)
PETITIONER: Brian & Dana Kaluf, 210 State Street – P.O. Box 30, Wheeler, IN 46393

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

TOTAL: \$2,460.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 21st day of September, 2005.

ENTERED IN BOND BOOK NO. _____ AND PAGE NO. _____

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

JUDITH L. COMPANIK, AUDITOR

Order#36 – Agenda #33 A-C

In the Matter of Specifications: L.C. Building Manager – Janitorial Cleaning Supplies, Lighting Supplies, and Paper Products Year 2006.

DuPey made a motion, seconded by Scheub, to approve the L.C. Building Manager's Specifications for Janitorial Cleaning Supplies, Lighting Supplies, and Paper Products Year 2006, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#37 – Agenda #36A

In the Matter of Asbestos Abatement: Proposal from Specialty Systems of Illinois, Inc. for Jail Building Basement Mold Abatement in an amount not to exceed \$22,550.00.

DuPey made a motion, seconded by Scheub, to approve the Asbestos Abatement's Proposal from Specialty Systems of Illinois, Inc. for Jail Building Basement Mold Abatement in an amount not to exceed \$22,550.00. Motion passed 2-0, Commissioner Clay absent.

Order#38 – Agenda #38A

In the Matter of E-9-1-1: Hammond Police Department in the amount of \$1,819.00.

DuPey made a motion, seconded by Scheub, to approve the E-9-1-1: Hammond Police Department in the amount of \$1,819.00. Motion passed 2-0, Commissioner Clay absent.

Order#39 – Agenda #39

In the Matter of Bids for the Development of the Board of Commissioners Cost Allocation Plans to obtain cost reimbursements from the Federal Government and the State of Indiana for the L.C. Board of Commissioners.

This being the day, time and place for the receiving of bids for the Development of the Board of Commissioners Cost Allocation Plans to obtain cost reimbursements from the Federal Government and the State of Indiana for the L.C. Board of Commissioners, the following bids were received:

MALINOWSKI CONSULTING \$18,000/one year \$51,300/3years

DuPey made a motion, seconded by Scheub, to approve Malinowski Consulting with \$18,000/one year for the Development of the Board of Commissioners Cost Allocation Plans to obtain cost reimbursements from the Federal Government and the State of Indiana. Motion passed 2-0, Commissioner Clay absent.

Order#40 – Agenda #41

In the Matter of Northwest Indiana Community Action Corporation 2006 Transportation Funding Request in the amount of \$50,000.00.

DuPey made a motion, seconded by Scheub, to approve to send to the Lake County Council the Northwest Indiana Community Action Corporation 2006 Transportation Funding Request in the amount of \$50,000.00. Motion passed 2-1, Commissioner Clay absent.

Order#41 – Agenda #42

In the Matter of Bingham McHale Proposal to serve as bond counsel for the Lake County Highway Department Lowell Maintenance Garage Project in an amount not to exceed \$20,000.00.

DuPey made a motion, seconded by Scheub, to approve the Bingham McHale Proposal to serve as bond counsel for the Lake County Highway Department Lowell Maintenance Garage Project in an amount not to exceed \$20,000.00. Motion passed 2-0, Commissioner Clay absent.

Order#42 – Agenda #43

In the Matter of Offer from Haywood Printing Company, Inc. to extend their bid for Printing Class 1,2,4,5, & 8 through the year 2006 at the current bid prices.

DuPey made a motion, seconded by Scheub, to deny the Offer from Haywood Printing Company, Inc. to extend their bid for Printing Class 1,2,4,5, & 8 through the year 2006 at the current bid prices and to go out for bids. Motion passed 2-0, Commissioner Clay absent.

Order#43 – Agenda #44

In the Matter of Offer from McShane's Inc. to extend their bid for Class 2 Canon and Class 7 Minolta Photocopier Maintenance through the year 2006 at the current bid prices.

DuPey made a motion, seconded by Scheub, to deny the Offer from McShane's Inc. to extend their bid for Class 2 Canon and Class 7 Minolta Photocopier Maintenance through the year 2006 at the current bid prices and to go out for bids. Motion passed 2-0, Commissioner Clay absent.

Order#44 – Agenda #45

In the Matter of Advanced Imaging Solutions, Inc. to extend their bid for Class 6 Lanier Photocopier Maintenance through the year 2006 at the current bid prices.

DuPey made a motion, seconded by Scheub, to deny the Advanced Imaging Solutions, Inc. to extend their bid for Class 6 Lanier Photocopier Maintenance through the year 2006 at the current bid prices and to go out for bids. Motion passed 2-0, Commissioner Clay absent.

Order#45 – Agenda #46

In the Matter of Specifications: Various County Offices and Departments - Photocopier Maintenance for the year 2006.

DuPey made a motion, seconded by Scheub, to approve the Various County Offices and Departments Specifications for Photocopier Maintenance for the year 2006, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#46 – Agenda #47

In the Matter of Specifications: Various County Offices and Departments - Typewriter Maintenance for the year 2006.

DuPey made a motion, seconded by Scheub, to approve the Various County Offices and Departments Specifications for Typewriter Maintenance for the year 2006, and ordered same to be advertised for receiving of bids on Tuesday, November 15, 2005 at 9:30 a.m. Motion passed 2-0, Commissioner Clay absent.

Order#47 – Agenda #48

In the Matter of Notice of Bidders Conference to be held on October 5, 2005 at 11:30 A.M. in the Commissioners Courtroom.

DuPey made a motion, seconded by Scheub, to accept and make a matter of public record the Notice of Bidders Conference to be held on October 5, 2005 at 11:30 A.M. in the Commissioners Courtroom. Motion passed 2-0, Commissioner Clay absent.

Order#48 – Agenda #49

In the Matter of L.C. Board of Commissioner, County of Lake - Amendment to the Consulting Contract entered into with George Patrick on April 20, 2005 for the year 2006.

DuPey made a motion, seconded by Clay, to approve the Amendment to the Consulting Contract entered into between the L.C. Board of Commissioner, County of Lake and George Patrick on April 20, 2005 for the year 2006.

Order#48 – Agenda #49 (Cont'd)

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 21st day of September, 2005 Effective from January 1, 2005 to December 31, 2005 by and between GEORGE PATRICK, a limited liability company, having a place of business at 3815 River Crossing Parkway, Suite 300, Indianapolis, IN 46240, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "COUNTY").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

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

ALL PERSONNEL QUESTIONS, INSURANCE OVERSIGHT AND INSURANCE OVERSIGHT COMMITTEE, PERSONNEL MANUAL, UNEMPLOYMENT CASES. DOES NOT INCLUDE WORKMENS COMPENSATION CASES.

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - V. Indicate date of service.
 - VI. Specify activities in detail to include with whom Consultant met and what work was done.
 - VII. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - VIII. Quantity this by tenths of hours (.10 = 6 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twenty-two Thousand Five Hundred Forty Dollars (22,540.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
 5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
 6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
 7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
 9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
 10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
 12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
 13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

Order#48 – Agenda #49 (Cont'd)

- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules or professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of lake, or any of it's elected or appointed officials or employees.
- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

GEORGE PATRICK
HOMETOWN CENTER
706 MERRILLVILLE ROAD
CROWN POINT, IN 46307
(219) 662-7959 PHONE
(219) 226-9061 FAX

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

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

CONSULTANT:
GEORGE PATRICK
ATTEST:

RUDOLPH CLAY

JUDITH COMPANIK
LAKE COUNTY AUDITOR

Order#49 – Agenda #50

In the Matter of Purchase Order No. 2412298 for Joseph L. Curosh in the amount of \$3,084.00 at the rate of \$120.00 per hour for Attorney Services.

DuPey made a motion, seconded by Clay, to approve the Purchase Order No. 2412298 for Joseph L. Curosh in the amount of \$3,084.00 at the rate of \$120.00 per hour for Attorney Services. Motion passed 3-0.

Order#50 – Agenda #51

In the Matter of Accurate Sales & Consultants Daily Report for the period of August 23, 2005 to September 14, 2005.

DuPey made a motion, seconded by Clay, to accept and make a matter of public record the Accurate Sales & Consultants Daily Report for the period of August 23, 2005 to September 14, 2005. Motion passed 3-0.

Order#51 – Agenda #52

In the Matter of Accurate Sales & Consultants Invoice #485 in the amount of \$975.00.

DuPey made a motion, seconded by Scheub, to approve the Accurate Sales & Consultants Invoice #485 in the amount of \$975.00. Motion passed 3-0.

Order#52 – Agenda #53B

In the Matter of Commissioner's Concern over Key Nos. 26-37-0111-0013 and 26-37-0111-0015.

DuPey made a motion, seconded by Clay, to approve to return the Property with Key No. 26-37-0111-0013 back to the Board of Commissioners. Motion passed 3-0.

DuPey made a motion, seconded by Clay, to table the Key No. 26-37-0111-0015. Motion passed 3-0.

Order#53 – Agenda #53C

In the Matter of Hammond Development Corporation Lease Agreement for 219 Russell Street, Hammond.

DuPey made a motion, seconded by Clay, to table the Hammond Development Corporation Lease Agreement for 219 Russell Street, Hammond. Motion passed 3-0.

Order#54 – Agenda #54A-C

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Joint Meeting, Friday, July 22, 2005, Regular Meeting, Wednesday, August 17, 2005, and Joint Meeting, Thursday, August 25, 2005.

DuPey made a motion, seconded by Clay, to approve the L.C. Board of Commissioner's Minutes of Joint Meeting, Friday, July 22, 2005, Regular Meeting, Wednesday, August 17, 2005, and Joint Meeting, Thursday, August 25, 2005. Motion passed 3-0.

Order#55 – Agenda #55

In the Matter of Poor Relief Decisions.

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

- | | |
|--------------------|--|
| Regina Ivy | -Approved. |
| Carmen Beecher | -Approved. |
| Monique Moore | -Approved. |
| Deanna Simms | -Approved. |
| Barbara Grant | -Approved. |
| Shirley Johnson | -Approved. |
| December Wesley | -Approved. |
| Catherine Love | -Approved. |
| Jean Guzman | -Denied. |
| Jessica Beaudion | -Approved. |
| Dennis Robinson | -Denied. |
| Emmett Green | -Denied. |
| Ervin Kelley | -Approved. Approved on condition. |
| Santornina Johnson | -Approved. |
| Miguel Bradley | -Approved on condition. |
| S. Shaffer | -Denied for appellant's failure to appear. |
| S. Love | -Denied for appellant's failure to appear. |
| Latonya MacHenry | |
| James Herrin | -Approved on condition. |

Pauline McKee	-Approved. Approved on condition.
Thomas Hightower	-Approved on condition.
Tanisha Thomas	-Approved.
Janice Anderson	-Approved on condition.
Theodor Hunter	-Approved.
Annette Williams	-Denied.
Mary Moore	-Approved on condition.
Nicole Wilder	-Approved.

Order#55 – Agenda #55 (Cont'd)

Graylin Brown	-Approved.
Dennis Best	-Approved on condition. Denied.
C. Williams	-Denied for appellant's failure to appear.
Doretha Dumars	-Approved. Approved on condition.
Tracey Blahey	-Denied for appellant's failure to appear.
Latoya Petterson	-Approved.
Shareese Ward	-Approved.
Ronell Hobbs	-Approved on condition.
Maxine Barnes	-Approved.
Dawn Parks	-Approved on condition.
Hazel Johnson	-Approved.
Tanya White	-Approved.
Larry Perry	-Approved.
Tina Goodlow	-Approved.
Carmen Juarez	-Approved.
Clinesha Springfield	-Approved on condition.
Linda Santana	-Approved.
Calvin Jiles	-Approved.
Darnie Hibbler	-Approved.
J. Herron	-Denied for appellant's failure to appear.
C. Pointer	- Denied for appellant's failure to appear.
Darrell Starkes	-Approved.
Lorraine Lewis	-Approved on condition.
Sharon Lowe	-Approved.
Rene Lucas	-Denied.
Sedrich Foster	-Approved on condition.
Sharon Raymond	-Approved.
Roger Abbott	-Approved.
Donnakita Cox	-Approved.
Anvester Griffin	-Approved on condition.
Clovester Michaels	-Approved.
Robert Pierce	-Approved.
Althia Hines	-Approved.
Michelle Sanders	-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.
Penny Jackson	-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.
D. Hollins	-Denied for appellant's failure to appear.
M. Ford	-Denied for appellant's failure to appear.
P. Hedgewood	
L. Adkins	-Denied for appellant's failure to appear.
R. Barefield	-Denied for appellant's failure to appear.
M. James	-Denied for appellant's failure to appear.
Joanne Dotson	-Approved.
Edwin Redmon	-Approved.
Maria Gomez	-Approved on condition.
Margarett Lievers	-Approved. Denied.
Monica McQueen	-Approved.
Betty Taylor	-Approved.
Tanisha Windor	-Approved.
Reginald Flemming	-Approved on condition.
Clara Brooks	-Approved.
Mary Ridgell	-Approved.
Q. Fenrick	-Approved.
Fern Waternov	-Denied.
Randall Aaron	-Approved on condition.
Angela Finch	-Approved on condition.
Damian Readius	-Approved on condition.
C. Golden	-Approved.
T. White	-Denied for appellant's failure to appear.
M. Barnes	-Denied for appellant's failure to appear.
Yvette Allen	-Approved on condition.
Sharon Haskins	-Approved. Approved on condition.
Tamika Butler	-Approved on condition.
Kimberly Reed	-Denied.
Anthony Holden	-Approved on condition.
Andrew Alexander	-Denied.
Evelyn Kelly	-Denied.
Bernadet Mahone	-Approved.
Sharon Whittenberg	-Approved.
Toni Jakes	-Approved.
Sara Miller	-Approved on condition.

Carmen Collins	-Denied.
T. Childs	-Denied for appellant's failure to appear.
K. Blodgett	-Denied for appellant's failure to appear.
N. Morris	-Denied for appellant's failure to appear.
Q. Campbell	-Denied for appellant's failure to appear.
M. Sanders	-Denied for appellant's failure to appear.
Jose Gomez	-Approved on condition.
Tom Head	-Denied.
Amelia Villarrella	-Approved.

Order#55 – Agenda #55 (Cont'd)

Lydia Calzada	-Approved.
C. Rice	-Denied for appellant's failure to appear.
Robert Adams	-Approved.
Monica Mitchell	-Approved on condition.
Latoya Anderson	-Approved.
Brian Washington	-Approved.
Sharlet Saxton	-Approved.
Michelle Soup	-Approved. Denied.
David Jerome	-Approved.
Penny Cooper	-Denied.
Terlisa Jones	-Approved on condition.
Fred Evans	-Approved on condition.
Ebony Brooks	-Approved.
Geneva Jackson	-Approved.
Dennis Robinson	-Approved on condition.
S. Johnson	-Denied for appellant's failure to appear.
C. Honeycut	-Denied for appellant's failure to appear.
A. Wright	-Denied for appellant's failure to appear.
C. Thompson	-Denied for appellant's failure to appear.
A. Crump	-Denied for appellant's failure to appear.
C. Griffin	-Denied for appellant's failure to appear.
Patricia Parker	-Denied.
Assyria Shakir	-Denied.
Latrice Williams	-Approved on condition.
Ronell Hobbs	-Denied.
Chelsie Golden	-Approved on condition.
Ronald Bell	-Approved.
Sonji Reed	-Approved.
Rickie Thomas	-Approved on condition.
Loretta Shaw	-Approved.
Betty Claudio	-Approved.
Dennis Frye	-Approved. Denied.
Carolynn Kincaid	-Approved. Approved on condition.
Dorothy Geeter	-Approved.
C. Coopwood	-Denied for appellant's failure to appear.
G. Quinones	-Denied for appellant's failure to appear.
Karen Hollingsworth	-Approved. Denied.

Order#56 – Agenda #56

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, September 21, 2005.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, September 21, 2005 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

Order#57 – Agenda #57

In the Matter of Vendor Qualifications Affidavits.

DuPey made a motion, seconded by Clay, to approve and make a matter of public record the following Vendor Qualifications Affidavits. Motion passed 3-0.

MLS OF THE GREATER NWI ASSOCIATION OF REALTORS
HADDON CONSTRUCTION
RUIZ DEVELOPMENT INC.
PHILIPS MEDICAL SYSTEMS NORTH AMERICA
SIGNAL 10 SYSTEMS INC.
SBC INTERNET SERVICES
TAC VIEW INC.
MOBILE STRUCTURES, INC.
VULCAN MATERIALS
LA QUINTA INN
MIDWEST MEDICAL COPY SERVICE, INC.
DR. ALDO FUSARO, MD
DR. MARGARET SPINELLI, MD
HANOVER VETERINARY HOSPITAL, INC.
J.F. SCHWARTZ, MD. PC
SUPERIOR MEDICAL CO.

HUCKLEBERRY NOTARY BONDING

Order#58 – Agenda #58

In the Matter of Service Agreements.

DuPey made a motion, seconded by Clay, to approve and make a matter of public record the following Service Agreements. Motion passed 3-0.

Order#58 – Agenda #58 (Cont'd)

- | | | |
|--|-----------|--|
| L.C. BUILDING MANAGER | W/ | Simplex Grinnell LP
Trugreen – Chemlawn |
| L.C. COMMUNITY CORRECTIONS | W/ | Noble Communications |
| L.C. DATA PROCESSING | W/ | Mapsys, Inc.
Lawson Software, Inc.
Cenifax Management Services, Inc.
Manatron, Inc.
Manatron, Inc.
Pitney Bowes Service Solutions, Inc.
Pitney Bowes Service Solutions, Inc. |
| SUPERIOR COURT (PRETRIAL RELEASE) | W/ | IKON Office Solutions, Inc. |
| L.C. PUBLIC WORKS | W/ | Noble Communications |
| L.C. SHERIFF’S DEPT. | W/ | Cardsmart Systems, Inc. |
| L.C. SURVEYOR | W/ | Clifford-Wald & Co.
Clifford-Wald & Co.
Allard Rental Corp.
T-Mobile USA |

Order#59 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1267A, Ordinance Authorizing Tax Levies for Lake County for 2006.

Clay made a motion to approve the L.C. Ordinance No. 1267A.
DuPey made a motion to veto the L.C. Council Ordinance No. 1267A. This motion dies for a lack of a second.
Clay made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1267A. Motion passed 3-0.

ORDINANCE NO. 1267A
ORDINANCE AUTHORIZING TAX LEVIES FOR LAKE COUNTY FOR 2006

WHEREAS, pursuant to Indiana State Law and existing guidelines, tax levies not rates are to be frozen; and,
WHEREAS, only examined valuations are available at this time, which will cause fluctuations in the tax rates.

NOW, THEREFORE, BE IT ORDAINED by the Lake County Council, State of Indiana as follows:

- SECTION I. That it is the intent of the Lake County Council to approve tax levies for the purpose of supporting 2006 Budgets as stated on the Form 4B.
- SECTION II. That as soon as the assessed valuation have been determined tax rates shall adjust to support the levies approved this day.

DATED THIS 8th day of September, 2005

	WILL A. SMITH JR., President	
RON TABACZYNSKI		LARRY BLANCHARD
THOMAS O'DONNELL		CHRISTINE CID
ELSIE FRANKLIN		DONALD POTREBIC
	Members of the Lake County Council	

Board of Commissioners
Rudolph Clay
Frances DuPey
Approved this 21st day of September, 2005

Order#60 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-79, Resolution to Assist the Victims of Hurricane Katrina.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-79. Motion passed 2-1, Commissioner DuPey against.

RESOLUTION NO. 05-79
RESOLUTION TO ASSIST THE VICTIMS OF HURRICANE KATRINA

WHEREAS, on August 29, 2005, Hurricane Katrina struck the Gulf Coast of the United States, causing an enormous amount of destruction, death and injury; and
WHEREAS, the citizens of the United States, although shocked by these events must carry on with the regular activities of our lives, not allowing the catastrophe to break the spirit of the American people; and

WHEREAS, the Lake County Council and the citizens of Lake County wish to assist the victims of Hurricane Katrina by donating \$25,000.00 to the American Red Cross to be used to immediately assist the victims and their families.
NOW, THEREFORE, LET IT BE RESOVED THAT:

That the Lake County Council, with the support of the citizens of Lake County shall appropriate the sum of Twenty-Five (\$25,000.00) Dollars from the Lake County Gaming Revenues to the American Red Cross to immediately assist the victims in their struggle to rebound from the damage done by Hurricane Katrina.

DULY RESOLVED THIS 8TH DAY OF SEPTEMBER, 2005.

WILL A. SMITH JR., President
RON TABACZYNSKI
THOMAS O'DONNELL
LARRY BLANCHARD
CHRISTINE CID
Order#60 – Agenda #59 (Cont'd)
ELSIE FRANKLIN
DONALD POTREBIC
Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Gerry Scheub
Approved this 21st day of September, 2005

Order#61 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-77, Resolution to Approve Temporary Loans to Certain Funds for Use During the 2006 Budget Year.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-77. Motion passed 3-0.

RESOLUTION NO. 05-77

RESOLUTION TO APPROVE TEMPORARY LOANS
TO CERTAIN FUNDS FOR USE DURING THE 2006 BUDGET YEAR

WHEREAS, I.C. 36-1-8-4(a) provides that the Lake County Council may by resolution approve temporary loans from one fund in the County to another fund in the County in need of money for cash flow purposes;
WHEREAS, the following funds are in need of the respective amounts to pay current and past due invoices into the 2006 Budget Year:

Riverboat/196	\$ 4,000,000.00
Cumulative Cap/651	\$ 1,500,000.00
Drainage/790	\$ 2,000,000.00
Health Dept/105	\$ 1,500,000.00
Park's Operating/107	\$ 3,500,000.00
County Bond/320	\$ 3,000,000.00
Park's Bond/310	\$ 1,600,000.00
	\$17,100,000.00

WHEREAS, there is sufficient money on deposit in the following funds from which to make loans:

Health Accrual/42541	\$11,000,000.00
Reassessment 2007/237	\$ 4,500,000.00
Cumulative Bridge/350	\$ 1,600,000.00
	\$17,100,000.00

NOW, THEREFORE, LET IT BE RESOLVED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

That the Lake County Council approves loans from the following funds up to the maximum amount to the following funds requiring a loan in the respective amounts. That the loans shall bear no interest and shall be repaid to the source fund of the loan on or before December 31, 2006 pursuant to I.C. 36-1-8-4(a)(3):

<u>2006 FUND REQUIRING LOAN</u>	<u>2006 MAX LOAN AMOUNT</u>	<u>2006 FUNDS PROVIDING LOAN</u>
Riverboat/196	\$ 4,000,000.00	42541 \$11,000,000.00
Cumulative Cap/651	\$ 1,500,000.00	237 \$ 4,500,000.00
Drainage/790	\$ 2,000,000.00	350 \$1,600,000.00
Health Dept/105	\$ 1,500,000.00	
Park's Operating/107	\$ 3,500,000.00	
County Bond/320	\$ 3,000,000.00	
Park's Bond/310	\$ 1,600,000.00	

DULY ADOPTED BY THE LAKE COUNTY COUNCIL, THIS 8TH DAY OF SEPTEMBER, 2005.

WILL A. SMITH JR., President
RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN
LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC
Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey
Approved this 21st day of September, 2005

Order#62 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-78, Resolution to Approve Transfer of \$941,808.00 from the Lake County General Fund, No. 001 and Health Fund, No. 105 to the Parks Fund, No. 107, Drains Fund, No. 790 and NIRPC Fund, No. 504.

Clay made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 05-78. Motion passed 3-0.

RESOLUTION NO. 05-78

Order#62 – Agenda #59 (Cont'd)

RESOLUTION TO APPROVE TRANSFER OF \$941,808.00 FROM THE LAKE COUNTY GENERAL FUND, NO. 001 AND HEALTH FUND, NO. 001 AND HEALTH FUND, NO. 105 TO THE PARKS FUND, NO. 107, DRAINS FUND, NO. 790 AND NIRPC FUND, NO. 504

WHEREAS, the Lake County Council by Resolution may permit the transfer to a fund from another fund with sufficient money on deposit in the County; and
WHEREAS, the Lake County General Fund, No. 001 and Health Fund, No. 105 has on hand a surplus of cash required to pay the current and anticipated expenses; and
WHEREAS, the Parks Fund, No. 107, Drains Fund, No. 790 and NIRPC Fund No. 504 requests a cash transfer of \$941,808.00 be approved from the Lake County General Fund, No. 002 and Health Fund No. 105 as follows:

FROM
General/001 \$277,506.00
Health/105 \$664,302.00

TO:
Parks/107 \$429,678.00
Drains/790 \$362,771.00
NIRPC/504 \$149,359.00

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the sum of \$941,808.00 is transferred from the Lake County General Fund, No. 001 and Health Fund No. 105 to the Parks Fund, No. 107, Drains Funds, No. 790 and NIRPC Fund, No. 504 as follows:

FROM
General/001 \$277,506.00
Health/105 \$664,302.00

TO:
Parks/107 \$429,678.00
Drains/790 \$362,771.00
NIRPC/504 \$149,359.00

SO RESOLVED THIS 8TH DAY OF SEPTEMBER, 2005.

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN
WILL A. SMITH JR., President
LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC
Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey
Approved this 21st day of September, 2005

Order#63 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-76, Resolution to Reduce Certain Funds to Balance the 2006 Budget.

Clay made a motion, seconded by DuPey, to approve the L.C. Council Resolution No. 05-76. Motion passed 3-0.

RESOLUTION NO. 05-76

RESOLUTION TO REDUCE CERTAIN FUNDS TO BALANCE THE 2006 BUDGET

WHEREAS, pursuant to I.C. 36-2-5-11, the Lake County Council annually adopts the Budget Ordinance and Salary Ordinance for Lake County, Indiana for the following year; and
WHEREAS, in order to adopt a balanced budget for Lake County, Indiana, 2006, the Lake County Council desires the following reductions in the respective budgets:

LINE 2 REDUCTIONS:

General Fund Fund No. 001 \$2,288,082.00
Highway Fund Fund No. 102 1,505,520.00
Unsafe Building Fund Fund No. 106 44,760.00
Surveyor's Storm Water Fund Fund No. 206 10,000.00

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council in order to balance the County Budget for Lake County for 2006 makes the following Line Two reductions:

LINE 2 REDUCTIONS:

General Fund	Fund No. 001	\$2,288,082.00
Highway Fund	Fund No. 102	1,505,520.00
Unsafe Building Fund	Fund No. 106	44,760.00
Surveyor's Storm Water Fund	Fund No. 206	10,000.00

Order#63 – Agenda #59 (Cont'd)

DATED THIS 8TH DAY OF SEPTEMBER, 2005.

WILL A. SMITH JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey

Approved this 21st day of September, 2005

Order#64 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-75, Resolution Authorizing an Appeal from Tax Levy Limits Established Pursuant to I.C. 6-3.5-1, now Codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18 for the Budget Year 2006

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-75. Motion passed 3-0.

RESOLUTION NO. 05-75

RESOLUTION AUTHORIZING AN APPEAL FROM TAX LEVY LIMITS ESTABLISHED
PURSUANT TO I.C. 6-3.5-1, NOW COIFIED AS I.C. 6-1.1-18.5-1 THROUGH
I.C. 6-1.1-18.5-18 FOR THE BUDGET YEAR 2006

WHEREAS, the Lake County Council is unable to adopt a budget within the limitations of I.C. 6-3.5-1, now coified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18; and

WHEREAS, Lake County as a taxing unit, and the various department of Lake County Government, will be unable to carry out the governmental functions and responsibilities committed to it by law during the year 2006, unless it is given the authority to increase the tax levy beyond the limitations provided for in I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1, through I.C. 6-1.1-18.5-18.

NOW, THEREFORE, BE IT RESOLVED by the Lake County Council of the State of Indiana that it is desired and deemed necessary to proceed with the proposed appeal from the tax levy limitation, I.C. 6-3.5-1, now codified as I.C. 6-1.1-18.5-1 through I.C. 6-1.1-18.5-18 as set forth in the petition attached hereto.

DATED THIS 8TH day of September, 2005

WILL A. SMITH JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey

Approved this 21st day of September, 2005

Order#65 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-74, Resolution for the Distribution of Funds for Mental Health for Lake County for 2006.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-74. Motion passed 3-0.

RESOLUTION NO. 05-74

RESOLUTION FOR THE DISTRIBUTION OF FUNDS FOR
MENTAL HEALTH FOR LAKE COUNTY FOR 2006

WHEREAS, the Gary Comprehensive Community Mental Health Center, Inc., the Southlake Center for Mental Health, Inc. and Tri-City Comprehensive Community Mental Health Center, Inc. hereinafter to as "Centers" are designated as community mental health centers by the Department of Mental Health, the State of Indiana; and

WHEREAS, the Centers have received capital and operating funds from the governments of the United States of America, State of Indiana, and the County of Lake, which are used to accomplish the purposes for which the centers were created; and,

WHEREAS, I.C. 12-29-2-1, et. seq., provide for the funding of the operating of the centers; and

WHEREAS, Lake County desires to continue to provide operating and capital funds to the centers per I.C. 12-29-2-2(a)(2).

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That pursuant to I.C. 12-29-2-2(b)(2), for the year 2006 and each year thereafter, an amount of funding for the operation of community health centers shall be calculated as follows:

(A) The amount that was levied in the County to comply with this section from property taxes first due and payable in the calendar year immediately preceding the ensuing calendar year (2005); multiplied by

(B) The County's assessed value growth quotient for the ensuing calendar year, as determined under I.C. 6-1.1-18.5-2.

To be appropriated to the County's centers respective service areas, and that the levy shall be apportioned among the centers, according to the population served by each respective center to the total population of the County as follows:

Tri-City 34.19% Gary 22.80% Southlake 43.01%

Order#65 – Agenda #59 (Cont'd)

DATED THIS 8TH day of September, 2005

WILL A. SMITH JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

Board of Commissioners

Rudolph Clay

Frances DuPey

Approved this 21st day of September, 2005

Order#66 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 05-73, Resolution to Rescind the Automatic Replacement Levy for Highway U.S. 30 Hobart-Ross Tif District in Lake County Indiana.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 05-73. Motion passed 3-0.

RESOLUTION NO. 05-73

RESOLUTION TO RESCIND THE AUTOMATIC REPLACEMENT LEVY FOR HIGHWAY U.S. 30 HOBART-ROSS TIF DISTRICT IN LAKE COUNTY INDIANA

WHEREAS, I.C. 6-1.1-21.2 provides for an automatic tax levy on a Redevelopment District to generate sufficient tax increment

to replace the amount lost due to changes in the property tax replacement credit for the school general fund; and
WHEREAS, in order to receive the levy, the Redevelopment Commission must estimate the tax increment replacement amount for each allocation area under its jurisdiction for the next calendar year.

WHEREAS, the Lake county Council desires to eliminate the Tax Increment Financing Replacement Levy for taxes payable in 2005 for Highway U.S. 30 Hobart-Ross TIF District in Lake County, Indiana; and

WHEREAS, the Lake county Redevelopment Commission has voted not to use the levy since there is excess collection now due to rapid growth within the TIF District; and

WHEREAS, without a Resolution by the Lake County Council to eliminate the Tax Increment Financing Replacement Levy for taxes payable in 2005, the Department of Local Government Finance will automatically impose the Tax Increment Financing Replacement Levy, for taxes payable in 2005.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS;

That the Lake County Council now rescinds the automatic Replacement Levy for the Tax Increment Financing Replacement Levy for taxes payable in 2005 for the Highway U.S. 30 Hobart-Ross TIF District of Lake County Indiana.

SO RESOLVED THIS 8TH day of September, 2005

WILL A. SMITH JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

Board of Commissioners

Rudolph Clay

Frances DuPey

Order#67 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1267G, Per Diem Expense Ordinance for 2005.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1267G. Motion passed 3-0.

PER DIEM EXPENSE ORDINANCE FOR 2006

WHEREAS, the Lake County Council desires to establish a per diem expense schedule for County officials, department heads, and Lake County Agencies and their employees who travel on County business.

NOW, THEREFORE, let it be ordained by the Lake County Council that the schedule for per diem expenses for County officials, department heads and Lake County Agencies and their employees who travel on County business shall be as follows:

- 1. Breakfast \$10.00
- 2. Lunch \$15.00
- 3. Dinner \$25.00

SO ORDAINED THIS 8TH day of September, 2005

WILL A. SMITH JR., President
 LARRY BLANCHARD
 CHRISTINE CID
 DONALD POTREBIC
 Members of the Lake County Council

RON TABACZYNSKI
 THOMAS O'DONNELL
 ELSIE FRANKLIN
 Members of the Lake County Council

Board of Commissioners
Rudolph Clay

Order#67 – Agenda #59 (Cont'd)

Frances DuPey

Order#68 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1267F, Lake County Sheriff Uniform Clothing Allowance Ordinance for 2006.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1267F. Motion passed 3-0.

LAKE COUNTY SHERIFF UNIFORM
CLOTHING ALLOWANCE ORDINANCE FOR 2006

WHEREAS, the Lake County Council desires that all full-time Deputy Sheriffs, correctional officers, work release custody officers and court security officers be given a yearly allowance to purchase uniforms to wear while on duty.

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

- SECTION I. Full-time deputy sheriffs shall receive an annual uniform clothing allowance of \$1300.00, the Lake County Sheriff shall not receive a clothing allowance;
- SECTION II. Full-time correctional officers shall receive an annual uniform clothing allowance of \$700.00;
- SECTION III. Full-Time work release custody officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION IV. Full-time court security officers shall receive an annual uniform clothing allowance of \$550.00;
- SECTION V. That such clothing allowance shall be paid on or before the 1st day of December, of each calendar year, beginning on or before the 1st day of December, 2005, for the calendar year of 2006.
- SECTION VI. This Ordinance shall be in full force an defect from and after the date of its passage according to law.

DULY ADOPTED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE, State of Indiana, this 8TH DAY OF SEPTEMBER, 2005.

WILL A. SMITH JR., President
 LARRY BLANCHARD
 CHRISTINE CID
 DONALD POTREBIC
 Members of the Lake County Council

RON TABACZYNSKI
 THOMAS O'DONNELL
 ELSIE FRANKLIN
 Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey
Approved this 21st day of September, 2005

Order#69 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1267E, Lake County Mileage Rate Ordinance for 2006.

Clay made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1267E. Motion passed 3-0.

ORDINANCE NO. 1267E
LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2006

NOW, THEREFORE, be it ordained that the Lake County Council does hereby establish the rate of forty and one-half (.40 ½) cents per mile for county employees duly entitled to same.

DATED THIS 8TH day of September, 2005

WILL A. SMITH JR., President
 LARRY BLANCHARD
 CHRISTINE CID
 DONALD POTREBIC
 Members of the Lake County Council

RON TABACZYNSKI
 THOMAS O'DONNELL
 ELSIE FRANKLIN
 Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey

Order#70 – Agenda #59

In the Matter of L.C. Council Ordinances and Resolutions – Ordinance No. 1267D, Lake County Longevity Ordinance for 2006

Clay made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1267D. Motion passed 3-0.

ORDINANCE NO. 1267D
LAKE COUNTY LONGEVITY ORDINANCE FOR 2006

WHEREAS, the Lake County Council has determined that it is in the best interest of the employees of Lake County that a scheduled longevity pay be established.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the schedule of longevity pay listed below be adopted for all elected officials, all full-time county employees and all part-time county employees working at least 20 hours per week.

Order#70 – Agenda #59 (Cont'd)

The total amount of longevity pay shall be paid in the fourth quarter of the year and shall be calculated as follows:

1. For full-time employment add the aggregate number of years completed as of December 31, 2005.
2. For part-time employment add the consecutive years completed as of December 31, 2005. Prior years shall not count unless they are consecutive as of December 31, 2005.
3. For former part-time employees who are hired full-time employees, the years completed as prior part-time employees shall not count towards calculating longevity pay. This includes part-time employment which is consecutive with full-time employment.

<u>Years Completed</u>	<u>Amount</u>
5 Years	\$220.00
10 Years	320.00
15 Years	440.00
20 Years	620.00
25 Years	920.00
30 Years and over	1220.00
(Lake County Code Sec. 32.027 LONGEVITY)	

DULY ADOPTED THIS 8TH DAY OF SEPTEMBER, 2005.

WILL A. SMITH JR., President

RON TABACZYNSKI
THOMAS O'DONNELL
ELSIE FRANKLIN

LARRY BLANCHARD
CHRISTINE CID
DONALD POTREBIC

Members of the Lake County Council

Board of Commissioners
Rudolph Clay
Frances DuPey

Approved this 21st day of September, 2005

Order#71 – Agenda #60A

In the Matter of Appointments – Judicial Nominating Commission, District 2.

Clay made a motion, seconded by DuPey, to re-appoint Gayle Van Sessen to the Judicial Nominating Commission, District 2. Motion passed 3-0.

Order#72 – Agenda #60C

In the Matter of Appointments – Hammond Library Board.

DuPey made a motion, seconded by Clay, to appoint Maximiliano Iglesias to the Hammond Library Board. Motion passed 3-0.

Order#73 – Agenda #60D

In the Matter of Appointments – Regional Bus Authority formerly known as Regional Transportation Authority.

Clay made a motion, seconded by Scheub, to re-appoint Tom Yancy to the Regional Bus Authority formerly known as Regional Transportation Authority. Motion passed 3-0.

Order#74 – Agenda #60E

In the Matter of Appointments – Gary Airport Authority.

Clay made a motion, seconded by DuPey, to appoint Harold Foster to the Gary Airport Authority. Motion passed 3-0.

Order#75 – Agenda #60B.

In the Matter of Appointments – Lake County Library Board.

No Action Taken on the above matter.

Order#76 – Agenda #61

In the Matter of Treasurer's Report for the month of April, 2005.

Comes now, Peggy Holinga-Katona, Lake County Treasurer, and files with the Board her report of fees taken in and collected in her office for the Month of April, 2005. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Clay made a motion, seconded by Scheub, to accept the above Treasurer's Reports of April, 2005 as submitted. Motion passed 3-0.

Order#77 – Agenda #62

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

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Periods 07/16/05 – 08/15/05. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Clay made a motion, seconded by Scheub, to accept the above Weights and Measures Reports of 03/16/05 – 04/15/05 as submitted. Motion passed 3-0.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, October 12, 2005 at 10:00 A.M.

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

GERRY SCHEUB , PRESIDENT

FRANCES DUPEY

RUDOLPH CLAY

ATTEST:

JUDITH COMPANIK, LAKE COUNTY AUDITOR