

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 10<sup>th</sup> day of March, 2006 at about 3:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 10<sup>th</sup> day of March, 2006 at about 3:45 p.m.

Order#1 – Agenda #5A

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

Scheub made a recommendation that they extend the Bids for Paving and Chip and Seal for two weeks for a vendor who had a sickness in his family. Joe Irak said due to the fact that those were advertised to be open today legally they do that.

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

Order#2 – Agenda #5C

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

DuPey made a motion, seconded by Scheub, to approve the Deletions – Item# 6 – Resolution Honoring Merrillville Pirate Heavyweight, Dexter Larimore. Motion passed 3-0.

Order#3 – Agenda #5D

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

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

Order#5 – Agenda #7

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

DuPey made a motion, seconded by Scheub, to reject the two proposals and approve the Highway Department to go back out and seek proposals from the following vendors. Motion passed 3-0.

Able Disposal/Meyer Waste Systems

Allied Waste Services

Waste Management

Order#6 – Agenda #8

In the Matter of L.C. Highway – Addendum #1 to the Specification for the Replacement of Lake County Bridge No. 52 carrying 171<sup>st</sup> Avenue over Cedar Creek, Cedar Creek Township to be ratified.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's Addendum #1 to the Specification for the Replacement of Lake County Bridge No. 52 carrying 171<sup>st</sup> Avenue over Cedar Creek, Cedar Creek Township to be ratified. Motion passed 3-0.

Order#7 – Agenda #9

In the Matter of L.C. Highway – Addendum #2 to the Specification for the Replacement of Lake County Bridge No. 52 carrying 171<sup>st</sup> Avenue over Cedar Creek, Cedar Creek Township to be ratified.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's Addendum #2 to the Specification for the Replacement of Lake County Bridge No. 52 carrying 171<sup>st</sup> Avenue over Cedar Creek, Cedar Creek Township to be ratified. Motion passed 3-0.

Order#8 – Agenda #11

In the Matter of L.C. Highway – Intersection Improvement of 109<sup>th</sup> and Randolph Street Right of Acquisition, Second Revision.

Scheub made a motion, seconded by DuPey, to approve the L.C. Highway's Intersection Improvement of 109<sup>th</sup> and Randolph Street Right of Acquisition, Second Revision. Motion passed 3-0.

## Order#9 – Agenda #12

In the Matter of L.C. Highway – Certificates of Liability Insurance for Kankakee Valley REMC, Northwestern Indiana Telephone Company, Midwest Underground Technology, Inc., Bertocchi Plumbing, The Daltons, Inc., Sikma Plumbing Co., Inc., Smith's Specialized Heavy.

DuPey made a motion, seconded by Scheub, to approve the L.C. Highway's Certificates of Liability Insurance for Kankakee Valley REMC, Northwestern Indiana Telephone Company, Midwest Underground Technology, Inc., Bertocchi Plumbing, The Daltons, Inc., Sikma Plumbing Co., Inc., and Smith's Specialized Heavy. Motion passed 3-0.

## Order#10 – Agenda #13

In the Matter of L.C. Highway – SBC Midwest Permit for buried telephone facilities located at 15103 W. 93<sup>rd</sup> Avenue, St. John Township, NE Section 36, T35N R10W. Project #5783499.

DuPey made a motion, seconded by Scheub, to approve L.C. Highway's SBC Midwest Permit for buried telephone facilities located at 15103 W. 93<sup>rd</sup> Avenue, St. John Township, NE Section 36, T35N R10W. Project #5783499. 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 #5783499**

**located at 15103 W 93<sup>RD</sup> AVE., ST JOHN TOWNSHIP, NE SECTION 36, T35N R10W**

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.

*Daniel J. [Signature]*  
 Applicant of Authorized Representative  
 Date of Signature 3/15/06

BOARD OF COMMISSIONERS OF  
 LAKE COUNTY, INDIANA

\_\_\_\_\_  
 Member

Recommended for Approval by:  
*[Signature]*  
 Lake County Highway Department  
*[Signature]*  
 Lake County Highway Department 2-13-2006

*Francis DuPuy*  
 Member

*[Signature]*  
 Member

ATTEST: *[Signature]*  
 Lake County Auditor

## Order#11 – Agenda #17

In the Matter of L.C. Sheriff – Gasoline Bid award of December 14, 2005 rescinded and Adoption of a Test Program for the year 2006.

DuPey made a motion, seconded by Scheub, to rescind the L.C. Sheriff's Gasoline Bid award of December 14, 2005 and approve the Adoption of a Test Program for the year 2006. Motion passed 3-0.

## Order#12 – Agenda #18

In the Matter of L.C. Sheriff – Request for permission to purchase Twelve (12) 2005/2006 used Ford Taurus Vehicles with mileage not to exceed \$30,000 and a purchase price not to exceed \$12,000.00 per vehicle.

DuPey made a motion, seconded by Scheub, to approve the L.C. Sheriff's Request for permission to purchase Twelve (12) 2005/2006 used Ford Taurus Vehicles with mileage not to exceed \$30,000 and a purchase price not to exceed \$12,000.00 per vehicle. Motion passed 3-0.

## Order#13 – Agenda #19

In the Matter of L.C. Sheriff – Exhibit A Payment Request Form Number 5 in the amount of \$114,938.60 against the Three Year Master Lease/Purchase Agreement with National City Commercial Capital Corporation approved by Commissioners on September 21, 2005.

Scheub made a motion, seconded by DuPey, to approve the L.C. Sheriff's Exhibit A Payment Request Form Number 5 in the amount of \$114,938.60 against the Three Year Master Lease/Purchase Agreement with National City Commercial Capital Corporation approved by Commissioners on September 21, 2005. Motion passed 3-0.

## FORM OF

CERTIFICATE OF ACCEPTANCE NO. 5  
(to be submitted with each requisition request for payment to the vendor)

or

FINAL CERTIFICATE OF ACCEPTANCE  
(to be submitted with the final requisition request upon acceptance of the  
Equipment)

The undersigned, as Lessee under the Lease Schedule No. 62866000  
dated as of September 15, 2005 (the "Lease") with National City Commercial Capital  
Corporation (the "Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance, in the types and amounts required by the Lease/Purchase. The vendor or contractor has provided appropriate payment and performance bonds covering the installation of the Equipment.
6. No event of default, as such term is defined in the Lease/Purchase, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease/Purchase during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

- (a) Equipment List
- (b) Original Invoice(s)
- (c) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
- (d) Requisition Request (Exhibit A to the Escrow Agreement)

If Lessee paid an invoice prior to the commencement date of the Lease/Purchase and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Lake County

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

Date: \_\_\_\_\_

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

\_\_\_\_\_  
*Francis DuPuy*  
 \_\_\_\_\_  
*Greg Schenk*  
 APPROVED THIS 16 DAY OF March, 2006

EQUIPMENT LIST

Attached to and made a part of  
 Certificate of Acceptance No. 5 (or Final Acceptance Certificate),  
 executed and delivered pursuant to that certain  
 Lease Schedule No. 62866000 dated as of September 15, 2005  
 By and between  
 National City Commercial Capital Corporation, as lessor  
 and  
Lake County, as lessee

- 2005 Crown Victoria VIN# 2FAFP71WX6X114735
- 2005 Crown Victoria VIN# 2FAFP71W16X114736
- 2005 Crown Victoria VIN# 2FAFP71W36X114737
- 2005 Crown Victoria VIN# 2FAFP71W56X114738

TOTAL PURCHASE PRICE \$ 114,938.60

**Exhibit A  
Payment Request Form Number 5**

U. S. Bank National Association, Escrow Agent under an Escrow Agreement dated as of September 15, 2005, by and between Escrow Agent and Lake County (the "**Lessee**") is hereby requested to pay, from the Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporations designated below, or on the attached page(s), as payee, the amount set forth opposite each such person's, firm's or corporation's name, in payment of the costs of the Equipment described below or on the attached page(s) designated opposite such payee's name and account.

<u>Payee</u>	<u>Amount</u>	<u>Invoice Number</u>
Bloomington Ford	\$28,734.65	7553400
Bloomington Ford	\$28,734.65	7553400
Bloomington Ford	\$28,734.65	7553400
Bloomington Ford	\$28,734.65	7553400

Total: \$ 114,938.60

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described above or on the attached pages:

1. An Equipment order form;
2. An original manufacturer's or dealer's invoice, and
3. MSO reflecting National City Commercial Capital Corporation as lien holder
4. Lessee's certificate of acceptance relating to the Equipment in the form prescribed by the Lease.

Dated: \_\_\_\_\_, 2005

Wiring Instructions:

Bank Name: Bank One

Bank Address 100 S. College Ave

City, State, Zip Bloomington, IN 47401

Routing Number 074000010

Account Number 181252771

**Lake County**  
Lessee

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

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

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

\_\_\_\_\_  
*Francis DuPuy*  
 \_\_\_\_\_  
*Gregory Schuch*  
 APPROVED THIS 16 DAY OF MARCH 2006

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2005

National City Commercial Capital Corporation, Lessor

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

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

## Order#14 – Agenda #20

In the Matter of L.C. Sheriff – Contract with Diana L. Kitching, Registered Dietitian for the year 2006 in an amount not to exceed \$2,880.00 at the rate of \$240.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Contract between the L.C. Sheriff and Diana L. Kitching, Registered Dietitian for the year 2006 in an amount not to exceed \$2,880.00 at the rate of \$240.00 per month. Motion passed 3-0.

## CONTRACT

This contract is entered into 15<sup>th</sup> day of March, 2006 by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the Lake County Sheriff, hereinafter referred to as the Board and Diana L. Kitching, Registered Dietitian, hereinafter referred to as Consultant;

NOW, THEREFORE, FOR AND IN consideration of the promises and covenants contained herein, the parties hereto mutually agree as follows:

1. **TERM.**

The term of this Contract is from January 1, 2006 to and including December 31, 2006.

2. **COMPENSATION**

- A. The Consultant shall be compensated for Dietitian services at the rate of Two Hundred Forty Dollars (\$240.00) per month not to exceed \$2,880.00 for the year of consultation monthly if needed, on-site at the Lake County Jail. Payment forms shall be those prescribed by the State of Indiana, State Board of Accounts, and the Board of Commissioners of the County of Lake. The Consultant will, consistent with these provisions, tender the necessary verified and itemized forms of a periodic basis.
- B. Consultant to bill Board monthly for all services under this agreement rendered in the month and to itemize the bill by the professional service charged. Payment shall be remitted by Board according to a mutually agreed to arrangement.
- C. The source of funds for this payment is the Jail Budget, 0310, Line Item 46360.
- D. The Consultant shall provide and be paid for up to eight (8) additional hours of service per month when it is necessary to set up special dietary menus for the Medical Director.

3. **SCOPE OF CONSULTANT SERVICES**

- A. The Consultant shall provide services to the County of Lake, its Elected Officials, employees, and agents in accordance with the Judgment order issue by Judge Kanne on June 28, 1982 in the case of Randy Jensen et al., vs. County of Lake et al, H74-230 which is attached hereto and is incorporated as a part of this Contract by reference.
- B. In addition the Consultant shall:
  - 1. Evaluate and review all written menus on Monthly Basis to verify adherence to the nationally recommended basic daily services.
  - 2. Sign and date all menus indicating that they provide a nutritionally adequate diet as based on the recommended dietary allowances.
  - 3. Therapeutic diets will be written for the menu cycle as a therapeutic diet is ordered in writing by the Medical Director, Lake County Jail. The Indiana Diet Manual may be the designated basis for writing therapeutic diets if approved by the Medical Director, Lake County Jail.
- C. A report of consultant activities shall be submitted after each visit to the Food Services Supervisor, Lake County Jail.

4. **SCOPE OF SHERIFF'S SERVICES**

The County of Lake through the Board and/or the Lake County Sheriff shall:

- A. Identify a person designated as Food Service Supervisor.
- B. Provide suitable space, equipment, and materials.
- C. Provide typing services if needed for menu development.
- D. Provide a general orientation for the consultant to the facility, including its staff, policies, recording system, and other operating procedure.

5. **MALPRACTICE INSURANCE**

- A. Malpractice Insurance: Board agrees to provide incidental malpractice insurance to Contractor during the period of this Contract in an annual aggregate amount of Three Hundred Thousand Dollars (\$300,000.00) on occurrence basis.
- B. The Board shall reimburse the Dietitian, Diana L. Kitching, R.D., for all attorney's fees which the Dietitian, Diana L. Kitching, R.D., may incur as the result of defending punitive damage claims filed before any court or administrative agency, by inmates, their heirs or assigns, against the Dentists in their corporate or individual capacities.

6. **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The Consultant agrees by the execution of this agreement 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.

## Order#14 – Agenda #20 (Cont'd)

7. **Miscellaneous Provisions.**

- A. The parties shall periodically review the medical, mental health, dental and operation consideration.
- B. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions by a court of competent jurisdiction this agreement shall not become void in its entirety. Rather the void or voidable portions shall be stricken and the remaining portions enforced.

8. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.9. **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.

ALL OF WHICH is understood and agreed to the date first written above.

THE BOARD OF COMMISSIONER  
OF THE COUNTY OF LAKE  
RUDOLPH CLAY  
GERRY J. SCHEUB  
FRANCES DUPEY

CONSULTANT  
DIANA L. KITCHING, R.D.

ATTESTED:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#15 – Agenda #21

In the Matter of L.C. Sheriff – Consulting Contract with Addiction and Family Care, Inc. for the year 2006 in an amount not to exceed \$84,000.00 at the rate of \$7,000.00 per month.

Scheub made a motion to approve the Consulting Contract between the L.C. Sheriff and Addiction and Family Care, Inc. for the year 2006 in an amount not to exceed \$84,000.00 at the rate of \$7,000.00 per month. This motion dies for a lack of a second.

DuPey made a motion, seconded by Clay, to defer the Consulting Contract between the L.C. Sheriff and Addiction and Family Care, Inc. for the year 2006 in an amount not to exceed \$84,000.00 at the rate of \$7,000.00 per month. Motion passed 3-0.

## Order#16 – Agenda #10A

In the Matter of Bids for Bituminous Materials and Surface Milling (Delivered and Applied) for Highway Department.

This being the day, time and place for the receiving of bids for Bituminous Materials and Surface Milling (Delivered and Applied) for the L.C. Highway Department, the following bids were received:

Rieth-Riley	\$1,930,525.00
Walsh & Kelly, Inc.	\$2,740,500.00

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

## Order#17 – Agenda #10B

In the Matter of Bids for Bituminous Materials (Picked Up) for Highway Department.

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

Rieth-Riley	\$246,375.00
Walsh & Kelly, Inc.	\$210,250.00

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

## Order#18 – Agenda #10C

In the Matter of Bids for Bituminous Materials for Roadway Patching, Bridge Deck and Approach, Overlays, and Surface Milling (Delivered and Applied) for Highway Department.

This being the day, time and place for the receiving of bids for Bituminous Materials for Roadway Patching, Bridge Deck and Approach, Overlays, and Surface Milling (Delivered and Applied) for the L.C. Highway Department, the following bids were received:



## Order#18 – Agenda #10C (Cont'd)

Rieth-Riley	\$231,450.00
Walsh & Kelly, Inc.	\$218,500.00

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

## Order#19 – Agenda #10D

In the Matter of Bids for Seal Coat (Chip and Seal) for Highway Department.

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

Rieth-Riley	\$541,750.00
Walsh & Kelly, Inc.	\$363,850.00

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

## Order#20 - Agenda #10E

In the Matter of Bids for Replacement of Lake County Bridge No. 52 carrying 171<sup>st</sup> Avenue over Cedar Creek, Cedar Creek Township for Highway Department.

Scheub made a motion, seconded by DuPey, to reject the bid from Ellas Construction for arriving late. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to reject the bid from Dyer Construction for not having Form #2, 3, 4, and 5. Motion passed 3-0.

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

Rieth-Riley Construction	\$762,125.00
JCI Bridge Group	\$818,007.10

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

## Order#21 – Agenda #22

In the Matter of L.C. Surveyor – Contract with Clifford Duggan for the period of March 15, 2006 to July 15, 2007 in an amount not to exceed \$19,200.00 at the rate of \$1,200.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Contract between the L.C. Surveyor and Clifford Duggan for the period of March 15, 2006 to July 15, 2007 in an amount not to exceed \$19,200.00 at the rate of \$1,200.00 per month. Motion passed 3-0.

CONTRACT

[FUND NO. 001-0600-43190-SURVEYOR'S GENERAL FUND]

THIS AGREEMENT, entered into this 15<sup>th</sup> day of March, 2006 Effective from March 15, 2006 to July 15, 2007 by and between CLIFFORD DUGGAN (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY SURVEYOR (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services as:
  - A. Consultant shall advise and represent the following office, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at meetings:

**LAKE COUNTY SURVEYOR'S OFFICE**

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
- C. Consultant shall exercise independent judgment to act in the best interest of the party represented.
- D. Consultant reports directly to the Lake County Surveyor.
- E. Consultant's duties shall include, but not be limited to the following:
  - a. Provide technical advice and assistance regarding the County Drainage Code.
  - b. Provide technical advice and assistance regarding the County Subdivision Ordinance.
  - c. Provide technical advice and assistance regarding the County Stormwater Ordinance.
  - d. Provide technical advice and assistance regarding the County Surveyor statutory and regulatory responsibilities.
  - e. Provide technical advice and assistance regarding stormwater complaints.

## Order#21 – Agenda #22 (Cont'd)

- f. Provide technical advice and assistance regarding the contractual issues relating to projects involving the Lake County Drainage Board and the Lake County Surveyor's office.
  - g. Provide technical advice and assistance regarding permitting and regulatory compliance.
  - h. Provide technical advice and assistance regarding wetlands and other environmental issues.
  - i. Provide technical advice and assistance regarding legislative action impacting the Lake County Surveyor's office responsibilities.
  - j. Provide technical advice and assistance regarding inter and intra governmental bodies, communities, etc.
  - k. Provide assistance in training other persons to perform the above tasks and fulfill the duties of the Technical Advisor in the Lake County Surveyor's office.
  - l. Provide technical advice and assistance regarding the County Drainage Code.
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 Nineteen Thousand Two Hundred Dollars (\$19,200.00) for all services required herein. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
    - A. Compensation shall be at the rate of One Thousand Two Hundred Dollars per month (\$1,200.00).
    - B. Said contract is renewable on a periodic basis, with the first renewal date of July 15, 2007 and subsequent renewal dates every 6 months thereafter. Said renewal shall be agreed upon and signed by both parties.
    - C. Subject to annual funding by the fiscal body.
  5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
  6. **Termination of Agreement.** The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In addition, the Consultant may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.
  7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
  8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
  9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
  10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
 

In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.
  11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
  12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
  13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
  14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
    - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
    - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
    - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
    - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
    - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
    - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.

Order#21 – Agenda #22 (Cont'd)

15. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
- B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
- C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders them to pay in accordance with the applicable rules. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
- D. The Consultant shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
- F. The source of funds for payment under this Contract is the Lake County Surveyor's office approved budget and more specifically the line items therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The source is restricted to these funds, which have been appropriated for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners.

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

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

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

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

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
FRANCES DuPEY  
GERRY J. SCHEUB  
RUDOLPH CLAY

LAKE COUNTY SURVEYOR  
George VanTil

CONSULTANT:  
Clifford Duggan  
1129 South Delaware Street  
Hobart, IN 46342  
(219) 689-2968  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

Order#22 – Agenda #26

In the Matter of L.C. Juvenile Court – Consulting Contract with James Hmurovich for the period of March 1, 2006 to December 31, 2006 in an amount not to exceed \$5,000.00 at the rate of \$500.00 per month.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between the L.C. Juvenile Court and James Hmurovich for the period of March 1, 2006 to December 31, 2006 in an amount not to exceed \$5,000.00 at the rate of \$500.00 per month. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 15<sup>th</sup> day of March, 2006 Effective from March 1, 2006 to December 31, 2006 by and between JAMES HMUROVICH, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY JUVENILE COURT (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

- 1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in the contract.
- 2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
  - A. Provide quality assurance advice and review for the juvenile community transition program;
  - B. Provide quality assurance advice and review for the intake process and guide the expansion for the process to a greater number of youth referred to the County so as to reduce administrative costs associated with the formal delinquency proceedings while further improvement public safety.
  - C. Advise on the "system of care" concept to better serve Lake County children while reducing service costs; and,

## Order#22 – Agenda #26 (Cont'd)

- D. Recommend administrative efficiencies throughout the juvenile court, probation department and juvenile detention center to improve services and decrease costs to the taxpayers; and,
- E. Provide technical assistance to issues that arise in the operation of the probation department and the detention center.
- F. Consultant shall include the following detailed information on invoices:
  - I. Indicate date of service.
  - II. Specify activities in detail to include with whom Consultant met and what work was done.
  - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
  - IV. Quantity this by tenths of hours (.10 = 6 minutes).

**Rationale:**

For the four years, James Hmurovich as been on contract with the Lake County Superior Court, Juvenile Division. The purpose of the contracts have been to:

- A. Identify additional state and federal funding streams;
- B. Recommend ways to use Lake County services more effectively;
- C. Develop policies and procedures to improve efficiency and reduce recidivism;
- D. Implement a community transition program for youths released from the Indiana Department of Correction; and,
- E. Assist in the development of service needs assessment tools for use by the Court.

The purpose of these activities was to continue to improve services to children and their families, to promote better children well-being outcomes and more public safety and to reduce costs to Lake County taxpayers.

**Results of the Prior Contracts:**

In the past two years, the following has been attained through the technical assistance of Mr. Hmurovich:

- A. Agreement by the Department of Correction to provide a grant award for a transition program to the Court to reduce recidivism from the Boys' School and the Girls' School. The transition program has decreased Lake County general Fund costs by over \$700,000.00 between July 2003 and December 2005, reducing the recidivism rate to 10.2%. As a matter of reference, the department of Correction has a recidivism rate of 19.0%.
- B. A re-engineered intake process has been designed and develop in the past year that provides a more expansive assessment of youth referred to the probation department thereby improving public safety out comes and determining more specifically, what services should be provided to youth and their families and decreasing more serious out of home placements; and,
- C. A more effective process for mental health screening has been piloted with the Court and the three mental health centers that provides additional guidance to the Court as to appropriate services to be provided for youth and their families.

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 Five Thousand Dollars (\$5,000.00) for all services required herein at the rate of Five Hundred Dollars (\$500.00) per month. 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 written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:

## Order#22 – Agenda #26 (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.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

JAMES HMUROVICH  
P.O. BOX 34175  
INDIANAPOLIS, IN 46234-0175  
(317) 297-0709

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

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

CONSULTANT:  
JAMES HMUROVICH  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#23 – Agenda #27

In the Matter of L.C. Community Corrections – Attorney Fee Collection Agreement with Lucas, Holcomb, & Medrea in the amount of 33 1/3% of the cash and property recovered.

Scheub made a motion, seconded by Clay, to approve the Attorney Fee Collection Agreement between the L.C. Community Corrections and Lucas, Holcomb, & Medrea in the amount of 33 1/3% of the cash and property recovered. Motion passed 2-1, Commissioner DuPey against.

**ATTORNEY FEE COLLECTION AGREEMENT**

THIS AGREEMENT, entered into this 15 day of March, 202006 effective from January 1, 2006 to December 31, 2006 by and between Lucas, Holcomb & Medrea, (hereinafter called "**Attorney fee collectors**") with its principal place of business located at 300 East 90<sup>th</sup> Drive, Merrillville, Indiana 46410 and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY COMMUNITY CORRECTIONS (hereinafter called the "**County**").

**WITNESSETH THAT:**

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Attorney Fee Collectors.** The County agrees to engage the Attorney Fee collectors and the Attorney Fee collectors hereby agrees to perform the services designated in this contact.
2. **Scope of Work.** The Lake County Community Corrections Advisory Board, being the owner of certain accounts receivables and desirous retaining the professional services of Attorneys for the collection of delinquent and unpaid accounts that the Community Corrections my refer to Attorneys for collections of these accounts. To that end, Lake Community Corrections has established an agreement with the attorneys who are willing to provide collection services for the accounts that may be from time to time referred.
  - A. Attorneys agree to undertake the collection of all accounts that Community Corrections decides to refer to Attorneys for the purpose of collection. Attorneys will use the due diligence and employ such lawful means, methods and procedures as Attorneys, in their judgment, discretion and experience, believed will best affect the collection of these Indicated date of service.

**3. COVENANTS AND RESPONSIBILITIES OF ATTORNEYS**

- A. Acceptance of Accounts. Attorneys will accept any accounts referred to them by Community Correction for collection, provided that the acceptance of such accounts will no violate the rules of professional conduct or any other statute, rule, regulation or law to which attorneys may be subject. Regardless of the amount of the account, and attorneys will use commercially reasonable efforts to collect those accounts.
- B. Insurance Coverage. Attorneys agree to maintain malpractice liability insurance in an amount sufficient to satisfy federal or state requirements, if any, in order to protect attorneys and Community Corrections.
- C. Compliance with Collection Laws. Attorneys covenant to comply with the Federal Fair Debt Collection Practices Act, 15 U.S.C. §1692, et seq., and any and all state and statues and regulations relating to debt collection practices in the states in which attorneys operate or will operate on behalf of Community Corrections.
- D. Liability for Expenses. Attorneys agree that Community Corrections will not be liable for any expense incurred by Attorneys incidental to the settlement or collection of the accounts placed with the Attorneys for collection, without the consent of Community Corrections. Upon said consent, Attorney may deduct their expenses from any monies received through its collection efforts and/or retain lien rights for any unpaid bills.
- E. Legal Proceedings. Attorneys will not enter into any compromised settlements, or institute any legal proceedings on behalf of Community Corrections without their express consent.
- F. Notification of Subcontract. Attorneys agree that none of their duties or responsibilities for services to be provided under this agreement will be subcontracted to others unless they have secured the prior approval of Community Corrections; and said fees to an out of state or county attorney will be paid by attorneys herein.

4. **RESPONSIBILITIES OF COMMUNITY CORRECTIONS**

- A. Referral by Community Correction. Community Corrections agrees that it will refer to Attorneys for collection any accounts it may, in its sole discretion, deem in its best interest to refer to Attorneys. All of the accounts placed with Attorneys by the Client under the terms of this agreement will be valid and legally enforceable debts and the information regarding such accounts will be accurate and complete to the best of Community Corrections knowledge. If an account is disputed, it will be so noted to Attorneys.
- B. Right to Recall. Community Corrections may recall any account from Attorneys at any time, provided, however, Attorneys shall be entitled to the fees pursuant to Section 6 if amounts are collected by the Attorneys, or by Community Corrections pursuant to Section 3C within thirty (30) days of being recalled by Community Corrections. In the event Attorneys have instituted legal proceedings, Community Corrections agrees to reimburse Attorneys for certain legal costs pursuant to Section 6 of this agreement. Attorneys agree to cease all efforts to collect accounts that have been recalled by Community Corrections. The recalled accounts will be returned by Attorneys, along with related material and documentation, within thirty (30) days.
- C. Collection by Community Corrections. Community Corrections agrees to advise Attorneys on a timely basis of any and all payments made directly to Community Corrections relating to any account referred to Attorneys for collection. The parties mutually understand that in the event a payment is made directly to Community Corrections, Attorneys will be entitled to the fees set for the in Section 6, as though such payment had been made directly to Attorneys; provided, however, Attorneys shall not be entitled to fees on payments if made directly to Attorneys; fourteen (14) days after the account has been referred to Attorneys pursuant to Section 3A of this agreement, or beyond thirty (30) days after the account has been recalled



from Attorneys pursuant to Section 3B of this agreement. Client may, with reasonable judgment and determination, approved fees to be paid if payments made beyond the period found in this Section are deemed to have been the result of Attorney efforts.

5. **IDEMNIFICATION**

Community Corrections agrees to indemnify and hold Attorneys harmless from and against any and all claims, actions, liabilities, losses, and expenses (including costs of judgments, settlements, court costs, and attorneys fees regardless of the outcome of such claim or action) arising out of or related to the performance of Community Corrections or any agent, servant, or employee of Community Corrections under this agreement, which results from the fault or negligence of Community Corrections.

6. **COMPENSATION.**

- A. **FEE.** Community Corrections will pay in cash for the attorney's services, only if any recovery is made, 33-1/3% of the cash and property recovered.
- B. **COUNTERCLAIMS.** It is expressly agreed by the parties that the contingency fee terms of this agreement only apply to Community Corrections original claim and do not apply to defense of counterclaims filed against Community Corrections. Attorney has no responsibility for defending such counterclaims unless Community Corrections authorizes Attorney, in writing, to defend such counterclaim at a cost not to exceed \$90.00 per hour for attorney plus \$45.00 per hour for support staff time.
- C. **EXPENSES.** Community Corrections will not be responsible for any court costs or costs of litigation without its express consent prior to the time that the same are incurred. In the event that Attorneys advance court costs on an account, and Community Corrections requests that legal proceedings be terminated, Attorney shall be reimbursed by Community Corrections for the expended legal fees and court costs on said account. Community Corrections shall be responsible for all court costs and litigation

costs for which Community Corrections has given authorization to Attorneys to incur. Attorneys are authorized to withhold their portion of legal fees and expenses from the monthly remittance to Community Corrections. Attorneys will submit monthly collection reports to Community Corrections related to services rendered under this agreement. Each monthly collection report will set forth the amount collected on each account, the date of the collection, the party making such payments to Community Corrections or Attorneys, the amount retained by Attorneys, if any, to be applied towards Attorneys fees and expenses under this agreement. Attorneys will then remit to Community Corrections the net amount of all monies collected on a bi-monthly or monthly basis. Attorneys are hereby authorized to endorse payments received on said accounts and to deposit the payments into a separate trust account for Community Corrections, provided a full accounting is made thereof to Community Corrections.

7. **TERM AND TERMINATION.** The term of this agreement will be for one (1) year from the date herein, and this agreement will be renewed each year after being approved by the Board of Commissioners. Community Corrections and Attorneys may terminate this agreement as provided herein. Notwithstanding the preceding sentence, this agreement may be terminated by either party at either time, without cause, upon no less than thirty (30) days written notice to the other party.
8. **EFFECT OF TERMINATION.** Upon the termination of this agreement for any reason, Attorneys will cease their collection efforts on the accounts, and will return to Community Corrections all accounts, along with all related material and documentation, referred to Attorneys for collection, together with a final report relating to the status of each account within thirty (30) days of the effective date of termination. Community Corrections will be obligated to pay to Attorneys those amounts due pursuant to Section 6 that may have accrued prior to the date of termination.
9. **MISCELLANEOUS.**

- A. NO OBLIGATION TO REFER. It is agreed that nothing contained herein shall be construed as obligating Community Corrections to refer any accounts to Attorneys for collection.
  - B. Non-ECLUSIVITY. This agreement does not grant an exclusive right for the collection of accounts to Attorneys, and Community Corrections may contract with any other collection agencies or attorneys to collect accounts.
  - C. NOTICE. Any notice or payment permitted or required by this agreement will be considered ~~made on the date~~ personally delivered in writing, or mailed by certified mail, postage pre-paid, to the other party at the addresses first above set forth, or to such other person or address as either party may designate in writing.
  - D. MODIFICATION AND EFFECT. This agreement contains the entire understanding of the parties and will be modified only by a written document signed by each party. This agreement expressly supersedes any agreement Attorneys may have with Community Corrections and all such other agreements will automatically terminate upon execution of this agreement.
  - E. GOVERNING LAW. The interpretation and enforcement of this agreement will be governed by the laws of the State of Indiana.
  - F. COUNTERPARTS. This agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.
11. County Not Obligated to Third Parties. The County shall not be obligated or liable hereunder to any party other than the Attorneys.
12. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Attorneys 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 Attorneys, 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 Attorneys represent that he/she has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Attorneys or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Attorneys agree by the executive of this agreement that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or non-discrimination provision of the agreement remedy available to the County in respect to such breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation,

subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.

15. Miscellaneous Provisions.

- A. This agreement 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. Attorneys may not subcontract any part of the work covered herein without the prior written consent of the County.

16. Information Availability.

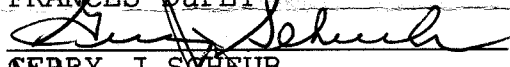
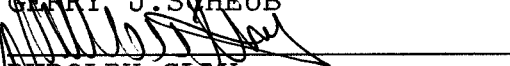
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or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

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

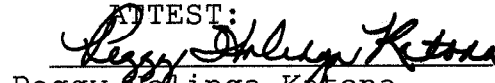
**Lake County Community Corrections**  
**Budget Office**  
**2600 W. 93<sup>rd</sup> Avenue**  
**Crown Point, IN 46307**  
**(219/755-3849)**

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

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

\_\_\_\_\_  
 FRANCES DUPEY  
  
 GERRY J. SCHEUB  
  
 RUDOLPH CLAY

ATTORNEY FEE COLLECTOR  
  
 LUCAS, HOLCOMB & MEDREA

ATTEST:  
  
 Peggy Holinga Katona,  
 LAKE COUNTY AUDITOR

## Order#24 – Agenda #28

In the Matter of L.C. Community Corrections – ExacuTrack Service Agreement with BI Incorporated for the period of February 1, 2006 through January 31, 2007 in the amount of \$14,942.00 at the rate of \$1,245.17 per month.

DuPey made a motion, seconded by Scheub, to approve the ExacuTrack Service Agreement between the L.C. Community Corrections and BI Incorporated for the period of February 1, 2006 through January 31, 2007 in the amount of \$14,942.00 at the rate of \$1,245.17 per month. Motion passed 3-0.

## Order#25 – Agenda #29

In the Matter of L.C. Community Corrections – Letter concerning Positive Impact Group Leader.

DuPey made a motion, seconded by Scheub, to approve the L.C. Community Corrections' Letter concerning Positive Impact Group Leader. Motion passed 3-0.

## Order#26 – Agenda #30

In the Matter of L.C. Board of Elections and Registration: Seek Proposals for moving the voting machines to and from the polling sites for the May 2, 2006 Primary Election.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Board of Elections and Registration for moving the voting machines to and from the polling sites for the May 2, 2006 Primary Election from the following vendors, and ordered same to be returned by Wednesday April 19, 2006 at 9:30 a.m. Motion passed 3-0.

Ferree Movers and Storage

On-Time Movers

## Order#27 – Agenda #32

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

This being the day, time and place for the receiving of proposals for search and rescue equipment for Lake County USAR Team for L.C. Emergency Management, the following proposals were received:

Fire Service, Inc.                      \$99,539.55

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

## Order#28 – Agenda #31

In the Matter of Proposals for the Replacement of existing cameras for indoor and outdoor security for L.C. Emergency Management.

DuPey made a motion, seconded by Scheub, to defer the Proposals for the Replacement of existing cameras for indoor and outdoor security for L.C. Emergency Management. Motion passed 3-0.

## Order#29 – Agenda #33

In the Matter of L.C. Coroner – Vendor Contract with John E. Cavanaugh, M.D., P.C. for Pathologist Services for the year 2006 in an amount not to exceed \$140,000.04 at the rate of \$11,666.67 per month.

DuPey made a motion, seconded by Scheub, to approve the Vendor Contract between the L.C. Coroner and John E. Cavanaugh, M.D., P.C. for Pathologist Services for the year 2006 in an amount not to exceed \$140,000.04 at the rate of \$11,666.67 per month. Motion passed 3-0.

**VENDOR CONTRACT**

THIS contract is entered into 15<sup>th</sup> day of March, 2006 by and between the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter referred to as the "Board", on behalf of the Lake County Coroner and John E. Cavanaugh, M.D., P.C., hereinafter referred to as the Vendor.

Now Therefore, for and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

**1. TERM.**

The term of this Contract is from January 1, 2006 to a December 31, 2006, subject to the termination provisions contained in paragraph 5.

**2. Scope of Service.**

Vendor shall perform the services of pathologist for the County of Lake, by and through the Office of the Lake County Coroner and perform the service customarily incident to the position of pathologist.

**3. PAYMENT**

A. The source of funds for the payment of services rendered under this contract are those funds within the budget of the Lake County Coroner and designated as line item 001-070000-423120 (Medical & Hospital Services).

B. Vendor shall be paid at the following rate:

a. The amount of eleven thousand six hundred sixty-six dollars and sixty-seven cents (\$11,666.67) per month.

## Order#29 – Agenda #33 (Cont'd)

- b. The total amount payable under this Contract shall not exceed one hundred forty thousand dollars and four cents (\$140,000.04).
- C. Payment shall be made to vendor upon presentation of such forms as required by the State Board of Accounts.
4. **LICENSE**
- Vendor must possess and keep in full force and effect an unlimited license to practice medicine in the State of Indiana.
5. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- B. This contract shall automatically terminate if vendor's unlimited license to practice medicine shall be suspended or vendor's license shall expire or not be renewed for any reason whatsoever.
6. **AFFIRMATIVE ACTION**
- The Clinic and Medical Director agrees by the execution of this agreement 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.
7. **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.
8. **OTHER**
- This contract is subject to and governed by the laws of the State of Indiana.
- All of which is agreed to the date first written above.

THE BOARD OF COMMISSIONER  
OF THE COUNTY OF LAKE  
RUDOLPH CLAY  
GERRY J. SCHEUB  
FRANCES DUPEY

JOHN E. CAVANAUGH, M.D.,P.C

ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#30 – Agenda #34

In the Matter of L.C. Fairgrounds: Seek Proposals for a New Riding Lawn Mower.

Scheub made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Fairgrounds for a New Riding Lawn Mower and ordered same to be returned by Wednesday April 19, 2006 at 9:30 a.m. Motion passed 3-0.

## Order#31 – Agenda #35

In the Mater of Cedar Creek Township Assessor – Service Contract with Appraisal Research Corporation for the year 2006 in the amount of \$499.00.

Scheub made a motion, seconded by DuPey, to approve the Service Contract between the Cedar Creek Township Assessor and Appraisal Research Corporation for the year 2006 in the amount of \$499.00. Motion passed 3-0.

## Order#32 – Agenda #36

In the Matter of L.C. Cooperative Extension – Amendment #1 to Extension Contractual Services Agreement with Purdue University for the year 2006 in an amount not to exceed \$162,000.00.

DuPey made a motion, seconded by Scheub, to approve the Amendment #1 to Extension Contractual Services Agreement between the L.C. Cooperative Extension and Purdue University for the year 2006 in an amount not to exceed \$162,000.00. Motion passed 3-0.

Order#33 – Agenda #37

In the Matter of L.C. Data Processing – Lake County Web Portal Production Support Agreement in the amount of \$68,000.00.

Scheub made a motion, seconded by DuPey, to approve the L.C. Data Processing's Lake County Web Portal Production Support Agreement in the amount of \$68,000.00. Motion passed 3-0.

**LAKE COUNTY WEB PORTAL PRODUCTION  
SUPPORT AGREEMENT**

This Agreement, made this day of 15 day of March 2006, by and between Cenifax Management Services, Inc., an Indiana Corporation (hereinafter referred to as "Contractor") and Lake County, Indiana (hereinafter referred to as "County").

WITNESSETH THAT:

Whereas, Contractor, or agrees to supply County with the professional services of its staff on an independent contractor basis to perform such services necessary to support Lake County Web Portal.

And whereas, County agrees to contract with Contractor as an independent contractor to provide services, as described herein.

Now, therefore, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Scope of Services

Contractor shall follow and enforce all County policies, procedures and ordinances relating to management and usage of the County computer systems hardware and network.

Contractor shall provide and make available to County such resources as shall be necessary to perform the services called for by this Agreement.

All work shall be performed in a professional manner by employees of Contractor having a level of skill in each area commensurate with the requirements of the scope of work to be performed.

Contractor shall assume the responsibility for the management and provision of adequate personnel in order to provide the necessary services to support the existing Lake County Web Portal.

During the term of this agreement, Contractor shall use its best efforts to manage and maintain the existing Lake County Web Portal.

This agreement provides for the production support of the Lake County Web Portal. Production support will include only changes where the system does not meet requested specifications. Changes identified where the specifications documented do not specifically address the requirement now requested will be considered as enhancements. Enhancements must go through, documentation, cost estimate and approval process before any work can begin or be charged.



**Contractor Responsibilities:**

Provide personnel with the ability to analyze problems, develop comprehensive plans, track progress, report status and manage deviations;

Trouble shoot any and all computer and network problems

Make recommendations concerning any and all hardware, software and network upgrades

Assist with the implementation and installation of all new application software and or system software and or upgrades

**2. Term of Agreement**

Upon termination of this agreement for any reason, Contractor shall promptly return to County all copies of any County data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the County. Contractor shall also furnish to County all work in progress or portions thereof, including all incomplete work.

In the event that the County adopts a budget for a fiscal year that is less than the contracted amount for that year, the Contractor shall have the right to either reduce its services or cancel this Agreement.

The County shall have the right to terminate this Agreement upon one-hundred twenty (120) days written notice prior to the end of the term of this Agreement. As a condition of cancellation. County shall be required to take formal action by the Board of Commissioners.

Upon completion of the term of this Agreement, it shall automatically be renewed for successive one year terms until either party gives the other written notice to the contrary not later than one hundred twenty (120) days prior to the end of the year.

### 3. Payment

The County shall pay Contractor for the first calendar year of the Agreement the sum of \$68,000 (sixty eight thousand) beginning January 1 of each year. The County shall pay Contractor for each succeeding calendar year of this Agreement the amount payable for the previous year plus percentage increase equal to the consumer price index (CPI) increase for the greater Chicago area for the preceding twelve month period.

The contract price for each year shall be payable one twelfth of the contract amount per month or the percentage of yearly services that Contractor performed for that month, whichever amount is greater. Contractor shall submit billing for services described herein on a monthly basis, which the county shall pay within twenty-one (21) days. Any interest for late payment shall be governed by the provisions of In. Code 5-17-5-1 et seq.

### 4. Confidential Information

Any information furnished by County to Contractor in the performance for work hereunder shall be the property of County and shall be used only in the performance of work under this Agreement. Contractor will keep secret and confidential such information and will not disclose it to any third parties without County's prior written consent. None of the following information shall be confidential information:

- \* Information that is or becomes part of the public domain;
- \* Information, which was already in the possession of Contractor at the time of any disclosure to contractor by or on behalf of the County;
- \* Information first disclosed to the Contractor by County that subsequently is disclosed to the Contractor by a third party as a matter of right.

5. Patent, Copyright and Trade Secret Indemnity

Contractor warrants that any product or service or part thereof used in performance of the work, including, but not limited to, applications software, systems software, or system design furnished under this Agreement shall not infringe on any United States patent, copyright, trade secret or other proprietary right covering such products or service. Contractor will indemnify and hold the County harmless, including all attorneys' fees, from suits arising out of such claims, upon prompt notification from the Court of such claims.

6. Warranties

Contractor hereby warrants with respect to payroll management services provided pursuant to this Agreement that the Contractor will furnish competent management and clerical personnel subject to the approved staffing plans and budget level. The foregoing warranties are in lieu of all warranties expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.

7. Liability and Limitation of Remedies

Contractor's sole liability under this Agreement shall be to replace, repair, reconstruct or redevelop and service, a system or program furnished by Contractor pursuant to this Agreement that is destroyed, lost, damaged, injured, or inoperative as a result of the sole failure by Contractor, its agents, servants, or employees to exercise reasonable care in their performance of this Agreement. County shall be responsible for providing back up to its own systems, programs and input supplied to Contractor pursuant to this agreement.

In no event will Contractor be liable for: (a) any damages arising from its performance or nonperformance caused by County's failure to perform; or (b) any consequential or special damages or injuries sustained by County or any third parties including, but not limited to: loss of profits, any damages or injuries resulting from any interruption in, loss of, use of, or malfunction of any service, system, program or equipment. Contractor shall comply with applicable County ordinances and policies relating to payroll. Contractor shall make sure its employees always observe security and safety policies of the County.

**8. Facilities and Service Provided by the County**

The County will provide, at no cost to the Contractor, working space, computer machine time, and such other materials, facilities and any equipment necessary in connection with the performance under this Agreement. The County shall provide at no cost to the Contractor, computer machine time for site staff development and staff education and training.

The Contractor shall have the right to occupy without charge during the term of this Agreement all space and facilities necessary for Contractor to perform its services as prescribed in this Agreement.

In the event of a disaster, the County, which is self insured, shall replace the full value of all the buildings, computer equipment and supplies used by the Contractor to provide the services outlined in this Agreement. Additionally, the County shall provide at its expense general liability coverage in accordance with the laws of the State of Indiana. The County may self insure at its expense for all of the matters stated in this paragraph.

9. Access

The Contractor's authorized personnel, and any other parties approved by the County and authorized by the Contractor, shall have access to any facility on a seven (7) day a week, twenty-four (24) hour basis for all reasonable purposes under this Agreement.

The County shall provide to the Contractor reasonable access to the County's employees to learn the County's requirements needed to fulfill the Contractor's contractual obligations.

10. Ownership and Distribution of Materials

The Contractor agrees that the County retains the right to all facilities, documents, data, equipment or any other such materials or property except that which was furnished by the Contractor or third parties who will be entitled to retain such rights themselves.

11. Equal Opportunity and Affirmative Action

The Contractor agrees by the execution of this Agreement that in regard to its operations that 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. The principles of equal opportunity in employment and delivery of services are applicable, and Contractor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical disability, political affiliation, race, religion and sex.

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. Breach of any of the equal opportunity and/or the non-discrimination provision of this Agreement may be regarded as a material breach of the Agreement.

12. Force Majeure

(a) Contractor's Inability to Perform. Contractor shall not be liable for any failure to perform its obligations under the Agreement if prevented from doing so, in whole or in part, by cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include Acts of God, fires, floods, storms, earthquake, other disasters, riots, strikes, lockouts, other labor disputes, wars or war operations, civil disturbance, restraints of government or any other cause or causes that could not with reasonable diligence be controlled or prevented by Contractor.

(b) County's insufficient Funding. County believes that sufficient funds can be obtained to pay all amounts due Contractor throughout the term of this Agreement and hereby covenants and agrees that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which payments hereunder may be made, including making provisions for such payments to the extent necessary in each budget submitted for obtaining funding, using its best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved, It is County's intent to make all payments due hereunder for the entire term of this Agreement if funds are legally available therefore and in that regard County represents and warrants to Contractor that the services to be performed by Contractor hereunder are essential to its proper, efficient and economic operation. In the event insufficient funds are appropriated and budgeted or are otherwise legally available by any means whatsoever in any fiscal period for which payments due under this Agreement, then County will immediately notify Contractor of such occurrence and Contractor may either: (I) reduce its staffing and level of services to the amount so budgeted-, or (ii) notify County that this Agreement will expire effective on the last day of the fiscal period for which appropriations were received.

If no funds are appropriated or budgeted or otherwise legally available, then County will immediately notify Contractor of such occurrence, and this Agreement will be deemed expired effective on the last day of the fiscal period for which appropriations were received.

Notwithstanding the foregoing, County agrees that the provisions of this Section 12(b) will not apply if any funds are appropriated to it, or by it, for the acquisition, retention or operation of data processing services or other services similar to which are being provided by Contractor hereunder, and that it will not during the term of this Agreement give priority in the application of funds to any other similar services. Further, nothing in this Section 12(b) will be construed so as to permit County to reduce the level of services to be provided by Contractor hereunder, or effect a premature expiration of this Agreement, in order to acquire any other data processing or similar services or to allocate funds directly or indirectly to perform essentially the same application for which services are being provided, including the performance of the services by County itself.

13. Termination

(a) This Agreement may be terminated by either party hereto for the event the other party fails to substantially perform its obligations under this Agreement. Such termination must be in writing and shall be effective (the "Termination Date") either: (I) one-hundred twenty (120) days receipt of such notice, unless the default is cured or material remedial steps have been taken to cure said default within one-hundred twenty (120) days after receipt of such notice; or (ii) one-hundred twenty (120) days after the County's receipt of written notice from Contractor notifying County of its failure to make payment due hereunder within one-hundred twenty (120) days after receipt of invoice.

In the event the default complained of is cured or material remedial steps have been taken to cure said default within said one-hundred twenty (120) day period, or if the default is for nonpayment, such payment is received by Contractor within the aforementioned one-hundred twenty (120) days, this Agreement shall continue as if such notice had not been given. Any transfer or sale of stock or any interest by Contractor will not terminate this agreement.

(b) Within one-hundred twenty (120) days after the expiration date or any earlier termination of this Agreement, Contractor shall submit an invoice to County for the amount for all services and property (payment for which has not been made), performed or delivered prior to the expiration date.

14. Risk of Loss

The County shall be responsible for protection of all work, equipment, materials, computer programs, supplies, and the like, including data, after delivery to the Contractor. County acknowledges and understands that the services to be provided by Contractor under this Agreement do not include provision of any disaster recovery facility in the event that County's data processing operations should be interrupted or terminated, in whole or in part. County is further hereby advised that Contractor recommends that County enter into an agreement with a third party provider to so obtain access to and a right of use for such disaster recovery facility.

15. Liability and Limitation of Liability: Disclaimer of Warranties

The County shall maintain adequate supporting material to enable Contractor to update or regenerate, as necessary, data files, printer outputs and other data. In the event of loss, damage, destruction, or malfunction of any data, service, system or program due to the sole negligence of



Contractor, Contractor's sole liability therefore shall be limited to either the replacement, repair, reconstruction, redevelopment, or regeneration, at Contractor's option, of the lost, damaged, destroyed or inoperable data, service, system or program from the County's supporting material in the method reasonably agreeable to both parties for such actions. In the event the County has failed to maintain adequate supporting material, Contractor's liability shall be strictly limited to the same cost of replacement, at Contractor's then current rates, as if the County has so maintained adequate supporting material. Adequate supporting material is defined for this purpose as the original source material or data input documents initially provided to Contractor. Contractor shall not be liable for any damages resulting or arising from County's failure to perform its obligations hereunder.

Contractor neither makes nor assumes nor authorizes any person to make or assume for it, and hereby specifically disclaims, any and all warranties whatsoever, expressed or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, in connection with the sale, license, or use of any service, system program or equipment under this agreement.

16. Independent Contractor

The Contractor is and at all times shall be and remain an Independent Contractor and not an employee or agent of the County. The Contractor shall at its own expense comply with all applicable worker's compensation, unemployment insurance, employer's liability, minimum wage, and other Federal, State, County, and municipal laws, ordinances, rules, regulations, and orders.

17. Controlling Law and Compliance with Laws

This Agreement shall be construed according to the laws of the State of Indiana. If any section, subsection, or other provision of this Agreement shall be determined to be unlawful, invalid or unenforceable, such section or subsection or other provisions shall be severed from this agreement, but every other section, subsection and provision of this Agreement shall remain in full force and effect. The waiver of a breach of any provision of this Agreement shall not be construed to be a waiver of a subsequent breach thereof or a waiver of the breach of any other provision of this Agreement.

18. Headings

All headings contained in this Agreement are only for purposes of reference and are of no legal force and effect.

19. Default

In the event of a material default in performance by the County or Contractor, the non-defaulting party shall provide written notice of the conditions constituting such default to the defaulting party. If the defaulting party fails to cure the default within ninety (90) days after written notice is received, the non-defaulting party shall have the right to terminate this Agreement. If the default is cured within the time frame outlined in this section, this agreement shall continue in full force as if no such notice had been given.

20. Taxes

Taxes on the net income of the Contractor are not the responsibility of the County. The financial considerations outlined in this agreement do not include charges for taxes that may be deemed applicable by taxing authority for providing the services outlined in this Agreement. In the event such tax is levied, the County is responsible for the liability and payment of such tax.

21. Conflicts and Disputes

Should any dispute occur between parties arising out of or related to this Agreement, or their rights and responsibilities to each other, the matter should be settled and determined by arbitration under the current rules of the America Arbitration Association providing that the arbitrator selected shall be knowledgeable in the field of computers and data processing.

22. No Assignment

This Agreement shall be binding upon and inure to the benefit to the Contractor, its successors and assigns, and of the County, its successors and assigns provided, however, that the Contractor may not assign this Agreement, in whole or in part, without the prior written consent of the County.

23. Alterations

The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder, whether by agreement of the parties or by custom, course of dealing or trade practice, shall not be effective unless in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.

24. No Third Party Beneficiaries

Nothing contained in this agreement shall be construed to give any person other than the Contractor and County any legal or equitable right, remedy or claim under or with respect to this Agreement.

25. Incorporation by Reference

Any Exhibits attached hereto are integral parts of and are hereby incorporated by reference into this Agreement and made a part hereof.

26. Copies of Agreement

This Agreement can be executed in any number of copies, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

27. Right to Subcontract

Contractor shall have the right to enter into subcontractors with other parties to provide certain of the services to be provided by the Contractor under this Agreement, although Contractor shall remain responsible to the County for the performance of any services performed by the subcontractor.

28. Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the parties sought to be bound.

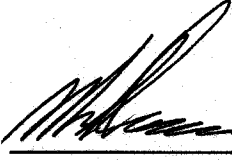
29. Severability

Each provisions of this Agreement shall be severable from the whole. If any provisions of this Agreement shall be found contrary to law, the remainder of the Agreement shall continue in full force.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

CONTRACTOR:

Cenifax Management Services, Inc.

By: 

MARK PEARMAN

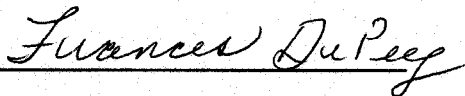
Title: EXECUTIVE DIRECTOR

COUNTY:

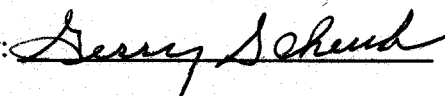
The Board of Commissioners of the County of Lake, State of Indiana:

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

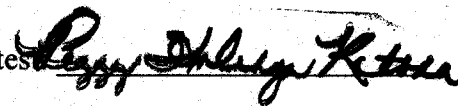
RUDOLPH CLAY

By: 

FRAN DuPEY

By: 

GERRY J. SCHUB

Attest: 

Date: 03/15/06

Date: 03/15/06

Order#34 – Agenda #38

In the Matter of L.C. Data Processing – Memorandum of Understanding for an Automated Case Management System with the Hobart City Court.

Scheub made a motion, seconded by DuPey, to approve the L.C. Data Processing's Memorandum of Understanding for an Automated Case Management System with the Hobart City Court. Motion passed 3-0.

**MEMORANDUM OF UNDERSTANDING  
FOR AN AUTOMATED CASE MANAGEMENT SYSTEM  
IN HOBART CITY COURT**

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

RECITALS

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

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

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

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

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

1. Authority. The parties agree that this Agreement is specifically undertaken pursuant to the authority under Indiana Law to enter into binding Agreements.
2. Term of Agreement. The term of this Agreement shall be from **the date of signing** through **December 31, 2006**, and shall automatically renew each year unless the Court/Clerk or County notifies in writing the other party of its termination at least 60 days before the end of the current term.
3. Purpose of Agreement. The purpose of this Agreement is for the County to assist the City and Town Courts and Clerks in the following areas in order to timely electronically transmit to the BMV relevant information on traffic infraction cases heard by the City and Town Courts:
  - A. New Hardware;
  - B. Maximus/CourtView software licenses;
  - C. Cabling;
  - D. Training;
  - E. Software annual maintenance - first year only;
  - F. Annual T-1 or DSL line expense - first year only.
4. Functions and Services. The following specific functions and services are to be performed or furnished by the County on behalf of the **Hobart** Court/Clerk:
  - A. **Three (3)** Maximus automatic case management system/CourtView licenses;
  - B. **Three (3)** terminal server licenses;
  - C. First year annual support fee for **three (3)** Maximus licenses;
  - D. Purchase and installation of a DSL line at a cost not to exceed **0**;
  - E. Purchase and installation of **three (3)** cable drops at a cost not to exceed **\$1,000**;

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

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



COUNTY OF LAKE:

By: Gerry J. Scheub  
Gerry J. Scheub  
President County Commissioners

Date: 03/15/06

By: \_\_\_\_\_  
Rudolph Clay  
County Commissioner

Date: \_\_\_\_\_

By: Frances DuPey  
Frances DuPey  
County Commissioner

Date: 03/15/06

COUNTY OF LAKE:

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

Date: 3-14-06

By: Ron Tabaczynski  
Ron Tabaczynski  
County Councilman

Date: 3-14-06

By: Garry Blanchard  
Garry Blanchard  
County Councilman

Date: 3-14-06

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

Date: 3-14-06

By: Christine Cid  
Christine Cid  
County Councilwoman

Date: 3-14-06

By: Elsie Franklin  
Elsie Franklin  
County Councilwoman

Date: 3-14-06

By: Donald Potrebic  
Donald Potrebic  
County Councilman

Date: 3-14-06

COURT/CLERK

By: William J. Longer  
Honorable William J. Longer  
Judge, Hobart City Court

Date: 2/17/06

By: Clerk of the Court  
Clerk of the Court

Date: 2/17/06

Order#35 – Agenda #39

In the Matter of L.C. Data Processing – Request for property disposal.

Scheub made a motion, seconded by Clay, to approve the L.C. Data Processing's request for property disposal. Motion passed 3-0.

Order#36 – Agenda #40

In the Matter of L.C. Building Manger – Thirty (30) day notice of cancellation of service agreement effective April 30, 2006 with Thyssenkrupp Elevator Company.

Scheub made a motion, seconded by DuPey, to approve the Thirty (30) day notice of cancellation of service agreement effective April 30, 2006 between the L.C. Building Manger and Thyssenkrupp Elevator Company. Motion passed 3-0.

Order#37 – Agenda #41

In the Matter of L.C. Building Manager – Service Agreement with Long Elevator Co. for the period of April 15, 2006 to December 31, 2006.

Scheub made a motion, seconded by DuPey, to approve the Service Agreement between the L.C. Building Manager and Long Elevator Co. for the period of April 15, 2006 to December 31, 2006. Motion passed 3-0.

Order#38 – Agenda #42

In the Matter of L.C. Building Manager – Emergency Repair of broken fire line in the amount of \$7,638.56.

Scheub made a motion, seconded by DuPey, to approve the L.C. Building Manager's Emergency Repair of broken fire line in the amount of \$7,638.56. Motion passed 3-0.

Order#39 – Agenda #43

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check#0886880 in the amount of \$10,980.52 for improvements for Fuller Island.

Scheub made a motion, seconded by DuPey, to approve the L.C. Plan Commission's Performance Bond in the form of an Official Check#0886880 in the amount of \$10,980.52 for improvements for Fuller Island. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: January 10, 2006  
SUBDIVISION: FULLER ISLAND  
BONDING COMPANY: Official Bank Check-FIFTH THIRD BANK  
PETITIONER: Lillian Schoon Piske/Richard W. Schoon, 3351 E. 415 N. Albion, IN 46701

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

TOTAL: \$10,980.52

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 15<sup>th</sup> day of March, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#40 – Agenda #44

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check#831500428 in the amount of \$3,600.00 for improvements for Simron Prairie.

Scheub made a motion, seconded by DuPey, to approve the L.C. Plan Commission's Performance Bond in the form of an Official Check#831500428 in the amount of \$3,600.00 for improvements for Simron Prairie. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: January 10, 2006  
SUBDIVISION: SIMRON PRAIRIE  
BONDING COMPANY: Official Bank Check-Chase Bank  
PETITIONER: Susan Girus/Pamela L. Schmal, 13979 State Line Rd., Cedar Lake, IN 46303

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

TOTAL: \$3,600.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 15<sup>th</sup> day of March, 2006.

Order#40 – Agenda #44 (Cont'd)

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#41 – Agenda #45

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit No. 2400002404 in the amount of \$250,250.00 for The Galleries, Unit 2, Phase 1.

Scheub made a motion, seconded by DuPey, to approve the L.C. Plan Commission's Performance Bond in the form of an Irrevocable Letter of Credit No. 2400002404 in the amount of \$250,250.00 for The Galleries, Unit 2, Phase 1. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: March 15, 2006  
SUBDIVISION: The Galleries, Unit 2, Phase I  
BONDING COMPANY: Sand Ridge Bank  
PETITIONER: The Galleries, LLC

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

TOTAL: \$250,250.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 15<sup>th</sup> day of March, 2006.

ENTERED IN BOND BOOK NO.16 AND PAGE NO.

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

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#42 – Agenda #46

In the Matter of Consulting Engineering Report.

John Blosky reported that the next step in the Treasurer's office in Gary in Asbestos Abatement. He has been working with Sandy Radoja and Sally LaSota on trying to get the storage trailers cleaned out so they can store the ADA voting equipment. They think they have it under control. The Prosecutor has all his stuff in one trailer. They are supposed to clear that out today. After the meeting he is meeting with Jan and the Prosecutor to take her out to the trailer so she can get that unloaded. The plumbing on the first floor of the Lake County Government Center has been repaired and that project is complete.

Order#43 – Agenda #46A

In the Matter of Consulting Engineering – Proposal from Interstate Environmental Services, Inc. in the amount of \$16,060.00 for Asbestos Abatement in Room #5 New Treasurer's Office.

DuPey made a motion, seconded by Scheub, to approve the Consulting Engineering's Proposal from Interstate Environmental Services, Inc. in the amount of \$16,060.00 for Asbestos Abatement in Room #5 New Treasurer's Office. Motion passed 3-0.

Order#44 – Agenda #46B

In the Matter of Consulting Engineering – Polet Construction, L.L.C. Invoice #0078 in the amount of \$4,800.00 for carpet replacement in the Lake County Government Center Mail Room.

DuPey made a motion, seconded by Scheub, to approve the Polet Construction, L.L.C. Invoice #0078 in the amount of \$4,800.00 for carpet replacement in the Lake County Government Center Mail Room. Motion passed 3-0.

Order#45 – Agenda #46C

In the Matter of Consulting Engineering – Keough Mechanical Corp. Payment Application No. 1 and Final in the amount of \$14,194.75 for plumbing repairs associated with the Administration Building first floor prisoner holding cell.

DuPey made a motion, seconded by Scheub, to approve the Keough Mechanical Corp. Payment Application No. 1 and Final in the amount of \$14,194.75 for plumbing repairs associated with the Administration Building first floor prisoner holding cell. Motion passed 3-0.

Order#46 – Agenda #46D

In the Matter of Consulting Engineering – Polet Construction L.L.C. Invoice #0079 in the amount of \$14,900.99 for floor tile/covering at the Gary Courthouse, Judge Schiralli's Courtroom.

## Order#46 – Agenda #46D (Cont'd)

DuPey made a motion, seconded by Scheub, to approve the Polet Construction L.L.C. Invoice #0079 in the amount of \$14,900.99 for floor tile/covering at the Gary Courthouse, Judge Schiralli's Courtroom. Motion passed 3-0.

## Order#47 – Agenda #46E

In the Matter of Consulting Engineering – Polet Construction, L.L.C. Invoice #0077 in the amount of \$1,750.00 for carpet replacement in the Commissioners Office at the East Chicago Courthouse.

DuPey made a motion, seconded by Scheub, to approve the Polet Construction, L.L.C. Invoice #0077 in the amount of \$1,750.00 for carpet replacement in the Commissioners Office at the East Chicago Courthouse. Motion passed 3-0.

## Order#48 – Agenda #46F

In the Matter of Consulting Engineering – Polet Construction, L.L.C. Invoice #0073 in the amount of \$23,435.00 for miscellaneous work in Judge Schiralli's Courtroom at the Lake County Government Center.

DuPey made a motion, seconded by Scheub, to approve the Polet Construction, L.L.C. Invoice #0073 in the amount of \$23,435.00 for miscellaneous work in Judge Schiralli's Courtroom at the Lake County Government Center. Motion passed 3-0.

## Order#49 – Agenda #14, 15, &amp; 16

In the Matter of Bids/Proposals for Food, Bread, and Dairy Products for the Second Quarter of 2006 for the L.C. Jail.

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

**FOOD**

Shop Rite Roods	\$218,767.00
-----------------	--------------

**DAIRY**

Pleasant View Dairy	\$28,730.50
Clover Crest Dairy	\$24,038.70
U.S. Food	\$25,440.50

**BREAD**

Interstate Brands Corp.	Various Bids
Yes Distributors	Various Bids

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

## Order#50 – Agenda #24

In the Matter of Proposals for Bread Products for the Second Quarter of 2006. for the L.C. Juvenile Center.

Scheub made a motion, seconded by DuPey, to reject Kreamo Bakers because there was no Form #5 and reject Interstate Brands Corp. because there was no signature on the notary for the Bread Products for the Second Quarter of 2006 for the L.C. Juvenile Center. Motion passed 3-0.

Scheub made a motion, seconded by DuPey, to allow the L.C. Juvenile Center to go out on the open market for Bread Products for the Second Quarter of 2006. Motion passed 3-0.

## Order#51 – Agenda #23 &amp; 25

In the Matter of Proposals for Food and Dairy Products for the Second Quarter of 2006 for the L.C. Juvenile Center.

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

**FOOD**

Shop Rite Roods	\$21,081.40
Gordon Food Service	\$27,742.66

**DAIRY**

Pleasant View Dairy	\$2,119.95
Clover Crest Dairy	\$2,301.67

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

## Order#52 – Agenda #47C2

In the Matter of Commissioners Deeds: Malloy Nicholas M.

Order#52 – Agenda #47C2 (Cont'd)

Scheub made a motion, seconded by DuPey, to approve the Commissioners Deed for Malloy Nicholas M. Motion passed 3-0.

Order#53 – Agenda #47C1

In the Matter of Commissioners Deeds: CME Church Metropolitan.

Scheub made a motion, seconded by DuPey, to defer the Commissioners Deeds for CME Church Metropolitan. Motion passed 3-0.

Order#54 – Agenda #49

In the Matter of Resolution in Honor of Development Disability Awareness Month.

DuPey made a motion, seconded by Scheub, to approve the Resolution in Honor of Development Disability Awareness Month. Motion passed 3-0.

RESOLUTION IN HONOR OF  
DEVELOPMENTAL DISABILITY AWARENESS MONTH

**WHEREAS,** the month of March, 2006, has been designated as "*Developmental Disability Awareness Month*" to celebrate and recognize people with developmental disabilities, by the Governor of the State of Indiana; and

**WHEREAS,** developmental disability is a natural part of the human experience and in no way diminishes the right of individuals with developmental disabilities to live independently, enjoy self-determination, make choices, contribute to society and experience full in the economic, political, social, cultural and educational mainstream of American society; and

**WHEREAS,** family members, friends and members of the community can play a central role in enhancing the lives of people with developmental disabilities especially when the family and community are provided with necessary support services; and public and private employers are aware of the capabilities of people with developmental disabilities to be engaged in competitive work in inclusive settings; and

**WHEREAS,** the goals of this county and state, properly include providing individuals with developmental disabilities the opportunities and support to make informed choices and decisions; live in homes and communities where such individuals can exercise their full rights and responsibilities as citizens; pursue meaningful and productive lives; contribute to their family, community, State and Nation; have interdependent friendships and relationships with others; and achieve full inclusion in society.


**NOW, THEREFORE,** be it resolved that the Lake County Board of Commissioners does hereby declare the month of March, 2006, as:


***DEVELOPMENTAL DISABILITY AWARENESS MONTH,***

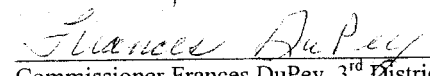
in Lake County, Indiana, and call upon citizens of Lake County, Indiana to observe the month with appropriate programs and activities; furthermore, we encourage the citizens of Lake County, Indiana to seek counsel and input from any person or group with knowledge and expertise in matters concerning developmental disabilities.

**IN TESTIMONY WHEREOF,** we have hereunto set our hands and caused to be affixed, the great seal of Lake County, Indiana at the Board of Commissioner's Office, this 15<sup>th</sup> day of March 2006.

Lake County Board of Commissioners

  
\_\_\_\_\_  
Commissioner Rudolph Clay, President

  
\_\_\_\_\_  
Commissioner Gerry Schueb, 2<sup>nd</sup> District

  
\_\_\_\_\_  
Commissioner Frances DuPey, 3<sup>rd</sup> District

Order#55 – Agenda #50

In the Matter of Resolution concerning the Old Library Building in Cedar Lake.

Scheub made a motion, seconded by Clay, to approve the Resolution concerning the Old Library Building in Cedar Lake. Motion passed 3-0.

RESOLUTION

WHEREAS, the old library building in Cedar Lake is presently owned by the Lake County Library Board; and  
WHEREAS, the Board of Commissioners of the County of Lake has governmental use for the property;  
WHEREAS, the Hanover Township Assessor and Hanover Township Trustee have a need for a building in which to place their offices;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners, County of Lake does hereby request that the Lake County Library Board deed the old library in Cedar Lake to the Commissioners for the use of the Hanover Township Assessor and Hanover Township Trustee.

THIS RESOLUTION IS ADOPTED THIS 15<sup>TH</sup> DAY OF MARCH, 2006

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

RUDOLPH CLAY, PRESIDENT  
FRANCES DUPEY  
GERRY J. SCHEUB

ATTEST: PEGGY HOLINGA KATONA, AUDITOR

Order#56 – Agenda #51

In the Matter of Contract for Various County Offices and Departments – Printing Class 1, 2, 4, 5, & 8 for the year 2006.

The Board having previously taken the above bids under advisement, does hereby award the contract to Haywood Printing Co., Inc. P.O. Box 440, 300 N. 5<sup>th</sup> Street, Lafayette, IN 47902 for Printing Class 1, 2, 4, 5, & 8 Year 2006 upon a motion by Scheub, seconded by DuPey, with the recommendation of the Purchasing Agent. Motion passed 3-0.

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

HAYWOOD PRINTING CO., INC. W/ no bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PRINTING CLASS 1, 2, 4, 5, & 8 FOR THE YEAR 2006 FOR THE VARIOUS COUNTY OFFICES AND DEPARTMENTS FOR \$18,4253.00, \$44,475.00, \$3,515.10, \$43,441.00, \$60,284.30 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: March 15, 2006

FRANCES DUPEY HAYWODD PRINTING CO., INC.  
RUDOLPH CLAY  
GERRY SCHEUB

Letter of Recommendation:

February 24, 2006

Printing Bids Class 1, 2, 4, 5, & 8

The next meeting of the Commissioners is March 15, 2006. I am requesting that you approve all of the lowest, responsive and responsible bids by signing below. This will then be put on the March 15, 2006 Commissioners' agenda and ratified. I am recommending this because things have to get done for the election and in other areas people are ordering printing supplies from last year's vendors at last year's price. If you sign "yes" we can use the vendor at this year's price and this could be ratified at the next board meeting.

I have reviewed all of the bids and the following bids were not signed by the bidder and therefore must be rejected: A-1 Union Graphics, Inc., P&H Printing, Etc., and Sheffield Press P & L, Inc.

The following are the lowest bidders for each Class as listed below:

Haywood Printing Company, Inc.

Class 1 - \$18,425.00	Commissioner Clay	<u>  X  </u>	Yes	<u>      </u>	No
Class 2 - \$44,475.00	Commissioner DuPey	<u>  X  </u>	Yes	<u>      </u>	No
Class 3 - \$3,515.00	Commissioner Scheub	<u>      </u>	Yes	<u>      </u>	No
Class 4 - \$43,441.00					
Class 8 - \$60,284.30					

I am asking that you approve this now.

Sincerely  
John Dull

## Order#57 – Agenda #52

In the Matter of County Vehicle Policy Implementing Regulations Effective Date: March 15, 2006.

Scheub made a motion, seconded by Clay, to approve the County Vehicle Policy Implementing Regulations Effective Date: March 15, 2006. Motion passed 3-0.

**COUNTY VEHICLE POLICY  
IMPLEMENTING REGULATIONS  
Effective Date: March 15, 2006**

- A. **EFFECTIVE DATE:** The effective date of the implementing regulations is January 1, 2006.
- B. **IMPLEMENTING REGULATIONS:** These implementing regulations are adopted to clarify and initiate the policy enacted by the Board of Commissioners at its October 12, 2005 meeting.
- C. **COVERAGE:** The regulations and policy apply to all county owned or leased vehicles except those excluded in paragraph D below.

OFFICE	NUMBER OF VEHICLES EFFECTED	
1. Emergency Management	1 vehicle	Chief Deputy
2. Surveyor	5 vehicles	5 employees
3. Community Development	2 vehicles	Director & Assistant Director
4. Coroner	1 vehicles	Chief Deputy
5. HIDTA	7 vehicles	All civilian employees
6. Sheriff	18 vehicles	All civilian employees, Warden, Assistant Warden
7. Fairground	1 vehicle	
Total	35 vehicles	

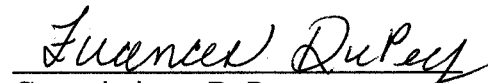
- D. **EXCLUSION:** The policy specifically does not apply to: 1. Highway Department; 2. Uniformed County Police; 3. Special Assigned Officers such as plain clothes personnel; 4. HIDTA, Law Enforcement Personnel; 5. County Parks Department (under control of Park Board); 6. Lake County Solid Waste District (Under control of Solid Waste Board); 7. Any non civilian law enforcement officer; 8. Elected Coroner; 9. Elected Sheriff; 10. Elected Prosecutor; 11. Elected Surveyor.
- E. **IMPLEMENTING POLICY:**
1. Vehicles currently within a specific office or department will remain within that office or department.
  2. No vehicles within a specific office or department will be used by personnel outside of that specific office or department.
  3. Vehicles within a specific office or department will therefore be restricted for use by people who are assigned by that specific office or department.
  4. All civilian vehicles will be used by personnel from the respective office or department only during working hours and will remain at their home base locations and not driven home by any department personnel.
  5. The home base location for a civilian vehicle is the place where that office holder or department head has its principle office.
  6. The office holder or department head will determine who has the authority to operate and use the assigned civilian vehicles during normal working hours.



7. All take home vehicles shall be restricted to county business only i.e. no personal use, such as, shopping etc. No family members or non employees to be in vehicles at any time.
8. The office holder or department head will develop a written form to verify who utilizes the vehicle covered by this policy, the dates that the vehicles are utilized by designated persons, and the times that the vehicles were utilized.
9. The document developed by the office holder or department head is a public document and will be available for review under the open records act.
10. The document on vehicle usage will be submitted to the State Board of Accounts for review during that agency's annual audit.

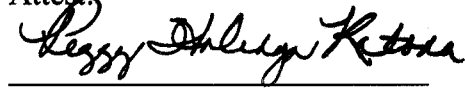
APPROVED BY:

  
Commissioner Scheub

  
Commissioner DuPey

\_\_\_\_\_  
Commissioner Clay

Attest:

  
\_\_\_\_\_  
L.C. Auditor, Peggy Katona

## Order#58 – Agenda #53

In the Matter of Board of Commissioners - Professional Services Agreement with Nexus Group, Inc.

DuPey made a motion, seconded by Clay, to approve the Professional Services Agreement between the Board of Commissioners and Nexus Group, Inc. Motion passed 2-1, Commissioner Scheub against.

**PROFESSIONAL SERVICES AGREEMENT**

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

**RECITALS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. Attachments

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

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

"Nexus"

By: \_\_\_\_\_ Date \_\_\_\_\_  
Frank S. Kelly, President

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jeff S. Wuensch, COO

"Client"

By: \_\_\_\_\_ Date 03/15/06  
Rudolph Clay, County Commissioner

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gerry Scheub, County Commissioner

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

Attest: Peggy Holinga Katona

\_\_\_\_\_  
Peggy Holinga Katona,  
Lake County Auditor



### Attachment 1

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

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

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

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

**Cost Breakdown by County & Township Function:**

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

**Lake County Deliverables:**

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

## Attachment 2

## Lake County

## Timeline for Trending of 2006 Real Property Assessed Values

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

Attachment 3

**Lake County 2006 Trending Overview**

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

## Order#59 – Agenda #54

In the Matter of Board of Commissioners - Consulting Contract with Edward J. Raskosky for Attorney Services for the year 2006 in an amount not to exceed \$27,960.00 at the rate of \$90.00 per hour.

DuPey made a motion, seconded by Scheub, to approve the Board of Commissioners - Consulting Contract with Edward J. Raskosky for Attorney Services for the year 2006 in an amount not to exceed \$27,960.00 at the rate of \$90.00 per hour. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 15<sup>th</sup> day of March, 2006 Effective from January 1, 2006 to December 31, 2006 by and between EDWARD J. RASKOSKY, (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.  
  
Consultant with, represent and defend Lake County, its elected and appointed officials, its employees and its agents in and all employment cases of whatever Court or before any Board or Commission to include unemployment compensation but to exclude workers compensation.
  - B. Consultant shall devote such hours as are necessary to perform the service listed above.
  - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
  - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
  - E. Consultant shall include the following detailed information on invoices:
    - I. Indicate date of service.
    - II. Specify activities in detail to include with whom Consultant met and what work was done.
    - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
    - IV. 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-Seven Thousand Nine Hundred Sixty Dollars (\$27,960.00) 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.
  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

## Order#59 – Agenda #54 (Cont'd)

County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
  - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
  - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
  - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
  - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
- A. This agreement 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

EDWARD J. RASKOSKY  
202 JOLIET STREET, SUITE 2A  
DYER, IN 46311-1708  
(219) 322-0606  
(219) 322-0707 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  
RUDOLPH CLAY

CONSULTANT:  
EDWARD J. RASKOSKY  
ATTEST:  
PEGGY KATONA  
LAKE COUNTY AUDITOR

## Order#60 – Agenda #55

In the Matter of Lamar Advertising Company Lease #6155 (IN 3265) – 5<sup>th</sup> Avenue S/S 609 West 5<sup>th</sup> @ Jackson (wall), Gary, IN.

DuPey made a motion, seconded by Scheub, to defer the Lamar Advertising Company Lease #6155 (IN 3265) – 5<sup>th</sup> Avenue S/S 609 West 5<sup>th</sup> @ Jackson (wall), Gary, IN. Motion passed 3-0.

## Order#61 – Agenda #56A

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, December 28, 2005.

Scheub made a motion, seconded by Clay, to approve the L.C. Board of Commissioner's Minutes of Special Meeting, Wednesday, December 28, 2005. Motion passed 3-0.

## Order#62 – Agenda #57

In the Matter of Poor Relief Decisions.

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

Gary Ward	-Approved.
Diane Smith	-Approved on condition.
Catherine Spann	-Approved.
Roy Taylor	-Approved. Prescriptions in excess of township guidelines is approved up to \$100 per month with hardship shown through N/A.
Roy Tinsley	-Approved.
Denetta Sarall	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through May '06.
Leslie Lloyd	-Approved.
K. Hollingsworth	-Denied for appellant's failure to appear.
A. Linnenburger	-Denied for appellant's failure to appear.
D. Upshaw	-Denied for appellant's failure to appear.
D. Moore	-Denied for appellant's failure to appear.
K. Head	-Denied for appellant's failure to appear.
D. Jones	-Denied for appellant's failure to appear.
G. Melton	-Denied for appellant's failure to appear.
Roberta Hill	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through May '06.
Felicia Greet	-Approved.
Annie Gibson	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through May '06.
Alice Hedgewood	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through May '06.
Charles Williams	-Approved.
Aaron Henderson	-Approved.
Lilian Alford	-Approved.
Patricia Hart	-Approved on condition.
Ayanna Howard	-Approved.
Tia Austin	-Approved.
N. Mojicha	-Denied for appellant's failure to appear.
L. Gardner	-Denied for appellant's failure to appear.
L. Anderson	-Denied for appellant's failure to appear.
E. Green	-Denied for appellant's failure to appear.
Mary Porter	-Approved. Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through N/A.
Mylan Jefferson	-Approved.
Candice Johnson	-Approved on condition. Denied.
Darlene Thiell	-Approved.
Yvonne King	-Approved on condition.
Lawrence Jones	-Approved.
Ruth Roman	-Denied.
Angel Lashbrook	-Denied for appellant's failure to appear.
Antoinette Minor	-Approved on condition.
George Bethea	-Denied.
Ernest Bell	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through April '06.
Latoya Willis	-Approved. Denied.
Robert Cardwell	-Approved.
Carmen Collon	-Approved on condition.
Felicia Woodard	-Approved.
Shirley Williams	-Approved.
Delores Worsham	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through April '06.
Curtis Walton	-Approved.
A. Taylor	-Denied for appellant's failure to appear.
E. Navarro	-Denied for appellant's failure to appear.
G. Adams	-Denied for appellant's failure to appear.
T. Jones	-Denied for appellant's failure to appear.
W. Washington	-Denied for appellant's failure to appear.
Lacresha Shepard	-Approved.
Barbara Cross	-Approved on condition. Denied.

## Order#62 – Agenda #57 (Cont'd)

Ruthy Jones	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through April '06.
Henry Allen	- Prescriptions in excess of township guidelines is approved up to \$600 per month with hardship shown through April '06.
Martha Clark	-Approved on condition.
Maurice Watson	-Approved on condition.
Karl Powell	-Approved.
Myra Black	-Approved.
Olga Otero	-Approved on condition.
Latif Bess	-Approved. Denied.
Debora Adams	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through April '06.
Elizabeth Walker	-Approved.
Revenia Brewer	-Approved on condition.
Annie Gayton	-Approved.
D. Simpson	-Denied for appellant's failure to appear.
R. Fuqua	-Denied for appellant's failure to appear.
M. Smith	-Denied for appellant's failure to appear.
L. Stafford	-Denied for appellant's failure to appear.
J. Bess	-Denied for appellant's failure to appear.
C. Stevenson	-Denied for appellant's failure to appear.
B. Harris	-Denied for appellant's failure to appear.
Leonda Collier	-Approved.
Joanne Bland	-Denied.
Larry Butler	-Approved. Prescriptions in excess of township guidelines is approved up to \$600 per month with hardship shown through April '06.
Joanne Strother	-Approved.
Claritha Smith	-Approved.
Laquisha Steel	-Approved. Denied.
William Ballard	-Approved.
Amanda Greer	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through April '06.
Larry Bradford	-Approved on condition.
Alexander Taylor	-Approved.
Ealyshia Thomas	-Approved.
C. Brady	-Denied for appellant's failure to appear.
A. Alexander	-Denied for appellant's failure to appear.
V. Scott	-Denied for appellant's failure to appear.
Y. Starkes	-Denied for appellant's failure to appear.
T. Bryant	-Denied for appellant's failure to appear.
Arvietta Brooks	-Approved.
Jeanie Barnes	-Approved on condition.
Magnolia Petite	- 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.
Kewanna Heard	-Approved.
Dorene Jones	-Approved. Denied.
Gary Bentley	-Approved.
Freddie Webster	-Approved.
Lisa Hicks	-Approved. Denied.
Laura Benjamin	-Approved. Prescriptions in excess of township guidelines is approved up to \$600 per month with hardship shown through April '06.
Maria Moore	-Approved.
Roy Taylor	-Approved.
Jamie Parrott	-Approved on condition.
Tasha Burkes	-Approved. Denied.
William Porter	-Approved. Prescriptions in excess of township guidelines is approved up to \$600 per month with hardship shown through April '06.
S. Haywood	-Denied for appellant's failure to appear.
L. Brooks	-Denied for appellant's failure to appear.
V. Gooch	-Denied for appellant's failure to appear.
C. Brown	-Denied for appellant's failure to appear.
W. Douglas	-Denied for appellant's failure to appear.
K. Head	-Denied for appellant's failure to appear.
R. Mckinzie	-Denied for appellant's failure to appear.

## Order#63 – Agenda #58

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, March 15, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, March 15, 2006. to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order#64 – Agenda #59

In the Matter of Vendor Qualification Affidavits.



## Order#64 – Agenda #59 (Cont'd)

Scheub made a motion, seconded by Clay, to approve the following Vendor Qualification Affidavits. Motion passed 2-1, Commissioner DuPey abstain.

- MARIS ROOFING CO., INC.
- MR. SOFT CAR WASH
- HARRIS WELSH & LUKMANN
- E. STONE, INC.
- AMERICAN SCREENING CORP.
- CRAFT, KEN NLSS
- C & C SUPPLY, LLC
- ZELS LLC
- ORCHID CELLMARK INC.
- FOGLIA, WANDA
- MITIGATION CONSULTING (MICHAEL DENNIS)
- TACTICAL SOLUTIONS GROUP, INC.
- BAXTER PRINTING, INC.
- ENTERPRISE LEASING CO. OF CHICAGO
- ANCILLA SYSTEMS
- ARC BRIDGES, INC.
- BIBLEWAY COMMUNITY DEVELOPMENT CORP.
- BIZCO, INC.
- BOYS & GIRLS CLUBS OF NORTHWEST INDIANA, INC.
- CALUMET COLLEGE TRAUNCY TASK FORCE
- INDIANA BLACK EXPO, EAST CHICAGO CHAPTER
- GARY CITY COURT/SECOND CHANCE DRUG PROGRAM
- GARY COMMUNICTY HEALTH FOUNDATION
- GIRL SCOUTS F THE CALUMET COUNCIL
- GOLDEN RECOGNITION, INC.
- KLMS, INC.
- MENTAL HEALTH ASSOCIATION IN LAKE COUNTY
- MEREIMAGE, INC.
- METROPOLITAN OASIS CDC
- OUR FAMILY CENTER, INC.
- STEEL CITY SUPERSTARS
- THE HOUSING AUTHORITY OF THE CITY OF GARY, INDIANA
- CEDAR LAKE POLICE DEPARTMENT DARE PROGRAM
- TOWN OF HIGHLAND POLICE DEPARTMENT
- VETRONIX CORPORATION
- HOBART POLICE DEPARTMENT
- FAITH TEMPLE NEW CREATION CENTER
- SOUTHLAKE CENTER FOR MENTAL HEALTH
- EAST CHICAGO POLICE DEPARTMENT DARE
- GARY POLICE ATHLETIC LEAGUE

## Order#65 – Agenda #60

In the Matter of Service Agreements.

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

<b>L.C. ADMINISTRATOR</b>	<b>W/</b>	Word Systems
<b>L.C. BOARD OF COMMISSIONERS</b>	<b>W/</b>	Aramark Uniform Services
<b>L.C. CLERKS</b>	<b>W/</b>	Imaging Office Systems, Inc MTM Inc.
<b>L.C. CORONER</b>	<b>W/</b>	Sourceone Healthcare
<b>L.C. CRIMINAL COURT</b>	<b>W/</b>	McShanes
<b>L.C. BOARD OF ELECTIONS &amp; REG.</b>	<b>W/</b>	Microvote General Corp.
<b>LC. HIGHWAY DEPT.</b>	<b>W/</b>	Culligan water Conditioning, Inc.
<b>L.C. JUVENILE DIVISION</b>	<b>W/</b>	Adam Remco, Inc.
<b>L.C. PRETRAIL RELEASE SERVICE</b>	<b>W/</b>	Cartronix, Inc.
<b>L.C. PROSECUTOR'S CHILD SUPPORT OFFICE</b>	<b>W/</b>	Chester Technologies, Inc.
<b>L.C. SHERIFF</b>	<b>W/</b>	Tri-Electronics Tri-Electronics The Tee Jay Service Enovation
<b>L.C. SUPERIOR COURT/CIVIL DIVISION</b>	<b>W/</b>	Tri-Electronics Word Systems Chester Technologies Medquist/Lanier Healthcare
<b>L.C. SURVEYOR</b>	<b>W/</b>	Advanced Imaging Solutions, Inc.

## Order#66 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolutions – Resolution No. 06-41, A Resolution of the County Council of Lake County, Indiana Regarding a Preliminary Determination to Issue Bonds and Related Matters.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-41, A Resolution of the County Council of Lake County, Indiana Regarding a Preliminary Determination to Issue Bonds and Related Matters. Motion passed 3-0.

**RESOLUTION NO. 06-41****A RESOLUTION OF THE COUNTY COUNCIL  
OF LAKE COUNTY, INDIANA REGARDING  
A PRELIMINARY DETERMINATION TO  
ISSUE BONDS AND RELATED MATTERS**

WHEREAS, the Board of Commissioners of Lake County, Indiana (the "County"), having examined the existing condition of the County's highway maintenance garage facilities and having examined preliminary cost estimates for the acquisition, construction, renovation, and/or equipping of a new highway department maintenance garage, including the costs of issuance of bonds on account thereof, concluding that the County has a need for the acquisition, construction, renovation, and/or equipping of a new highway department maintenance garage in or near the Town of Lowell (the "Garage"); and

WHEREAS, the County has insufficient funds available or provided in the existing budgets or tax levies that may be applied to the financing of such Garage, and that it will be necessary to authorize the issuance and sale of general obligation bonds to finance the cost of such Garage; and

WHEREAS, the Board of Commissioners has commissioned the preparation and development of a Site Master Plan and Schematic Building Design for the Garage (the "Site Plan"); and

WHEREAS, after reviewing the Site Plan, the Board of Commissioners is requesting the issuance and sale of general obligation bonds of the County, in an aggregate principal amount not to exceed Five Million dollars (\$5,000,000) (with such final amount to be conclusively determined prior to the closing of the bond issue in accordance with Indiana law and pursuant to the bond ordinance described below) for the purpose of paying the cost of the acquisition,

construction, renovation, and/or equipping of the Garage, together with expenses incidental thereto, including the cost of issuance of bonds on account thereof; and

WHEREAS, the County Council has duly advertised and held a public hearing pursuant to the provisions of Indiana Code 6-1.1-20-3.1, for the purpose of receiving public input prior to considering the adoption of a resolution making a preliminary determination to authorize and issue one or more series of general obligation bonds payable from ad valorem taxes levied upon all of the taxable property in the County to procure funds to be applied to the costs of the Garage; and

WHEREAS, the County Council has concluded, following the public hearing described above, that the Garage is necessary to provide adequate highway maintenance capacity for the County and that the acquisition, construction, renovation, and/or equipping of the Garage will be of public utility and benefit.

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

Section 1. The County Council hereby determines pursuant to Indiana Code 6-1.1-20-3.1 to issue and sell one or more series of negotiable general obligation bonds of the County payable from ad valorem taxes to be levied upon all of the taxable property located in the County in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) to procure funds to be applied to the costs of the acquisition, construction, renovation, and/or equipping of the Garage, together with all expenses necessarily incurred in connection with the proceedings relating thereto, including all expenses incurred in connection with the issuance of the bonds therefore. The maximum term of the bonds is expected not to exceed twenty (20) years; the maximum principal amount of the Bonds is expected not to exceed Five Million Dollars

(\$5,000,000); the interest rate on the Bonds is expected not to exceed eight percent (8%) per annum; and the total interest cost associated with the Bonds is expected not to exceed Three Million Dollars (\$3,000,000).

Section 2. The County Auditor is hereby authorized and directed to publish such notice as is required by the provisions of Indiana Code 6-1.1-20-3.1(3) of the preliminary determination to issue Bonds for purpose of financing the acquisition, construction, renovation and/or equipping of the Garage.

Section 3. This Resolution shall constitute a determination to issue such Bonds and to apply the proceeds thereof to the costs of the Garage, together with the payment of all costs incidental thereto, including the costs of issuing such bonds on account thereof, and the County Auditor is hereby authorized and directed to give notice as required by law, including without limitation the provisions of Indiana Code 6-1.1-20-5, of the determination to issue such Bonds, for the purposes determined by and set forth in this Resolution.

Section 4. The County Auditor is hereby authorized and directed to schedule a public hearing on the question of appropriating the proceeds of the Bonds for the purposes determined by and set forth in this Resolution which hearing shall be held at a meeting of this County Council, and the County Auditor is further authorized and directed to publish notice of such hearing at the time and in the manner provided by law, including without limitation, the provisions of Indiana Code 6-1.1-18-5.

The foregoing was passed by the County Council of Lake County, Indiana, this 14<sup>th</sup> day of March, 2006.

LAKE COUNTY COUNCIL

Elliie Stradler  
Dee Boyd  
Christine Lee  
Thomas Cosgrove  
Donald Stalter  
Tommy  
Sam Hamblan

ATTEST:

Peggy Shelby Kettner  
 Auditor  
 Lake County, Indiana

The foregoing Resolution was presented by me to the Board of Commissioners of Lake County at \_\_\_ o'clock \_\_m. on \_\_\_\_\_, 2006.

Peggy Shelby Kettner  
 Auditor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances Gubey  
Greg Schick  
 APPROVED THIS 17 DAY OF March 20 06



Order#67 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-22, Resolution Honoring the County Line Orchard.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-22, Resolution Honoring the County Line Orchard. Motion passed 3-0.

**RESOLUTION NO. 06-22**

**RESOLUTION HONORING THE COUNTY LINE ORCHARD**

- WHEREAS, County Line Orchard, a 90-acre Orchard located at 200 County Line Road, Hobart, Indiana is owned by David and Bonnie McAfee; and
- WHEREAS, the Orchard began in 1987 as a U-pick operation and now includes educational tours, a kids farm, an eight-acre corn maze, two haunted attractions, hayrides, and other family activities; and
- WHEREAS, County Line Orchard was named Farm Market of the Year at the North American Farmers' Direct Marketing Association annual conference.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council extends congratulations to County Line Orchard for being named the Farm Market of the Year at the North American Farmers' Direct Marketing Association annual conference; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the County Line Orchard.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

SO RESOLVED THIS 14th day of March, 2006.

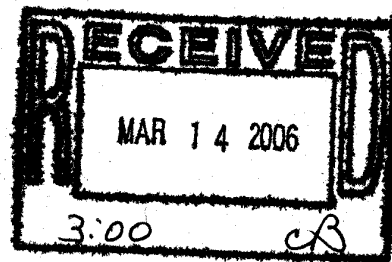
*Francis DuPey*  
*Greg Scheub*  
 APPROVED THIS 15 DAY OF March 20 06

WILL A. SMITH, JR., President

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

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

Members of the Lake County Council



Order#68 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-23, Resolution Honoring Bryan Chovanec State Champion Swimmer 50 Yard Freestyle.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-23, Resolution Honoring Bryan Chovanec State Champion Swimmer 50 Yard Freestyle. Motion passed 3-0.

**RESOLUTION NO. 06-23**

**RESOLUTION HONORING BRYAN CHOVANEC,  
STATE CHAMPION SWIMMER 50 YARD FREESTYLE**

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

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


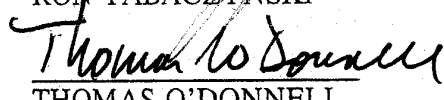
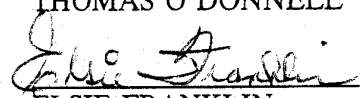
**WHEREAS,** Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and


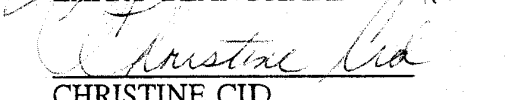
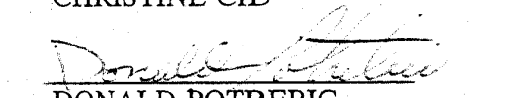
**WHEREAS,** BRYAN CHOVANEC of Munster High School won the 50 yard freestyle at the IHSAA Boys State Swimming and Diving Championships.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to BRYAN CHOVANEC for capturing first place in the 50 yard freestyle at the IHSAA Boys State Swimming and Diving Championships; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to BRYAN CHOVANEC.

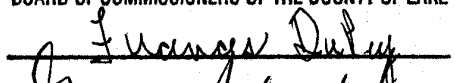
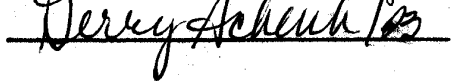
DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.

  
WILL A. SMITH, JR., President

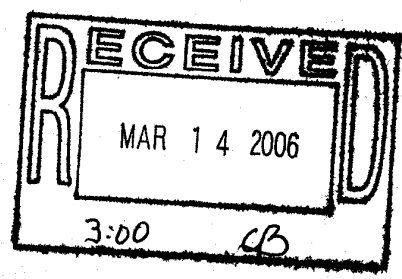
  
RON TABACZYNSKI  
  
THOMAS O'DONNELL  
  
ELSIE FRANKLIN

  
LARRY BLANCHARD  
  
CHRISTINE CID  
  
DONALD POTREBIC

Members of the Lake County Council  
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 15<sup>th</sup> DAY OF March 20 06





Order#69 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-24, Resolution Honoring Chris Morin, State Champion Swimmer 100 Yard Butterfly.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-24, Resolution Honoring Chris Morin, State Champion Swimmer 100 Yard Butterfly. Motion passed 3-0.

**RESOLUTION NO. 06-24**

**RESOLUTION HONORING CHRIS MORIN,  
STATE CHAMPION SWIMMER 100 YARD BUTTERFLY**

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

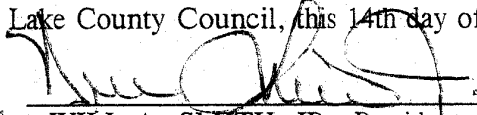
**WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

**WHEREAS,** CHRIS MORIN, a senior at Crown Point High School won the 100 yard butterfly at the IHSAA Boys State Swimming and Diving Championships.

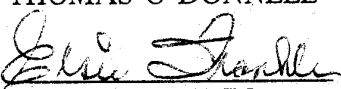
**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to CHRIS MORIN for capturing first place in the 100 yard butterfly at the IHSAA Boys State Swimming and Diving Championships; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to CHRIS MORIN.

DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.

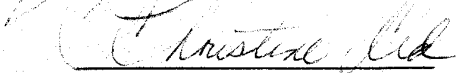
  
WILL A. SMITH, JR., President

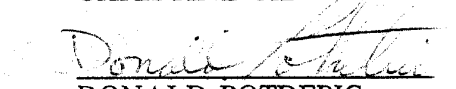
  
RON TABACZYNSKI

  
THOMAS O'DONNELL

  
ELSIE FRANKLIN

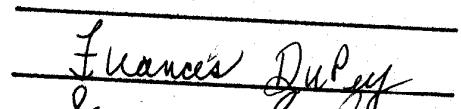
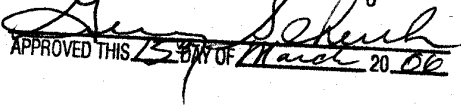
  
LARRY BLANCHARD

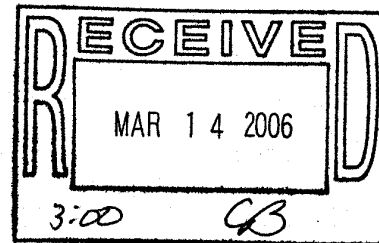
  
CHRISTINE CID

  
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
APPROVED THIS 15th DAY OF March 20 06



Order#70 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-25, Resolution Honoring Andrew Howe, Indiana State Wrestling Champion – 140 Pound Weight Division.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-25, Resolution Honoring Andrew Howe, Indiana State Wrestling Champion – 140 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 06-25**

**RESOLUTION HONORING ANDREW HOWE,  
INDIANA STATE WRESTLING CHAMPION - 140 POUND WEIGHT DIVISION**

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

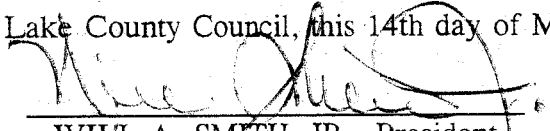
**WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

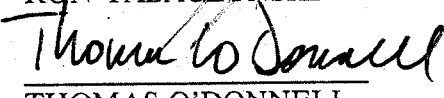
**WHEREAS,** ANDREW HOWE, of Hanover Central High School won the Indiana State Wrestling Championship - 140 Pound Weight Division.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ANDREW HOWE for capturing first place in the Indiana State Wrestling Meet - 140 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ANDREW HOWE.

DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.


  
WILL A. SMITH, JR., President

  
RON TABACZYNSKI

  
THOMAS O'DONNELL

  
ELSIE FRANKLIN

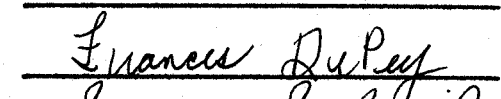
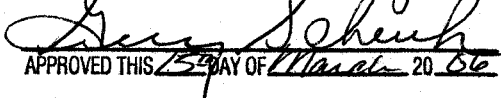
  
LARRY BLANCHARD

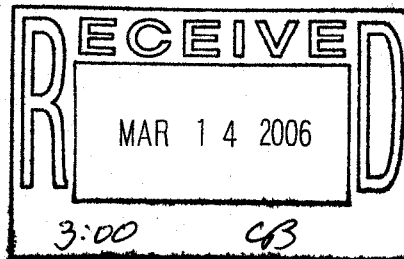
  
CHRISTINE CID

  
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
APPROVED THIS 15th DAY OF March 20 06



Order#71 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-26, Resolution Honoring Eric McGill, Indiana State Wrestling Champion – 125 Pound Weight Division.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-26, Resolution Honoring Eric McGill, Indiana State Wrestling Champion – 125 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 06-26**

**RESOLUTION HONORING ERIC MC GILL,  
INDIANA STATE WRESTLING CHAMPION - 125 POUND WEIGHT DIVISION**

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

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

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

**WHEREAS,** ERIC MC GILL, of Munster High School won the Indiana State Wrestling Championship - 125 Pound Weight Division.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to ERIC MC GILL for capturing first place in the Indiana State Wrestling Meet - 125 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to ERIC MC GILL.

DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.

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

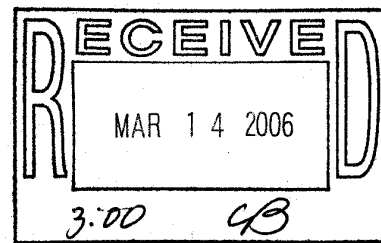
*Ron Tabaczynski*  
RON TABACZYNSKI  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*Elsie Franklin*  
ELSIE FRANKLIN

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

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuPey*  
*Greg Scheub*  
APPROVED THIS 17 DAY OF March 20 06



Order#72 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-27, Resolution Honoring Javier Salas, Indiana State Wrestling Champion – 119 Pound Weight Division.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-27, Resolution Honoring Javier Salas, Indiana State Wrestling Champion – 119 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 06-27**

**RESOLUTION HONORING JAVIER SALAS,  
INDIANA STATE WRESTLING CHAMPION - 119 POUND WEIGHT DIVISION**

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

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

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

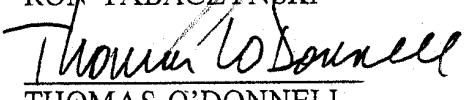
**WHEREAS,** JAVIER SALAS, of Merrillville High School won the Indiana State Wrestling Championship - 119 Pound Weight Division.

**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to JAVIER SALAS for capturing first place in the Indiana State Wrestling Meet - 119 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to JAVIER SALAS.

DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.

  
WILL A. SMITH, JR., President

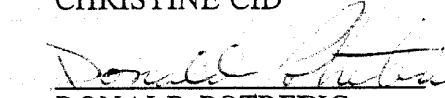
  
RON TABACZYNSKI

  
THOMAS O'DONNELL

  
ELSIE FRANKLIN

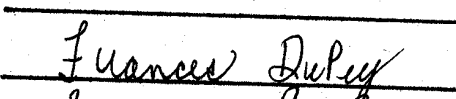
  
LARRY BLANCHARD

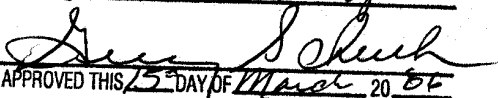
  
CHRISTINE CID

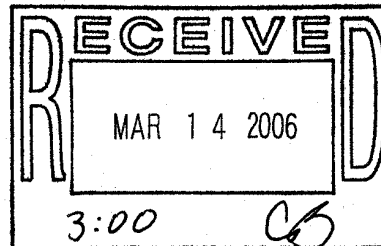
  
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
FRANCES DUPUY

  
GARY SCHEUB  
APPROVED THIS 15 DAY OF March 20 06



Order#73 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-28, Resolution Honoring Dexter Larimore, Indiana State Wrestling Champion – 275 Pound Weight Division.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-28, Resolution Honoring Dexter Larimore, Indiana State Wrestling Champion – 275 Pound Weight Division. Motion passed 3-0.

**RESOLUTION NO. 06-28**

**RESOLUTION HONORING DEXTER LARIMORE,  
INDIANA STATE WRESTLING CHAMPION - 275 POUND WEIGHT DIVISION**

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

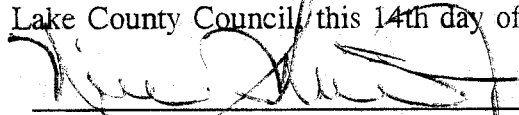
**WHEREAS,** Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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

**WHEREAS,** DEXTER LARIMORE, of Merrillville High School won the Indiana State Wrestling Championship - 275 Pound Weight Division.

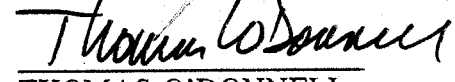
**NOW, THEREFORE, LET IT BE RESOLVED** that the Lake County Council, and all citizens of Lake County extend congratulations and praise to DEXTER LARIMORE for capturing first place in the Indiana State Wrestling Meet - 275 Pound Weight Division; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to DEXTER LARIMORE.

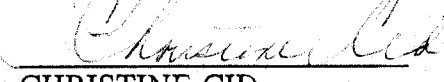
DULY ADOPTED by the Lake County Council, this 14th day of March, 2006.

  
WILL A. SMITH, JR., President

  
RON TABACZYNSKI

  
LARRY BLANCHARD

  
THOMAS O'DONNELL

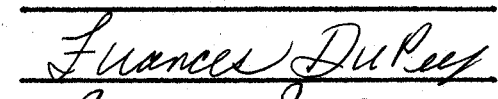
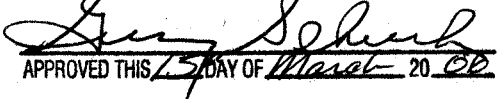
  
CHRISTINE CID

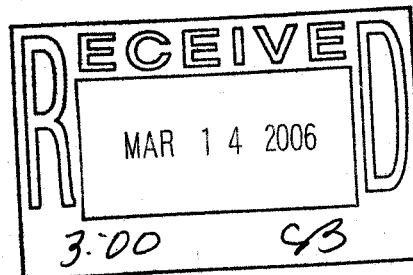
  
ELSIE FRANKLIN

  
DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
APPROVED THIS 15 DAY OF March 20 06



Order#74 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-29, Resolution Declaring March, 2006 Developmental Disability Awareness Month.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-29, Resolution Declaring March, 2006 Developmental Disability Awareness Month. Motion passed 3-0.

RESOLUTION NO. 06-29

RESOLUTION DECLARING MARCH, 2006  
DEVELOPMENTAL DISABILITY AWARENESS MONTH

WHEREAS, the month of March, 2006, has been designated as “Developmental Disability Awareness Month” to celebrate and recognize people with developmental disabilities by the Governor of the State of Indiana; and

WHEREAS, developmental disability is a natural part of the human experience and in no way diminishes the right of individuals with developmental disabilities to live independently, enjoy self-determination, make choices, contribute to society and experience full in the economic, political, social, cultural and educational mainstream of American society; and

WHEREAS, family members, friends and members of the community can play a central role in enhancing the lives of people with developmental disabilities especially when the family and community are provided with necessary support services; and public and private employers are aware of the capabilities of people with developmental disabilities to be engaged in competitive work in inclusive settings; and

WHEREAS, the goals of this county and state properly include providing individuals with developmental disabilities the opportunities and support to make informed choices and decisions; live in homes and communities where such individuals can exercise their full rights and responsibilities as citizens; pursue meaningful and productive lives; contribute to their family, community, State and Nation; have interdependent friendships and relationships with others; and achieve full inclusion in society.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Frances DuPey*  
\_\_\_\_\_  
APPROVED THIS 15<sup>th</sup> DAY OF March 20 06

NOW, THEREFORE, WE, THE LAKE COUNTY COUNCIL, OF LAKE COUNTY, INDIANA, do hereby proclaim the month of March, 2006 as

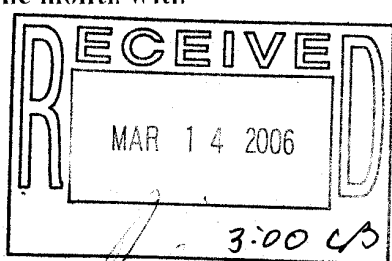
DEVELOPMENTAL DISABILITY AWARENESS MONTH

*Greg Scheub*  
\_\_\_\_\_  
APPROVED THIS 15<sup>th</sup> DAY OF March 20 06

in the County of Lake, and call upon citizens of Lake County to observe the month with appropriate programs and activities.

SO ORDAINED THIS 14<sup>th</sup> day of March, 2006

*Wiel A. Smith, Jr.*  
\_\_\_\_\_  
WIEL A. SMITH, JR., President



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

*Christine CID*  
\_\_\_\_\_  
CHRISTINE CID  
*Donald Potrebic*  
\_\_\_\_\_  
DONALD POTREBIC  
*Larry Blanchard*  
\_\_\_\_\_  
LARRY BLANCHARD

Member of the Lake County Council

Order#75 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Ordinance No. 1270A-4, Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Ordinance No. 1270A-4, Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2006, Ordinance No. 1270A. Motion passed 3-0.

ORDINANCE NO. 1270A-4

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

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

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


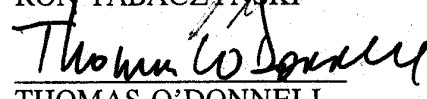

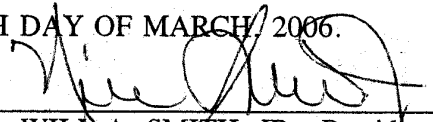

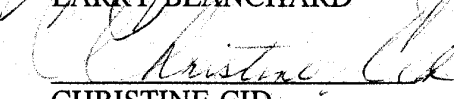

**NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:**

That the following section be added and adopted as follows:

Section III.

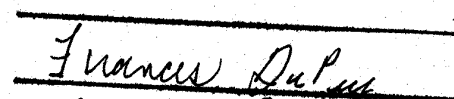
- 9. Health Department
  - c. Special Projects Coordinator \$15.00/hr.

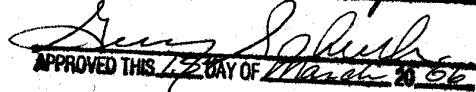
SO ORDAINED THIS 14TH DAY OF MARCH, 2006.

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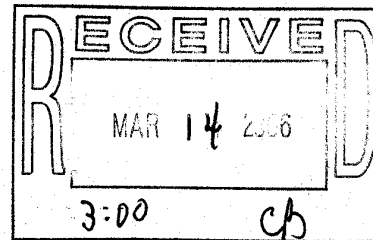
Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
Francis DuPey

  
Gary Scheub

APPROVED THIS 12 DAY OF March 20 06



Order#76 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-30, Resolution Authorizing the Lake County Board of Commissioners to File an Annual Consolidation Plan and Execute a Grant Agreement with the U.S. Department of Housing and Urban Development for \$2,020,470.00 for Fiscal Year 2006 Funding to Lake County.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-30, Resolution Authorizing the Lake County Board of Commissioners to File an Annual Consolidation Plan and Execute a Grant Agreement with the U.S. Department of Housing and Urban Development for \$2,020,470.00 for Fiscal Year 2006 Funding to Lake County. Motion passed 3-0.

**RESOLUTION NO. 06-30**

**RESOLUTION AUTHORIZING THE LAKE COUNTY BOARD OF COMMISSIONERS TO FILE AN ANNUAL CONSOLIDATION PLAN AND EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR \$2,020,470.00 FOR FISCAL YEAR 2006 FUNDING TO LAKE COUNTY**

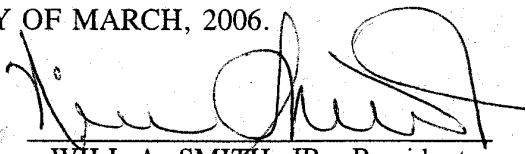
**WHEREAS,** Lake County, Indiana, is qualified as an Urban County for entitlement funding under the Community Development Block Grant (CDBG) Program provided under the Housing and Community Development Act of 1974 as amended, and the HOME Investment Partnership (HOME) Program enacted under Title II of the Cranston Gonzales National Affordable Housing Act of 1990; and

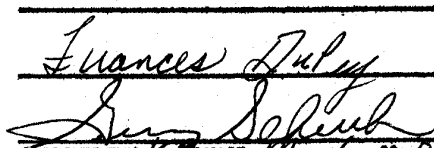
**WHEREAS,** Lake County is preparing to submit its Annual Consolidated Plan which is required by the U.S. Department of Housing and Urban Development for continued CDBG, HOME and other housing related funding; and

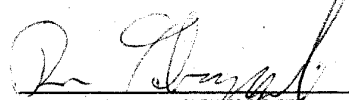
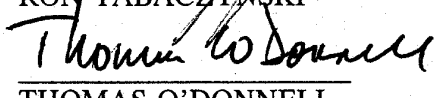
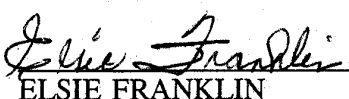
**WHEREAS,** it is in the best interest of the citizens of Lake County that it should prepare this Annual Consolidated Plan and obtain these funds.

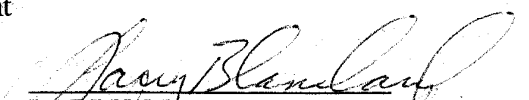
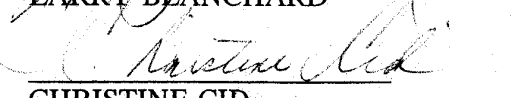

NOW, THEREFORE, LET IT BE RESOLVED, by the Lake County Council that the Lake County Board of Commissioners is authorized to file an Annual Consolidated Plan and execute a grant agreement with the U.S. Department of Housing and Urban Development for \$2,020,470.00 representing Fiscal Year 2006 funding to the County.

DATED THIS 14TH DAY OF MARCH, 2006.

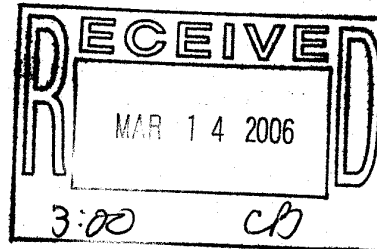
  
WILL A. SMITH, JR., President

  
APPROVED THIS 15th DAY OF March 20 06

  
RON TABACZYNSKI  
  
THOMAS O'DONNELL  
  
ELSIE FRANKLIN

  
LARRY BLANCHARD  
  
CHRISTINE CID  
  
DONALD POTREBIC

Members of the Lake County Council





Order#77 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-31, Resolution Requesting the Indiana Department of Local Government Finance to Reduce Line 11 and the Tax Levy in the Lake County, Indiana Budget for 2006.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-31, Resolution Requesting the Indiana Department of Local Government Finance to Reduce Line 11 and the Tax Levy in the Lake County, Indiana Budget for 2006. Motion passed 3-0.

RESOLUTION NO. 06-31

RESOLUTION REQUESTING THE INDIANA DEPARTMENT OF LOCAL GOVERNMENT FINANCE TO REDUCE LINE 11 AND THE TAX LEVY IN THE LAKE COUNTY, INDIANA BUDGET FOR 2006

**WHEREAS,** on September 6, 2005, the Lake County Council adopted the budget for Lake County, Indiana, for the calendar year 2006 which included the Welfare Family and Children Fund (State No. 0843/County No. 168); and

**WHEREAS,** on March 2, 2006, the Lake County Council received Form 1782 from the Indiana Department of Local Government Finance for Welfare Family and Children Fund (State No. 0843/County No. 168) in the 2006 Budget; and

**WHEREAS,** the Lake County Council requests that the Indiana Department of Local Government Finance reduce Line 11 (Operating Balance) in the Welfare Family and Children Fund (State No. 0843/County No. 168) by \$3,000,000.00 from the current amount of \$28,136,076.00 to \$25,136,076.00, and that the tax levy for Lake County be reduced by \$3,000,000.00 to correspond with the reduction of the operating balance in Line 11, in the 2006 Budget.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Indiana Department of Local Government Finance reduce Line 11 (Operating Balance) in the Welfare Family and Children Fund (State No. 0843/County No. 168) by \$3,000,000.00 from the \$28,136,076.00 to \$25,136,076.00, and that the levy be reduced by \$3,000,000.00 to correspond with the reduction of the operating balance, in the Lake County, Indiana 2006 Budget.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

That the Resolution is submitted to the Department of Local Government Finance with unanimous support of the Lake County Council, to be ratified at the next public meeting, March 14, 2006.

*Frances DuPey*

*James Scheub*  
APPROVED THIS 15<sup>th</sup> DAY OF March 20 06

SO RESOLVED THIS 14<sup>th</sup> DAY OF MARCH, 2006.

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

*Ron Tabaczynski*  
RON TABACZYNSKI

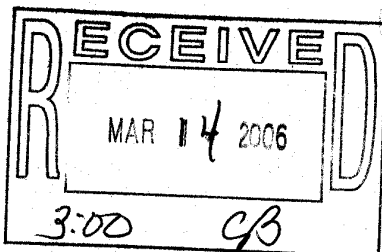
*Thomas O'Donnell*  
THOMAS O'DONNELL

*Elsie Franklin*  
ELSIE FRANKLIN

*Larry Blanchard*  
LARRY BLANCHARD

*Christine CID*  
CHRISTINE CID

*Donald Potrebic*  
DONALD POTREBIC



Order#78 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-32, Resolution Permitting the Lake County Board of Commissioners to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-32, Resolution Permitting the Lake County Board of Commissioners to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-32**

**RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF COMMISSIONERS TO PAY AN OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

**WHEREAS**, the Lake County Board of Commissioners, is currently operating in the 2006 Budget; and

**WHEREAS**, the following invoice/debt incurred in the Budget year of 2005, has not been paid:

001-3000-43240 - Telephone  
SBC \$ 560.00

**WHEREAS**, the Lake County Council desires to pay the above invoice/debt due.

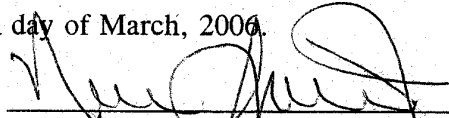
NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

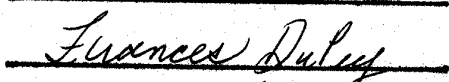

That the following 2005 expense shall be paid from the Lake County Board of Commissioners' 2006 Budget:

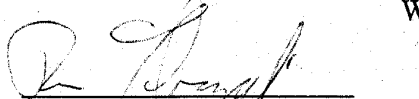
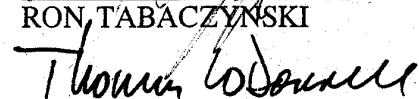
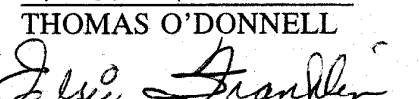
001-3000-43240 - Telephone  
SBC \$ 560.00

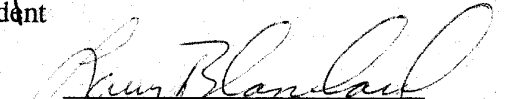

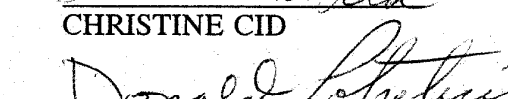
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

SO RESOLVED THIS 14th day of March, 2006.

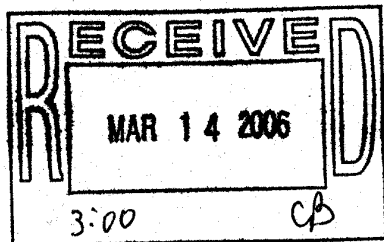
  
WILL A. SMITH, JR., President

  
  
APPROVED THIS 12 DAY OF March 2006

  
RON TABACZYNSKI  
  
THOMAS O'DONNELL  
  
ELSIE FRANKLIN

  
LARRY BLANCHARD  
  
CHRISTINE CID  
  
DONALD POTREBIC

Members of the Lake County Council



Order#79 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-33, Resolution Permitting the Lake County Board of Commissioners to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-33, Resolution Permitting the Lake County Board of Commissioners to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-33**

**RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF COMMISSIONERS TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

**WHEREAS**, the Lake County Board of Commissioners, is currently operating in the 2006 Budget; and

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

<u>001-2900-43320</u>	-	<u>Advertising</u>
The Times		\$ 100.00
The Times		2105.81
Post Tribune		<u>2498.82</u>
		\$4704.63

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

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2005 expenses shall be paid from the Lake County Board of Commissioners' 2006 Budget:

<u>001-2900-43320</u>	-	<u>Advertising</u>
The Times		\$ 100.00
The Times		2105.81
Post Tribune		<u>2498.82</u>
		\$4704.63

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey

George Scheub  
APPROVED THIS 15 DAY OF March 2006

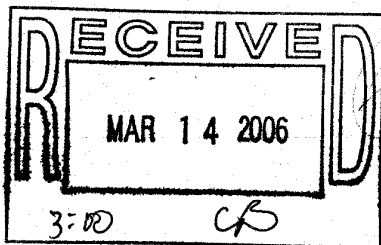
SO RESOLVED THIS 14th day of March, 2006

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

Ron Tabaczynski  
RON TABACZYNSKI

Thomas O'Donnell  
THOMAS O'DONNELL

Elsie Franklin  
ELSIE FRANKLIN



Larry Blanchard  
LARRY BLANCHARD

Christine CID  
CHRISTINE CID

Donald Potrebic  
DONALD POTREBIC

Members of the Lake County Council

Order#80 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-34, Resolution Permitting the Lake County Community Corrections to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-34, Resolution Permitting the Lake County Community Corrections to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-34**

**RESOLUTION PERMITTING THE LAKE COUNTY  
COMMUNITY CORRECTIONS TO PAY AN  
OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

**WHEREAS,** the Lake County Community Corrections is currently operating in the 2006 Budget; and

**WHEREAS,** the following invoice/debt incurred in the Budget year of 2005, has not been paid:

<u>140-4010-43190</u>	<u>Other Professional Services</u>
Southlake Center for Mental Health	\$ 9,600.00

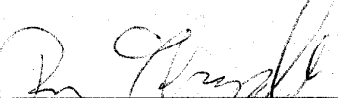
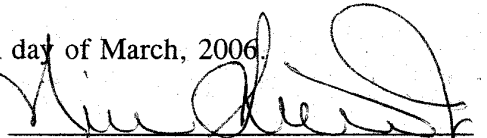

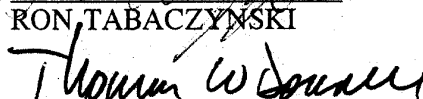

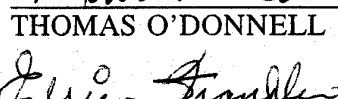

**WHEREAS,** the Lake County Council desires to pay the above invoice/debt due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

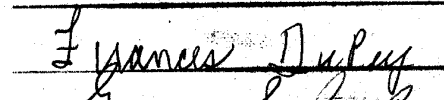
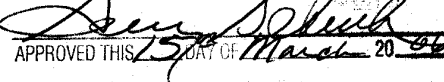
That the following 2005 expense shall be paid from the Lake County Community Correction's 2006 Budget:

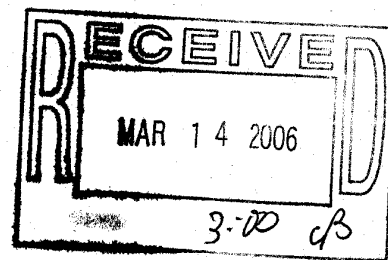
<u>140-4010-43190</u>	<u>Other Professional Services</u>
Southlake Center for Mental Health	\$ 9,600.00

SO RESOLVED THIS 14th day of March, 2006.

 RON TABACZYNSKI	 WILL A. SMITH, JR., President	 LARRY BLANCHARD
 THOMAS O'DONNELL		 CHRISTINE CID
 ELSIE FRANKLIN		 DONALD POTREBIC

Members of the Lake County Council  
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
APPROVED THIS 15th DAY OF March 20 06



Order#81 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-35, Resolution Permitting the Calumet Township Assessor to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-35, Resolution Permitting the Calumet Township Assessor to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-35**

**RESOLUTION PERMITTING CALUMET TOWNSHIP ASSESSOR TO PAY AN OUTSTANDING 2005 INVOICE/DEBT FROM THE 2006 BUDGET**

**WHEREAS,** the Calumet Township Assessor is currently operating in the 2006 Budget; and

**WHEREAS,** the following invoice/debt incurred in the Budget year of 2005 has not been paid:

<u>001-1000-43190</u>	<u>Other Professional Services</u>
Dock McDowell, Jr.	\$ 6,959.12


**WHEREAS,** the Calumet Township Assessor desires to pay the above invoices/debts due.

**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

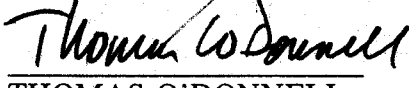
That the Calumet Township Assessor shall pay from its 2006 Budget the following invoice/debt incurred 2005:

<u>001-1000-43190</u>	<u>Other Professional Services</u>
Dock McDowell, Jr.	\$ 6,959.12

SO RESOLVED THIS 14th DAY OF MARCH, 2006

  
 WILL A. SMITH, JR., President

  
 RON TABACZYNSKI

  
 THOMAS O'DONNELL

  
 ELSIE FRANKLIN

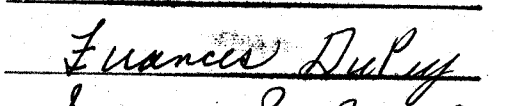
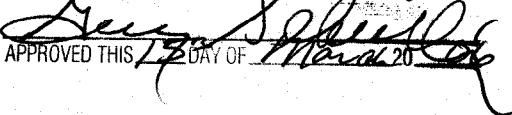
  
 LARRY BLANCHARD

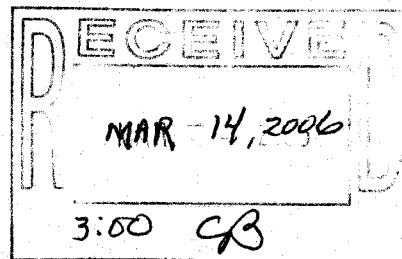
  
 CHRISTINE CID

  
 DONALD POTREBIC

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
  
 APPROVED THIS 17 DAY OF March 2006



Order#82 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-37, Resolution Permitting the Health Department to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-37, Resolution Permitting the Health Department to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-37**

**RESOLUTION PERMITTING THE HEALTH DEPARTMENT TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

**WHEREAS,** the Health Department is currently operating in the 2006 Budget; and

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

<u>105-5130-41193</u>	-	<u>Compensation Board</u>
Thaddeus F. Radziwiecki, D.P.M.	\$	300.00
Lee Strawhun		300.00
Deborah S. Krejci, R.N.		300.00
Debbie Terpstra, R.N.		300.00
Mark VanBuskirk, D.D.S.		300.00
Arlene Conaway		300.00
Richard J. Krejsa, D.O.		300.00

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

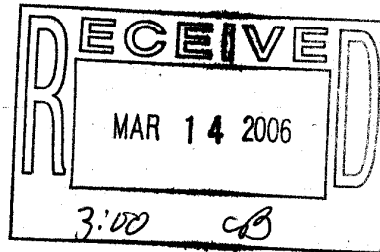
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

That the following 2005 expenses shall be paid from the Health Department's 2006 Budget:

<u>105-5130-41193</u>	-	<u>Compensation Board</u>
Thaddeus F. Radziwiecki, D.P.M.	\$	300.00
Lee Strawhun		300.00
Deborah S. Krejci, R.N.		300.00
Debbie Terpstra, R.N.		300.00
Mark VanBuskirk, D.D.S.		300.00
Arlene Conaway		300.00
Richard J. Krejsa, D.O.		300.00

*Francis D. DuPey*  
*Greg Scheub*  
 APPROVED THIS 15 DAY OF March, 2006



SO RESOLVED THIS 14th day of March, 2006.

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

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

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

Members of the Lake County Council

Order#83 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-38, Resolution Permitting the Office of the Public Defender to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-38, Resolution Permitting the Office of the Public Defender to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-38**

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

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

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

General Fund 001 - Line Item 43190 - Other Professional Service	
Inga D. Lewis	\$ 732.00
Yolanda Holden	4,110.00
Logan-Tinae Thomas	678.00
Derla R. Gross	1,800.00
Bruce D. Parent	<u>882.00</u>
	\$ 8,202.00

General Fund 001 - Line Item 43235 - Travel-Mileage	
Avis Williams	\$ 140.65

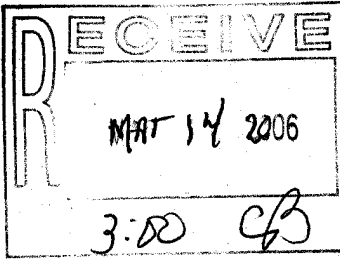
**WHEREAS**, the Lake County Council desires to transfer funds and pay the above invoices/debts due. BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

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

General Fund 001 - Line Item 43190 - Other Professional Service	
Inga d. Lewis	\$ 732.00
Yolanda Holden	4,110.00
Logan-Tinae Thomas	678.00
Derla R. Gross	1,800.00
Bruce D. Parent	<u>882.00</u>
	\$ 8,202.00
General Fund 001 - Line Item 43235 - Travel-Mileage	
Avis Williams	\$ 140.65

*Frances DuPey*  
*George Scheub*  
 APPROVED THIS 15 DAY OF March 20 06



SO RESOLVED THIS 14TH day of March, 2006.

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

*Ron Tabaczynski*  
 RON TABACZYNSKI

*Thomas O'Donnell*  
 THOMAS O'DONNELL

*Elsie Franklin*  
 ELSIE FRANKLIN

*Larry Blanchard*  
 LARRY BLANCHARD

*Christine CID*  
 CHRISTINE CID

*Donald Potrebic*  
 DONALD POTREBIC

Members of the Lake County Council

Order#84 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-39, Resolution Permitting the Lake County Assessor to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-39, Resolution Permitting the Lake County Assessor to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-39**

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

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

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

<u>001-0900-43190</u>	<u>Other Professional Services</u>
Laszlo and Popp, PC	\$ 14,087.94
Parker, Poe, Adams and Bernstein, LLP	54,274.75


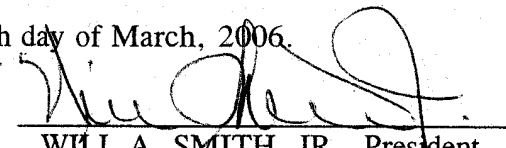

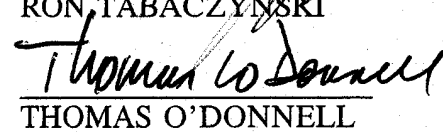
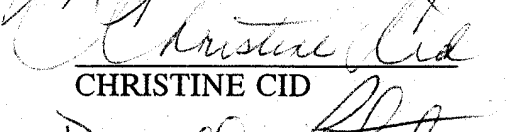

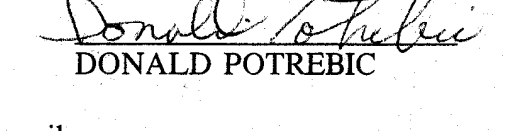
**WHEREAS,** the Lake County Council desires to pay the above invoices/debts due.

**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

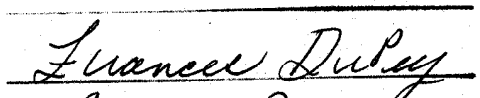
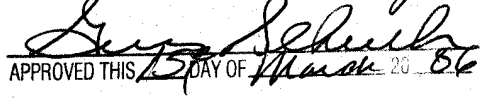
That the following 2005 expenses shall be paid from the Lake County Assessor's 2006 Budget:

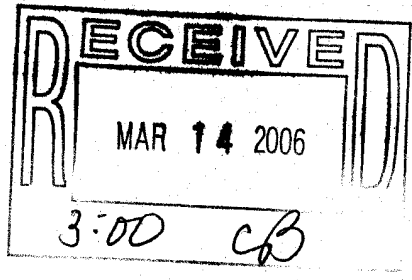
<u>001-0900-43190</u>	<u>Other Professional Services</u>
Laszlo and Popp, PC	\$ 14,087.94
Parker, Poe, Adams and Bernstein, LLP	54,274.75

SO RESOLVED THIS 14th day of March, 2006.

 _____ RON TABACZYNSKI	 _____ WILL A. SMITH, JR., President	 _____ LARRY BLANCHARD
 _____ THOMAS O'DONNELL		 _____ CHRISTINE CID
 _____ ELSIE FRANKLIN		 _____ DONALD POTREBIC

Members of the Lake County Council  
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

  
\_\_\_\_\_  
  
\_\_\_\_\_  
APPROVED THIS 15th DAY OF March 20 06





Order#85 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-36, Resolution Permitting the Lake County Sheriff to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-36, Resolution Permitting the Lake County Sheriff to pay an Outstanding 2005 Invoice/Debts from the 2006 Budget. Motion passed 3-0.

**RESOLUTION NO. 06-36**

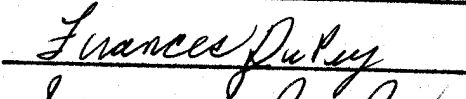
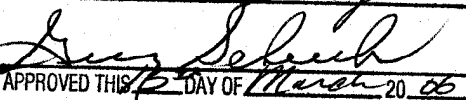
**RESOLUTION PERMITTING LAKE COUNTY SHERIFF TO PAY OUTSTANDING 2005 INVOICES/DEBTS FROM THE 2006 BUDGET**

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

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

<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Care Pharmaceutical	\$ 254,063.69
Methodist Hospital (SL)	24,506.50
Methodist Emergency	2,192.00
Obstetrical Care	2,418.25
Methodist Pathology	117.70
NW Indiana Radiology	1,074.67

<u>001-3100-42250</u>	<u>Health Care &amp; Institutional Supplies</u>
Orthopaedics Inc, Inc.	\$ 332.88
Southlake Ear, Nose	627.66
SAMC Emergency room	692.80
Cardiovascular Clinic	400.00
Neuroscience Institute	210.00

<u>001-3100-43190</u>	<u>Other Professional Services</u>	
Methodist Cardiographics	\$ 44.00	<small>BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE</small>   <small>APPROVED THIS 15 DAY OF March 20 06</small>
Neurological & Spinal Surg.	72.00	
Tajideem Ogbara	200.00	
St. Anthony Medical Center	9,219.42	
Thyroid Diabetes	350.00	
<b>TOTAL:</b>	<b>\$ 296,521.57</b>	

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

**NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:**

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


<u>001-3100-43120</u>	<u>Medical and Hospital Services</u>
Care Pharmaceutical	\$ 254,063.69
Methodist Hospital (SL)	24,506.50
Methodist Emergency	2,192.00
Obstetrical Care	2,418.25
Methodist Pathology	117.70
NW Indiana Radiology	1,074.67

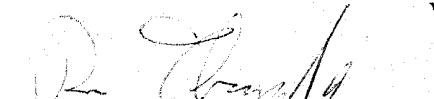
<u>001-3100-42250</u>	<u>Health Care &amp; Institutional Supplies</u>
Orthopaedics Inc, Inc.	\$ 332.88
Southlake Ear, Nose	627.66
SAMC Emergency room	692.80
Cardiovascular Clinic	400.00
Neuroscience Institute	210.00

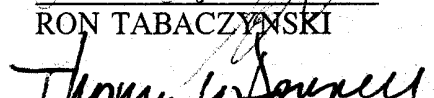
<u>001-3100-43190</u>	<u>Other Professional Services</u>
Methodist Cardiographics	\$ 44.00
Neurological & Spinal Surg.	72.00
Tajideem Ogbara	200.00
St. Anthony Medical Center	9,219.42
Thyroid Diabetes	350.00

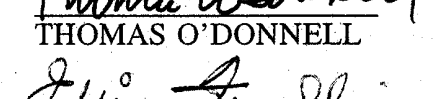
TOTAL: \$ 296,521.57

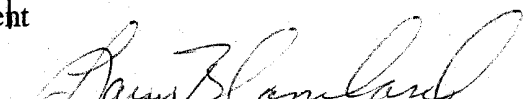
SO RESOLVED THIS 14th DAY OF MARCH, 2006.

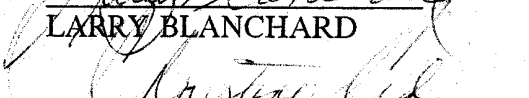
  
 WILL A. SMITH, JR., President

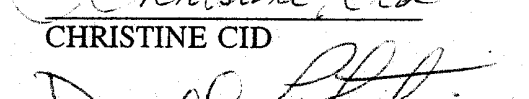
  
 RON TABACZYNSKI

  
 THOMAS O'DONNELL

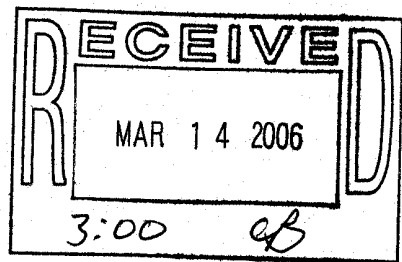
  
 ELSIE FRANKLIN

  
 LARRY BLANCHARD

  
 CHRISTINE CID

  
 DONALD POTREBIC

Members of the Lake County Council



Order#86 – Agenda #61

In the Matter of L.C. Council Ordinances and Resolution – Resolution No. 06-40, Resolution Opposing U.S. House Bill H.R. 4437, The Border Protection Antiterrorism and Illegal Immigrant Control Act of 2005”.

DuPey made a motion, seconded by Scheub, to approve the L.C. Council Resolution No. 06-40, Resolution Opposing U.S. House Bill H.R. 4437, The Border Protection Antiterrorism and Illegal Immigrant Control Act of 2005”. Motion passed 3-0.

RESOLUTION 06-40

A RESOLUTION OPPOSING U.S. HOUSE BILL H.R. 4437,  
THE BORDER PROTECTION ANTITERRORISM AND ILLEGAL IMMIGRANT  
CONTROL ACT OF 2005”.

WHEREAS, on December 16, 2005, the United States Congressional House of Representatives approved the “Border Protection, Antiterrorism and Illegal Immigration Act of 2005” (H.R. 4437), also known as the Sensenbrenner-King Bill; and

WHEREAS, H.R. 4437 criminalizes the mere presence of an alien without valid immigration status, thereby causing 11 million undocumented immigrants, including 1.5 million children, currently living and working in the United States to be guilty of a federal felony; and

WHEREAS, H.R. 4437 broadly defines “smuggling” thereby allowing the federal government to prosecute almost any American, including religious personnel, having casual contact with an undocumented immigrant; and

WHEREAS, H.R. 4437 could potentially make criminals out of church groups providing food, shelter, or other assistance to undocumented immigrants, social workers assisting undocumented workers who are victims of domestic abuse, co-workers giving an undocumented immigrant a ride to work, and an American citizen living with a spouse who is an undocumented immigrant; and

WHEREAS, H.R. 4337 would make felons of officers and staff of civic groups that aid undocumented workers, thereby criminalizing many of its members and making it impossible for them to adjust their status; and

WHEREAS, H.R. 4337 also eliminates judicial oversight of delays in the naturalization process and allows the federal government to use subjective and secretive information to bar legal immigrants from becoming United States citizens; and

WHEREAS, such distinguished and diverse groups such as the United States Conference of Catholic Bishops, the United States Chamber of Commerce, the Associated General Contractors of America, ACLU, MALDEF, LULAC, NALEO, LCLAA, NCLR, the United Hispanic Chamber of Commerce, the United Farm Workers, the United States Hispanic Leadership Institute, Catholic Charities USA, American Amnesty, Hispanics of Northwest Indiana, Union Benefica Mexícan, Hispanic Voices, Hijos de Borinquen, and the Hispanic Women’s Forum of Northwest Indiana have stated their clear opposition to H.R. 4337; and

WHEREAS, on Friday, March 10, 2006, over 100,000 people from various parts of lake County, Indiana, the United States of American, and the world at large, marched in Chicago, Illinois to oppose H.R. 4437; and

WHEREAS, Lake County, Indiana is a proud community founded, built, and home to immigrants of all races and ethnicities; and

WHEREAS, this resolution constitutes an emergency measure for the immediate preservation of public peace, property, health and safety, now, therefore,

BE IT RESOLVED BY THE LAKE COUNTY COUNCIL;

That the Lake County Council hereby strongly opposes the Sensenbrenner-King Bill (H.R. 4337) and any other similar bills, which would frustrate the dreams of honest, hard-working immigrants seeking to become full residents of our community and a part of the American dream.

That the Lake County Council will immediately transmit copies of this resolution to U.S. Senators Richard Lugar and Evan Bayh urging them to defeat this bill, and a similar copy sent to President George W. Bush asking him to veto this bill should it pass the U.S. Senate.

That this resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately upon its adoption by a majority of the Lake County Council.

ADOPTED this the 14<sup>th</sup> day of March, 2006.

ASSEST:

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

*Ron Tabaczynski*  
RON TABACZYNSKI

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Elsie Franklin*  
ELSIE FRANKLIN

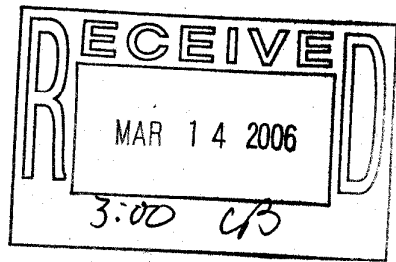
LARRY BLANCHARD  
*Christine CID*  
CHRISTINE CID

*Donald Potrebic*  
DONALD POTREBIC

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*James Dupuy*

*Greg Schuch*  
APPROVED THIS 17<sup>th</sup> DAY OF March 20 06



Order#87 – Agenda #62A

In the Matter of Appointments: Lake County Redevelopment Authority.

Scheub made a motion, seconded by DuPey, to reappoint Frances DuPey, Stan Sims, and Lawrence Cak to the Lake County Redevelopment Authority. Motion passed 3-0.

Order#88 – Agenda #62B

In the Matter of Appointments: Lake County Library Board.

DuPey nominated Gregory Sanchez for the Lake County Library Board.

Scheub nominated Dane Radoja for the Lake County Library Board.

DuPey made a motion, seconded by Clay, to approve Gregory Sanchez to the Lake County Library Board. Motion Passed 3-0.

Order#89 – Agenda #62C

In the Matter of Appointments: Lake County Workforce Development.

Scheub made a motion, seconded by DuPey, to appoint Richard LaMere Sr. to the Lake County Workforce Development. Motion passed 3-0.

Order#90 – Agenda #63A

In the Matter of Clerk's Branches Report for the months of October, November & December, 2005 and January 2006.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of October, November & December, 2005 and January 2006. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

DuPey made a motion, seconded by Scheub, to accept the above Clerk's Branches Reports of October, November & December, 2005 and January 2006 as submitted. Motion passed 3-0.

Order#91 – Agenda #63B

In the Matter of Treasurer's Report for the months of September & October, 2005.

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

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

Order#92 – Agenda #63C

In the Matter of Weights and Measures Report for period of January 16, 2006 – February 15, 2006.

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 01/16/06 – 02/15/06. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

DuPey made a motion, seconded by Scheub, to accept the above Weights and Measures Reports of 01/16/06 – 02/15/06 as submitted. Motion passed 3-0.

Order#93

In the Matter of Board of Finance Meeting.

The meeting was held directly after the Board of Commissioners' Meeting on March 15, 2006.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, March 15, 2006 at 10:00 A.M.

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

\_\_\_\_\_  
RUDOLPH CLAY, PRESIDENT

\_\_\_\_\_  
FRANCES DUPEY

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

ATTEST:

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PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR