

The Board met in due form with the following members present: Roosevelt Allen, Jr., 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 7th day of August, 2006 at about 10:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 7th day of August, 2006 at about 10:45 a.m.

Councilman Will Smith Jr. addressed the issue of Contracts for Office Supplies.

Order#1 – Agenda #5A

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

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

Order#2 – Agenda #5B

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

Allen made a motion, seconded by DuPey, to approve the Additions – Item# 8A – Emergency at the Hammond Courthouse concerning the Air Conditioning System; Item#8B – Proposal from A.B.C. Alarm Corporation for the Replacement of the Alarm Control panel and Duct Detection Sensors at the East Chicago Courthouse in the amount of \$6,495.00 to be ratified; Item #10A – Agreement between Ellas Construction Company, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Rehabilitation of Lake County Bridge No. 143, Kennedy Avenue over Little Calumet River; Item #19A – Vendor Qualification Affidavit for the Lake County Highway Department with Dugan Investments, Inc. dba Fisher Associated Sign & Post Co.; Item #47A – Performance bond in the form of an Official Check No. 804928389 in the amount of \$586.30 for Improvements in Maria Acres Subdivision; Item #47B – Request for Bond Forfeiture; Item #48A – Proposals to be opened for Bathroom Renovations at the Lake County Fairgrounds for, Roof, Electrical, and Plumbing; Item #58A – New Life Christian Center request for donation of old computers; Item #59B – Minutes of the Regular Commissioners Meeting Wednesday, July 19, 2006; Deletions – Item# 23 – L.C. Sheriff - Request for permission to purchase One (1) GMC Envoy XL from Schepel Buick in an amount not to exceed \$33,000.00 which is below the State QPA; Item#50E - Property Sales – Key No. 24-30-0286-0010 located in East Chicago; Corrections – Item#35 L.C. Recorder– Should read request for permission to seek proposals for a workstation book scanner. Proposals to be returned by Wednesday, September 13, 2006 prior to 9:30 a.m. in the Lake County Auditor. Motion passed 3-0.

Order#3 – Agenda #5D

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

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

Order#4 – Agenda #5E

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

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

Order#5 – Agenda #9

In the Matter of Contract for Highway Department – One (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class All Hydraulic, All wheel Drive with Giant “V” Plow and Front Dozer Blade in current production.

The Board having previously taken the above bids under advisement, does hereby award the contract to Westside Tractor Sales, 310 W. 162nd Street, South Holland, IL 60473 for One (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class All Hydraulic, All wheel Drive with Giant “V” Plow and Front Dozer Blade in current production upon a motion by DuPey, seconded by Allen, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for One (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class All Hydraulic, All wheel Drive with Giant “V” Plow and Front Dozer Blade in current production for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WESTSIDE TRACTOR SALES W/ MB FINANCIAL BANK in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ONE (1) NEW UNUSED 2006 OR NEWER MOTOR GRADER OF THE 32,500 LB. WEIGHT CLASS ALL HYDRAULIC, ALL WHEEL DRIVE WITH GIANT “V” PLOW AND FRONT DOZER BLADE IN CURRENT PRODUCTION FOR THE LAKE CO. HIGHWAY DEPT. FOR \$209,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Order#5 – Agenda #9 (Cont'd)

Contracting Authority Members:

Date: August 16, 2006

FRANCES DUPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

WESTSIDE TRACTOR SALES

Letter of Recommendation:

August 3, 2006

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

Dear Mr. President

The Lake County Board of Commissioners opened the bids on July 19, 2006 for One (1) New Unused 2006 or Newer Motor Grader of the 32,500 lb. Weight Class All Hydraulic, All wheel Drive with Giant "V" Plow and Front Dozer Blade in current production. Three bids were opened at the public meeting as follows:

McAllister Equipment Co., 12510 S. Cicero Avenue, Alsip, IL	\$196,200
Patten Industries, 635 W. Lake Street, Elmhurst, IL	\$229,724
Westside Tractor Sales, 310 W. 162 nd Street, South Holland, IL	\$209,000

We carefully reviewed the bids. McAllister Equipment Company was the lowest bidder however, did not meet the specifications. Therefore, we would like to recommend Westside Tractor Sales which was the next lowest bidder who met the specifications.

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

Order#6 – Agenda #10

In the Matter of Contract for Highway Department – Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River.

The Board having previously taken the above bids under advisement, does hereby award the contract to Ellas Construction Co., Inc. 3810 E. 7th Avenue Gary, IN 46403 for Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River upon a motion by DuPey, seconded by Allen, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

ELLAS CONSTRUCTION CO., INC. W/ THE GUARANTEE CO. OF NORTH AMERICAS USA in the amount of 5% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REHABILITATION OF LAKE COUNTY BRIDGE #143, KENNEDY AVENUE OVER LITTLE CALUMET RIVER FOR THE LAKE CO. HIGHWAY DEPT. FOR \$652,341.21 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: August 16, 2006

FRANCES DUPEY
ROOSEVELT ALLEN JR.
GERRY SCHEUB

ELLAS CONSTRUCTION CO., INC.

Letter of Recommendation:

August 16, 2006

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

ATTN: Frances DuPey, President

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, July 19, 2006 for the rehabilitation of Lake County Bridge #143, Kennedy Avenue over Little Calumet River. Based upon our review of the bids, the Highway Department recommends award of the contract to Ellas Construction Co., Inc. the lone and most responsive bidder in the amount of \$652,341.21.

The bids received are as follows:

Ellas Construction Co., Inc.	\$652,341.21
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Marcus W. Malczewski, Superintendent

AGREEMENT

THIS AGREEMENT made and entered into by and between Lake County, Indiana, by its Board of County Commissioners, as party of the first part, hereinafter called the **OWNER**, and **Ellas Construction Company, Inc.** as party of the second part, hereinafter called the **CONTRACTOR**.

WITNESSETH:

That for and in consideration of the mutual covenants herewith enumerated, the **OWNER** does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully construct the work designated as follows:

**REHABILITATION OF BRIDGE NO. 143
ON KENNEDY AVENUE OVER LITTLE CALUMET RIVER**

According to the plans, standard specifications, profiles, and drawings therefore, and supplemental specifications on file in the Office of the Engineer, and any supplemental or special provisions set out or referred to in the Contractor's attached proposal and hereby agrees to pay the Contractor therefore, for the actual amount of work done and the materials in place, as measured by the Engineer, at the unit prices stated in the Contractor's proposal dated July 19, 2006, which sums the Contractor agrees to accept in full payments for such work; and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor together with the plans, standard and supplemental specifications, and special provisions herein designated and referred to, are hereby made a part of the contract the same as if herein fully set forth:

That the contract amounts may be paid to the Contractor upon progress estimates of completed work prepared by the Engineer, in an amount not to exceed ninety percent (90%) of such estimates, less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished, or other services rendered in carrying forward, performing, and completing of this contract.

The payment of any progress estimated before final acceptance of the work shall in no way affect the obligation of the **CONTRACTOR** to repair or replace any defective parts of the construction. No monies payable under this **AGREEMENT**, nor any portion thereof, shall become due and payable until the **CONTRACTOR** shall satisfy the **OWNER** that he has fully settled and paid for all materials and equipment used in the work and labor performed in connection therewith. If the **CONTRACTOR** has failed to fully settle and pay for all materials and equipment, the **OWNER** may pay any or all such bills wholly or in part and deduct the amount so paid from any progress or final estimate.

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this 28th day of July, 2006.

Name: Ellas Construction Co., Inc.
[Signature]

Address: 3810 E. 7th Avenue
Gary, IN 46403

By: [Signature]
Contractor (Signature), Title
Vange Argyelos, Secretary

Subscribed and sworn to before me this 28th day of July, 2006.

My Commission Expires: 3-13-08

NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAR. 13, 2008

[Signature]
Notary (Signature)

Lake
County of Residence

Kathy E. Murphy
Printed Name

IN TESTIMONY WHEREOF, the Lake County Board of Commissioners does hereby accept the foregoing agreement and has herewith set their hands this 16 day of August, 2006.

Approved as to form and Legality

[Signature]
Roosevelt Allen Jr., District 1

[Signature]
Mark Thiros, Lake County Attorney

[Signature]
Gerry J. Scheub, District 2

[Signature]
Frances DuPey, District 3

Subscribed and sworn to before me this 21st day of August, 2006.

My Commission Expires: Nov 28, 2012



[Signature]
Notary (Signature)

Lake
County of Residence

JENNIFER S. POPKA
Notary Public - State of Indiana
Lake County
Printed Name My Commission Exp. Nov. 28, 2012

ADD Order#7 – Agenda #10A

In the Matter of L.C. Highway – Agreement with Butler Fairman, and Seufert, Inc. for Provide Construction Supervision services for the rehabilitation of Lake county Bridge #143, Kennedy Avenue over the Little Calumet River.

DuPey made a motion, seconded by Allen, to approve the Agreement with Butler, Fairman, and Seufert, Inc, to Provide Construction Supervision services for the rehabilitation of Lake county Bridge #143, Kennedy Avenue over the Little Calumet River in the amount not to exceed \$84,375.00. Motion passed 3-0.

AGREEMENT

THIS AGREEMENT is made and entered into August 16, 2006, by and between LAKE COUNTY, Indiana, acting by and through the Board of County Commissioners, hereinafter referred to as the "**OWNER**", and BUTLER, FAIRMAN and SEUFERT, INC., 8450 Westfield Boulevard, Suite 300, Indianapolis, Indiana, hereinafter referred to as the "**CONSULTANT**".

WITNESSETH

WHEREAS, the **OWNER** desires to contract for the construction inspection services for the rehabilitation of Kennedy Avenue over Little Calumet River (Lake County Bridge No. 143).

WHEREAS, the **CONSULTANT** has expressed a willingness to perform said construction inspection services as set forth in Section I.

NOW, THEREFORE, the parties hereto agree that said **CONSULTANT** shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Rehabilitation of existing Kennedy Avenue Bridge over Little Calumet River (Bridge No. 143) plus an approximate total of 250 feet of approach work (hereinafter call the Project).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

SECTION I BASIC SERVICES BY CONSULTANT

The basic services to be provided by the **CONSULTANT** under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II NOTICE TO PROCEED

The **CONSULTANT** shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the **OWNER**.

The **CONSULTANT** shall not begin work prior to the date of the notice to proceed.

SECTION III COMPENSATION

The **OWNER** agrees to compensate the **CONSULTANT** for all services rendered under this Agreement on the basis of actual hours of work performed on the subject project at the direct salary and wages of each employee times a 2.95 multiplier. This multiplier includes overhead and fixed fee.

The total fee payable to the **CONSULTANT**, in accordance with the Basic Services, shall not exceed \$84,375 without the written consent of the **OWNER**.

SECTION IV GENERAL PROVISIONS**1. Work Office**

The **CONSULTANT** shall perform the work under this Agreement from the following office(s) Butler, Fairman and Seufert, Inc. Butler, Fairman and Seufert, Inc.
8450 Westfield Boulevard, Suite 300 509 West 84th Drive, Suite G
Indianapolis, IN 46240 Merrillville, IN 46410

2. Covenant Against Contingent Fees

The **CONSULTANT** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **CONSULTANT**, any fee,

commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the **OWNER** shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3. Subletting and Assignment of Contract

No portion of the work under this Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the **OWNER**. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigation, studies, etc., as instruments of service, are to be the property of the **OWNER**. During the performance of the services, herein provided for, the **CONSULTANT** shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage shall be restored at his expense. Full access to the work during the progress of the work shall be available to the **OWNER**.

5. Access to Records

The **CONSULTANT** and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the **OWNER**, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The **CONSULTANT** specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, Ordinances, and Regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

7. Responsibility for Claims and Liabilities

The **CONSULTANT** shall be responsible for all damage to life and property due to activities of the **CONSULTANT**, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work. It is expressly understood that the **CONSULTANT** shall indemnify and hold harmless the **OWNER** and the State of Indiana from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the **CONSULTANT** under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

8. Status of Claims

The **CONSULTANT** shall be responsible for keeping the **OWNER** currently advised as to the status of any claims made for damages against the **CONSULTANT** resulting from services performed under this Agreement. The **CONSULTANT** shall send notice of claims related to work under this Agreement to the **OWNER**.

9. Workmen's Compensation and Liability Insurance

The **CONSULTANT** shall procure and maintain, until final payment by the **OWNER** for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The **CONSULTANT** will not be given a notice to proceed until the **CONSULTANT** has furnished a certificate or certificates in a form satisfactory to the **OWNER**, showing that this section has been complied with. During the life of this Agreement, the **CONSULTANT** shall furnish the **OWNER** with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the **OWNER**. In the event that such written notice of change or cancellation is given, the **OWNER** may at its option terminate this Agreement and no further compensation shall in such case be made to the **CONSULTANT**.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the **CONSULTANT** in accordance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless the **CONSULTANT** procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of no less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

10. Progress Reports

The **CONSULTANT** shall submit a monthly Progress Report to the **OWNER** by the tenth of each month, showing progress to the first of the month.

11. Changes in Work

In the event the **OWNER** requires a major change in the work, after the work has progressed as directed by the **OWNER**, adjustments in compensation to the **CONSULTANT** and in time for performance of the work as modified, shall be determined by the **OWNER** in the exercise of its honest and reasonable judgment and the **CONSULTANT** shall not commence the change of scope of the work until a Supplemental Agreement is executed and the **CONSULTANT** is authorized in writing by the **OWNER**.

12. Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, the **CONSULTANT** shall deliver to the **OWNER** all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the **OWNER**. The earned value of the work performed shall be based upon an estimate of the portions of the total services has

have been rendered by the **CONSULTANT** to the date of termination and which estimate shall be made by the **OWNER** in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis.

13. Non-Discrimination

Pursuant to I.C. 22-9-1-10, the **CONSULTANT** and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment of any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or age. Breach of this covenant may be regarded as a material breach of the Agreement.

14. Successors and Assignees

The **OWNER**, insofar as authorized by law, binds itself and its successors, and the **CONSULTANT** binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the **OWNER** nor the **CONSULTANT** shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Disputes

Should any claims or disputes of the **CONSULTANT** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, be litigated in the State Courts of the State of Indiana through litigation initiated by other party, then the Indiana Rules for Alternative Dispute Resolution shall first be applied as follows:

The parties agree that such litigation shall first be submitted to non-binding mediation. Should the mediation efforts fail, then the matter shall be submitted to arbitration. In both instances, i.e., mediation and/or arbitration, the rules for Alternative Dispute Resolution shall control the mediation and/or arbitration procedures. The parties further agree that each party shall share equally, the mediation cost and/or the arbitration cost.

17. Governing Law

This Agreement shall be interpreted and enforced according to the Laws of the State of Indiana.

18. Compliance With State and Other Laws

The **CONSULTANT** specifically agrees that in performance of the services herein enumerated by the **CONSULTANT** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.


IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

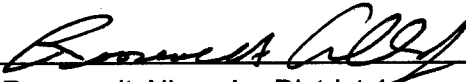
OWNER

BUTLER, FAIRMAN and SEUFERT, INC.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, INDIANA**

BY 

Gary L. Pohl, P.E.
Executive Vice President

BY 

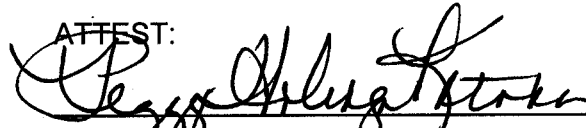
Roosevelt Allen, Jr., District 1

BY 

Gerry J. Scheub, District 2

BY 

Frances DuPey, District 3

ATTEST:


Peggy Holinga Katona, Auditor

Approved as to Legality
and Form:



Attorney for Lake County, Indiana

APPENDIX A

- A. Observe the work of the Contractor by periodic visits during the active construction period; attend consultations or conferences when requested by the **OWNER**. Such visits and consultations are separate from and do not include continuous or resident observation services.
- B. Assist in interpretation of the plans and specifications and review shop drawings and working drawings submitted by the Contractor(s).
- C. Review and evaluate Contractor proposals for contract changes and make recommendations to the **OWNER** as to acceptance or rejection.
- D. Assist the **OWNER** in verifying that the project is acceptable upon completion.
- E. The **CONSULTANT** shall provide a full time resident representative for the project duration. The estimated project duration is four (4) months. In the event the project duration varies from the estimated project duration, the **CONSULTANT** and the **OWNER** may negotiate a mutually agreed upon fee adjustment.
- F. The **CONSULTANT** shall have no responsibility for supervising, directing or controlling the work of contractors or other Consultants retained by the **OWNER**, nor shall the **CONSULTANT** have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc., prepared by the **CONSULTANT**) selected by Contractors. The **CONSULTANT** shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care of the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.

Order#8 – Agenda #11

In the Matter of Proposals: L.C. Highway Dept. – Pest Control Service for the Lake County Highway Department Offices in Crown Point and Lowell for the remainder of the year 2006.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Monroe Pest Control Co., Inc. for Pest Control Service for the Lake County Highway Department Offices in Crown Point and Lowell for the remainder of the year 2006. Motion passed 3-0.

Letter of Recommendation:

August 3, 2006

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

Dear Mr. President

At the Commissioners meeting on July 19, 2006, the Lake County Board of Commissioners opened pest control proposals for the Lake County Highway Department.

There were three companies who submitted their proposals as follows:

Hammond Pest Control, Inc., 664 E. State Street, Hammond, IN 46320
Monroe Pest Control Company, Inc., 3220 W. Old Ridge Road, Hobart, IN 46342
Whiteside Pest Control, 917 E. 19th Avenue, Gary, IN 46407

We reviewed the proposals and we would like to recommend the lowest and most responsible proposal to Monroe Pest Control.

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

Order#9 – Agenda #12

In the Matter of Proposals: L.C. Highway Dept. – Architects to provide Design Services fro the Renovation of the Engineering Department and Supervisors and Foremen's Office of the Lake County Highway Department in Crown Point.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Carras-Szany-Kuhn & Associates, P.C. Architects for Architects with \$4,800.00 to provide Design Services fro the Renovation of the Engineering Department and Supervisors and Foremen's Office of the Lake County Highway Department in Crown Point. Motion passed 3-0.

Letter of Recommendation:

August 16, 2006

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

ATTN: Gerald Scheub, President

RE: Lake county Highway Department Engineering
Department/Supervisors Office Renovations
Recommendation to Award

Honorable Commissioners;

The Lake County Highway Department has reviewed the proposals for an Architect to provide architectural design services for the renovation of the Engineering Department Supervisors and Foreman's of the Lake County Highway Department, Crown Point Yard.

Based upon our review of the proposals, the Highway Department recommends award of the proposal to Carras-Szany-Kuhn & Associates, P.C. Architects the lowest and most responsive bidder in the amount of \$4,800.00.

The proposals received are as follows:

Carras-Szany-Kahn & Assoc.	\$4,800.00
IN-Architects & Planners	\$7,700.00
Sutler Architects	\$8,900.00
Emis & Cobs	\$9,930.00
Keilman R. Associates	\$11,650.00
Hutton & Hutton Architects	\$12,000.00

Respectfully Submitted
Marcus W. Malczewski, Superintendent

Order#10 – Agenda #13

In the Matter of Proposals: L.C. Highway Dept. – Installation of approximately 1100 lineal feet of 24” Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point.

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to approve Bucko Construction Co. for Architects with \$15.30 Ft. \$16,830.00 Estimated for Installation of approximately 1100 lineal feet of 24” Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point. Motion passed 3-0.

Letter of Recommendation:

August 16, 2006

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

ATTN: Gerald Scheub, President

RE: Recommendation to Award the Installation of approximately 1100 lineal feet of 24” Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point

Honorable Commissioners;

The Lake County Highway Department has reviewed the proposals for the Installation of approximately 1100 lineal feet of 24” Concrete Curb and Gutter for the reconstruction of the entrance road at the Lake County Highway Department in Crown Point. For the August 16, 2006 Commissioners Meeting.

Based upon our review of the proposals, the Highway Department recommends award of the proposal to Bucko Construction Co. the lowest and most responsive bidder in the amount of \$15.30 /Ft. Actual price paid will be based on field measured quantity.

The proposals received are as follows:

Bucko Construction Co.	\$15.30 Ft.	\$16,830.00	Estimated
Baker Cement Inc.	\$16.00 Ft.	\$17,600.00	Estimated
Walsh & Kelly, Inc.	\$19.90 Ft.	\$21,890.00	Estimated
Ryan Construction Co.	\$22.80 Ft.	\$25,080.00	Estimated

Respectfully Submitted
Marcus W. Malczewski, Superintendent

Order#11 – Agenda #14A

In the Matter of L.C. Highway – Agreement with Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #42, Old Lincoln Highway over Deep River - \$44,600.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #42, Old Lincoln Highway over Deep River - \$44,600.00. Motion passed 3-0.

Bridge No. 42
Old Lincoln Highway over Deep River

LAKE COUNTY, INDIANA

AGREEMENT BETWEEN LAKE COUNTY BOARD OF COMMISSIONERS AND ENGINEER

THIS AGREEMENT, made and entered into the 16 day of August, 2006, by and between Lake County Board of Commissioners, hereinafter referred to as the "COUNTY", and Floyd E. Burroughs & Associates, Inc., 14701 Cumberland Road, Suite 200, Noblesville, Indiana, 46060, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the COUNTY desires to contract for Engineering Services required in the preparation of Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits for the following designated project, and all work incidental thereto:

Rehabilitation of Lake County Bridge No. 42 on Old Lincoln Highway over Deep River in Lake County, Indiana

WHEREAS, the ENGINEER has expressed a willingness to prepare said Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits as desired by the COUNTY and agrees to furnish the Engineering Services required in connection therewith:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. ENGINEERING SERVICES

- 1.1 Preliminary Engineering Design. Upon receipt of a notice to proceed, the ENGINEER agrees to:
 - 1.1.1 Perform Site/Field Investigation
 - 1.1.2 Provide the Topographic Survey in accordance with acceptable standards.
 - 1.1.3 Prepare Preliminary Plans and Cost Estimates including Permit Applications in sufficient detail and accuracy as required for preparation of Final Plans.
- 1.2 Final Engineering Design. Upon approval of the Preliminary Engineering Design by the COUNTY and after receiving from the COUNTY written notice to proceed with Final Engineering Design, the ENGINEER agrees to:
 - 1.2.1 Prepare Final Contract Plans, Specifications and Cost Estimates.

Bridge No. 42
Old Lincoln Highway over Deep River

- 1.3 Attend Conferences. The ENGINEER shall attend conferences, with the officials of the COUNTY and other interested agencies and governmental units as may be required in connection with the work.
- 1.4 Governmental Agencies. The ENGINEER shall obtain written approvals of Engineering design from all affected governmental agencies and utilities where required.
- 1.5 Completion Schedule. After receiving from the COUNTY written notice to proceed, the Design Survey, Preliminary Plans and Final Contract Plans shall be completed by the ENGINEER and submitted to the COUNTY for its approval in accordance with the following schedule:

Design Schedule:

Design Survey completed within 30 calendar days after authorization to proceed.

Preliminary Plans completed with 90 calendar days after completion of the design survey exclusive of review time.

Final Contract Plans completed within 60 calendar days after authorization to proceed with Final Engineering Design exclusive of review time.

ARTICLE 2. INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY THE COUNTY

- 2.1 The COUNTY shall furnish the ENGINEER with the following:
 - 2.1.1 Criteria for design and detail such as project limits, pavement widths, grades, curves, sight distances, clearances, design loadings, etc.

ARTICLE 3. THE ENGINEER'S COMPENSATION FOR SERVICES

- 3.1 The COUNTY for and in consideration of the rendering of the Engineering Services, herein enumerated, agrees to pay to the ENGINEER a total lump sum fee in the amount of Forty Five Thousand, Eight Hundred Dollars and No Cents (\$44,600.00).
- 3.2 The total fee shall be broken down and paid to the ENGINEER in the following manner:

Bridge No. 42
Old Lincoln Highway over Deep River

- 3.2.1 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY, completion of the Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits in accordance with ARTICLE 1, Section 1.1 Preliminary Engineering Design, a fee of Thirty Three Thousand, Four Hundred Dollars and No Cents (\$33,400.00).
- 3.2.2 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY completion of the Final Contract Plans, Specifications and Cost Estimates in accordance with ARTICLE 1, Section 1.2 Final Engineering Design, a fee of Eleven Thousand, Two Hundred Dollars and No Cents (\$11,200.00).
- 3.2.4 Partial payments will be made monthly to the ENGINEER upon the ENGINEER'S presentation to the COUNTY of an itemized claim in proportion to services performed.
- 3.3 In the event the COUNTY requires a major change in scope, character of complexity of the work after the work has progressed as directed by the COUNTY, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the COUNTY in the exercise of its honest and reasonable judgment and the ENGINEER shall not commence the additional work or the change of the scope of the work until authorized in writing to the COUNTY.

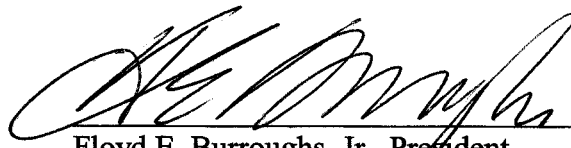
THIS AGREEMENT shall be in full force and effect when dated and properly signed. The COUNTY and ENGINEER each bind themselves, their successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement.

ARTICLE 5. EFFECTIVE DATE

- 5.1 This Agreement will become effective from the date of execution by the ENGINEER and the COUNTY.

IN TESTIMONY WHEREOF, the ENGINEER of the Agreement has hereunto set his hand this

19th Day of July, 2006.

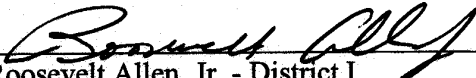



Floyd E. Burroughs, Jr., President
Floyd E. Burroughs & Associates, Inc.

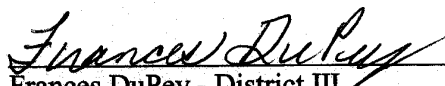
Bridge No. 42
Old Lincoln Highway over Deep River

IN TESTIMONY WHEREOF, the COUNTY does hereby
accept the foregoing Agreement and has herewith set its hand this 16 day of AUGUST
2006.

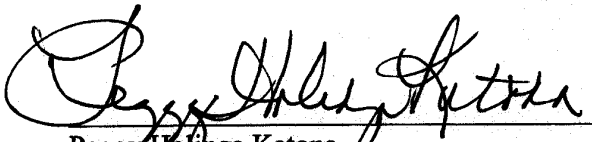
LAKE COUNTY BOARD OF COMMISSIONERS


Roosevelt Allen, Jr. - District I


Gerry Scheub - District II


Frances DuPey - District III

ATTEST:


Peggy Holmgren Katona
Lake County Auditor

Approved as to Form and Legality:


Attorney Mark Thiros

Order#12 – Agenda #14B

In the Matter of L.C. Highway – Agreement with Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #65, 125th Avenue over West Creek - \$50,600.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #65, 125th Avenue over West Creek - \$50,600.00. Motion passed 3-0.

Bridge No. 65
125th Avenue over West Creek

LAKE COUNTY, INDIANA

AGREEMENT BETWEEN LAKE COUNTY BOARD OF COMMISSIONERS AND ENGINEER

THIS AGREEMENT, made and entered into the 16 day of August, 2006, by and between Lake County Board of Commissioners, hereinafter referred to as the "COUNTY", and Floyd E. Burroughs & Associates, Inc., 14701 Cumberland Road, Suite 200, Noblesville, Indiana, 46060, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the COUNTY desires to contract for Engineering Services required in the preparation of Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits for the following designated project, and all work incidental thereto:

Rehabilitation of Lake County Bridge No. 65 on 125th Avenue over West Creek in Lake County, Indiana

WHEREAS, the ENGINEER has expressed a willingness to prepare said Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits as desired by the COUNTY and agrees to furnish the Engineering Services required in connection therewith:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. ENGINEERING SERVICES

- 1.1 Preliminary Engineering Design. Upon receipt of a notice to proceed, the ENGINEER agrees to:
 - 1.1.1 Perform Site/Field Investigation
 - 1.1.2 Provide the Topographic Survey in accordance with acceptable standards.
 - 1.1.3 Prepare Preliminary Plans and Cost Estimates including Permit Applications in sufficient detail and accuracy as required for preparation of Final Plans.
- 1.2 Final Engineering Design. Upon approval of the Preliminary Engineering Design by the COUNTY and after receiving from the COUNTY written notice to proceed with Final Engineering Design, the ENGINEER agrees to:
 - 1.2.1 Prepare Final Contract Plans, Specifications and Cost Estimates.

Bridge No. 65
125th Avenue over West Creek

- 1.3 Attend Conferences. The ENGINEER shall attend conferences, with the officials of the COUNTY and other interested agencies and governmental units as may be required in connection with the work.
- 1.4 Governmental Agencies. The ENGINEER shall obtain written approvals of Engineering design from all affected governmental agencies and utilities where required.
- 1.5 Completion Schedule. After receiving from the COUNTY written notice to proceed, the Design Survey, Preliminary Plans and Final Contract Plans shall be completed by the ENGINEER and submitted to the COUNTY for its approval in accordance with the following schedule:

Design Schedule:

Design Survey completed within 30 calendar days after authorization to proceed.

Preliminary Plans completed with 90 calendar days after completion of the design survey exclusive of review time.

Final Contract Plans completed within 60 calendar days after authorization to proceed with Final Engineering Design exclusive of review time.

ARTICLE 2. INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY THE COUNTY

- 2.1 The COUNTY shall furnish the ENGINEER with the following:
 - 2.1.1 Criteria for design and detail such as project limits, pavement widths, grades, curves, sight distances, clearances, design loadings, etc.

ARTICLE 3. THE ENGINEER'S COMPENSATION FOR SERVICES

- 3.1 The COUNTY for and in consideration of the rendering of the Engineering Services, herein enumerated, agrees to pay to the ENGINEER a total lump sum fee in the amount of Fifty Thousand, Six Hundred Dollars and No Cents (\$50,600.00).
- 3.2 The total fee shall be broken down and paid to the ENGINEER in the following manner:

Bridge No. 65
125th Avenue over West Creek

- 3.2.1 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY, completion of the Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits in accordance with ARTICLE 1, Section 1.1 Preliminary Engineering Design, a fee of Thirty Eight Thousand Dollars and No Cents (\$38,000.00).
- 3.2.2 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY completion of the Final Contract Plans, Specifications and Cost Estimates in accordance with ARTICLE 1, Section 1.2 Final Engineering Design, a fee of Twelve Thousand, Six Hundred Dollars and No Cents (\$12,600.00).
- 3.2.4 Partial payments will be made monthly to the ENGINEER upon the ENGINEER'S presentation to the COUNTY of an itemized claim in proportion to services performed.
- 3.3 In the event the COUNTY requires a major change in scope, character of complexity of the work after the work has progressed as directed by the COUNTY, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the COUNTY in the exercise of its honest and reasonable judgment and the ENGINEER shall not commence the additional work or the change of the scope of the work until authorized in writing to the COUNTY.

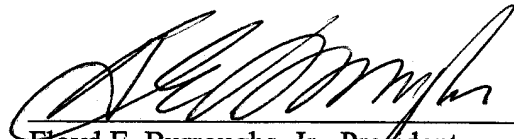
THIS AGREEMENT shall be in full force and effect when dated and properly signed. The COUNTY and ENGINEER each bind themselves, their successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement.

ARTICLE 5. EFFECTIVE DATE

- 5.1 This Agreement will become effective from the date of execution by the ENGINEER and the COUNTY.

IN TESTIMONY WHEREOF, the ENGINEER of the Agreement has hereunto set his hand this

19th Day of July, 2006.




Floyd E. Burroughs, Jr., President
Floyd E. Burroughs & Associates, Inc.

Bridge No. 65
125th Avenue over West Creek

IN TESTIMONY WHEREOF, the COUNTY does hereby
accept the foregoing Agreement and has herewith set its hand this 16 day of August
2006.

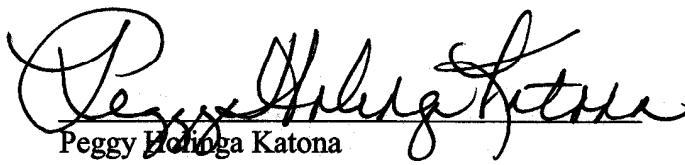
LAKE COUNTY BOARD OF COMMISSIONERS


Roosevelt Allen, Jr. - District I

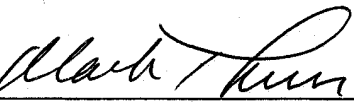

Gerry Scheub - District II


Frances DuPey - District III

ATTEST:


Peggy Holmgren Katona
Lake County Auditor

Approved as to Form and Legality:


Attorney Mark Thiros

Order#13 – Agenda #14C

In the Matter of L.C. Highway – Agreement with Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #243, Lake Street over Grand Calumet River - \$55,600.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #243, Lake Street over Grand Calumet River - \$55,600.00. Motion passed 3-0.

Bridge No. 243
Lake Street over Grand Calumet River

LAKE COUNTY, INDIANA

AGREEMENT BETWEEN LAKE COUNTY BOARD OF COMMISSIONERS AND ENGINEER

THIS AGREEMENT, made and entered into the 16 day of August, 2006, by and between Lake County Board of Commissioners, hereinafter referred to as the "COUNTY", and Floyd E. Burroughs & Associates, Inc., 14701 Cumberland Road, Suite 200, Noblesville, Indiana, 46060, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the COUNTY desires to contract for Engineering Services required in the preparation of Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits for the following designated project, and all work incidental thereto:

Rehabilitation of Lake County Bridge No. 243 on Lake Street over Grand Calumet River in Lake County, Indiana

WHEREAS, the ENGINEER has expressed a willingness to prepare said Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits as desired by the COUNTY and agrees to furnish the Engineering Services required in connection therewith:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. ENGINEERING SERVICES

- 1.1 Preliminary Engineering Design. Upon receipt of a notice to proceed, the ENGINEER agrees to:
 - 1.1.1 Perform Site/Field Investigation
 - 1.1.2 Provide the Topographic Survey in accordance with acceptable standards.
 - 1.1.3 Prepare Preliminary Plans and Cost Estimates including Permit Applications in sufficient detail and accuracy as required for preparation of Final Plans.
- 1.2 Final Engineering Design. Upon approval of the Preliminary Engineering Design by the COUNTY and after receiving from the COUNTY written notice to proceed with Final Engineering Design, the ENGINEER agrees to:
 - 1.2.1 Prepare Final Contract Plans, Specifications and Cost Estimates.

Bridge No. 243
Lake Street over Grand Calumet River

- 1.3 Attend Conferences. The ENGINEER shall attend conferences, with the officials of the COUNTY and other interested agencies and governmental units as may be required in connection with the work.
- 1.4 Governmental Agencies. The ENGINEER shall obtain written approvals of Engineering design from all affected governmental agencies and utilities where required.
- 1.5 Completion Schedule. After receiving from the COUNTY written notice to proceed, the Design Survey, Preliminary Plans and Final Contract Plans shall be completed by the ENGINEER and submitted to the COUNTY for its approval in accordance with the following schedule:

Design Schedule:

Design Survey completed within 30 calendar days after authorization to proceed.

Preliminary Plans completed with 90 calendar days after completion of the design survey exclusive of review time.

Final Contract Plans completed within 60 calendar days after authorization to proceed with Final Engineering Design exclusive of review time.

ARTICLE 2. INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY THE COUNTY

- 2.1 The COUNTY shall furnish the ENGINEER with the following:
 - 2.1.1 Criteria for design and detail such as project limits, pavement widths, grades, curves, sight distances, clearances, design loadings, etc.

ARTICLE 3. THE ENGINEER'S COMPENSATION FOR SERVICES

- 3.1 The COUNTY for and in consideration of the rendering of the Engineering Services, herein enumerated, agrees to pay to the ENGINEER a total lump sum fee in the amount of Fifty Five Thousand, Six Hundred Dollars and No Cents (\$55,600.00).
- 3.2 The total fee shall be broken down and paid to the ENGINEER in the following manner:

Bridge No. 243
Lake Street over Grand Calumet River

- 3.2.1 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY, completion of the Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits in accordance with ARTICLE 1, Section 1.1 Preliminary Engineering Design, a fee of Forty One Thousand, Nine Hundred Fifty Dollars and No Cents (\$41,950.00).
- 3.2.2 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY completion of the Final Contract Plans, Specifications and Cost Estimates in accordance with ARTICLE 1, Section 1.2 Final Engineering Design, a fee of Thirteen Thousand, Six Hundred Fifty Dollars and No Cents (\$13,650.00).
- 3.2.4 Partial payments will be made monthly to the ENGINEER upon the ENGINEER'S presentation to the COUNTY of an itemized claim in proportion to services performed.
- 3.3 In the event the COUNTY requires a major change in scope, character of complexity of the work after the work has progressed as directed by the COUNTY, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the COUNTY in the exercise of its honest and reasonable judgment and the ENGINEER shall not commence the additional work or the change of the scope of the work until authorized in writing to the COUNTY.

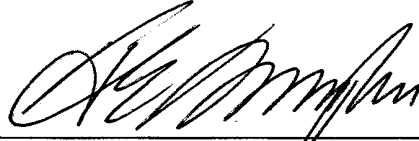
THIS AGREEMENT shall be in full force and effect when dated and properly signed. The COUNTY and ENGINEER each bind themselves, their successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement.

ARTICLE 5. EFFECTIVE DATE

- 5.1 This Agreement will become effective from the date of execution by the ENGINEER and the COUNTY.

IN TESTIMONY WHEREOF, the ENGINEER of the Agreement has hereunto set his hand this

19th Day of July, 2006.




Floyd E. Burroughs, Jr., President
Floyd E. Burroughs & Associates, Inc.


Bridge No. 243
Lake Street over Grand Calumet River

IN TESTIMONY WHEREOF, the COUNTY does hereby accept the foregoing Agreement and has herewith set its hand this 16 day of August 2006.

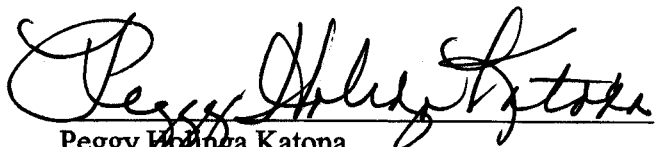
LAKE COUNTY BOARD OF COMMISSIONERS


Roosevelt Allen, Jr. - District I



Gerry Scheub - District II


Frances DuPey - District III

ATTEST:


Peggy Haining Katona
Lake County Auditor

Approved as to Form and Legality:


Attorney Mark Thiros

Order#14 – Agenda #14D

In the Matter of L.C. Highway – Agreement with Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #260, Main Street over Hart Ditch – \$45,600.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Floyd E. Burroughs & Associates, Inc. for Design Engineering Services for Lake County Bridge #260, Main Street over Hart Ditch - \$45,600.00. Motion passed 3-0.

Bridge No. 260
Main Street over Hart Ditch

LAKE COUNTY, INDIANA

AGREEMENT BETWEEN LAKE COUNTY BOARD OF COMMISSIONERS AND ENGINEER

THIS AGREEMENT, made and entered into the 16 day of August, 2006, by and between Lake County Board of Commissioners, hereinafter referred to as the "COUNTY", and Floyd E. Burroughs & Associates, Inc., 14701 Cumberland Road, Suite 200, Noblesville, Indiana, 46060, hereinafter referred to as the "ENGINEER".

WITNESSETH

WHEREAS, the COUNTY desires to contract for Engineering Services required in the preparation of Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits for the following designated project, and all work incidental thereto:

Rehabilitation of Lake County Bridge No. 260 on Main Street over Hart Ditch in Lake County, Indiana

WHEREAS, the ENGINEER has expressed a willingness to prepare said Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits as desired by the COUNTY and agrees to furnish the Engineering Services required in connection therewith:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1. ENGINEERING SERVICES

- 1.1 Preliminary Engineering Design. Upon receipt of a notice to proceed, the ENGINEER agrees to:
 - 1.1.1 Perform Site/Field Investigation
 - 1.1.2 Provide the Topographic Survey in accordance with acceptable standards.
 - 1.1.3 Prepare Preliminary Plans and Cost Estimates including Permit Applications in sufficient detail and accuracy as required for preparation of Final Plans.
- 1.2 Final Engineering Design. Upon approval of the Preliminary Engineering Design by the COUNTY and after receiving from the COUNTY written notice to proceed with Final Engineering Design, the ENGINEER agrees to:
 - 1.2.1 Prepare Final Contract Plans, Specifications and Cost Estimates.

Bridge No. 260
Main Street over Hart Ditch

- 1.3 Attend Conferences. The ENGINEER shall attend conferences, with the officials of the COUNTY and other interested agencies and governmental units as may be required in connection with the work.
- 1.4 Governmental Agencies. The ENGINEER shall obtain written approvals of Engineering design from all affected governmental agencies and utilities where required.
- 1.5 Completion Schedule. After receiving from the COUNTY written notice to proceed, the Design Survey, Preliminary Plans and Final Contract Plans shall be completed by the ENGINEER and submitted to the COUNTY for its approval in accordance with the following schedule:

Design Schedule:

Design Survey completed within 30 calendar days after authorization to proceed.

Preliminary Plans completed with 90 calendar days after completion of the design survey exclusive of review time.

Final Contract Plans completed within 60 calendar days after authorization to proceed with Final Engineering Design exclusive of review time.

ARTICLE 2. INFORMATION AND SERVICES TO BE FURNISHED OR CAUSED TO BE FURNISHED BY THE COUNTY

- 2.1 The COUNTY shall furnish the ENGINEER with the following:
 - 2.1.1 Criteria for design and detail such as project limits, pavement widths, grades, curves, sight distances, clearances, design loadings, etc.

ARTICLE 3. THE ENGINEER'S COMPENSATION FOR SERVICES

- 3.1 The COUNTY for and in consideration of the rendering of the Engineering Services, herein enumerated, agrees to pay to the ENGINEER a total lump sum fee in the amount of Forty Five Thousand, Six Hundred Dollars and No Cents (\$45,600.00).
- 3.2 The total fee shall be broken down and paid to the ENGINEER in the following manner:

Bridge No. 260
Main Street over Hart Ditch

- 3.2.1 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY, completion of the Site/Field Inspection, Topographic Survey, Contract Plan Specifications, Cost Estimates and Permits in accordance with ARTICLE 1, Section 1.1 Preliminary Engineering Design, a fee of Thirty Four Thousand, Seven Hundred Fifty Dollars and No Cents (\$34,750.00).
- 3.2.2 Upon the ENGINEER'S showing, to the satisfaction of the COUNTY completion of the Final Contract Plans, Specifications and Cost Estimates in accordance with ARTICLE 1, Section 1.2 Final Engineering Design, a fee of Ten Thousand, Eight Hundred Fifty Dollars and No Cents (\$10,850.00).
- 3.2.4 Partial payments will be made monthly to the ENGINEER upon the ENGINEER'S presentation to the COUNTY of an itemized claim in proportion to services performed.
- 3.3 In the event the COUNTY requires a major change in scope, character of complexity of the work after the work has progressed as directed by the COUNTY, adjustments in compensation to the ENGINEER, and in time for performance of the work as modified, shall be determined by the COUNTY in the exercise of its honest and reasonable judgment and the ENGINEER shall not commence the additional work or the change of the scope of the work until authorized in writing to the COUNTY.

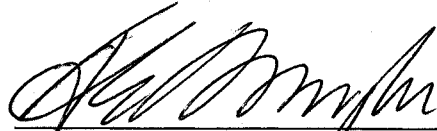
THIS AGREEMENT shall be in full force and effect when dated and properly signed. The COUNTY and ENGINEER each bind themselves, their successors, executors, administrators, and assigns of such other party in respect to all covenants of this agreement.

ARTICLE 5. EFFECTIVE DATE

- 5.1 This Agreement will become effective from the date of execution by the ENGINEER and the COUNTY.

IN TESTIMONY WHEREOF, the ENGINEER of the Agreement has hereunto set his hand this

19th Day of July, 2006.

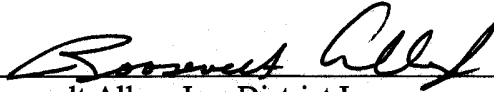


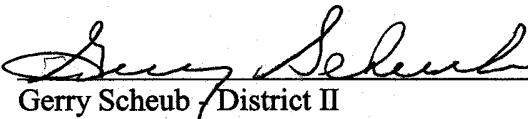
Floyd E. Burroughs, Jr. President
Floyd E. Burroughs & Associates, Inc.

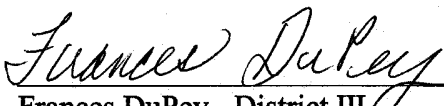
Bridge No. 260
Main Street over Hart Ditch

IN TESTIMONY WHEREOF, the COUNTY does hereby
accept the foregoing Agreement and has herewith set its hand this 16 day of August
2006.

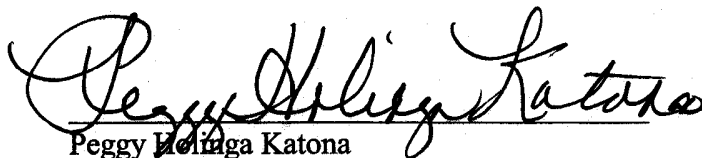
LAKE COUNTY BOARD OF COMMISSIONERS


Roosevelt Allen, Jr. - District I



Gerry Scheub - District II


Frances DuPey - District III

ATTEST:


Peggy Heliga Katona
Lake County Auditor

Approved as to Form and Legality:


Attorney Mark Thiros

Order#15 – Agenda #15

In the Matter of L.C. Highway – Agreement with Robinson Engineering, Ltd. for Construction Engineering Services for the rehabilitation of Lake County Bridge #247, Clark Road over Little Calumet River in an amount not to exceed \$86,000.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Robinson Engineering, Ltd. for Construction Engineering Services for the rehabilitation of Lake County Bridge #247, Clark Road over Little Calumet River in an amount not to exceed \$86,000.00. Motion passed 3-0.

Revised 2/11/98

AGREEMENT

THIS AGREEMENT is made and entered into August 16, 2006, by and between Lake County, acting by and through its proper officials, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and Robinson Engineering, Ltd., 253 W. 80th Place Merrillville, Indiana, 46410 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LPA desires to contract for Construction documentation and observation services.

_____ ; and

WHEREAS, the CONSULTANT has expressed a willingness to Furnish construction documentation and observation services, as desired by the LPA, and agrees to furnish the personnel required in connection therewith, and

WHEREAS, the parties have agreed that the CONSULTANT shall provide the services and documents described herein, in relation to the following described project(s):

Project: STP - 9945 (042), DES NO. 0090240 Rehabilitation of Lake County Bridge #247, Clark Road over the Little Calumet River, Lake County.

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY LPA

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in

Revised 2/11/98

Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The Consultant shall not begin work prior to the date of the notice to proceed.

SECTION IV COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office(s):

253 West 80th Place, Merrillville, IN 46410 and a field office at the
job site to be provided by the contractor.

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LPA personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

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3. Covenant Against Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment

The CONSULTANT and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the LPA and the Indiana Department of Transportation ("INDOT"). Consent for such assignment shall not relieve the CONSULTANT of any of its duties or responsibilities hereunder.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LPA. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the LOCAL PUBLIC AGENCY, shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

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The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records

During the Agreement period and for three (3) years from the date of final payment under the terms of this Agreement, the CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection or audit by the LOCAL PUBLIC AGENCY, INDOT, the Federal Highway Administration ("FHWA"), or other authorized representatives of the federal government, and copies thereof shall be furnished if requested.

7. Audit Working Papers and Conclusions

The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the LPA, INDOT, FHWA, or other authorized representatives of the federal government may release or make available to the agency any working papers from an audit performed by such agency of the CONSULTANT and its subcontractors in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

8. Compliance with State and Other Laws

The CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time the CONSULTANT's services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be

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responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY.

- B. Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its agents or employees, in performing the services that are required of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

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10. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY and INDOT currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to Chief Counsel, Indiana Department of Transportation, 100 North Senate Avenue, Room N730, Indianapolis, IN 46204-2249.

11. Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain insurance covering all operations under this Agreement, whether performed by the CONSULTANT or its subcontractor, from insurance companies licensed to do business in the State of Indiana, of the kinds and in the amounts hereinafter provided, until final payment by the LPA for the services covered in this Agreement. The CONSULTANT shall not be given notice to proceed until it has furnished certificates in a form satisfactory to the LPA, showing compliance with this section. During the life of this Agreement, the CONSULTANT shall provide the LPA with certificates showing that the required insurance has been maintained, at the request of the LPA. The certificates shall provide that the policies shall not be changed or canceled without ten (10) days prior written notice to the LPA. If such notice is given, the LPA, at its sole option, may terminate this Agreement. In such event, the CONSULTANT shall not be entitled to any further compensation under this Agreement.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT pursuant to the provisions of the Workers' Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive occurrence policies for bodily injury liability and property damage liability insurance including owners' or contractors' protective coverage with a save and hold harmless endorsement for the types herein specified each with limits of \$1,000,000.00 per occurrence for bodily injury or property damage with a \$2,000,000.00 annual aggregate. Such policies shall have no deductibles or self-insured retentions.
- C. Automobile policies for bodily injury and property damage liability insurance for the types herein specified with limits of \$1,000,000.00 per person and \$3,000,000.00 per accident and

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\$1,000,000.00 for property damage, including hired and non-owned vehicles. Such policies shall have no deductibles or self-insured retentions.

12. Progress Reports

The CONSULTANT shall submit a progress report to the LPA on or before the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

13. Changes in Work

In the event the LPA requires a material change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LPA, subject to the CONSULTANT's approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental contract is executed and the CONSULTANT has received written authorization from the LPA and INDOT to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the LPA, subject to the CONSULTANT's approval. However, it being understood, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein.

15. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon thirty (30) days written notice.

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- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, which shall become the property of the LPA. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the time specified, or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT has not complied with the requirements of this Agreement within twenty (20) calendar days from the date of such notice, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. If the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. If the CONSULTANT fails to make such delivery upon demand, then the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

16. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT, and any agent of the CONSULTANT, in the performance of the work under this Agreement, shall comply with 42 U.S.C. §2000e, provided the CONSULTANT has fifteen or more employees for each working day in each of twenty or more calendar

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information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

4. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue federal financial assistance or by any other means authorized by law.
5. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

17. **Successors and Assignees**

In so far as authorized by law, the parties bind their successors, executors, administrators and assignees to all covenants of this Agreement. Except as above set forth, neither the CONSULTANT nor the LOCAL PUBLIC AGENCY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

18. **Disadvantaged Business Enterprise Program**

A. **General**

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise (DBE) obligation to be included in all subsequent contracts between the CONSULTANT and any subcontractor:

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- (a) It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this Agreement.
 - (b) The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.
2. As part of the CONSULTANT's equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions

1. "Disadvantaged business enterprise" means a small business concern:
 - (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$2.5 million over the previous three fiscal years.
3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, native Americans.

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Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

4. "Certified disadvantaged business enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. A business which is determined to be eligible will be certified as a disadvantaged business enterprise (DBE).

C. Subcontracts

1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBEs as potential subcontractors prior to any subcontractual commitment.
2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
3. A request to sublet a portion of the work to a firm that is not a DBE shall include Form DBE-2 and documentation evidencing contacts and the results thereof made with potential DBEs for the specific work to be subcontracted, in compliance with C.1 and C.2.
4. If a portion of the work under this Agreement is subcontracted to a DBE firm, then upon completion of the project, a Disadvantaged Business Enterprise Utilization Affidavit, Form DBE-3, shall be completed by the CONSULTANT and returned to the LOCAL PUBLIC AGENCY. The contractor and the subcontractor/lessor/supplier shall certify on the DBE-3 form that specific amounts have been paid and received.

D. Affirmative Actions

The CONSULTANT shall, as a minimum, develop an affirmative action plan for a Disadvantaged Business Enterprise Program which includes:

1. Appointment of a representative with authority to administer the CONSULTANT's Disadvantaged Business Enterprise Program.
2. Documentation of affirmative action methods and procedures intended to be used in seeking out and considering certified DBEs as subcontractors or suppliers.
3. Maintenance of a list of certified DBEs to be contacted prior to the selection of a potential subcontractor for the particular items, within the capabilities of the DBEs. This list shall include but not be limited to:
 - (a) the name of each subcontractor or supplier and a notation as to their DBE

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certification status; and

- (b) the potential type of work or services to be performed by each subcontractor or supplier.

E. Records and Reports

1. The CONSULTANT shall keep such records as are necessary to determine compliance with this contract. The records kept by the CONSULTANT shall show, as a minimum:
 - (a) the number of disadvantaged and non-minority subcontractors and suppliers and type and dollar value of work, materials or services being performed on or incorporated in this project;
 - (b) the progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project;
 - (c) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of DBEs on this Agreement.
2. The CONSULTANT shall submit reports, as required by the LOCAL PUBLIC AGENCY, of those contracts and other business agreements executed with DBEs with respect to the records referred to in paragraph E.1.
3. All such records must be maintained for a period of three years following acceptance of final payment and shall be available for inspection by The LOCAL PUBLIC AGENCY and the Federal Highway Administration.

F. Leases and Rentals

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY when purchases or rental of equipment are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

G. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

19. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

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20. Pollution Control Requirements

If this Agreement is for \$100,000 or more, the CONSULTANT:

- A. stipulates that any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- C. stipulates that, as a condition of federal-aid pursuant to this Agreement, it shall notify the LPA and the Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Agreement is under consideration to be listed on the EPA Listing of Violating Facilities.

20. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Independent Contractor

The parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose whatsoever.

22. Certification for Federal-Aid Contracts

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract,

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the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. sec. 1352.

The CONSULTANT also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
Robinson Engineering, Ltd.

LOCAL PUBLIC AGENCY
Lake County

Signature *Thomas R. Lang*
THOMAS R. LANG Director of Engineering
(Print or type name and title)

Roosevelt Allen Jr. - District I
(Print or type name and title)

ATTEST:
Edward J. Turcotte
Signature
Dir. of Operations
(Print or type name and title)

Gerry Schaub
Signature
Gerry Schaub - District II
(Print or type name and title)

Frances Dupey
Signature
Frances Dupey - District III
(Print or type name and title)

APPROVED AS TO FORM AND LEGALITY:
Mark Thiros
Attorney Mark Thiros

Frances Dupey
Signature
FRANCES DUPEY COMMISSIONER III DIST
(Print or type name and title)

ATTEST:
Peggy Holinga Katona
Signature
Peggy Holinga Katona, Lake County Auditor
(Print or type name and title)

APPENDIX "A"

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Services by CONSULTANTA. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and ~~Inspectors~~ ^{Engineering Technicians} and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the Local Public Agency detailed documentation concerning its acceptability.

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2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to ~~insure~~^{ASSURE} that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the full-time Resident Project Representative.
4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.

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5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment - Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples - Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

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- c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of Transportation when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.

10. Review of Work, Inspection and Tests:

- a. Conduct on-site ^{OBSERVATIONS} ~~inspections~~ for the Local Public Agency of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
- c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the Local Public Agency and Indiana Department of Transportation.
- d. Verify that required testing has been accomplished.

11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the Local Public Agency and Indiana Department of Transportation.

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12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
- c. Maintain for the Local Public Agency, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
- d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
- e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.

13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

Rev. 7/1/89

14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.

Rev. 7/1/89

18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporations bylaws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

Rev. 7/1/89

APPENDIX "B"

Information and Services to be furnished by Local Public Agency

The Local Public Agency shall furnish the CONSULTANT with the following:

1. Local Public Agency shall designate an employee as Project Coordinator to coordinate activities between Consultant, INDOT and the Local Public Agency.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

Rev. 3/1/99

APPENDIX "C"Schedule

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the District Director within forty-five (45) calendar days after the contractor's last day of work.

Rev. 7/1/89

APPENDIX "D"CompensationA. Amount of Payment

The CONSULTANT will receive as payment for the work performed under this Agreement, as follows, unless a modification of the Agreement is approved in writing by the Local Public Agency and the INDOT.

1. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the direct salary and wages of each employee, PLUS a provisional overhead rate thereof of 155.77 percent, PLUS direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Agreement such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by the Local Public Agency, PLUS a fixed fee.

The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from the INDOT'S Division of Accounting and Control. The overhead rate shall be determined by the INDOT'S Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Subpart 31.2.

2. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement therefore.

Rev. 7/1/89

- 3. The total amount of the fixed fee is \$ 11,125.89
- 4. The total compensation for Section A(1), (2) and (3) of this Appendix "D" shall not exceed \$ 86,000 unless approved in writing by the Local Public Agency, Indiana Department of Transportation and Federal Highway Administration.

5. A breakdown of the estimated costs for the project is as follows:

Base Payroll Cost	\$ 28,999.72
Payroll Burden and General Overhead	
@ 155.77	\$ 45,172.86
Estimated Total Labor & Overhead Costs	\$ 74,172.58
Fixed Fee	\$ 11,125.89
Direct Non-Salary Cost	\$ 250.00
TOTAL	\$ 85,548.47

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the Local Public Agency of an invoice, including an amount of the Fixed Fee arrived at by taking a ratio of the accumulative monthly labor cost to the total labor cost as estimated above and multiplying this ratio by the total Fixed Fee. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.

2. Should the scope of the work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the Fixed Fee to be paid shall be negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT

Rev. 7/1/89

from those contemplated for full completion of the Agreement, had the scope of work not been adjusted or the Agreement terminated.

3. If, prior to the satisfactory completion of the services under this Agreement, for any reason the total of the direct and indirect costs incurred by the CONSULTANT is within five percent (5%) of the maximum amount payable, the status will be evaluated. Adjustments to the maximum amount payable provided for by this Section will not affect the Fixed Fee shown in Section A(3) of this Appendix "D".

4. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.

In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary then Overtime Premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representative and Inspectors over 40 hours per week.

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from those contemplated for full completion of the Agreement, had the scope of work not been adjusted or the Agreement terminated.

3. If, prior to the satisfactory completion of the services under this Agreement, for any reason the total of the direct and indirect costs incurred by the CONSULTANT is within five percent (5%) of the maximum amount payable, the status will be evaluated. Adjustments to the maximum amount payable provided for by this Section will not affect the Fixed Fee shown in Section A(3) of this Appendix "D".

4. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.

In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary then Overtime Premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representative and Inspectors over 40 hours per week.

Order#16 – Agenda #16

In the Matter of L.C. Highway – Agreement with Harry O. Hefter-Associates, Inc. for Design Engineering Services for the replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch in an amount not to exceed \$131,375.00.

DuPey made a motion, seconded by Allen, to approve the Agreement between the L.C. Highway and Harry O. Hefter-Associates, Inc. for Design Engineering Services for the replacement of Lake County Bridge #64, 101st Avenue over Bull Run Ditch in an amount not to exceed \$131,375.00. Motion passed 3-0.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into August 16 ~~April 20, (Am)~~, 2006, by and between Lake County, Indiana, acting by and through its Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

Harry O. Hefter-Associates, Inc.
55 East Jackson Blvd., Suite 600
Chicago, Illinois 60604

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the engineering services for the project hereinafter described and,

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services for the project hereinafter described and,

WHEREAS, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Prepare contract plans and specifications for the replacement of
County Bridge No. 64

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I. Services by CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", which is attached to this Agreement and incorporated herein by reference.

Section II. Information and Services to be Furnished by LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", which is attached to this Agreement and incorporated herein by reference.

Section III. Notice to Proceed and Schedule

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the notice to proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue notice to proceed on all or part of the work included in this Agreement subject to available funding.

Section IV. Compensation

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement and incorporated herein by reference.

Section V. General Provisions

1. Work Office

CONSULTANT shall perform the work under this Agreement at the following office(s):

Harry O. Hefter-Associates, Inc.

601 S. Lake Street Gary, Indiana 46403

55 East Jackson Blvd., Chicago, Illinois 60604

2. Subletting Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be

construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

3. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in his possession and any such loss or damage be restored at his expense.

4. Access to Records

Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY. The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY.

5. Compliance with State and Other Laws

~~The CONSULTANT specifically agrees that in performance of the services herein~~ enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all state, federal, and local statutes, ordinances, and regulations and obtain and pay for all permits that are applicable to the entry into and the performance of this Agreement.

6. Liability for Damages

At CONSULTANT's expense, CONSULTANT shall take all necessary precautions for the safety of, and the prevention of injury, loss and damage or death to, persons and property as a result of the work being performed under this Agreement, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities.

CONSULTANT shall be knowledgeable and fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against and employees against any claim or liability, including attorney's fees, arising from or based on the violation of any laws, regulations or ordinances.

CONSULTANT assumes all risk of loss, damage or destruction to the work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees or agents arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY. CONSULTANT shall perform through its subcontractor a subsurface exploration. LOCAL PUBLIC AGENCY shall indemnify, defend and hold harmless CONSULTANT and its subcontractor from any claims due to damages caused by unforeseen conditions.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY, and any employees of it from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work under this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by the CONSULTANT, his subcontractors, ~~anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may~~ be liable, regardless, of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to:

Lake County Board of Commissioners

Attn: Marcus W. Malczewski, Lake County Highway Superintendent

1100 E. Monitor Street
Crown Point, IN 46307

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation or early termination of the Agreement.

7. Worker's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter described provided by insurance companies authorized to do such business in the state of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its sole option terminate this Agreement and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Worker's Compensation Law, specifically including coverage for the State of Indiana. This Agreement shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) The CONSULTANT shall maintain a Comprehensive General Liability Form of Insurance with personal injury of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence with property damage liability limits of Five Hundred Thousand Dollars (\$500,000).

The policy shall include LOCAL PUBLIC AGENCY's and CONSULTANT's Comprehensive General Liability on a "blanket" basis to cover the operations of any subcontractors. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability) contained elsewhere in the Agreement and this shall appear on the certificate. The LOCAL PUBLIC AGENCY'S and CONSULTANT'S Comprehensive General Liability policy shall be written with a limit of One Million Dollars (\$1,000,000).

(C) The CONSULTANT shall maintain a comprehensive automobile form of insurance with personal injury liability limits of not less than One Million Dollars (\$1,000,000) in any one occurrence, and One Million Dollars (\$1,000,000) for two or more persons in any one occurrence. Property damage liability insurance shall be maintained with limits of not less than One Million Dollars (\$1,000,000) for any one occurrence. This coverage may be provided either as a separate policy or as a part of the comprehensive general liability form of policy described previously. The automobile insurance must include coverage for all owned, non-owned and hired vehicles.

8. Progress Reports

The CONSULTANT shall submit a Progress Report to the LOCAL PUBLIC AGENCY with each request for payment, showing progress to the ending date of the period for which the claim is being made. The report shall consist of a progress chart with the initial schedule over which shall be superimposed the current status of the work.

9. Changes in Work

In the event that the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a

supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

10. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY. It being understood, however, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any of its rights herein.

11. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement for any reason upon written notice.

If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be as made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for all services to be paid for on a lump sum basis and shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis.

If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several items specified in Appendix "C", or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT shall not, within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT,

and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address. No further compensation will be made to the CONSULTANT for work completed but terminated under this paragraph.

In case the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the COUNTY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the COUNTY any damages it may sustain by reason thereof.

12. Responsibility of the CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT.

Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this Agreement. Any construction costs, legal fees and administrative costs incurred by the LOCAL

PUBLIC AGENCY due to negligent performance or errors in design by the CONSULTANT shall be paid by the CONSULTANT upon demand by the LOCAL PUBLIC AGENCY.

13. Non-Discrimination

The CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of Agreement.

14. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

15. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT

LOCAL PUBLIC AGENCY
Board of County Commissioners,
Lake County, Indiana

By: Tamas Kutas
(Signature)

By: Roosevelt Allen Jr.
Roosevelt Allen Jr., President District 1

Tamas Kutas, COO

By: Gerry Scheub
Gerry Scheub, District 2

By: _____
(Signature)

By: Frances DuPey
Frances DuPey District 3

(Type Name & Title)

Attest: Peggy Katona
Peggy Katona, Lake County Auditor

Date: 08/16/06

APPROVED AS TO FORM AND LEGALITY.

By: Mark Thiros
Lake County Attorney Mark Thiros

APPENDIX "A"

Services by CONSULTANT

A. The CONSULTANT shall survey the project location and provide the LOCAL PUBLIC AGENCY with one set of original field notes for the data accumulation surveys. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1.1-12; and the "Survey Manual, Location Surveys, Indiana State Highway Commission" (Survey Manual), a copy of which is on file with the Indiana Department of Transportation, and which is incorporated by reference. The CONSULTANT acknowledges that ~~it has a copy of the Survey Manual. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1.1-~~ 12, or the Survey Manual, the order of precedence shall be:

1. 25-21.5,
2. I.A.C. 1.1-12, and
3. Survey Manual.

B. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted, except as modified by supplemental specifications and special provisions, if any: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets" as well as Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge, and Traffic Memoranda; and Road, Bridge, and Traffic Design Manuals. Preliminary plans and preliminary estimates of cost shall be completed to the point required to fulfill the requirements for a Combined Location - Design Public Hearing, and no further work shall be done on the plans unless and until specifically directed by the LOCAL PUBLIC AGENCY.

Following approval of the preliminary plans and notification from the LOCAL PUBLIC AGENCY, the CONSULTANT shall complete final design and prepare contract plans, special provisions for the specifications, and final cost estimates for construction of the project. If the project includes bridge structures, the CONSULTANT shall provide the screed elevations.

The cost estimate for construction shall be prepared according to the current practices for the LOCAL PUBLIC AGENCY and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT.

The CONSULTANT shall provide all project coordination necessary to develop plans for contract, including but not limited to:

1. Coordinating with and assisting the appropriate local Transportation Management Team to develop a Traffic Control Plan including any special elements identified in the Engineer's Report.
2. Coordinating with and supplying all necessary plans and design information to the LOCAL PUBLIC AGENCY for coordination of utility relocations.
3. Coordinating any necessary agreements for sewers, sidewalks, maintenance of traffic, etc., and supplying the design information required for preparation of an agreement by the LOCAL PUBLIC AGENCY.
4. Coordinating the design with the design of adjacent projects to ensure construction compatibility and continuity.
5. Direct coordination with the LOCAL PUBLIC AGENCY to respond to questions, meet with property owners when requested to do so, and submit right-of-way revisions to the LOCAL PUBLIC AGENCY in a timely manner.

The CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with 23 CFR 650, Subpart A, entitled "Location and Hydraulic Design of Encroachment of Flood Plains."

On projects involving bridge structures over any waterway, the CONSULTANT shall perform hydraulic calculations in accordance with the Hydraulics Guidelines dated November 1993, a copy of which is on file with INDOT, and which is incorporated by reference. The CONSULTANT shall also perform scour calculations for contraction and local scour for the design flood (Q100) and the superflood (Q500) and include calculation documentation with the hydraulic submittal. Scour calculations shall be performed in accordance with FHWA publication HEC-18, a copy of which is on file with INDOT, and which is incorporated by reference.

The CONSULTANT shall arrange and attend such conferences with the officials of INDOT and other interested agencies as may be required in performance of the CONSULTANT's services under this section of the contract. The CONSULTANT shall prepare presentation materials for conferences and shall prepare and distribute minutes.

The CONSULTANT shall prepare right-of-way plans as outlined in Part 9 of Volume II of the Road Design Manual for the Indiana Department of Transportation.

The CONSULTANT shall review revised final right-of-way plans to verify that the right-of-way lines shown match those shown on the construction plans prior to submitting final plans.

The CONSULTANT shall perform all phases of work described in this Agreement necessary to accomplish the complete design of the project to be constructed in conformity with the policies and standards set forth in 23 CFR Part 625, and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation.

- C. The CONSULTANT shall make or cause to be made a complete roadway Geotechnical Investigation in accordance with "Requirements for Geotechnical Investigations" dated 1 November 1984. A copy of the document is on file with INDOT, and same is incorporated herein by reference and is made part hereof. For bridge structures, the CONSULTANT shall

make or cause to be made the necessary borings and subsurface explorations and the analysis thereof in accordance with the "General Interactions for Bridge Structure Investigations," dated 1 June 1984, a copy of which is on file with INDOT, and the document is incorporated herein by reference and is made a part hereof. Prior to making the borings, the CONSULTANT shall submit boring specifications and boring locations and sketches of each structure for approval of the LOCAL PUBLIC AGENCY. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the foundation. In the event more extensive boring, sampling, and testing are needed, a supplemental agreement shall be executed to pay for the additional work. The CONSULTANT shall backfill bore holes or cause them to be backfilled in accordance with "Aquifer Protection Guidelines" dated December 9, 1987. A copy of the document is on file with the Indiana Department of Transportation, Division of Materials and Tests, Geotechnical section.

D. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following:

- 1 set of final approved tracings and 10 sets of blueline prints with cross-sections of the contract plans drawn to a suitable scale on standard 36" x 24" sheets prepared with the following process: ink on approved ink medium or computer plotter for all sheets, except cross-sections for computing earthwork quantities. The cross-sections for computing earthwork quantities shall be on approved cross-section paper, in ink, or as plotted by computer plotter.
- 1 set (original) of all survey field notes (transit & level notes) and 3.5" diskette, if electronically surveyed, section plats, and subdivision plats for all surveys the CONSULTANT has performed on the project. The field notes are to be in approved engineer field books.
- 10 sets of special provisions for the specifications.
- 2 copies of the construction cost estimate, computer produced.
- 1 copy of the estimate of quantities, computer produced.

- 2 copies of all quantity computations.
- 1 copy of all design computations, indexed, paged and bound.
- 2 floppy disks with estimate of quantities and construction cost estimate.

The responsible registrant shall affix his/her seal to all plans, specifications and reports.

E. The following Right-of-Way Engineering services will be provided to secure the permanent and temporary right-of-way needed for this project:

1. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting).
2. Prepare final Right-of-Way Plans.
 - a. Parcel boundaries in the project area.
 - b. Names of owners in the parcels shown.
 - c. Project center lines and S-lines.
 - d. Existing and proposed right-of-way lines.
 - e. Land section lines.
 - f. Prepare Parcel Listing Summary Sheet showing:
Parcel numbers, property owners, total area of property and type of taking.
3. Provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a registered land surveyor.
4. Provide individual plats for each parcel. Each plat shall include the following:
 - a. Legal descriptions
 - b. Total area before taking
 - c. Existing right-of-way
 - d. Area of taking
 - e. Areas of residue
 - f. Sketch of the parcel, drawn to scale, with the above data indicated thereon.

5. Provide Legal Instruments required for Transfer of Title and Recording.
6. Provide separate folders for each parcel containing information obtained above to be utilized by appraisers, negotiators and attorneys to provide the required right-of-way services.
7. Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate property lines and at other changes in bearing.

The CONSULTANT shall be available for assistance in interpretation of the right-of-way documents.

- F. The CONSULTANT shall provide the following Right-of-Way Services to secure the needed right-of-way for the project: Right-of-way management, appraisals/review appraisals, and negotiation and buying. The CONSULTANT shall provide a Guaranty of Title good for the past twenty (20) years prepared by a professional abstractor and insured for \$10,000 for each parcel. The CONSULTANT shall maintain accurate parcel files, which will be available at reasonable times for inspection by the LOCAL PUBLIC AGENCY. Upon acquisition of the parcel, the file shall be submitted to the LOCAL PUBLIC AGENCY. In addition, the CONSULTANT shall be available for consultation with the attorney for the LOCAL PUBLIC AGENCY in any legal proceedings, including pre-trial conferences and testimony, for an additional cost, if required.
- G. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.
- H. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by the LOCAL PUBLIC AGENCY to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by

persons other than the LOCAL PUBLIC AGENCY's designated representative, and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

- I. On projects involving bridge structures, the CONSULTANT shall review bridge shop drawings in accordance with the Indiana Department of Transportation's Shop Drawing Review Manual, a copy of which is on file with the Indiana Department of Transportation, and which is incorporated by reference.
- J. In fulfillment of this Agreement, the CONSULTANT shall comply with the requirements of the appropriate statutes and regulations or rules of the Indiana Department of Transportation and Federal Highway Administration.
- K. Provide graphic computer modeling information to the LOCAL PUBLIC AGENCY and cause it to be provided on the LOCAL PUBLIC AGENCY'S web page.

APPENDIX "B"

Information and Services to be furnished by LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

1. Assistance in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
2. Criteria for design and details for signs, signals, highways and structures such as grades, curves, site distances, clearances, design loadings, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of existing structures within the project limits, if available.
5. All written reviews pertinent to the project that are received by the LOCAL PUBLIC AGENCY.
6. Actual relocation and land acquisition costs.
7. Traffic assignments.
8. Available data from the transportation planning process.
9. Utility plans available to the LOCAL PUBLIC AGENCY covering utility facilities, the location of signals and underground conduits throughout the affected areas.
10. Guarantee access to enter upon public and private lands as required for the CONSULTANT under this Agreement.
11. All legal services as may be required for development of the project.

APPENDIX "C"

Schedule

All work by the CONSULTANT under this Agreement shall be completed and delivered to the LOCAL PUBLIC AGENCY for review and approval, if required, within the following time periods, exclusive of the LOCAL PUBLIC AGENCY's review time.

A. Field Survey

1. Field Survey complete within 45 calendar days after receipt of notice to proceed with the field survey.

B. Bridge Design and Right-of-Way Plans

1. Grade Review and Structure Type Selection within 75 calendar days after receipt from the LOCAL PUBLIC AGENCY of notice to proceed with design.
2. Final Contract plans for Preliminary Review within 90 calendar days after receipt from the LOCAL PUBLIC AGENCY of approval of Preliminary Plans.
3. Final Tracings with Cost Estimates and Special provisions within 15 calendar days after receipt from the LOCAL PUBLIC AGENCY of approval of preliminary review of final plans.

C. Soils Investigation and Reports

1. No later than the time set out above for submission of preliminary plans for final approval.

D. Right-of-Way Engineering

1. Right-of-way engineering services shall be completed within 30 calendar days after notice to proceed with final plans.

E. Right-of-Way Services

1. Right-of-way services and buying shall be completed within 90 calendar days of notice to proceed with final plans. Right-of-way parcels requiring condemnation proceedings to acquire the parcel are not subject to the schedule in this paragraph.

APPENDIX "D"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 131,375 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. The CONSULTANT will be paid for the work performed under this agreement in accordance with the following schedule:
 - a. Survey \$ 8,800.00
 - b. Bridge and Road Design and Plans \$ 47,275.00
 - c. Hydraulics \$ 15,200.00
 - d. Environmental-Permit Applications \$ 9,100.00

3. The CONSULTANT shall receive payment for the work performed under this Agreement related to geotechnical services based on the specific cost per unit multiplied by the actual units of work performed.
 - a. Geotechnical boring and sampling, as set out herein, will be paid for each of the items listed in Exhibit of this Agreement.

The amount of \$ 8,861 is an estimate of the cost that the CONSULTANT will incur in fulfilling the requirements of Section C of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$ 9,000 unless a supplemental agreement is executed

4. Right - of - Way Services

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price\$</u>	<u>Totals</u>
a. Final RW Engineering/Plans	1	Lsum		12,000
b. Legal Description, Transfer Documents, and Land Plats	2	parcels	4,400	8,800
c. RW Stake Out	1	Lsum		1,500
d. Appraisals				
1) Market Estimate	2	Lsum		200
2) Value Finding	2	Lsum		200
3) Short Form	2	Lsum		N/A
4) Long Form	2	Lsum		1,600
5) Review Appraisal	1	Lsum		1,500
e. Title Work	2	parcels		1,694
f. Buying	2	parcels	950	1,900
g. Management and Supervision	1	Lsum		8,275

The amount of \$ 34,669 is an estimate of the cost that the CONSULTANT will incur in fulfilling the requirements of Sections E and F of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$ 36,500 unless and until a supplemental agreement is executed.

5. The CONSULTANT shall provide LOCAL PUBLIC AGENCY with graphic modeling information per Section K of Appendix "A". _____ \$ 2,500
6. The CONSULTANT shall not be paid for any services performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to 2 years from the date of this Agreement, the fees for that portion of work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Sections A.2 thru A.5 of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and county claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 9 (Changes in Work) of the General Provisions, set out in this Agreement.

Order#17 - Agenda #17

In the Matter of L.C. Highway - Road Cut Permit - 5110 White Oak Terrace.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway's Road Cut Permit - 5110 White Oak Terrace. Motion passed 3-0.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

Applicant: Adam + Theresa Krepela
5110 White Oak Terrace
Lowell, IN
46356

DATE 7/10/06
 cell
 # 831-212-0933
690-4258

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by Dean Dewes of Dewes Excavati in behalf of the applicant. Permission is hereby granted to

Dewes Excavating, septic license #06-0276 to cut across entire length of road at 5110 White Oak Terrace to hook into sanitary sewer. To repair road all safety and State Highway Specifications will be met by the contractor, Dean Dewes
in accordance with the plans submitted and specifications outlined below. 406-1181 cell

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the curbing of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by:
Duane Alverson
Rich Combs

Lake County Highway Department

Approved by:
Frances DuPey
Garrett Allen
Dee Schuch

Lake County Board of Commissioners

Order#18 – Agenda #18

In the Matter of L.C. Highway – Certificate of Liability Insurance – Krooswyk Trucking & Excavating, Inc.; Dave's Tree Service; Sheehan Pipe Line Construction Co.; Dewes Excavating, Inc.

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway's Certificate of Liability Insurance – Krooswyk Trucking & Excavating, Inc.; Dave's Tree Service; Sheehan Pipe Line Construction Co.; Dewes Excavating, Inc. Motion passed 3-0.

Order#19 – Agenda #19

In the Matter of L.C. Highway – Request for permission to dispose of equipment at the Lake County Sheriff's Auction.

Allen made a motion, seconded by Scheub, to approve the L.C. Highway's request for permission to dispose of equipment at the Lake County Sheriff's Auction with the ratification of the Auction during the Sheriff's time at the meeting and if they ratify that then this will automatically be on it. Motion passed 2-1, Commissioner DuPey abstain.

ADD Order#20 – Agenda #19A

In the Matter of L.C. Highway – Vendor Qualification Affidavit with Dugan Investments, Inc. dba Fisher Associated Sign & Post Co.

Allen made a motion, seconded by DuPey, to approve the L.C. Highway's Vendor Qualification Affidavit with Dugan Investments, Inc. dba Fisher Associated Sign & Post Co. Motion passed 3-0.

Order#21 – Agenda #6

In the Matter of L.C. Building: Seek Proposals for the replacement of the aluminum entrance door located on the South West side of Westwind Manor.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Building Manager for the replacement of the aluminum entrance door located on the South West side of Westwind Manor from the following vendors, and ordered same to be returned by Wednesday, September 13, 2006 by 9:30 a.m. Motion passed 3-0.

Lazzaro Companies, Inc.

Midwest Glass

Glass City

Order#22 – Agenda #7

In the Matter of L.C. Building Manager – Requests for property disposal (L.C. Assessor, L.C. Board of Elections and Registration, L.C. Prosecutor, L.C. Treasurer).

Allen made a motion, seconded by DuPey, to approve the L.C. Building Manager's requests for property disposal (L.C. Assessor, L.C. Board of Elections and Registration, L.C. Prosecutor, L.C. Treasurer). Motion passed 3-0.

Order#23 - Agenda #8

In the Matter of L.C. Building Manager – Proposal from IKG Industries for galvanized steps for the Lake County Government Center Building B North and Building A East in the amount of \$26,980.79 and Vendor Qualification Affidavit.

DuPey made a motion, seconded by Allen, to approve the L.C. Building Manager's proposal from IKG Industries for galvanized steps for the Lake County Government Center Building B North and Building A East in the amount of \$26,980.79 and Vendor Qualification Affidavit. Motion passed 3-0.

ADD Order#24 – Agenda #8A

In the Matter of L.C. Building Manager – Emergency at the Hammond Courthouse concerning the Air Conditioning System.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the L.C. Building Manager's Emergency at the Hammond Courthouse concerning the Air Conditioning System. Motion passed 3-0.

ADD Order#25 – Agenda #8B

In the Matter of Proposals: L.C. Building Manager – A.B.C. Alarm Corporation for the replacement of the Fire Alarm Control Panel and Duct Detention Sensors at the East Chicago Courthouse in the amount of \$6,495.00 to be ratified.

Allen made a motion, seconded by DuPey, to accept the recommendation of the L.C. Building Manager's to approve A.B.C. Alarm Corporation in the amount of \$6,495.00 for the replacement of the Fire Alarm Control Panel and Duct Detention Sensors at the East Chicago Courthouse.

Letter of Recommendation:

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

Re: Fire alarm system at the East Chicago Courthouse

Dear Commissioners:

ADD Order#25 – Agenda #8B (Cont'd)

On July 19, 2006, you approved my request to invite proposals for replacing the fire alarm system at the East Chicago courthouse. Your approval also includes opening of the proposal received in advance of your regular meeting.

The Auditors Office received one proposal. The proposal received is from A.B.C. Alarm Corp. No Proposal was received from Inter State Alarm, Inc. or Johnson Controls who were also invited.

The proposal was opened in the presence of Brenda Koselke, Marilyn Garner and Angela Montgomery and myself. The price quoted by A.B.C. Alarm Corporation is \$6,495.00.

Because of the emergency nature of this matter, I ordered A.B.C. Alarm to proceed immediately with the project. I am asking that you ratify this action and approve the proposal submitted by A.B.C. Alarm Corporation.

If you have any questions please call me at (219) 746-9780.

Respectfully,
Dan Ombac

Order#26 – Agenda #20 – 22

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

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

FOOD

Shop Rite Foods	\$219,482.00
Pen Products	Partial \$9,387.90

DAIRY

U.S. Food Service	\$24,788.50
Pleasant View	\$30,444.10
Clover Crest Dairy	\$25,741.70
Pen Products	\$23,799.00

BREAD

Alpha Baking Co., Inc. LaPorte	\$85,270.14
Interstate Brands Corp.	Various Bids
Pen Products	Partial \$19,060.00
YES Distributors, Inc.	\$34,649.00

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

Order#27 – Agenda #24

In the Matter of L.C. Sheriff – Request for permission to conduct an Auction on Saturday, September 9, 2006 at 8:30 a.m. in the Police Garage and request for permission to auction off the vehicles as listed.

Allen made a motion, seconded by DuPey, to approve the L.C. Sheriff's request for permission to conduct an Auction on Saturday, September 9, 2006 at 8:30 a.m. in the Police Garage and request for permission to auction off the vehicles as listed. Motion passed 3-0.

Order#28 – Agenda #25

In the Matter of L.C. Sheriff – request for Commissioners to pay for the installation of windows at the Paramore Building per a quote from Menards in the amount of \$3,791.08.

Allen made a motion, seconded by DuPey, to table the L.C. Sheriff's request for Commissioners to pay for the installation of windows at the Paramore Building per a quote from Menards in the amount of \$3,791.08. Motion passed 3-0.

Order#29 – Agenda #26-28

In the Matter of L.C. Juvenile Center: Seek proposals for Food, Bread, and Dairy Products for the Fourth Quarter of 2006.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Juvenile Center for Food, Bread, and Dairy Products for the Fourth Quarter of 2006 from the following vendors, and ordered same to be returned by Wednesday, September 13, 2006 by 9:30 a.m.

FOOD

Shop Rite Foods	Gordon Food Service	Sysco Food Services
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BREAD

Kreamo Bakers	Interstate Brands	Sara Lee Baking
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DAIRY

Order#29 – Agenda #26-28 (Cont'd)

Pleasant View Dairy Corp.

Dairy Farms, Inc.

Clovercrest Dairy

Order#30 – Agenda #29

In the Matter of L.C. Board of Elections and Registration: Seek proposals for moving of the voting machines to and from the polling sites for the November 7, 2006 General Election.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Board of Elections and Registration for moving of the voting machines to and from the polling sites for the November 7, 2006 General Election from the following vendors, and ordered same to be returned by Wednesday, September 13, 2006 by 9:30 a.m.

Ferree Movers and Storage

On Time Movers from Gary, IN

Order#31 – Agenda #30

In the Matter of L.C. Board of Elections and Registration – Maintenance Agreement with Imaging Office Systems, Inc. for three (3) DR 9080C Capture Perfect Windows Scanners for the period of August 16, 2006 to August 15, 2007 in an amount not to exceed \$3,768.00.

DuPey made a motion, seconded by Allen, to approve the Maintenance Agreement between the L.C. Board of Elections and Registration and Imaging Office Systems, Inc. for three (3) DR 9080C Capture Perfect Windows Scanners for the period of August 16, 2006 to August 15, 2007 in an amount not to exceed \$3,768.00. Motion passed 3-0.

Order#32 – Agenda #31

In the Matter of L.C. Clerk – Consulting Services Agreement with Shared Resource Solutions, Inc. for the development of job descriptions in the amount of \$4,500.00 and training and preparation at the rate of \$75.00 per hour.

DuPey made a motion, seconded by Allen, to table the Consulting Services Agreement between the L.C. Clerk and Shared Resource Solutions, Inc. for the development of job descriptions in the amount of \$4,500.00 and training and preparation at the rate of \$75.00 per hour. Motion passed 3-0.

Order#33 – Agenda #32

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Samuel L. Cappas for Conflicts Attorney Services for the period of August 16, 2006 to December 31, 2006 in an amount not to exceed \$12,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Samuel L. Cappas for Conflicts Attorney Services for the period of August 16, 2006 to December 31, 2006 in an amount not to exceed \$12,000.00. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 16th day of August, 2006 Effective from August 16, 2006 to December 31, 2006 by and between SAMUEL L. CAPPAS, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (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:

CONFLICTS ATTORNEY SERVICES

- B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
 - E. Consultant shall include the following detailed information on invoices:
 - i. Indicate date of service.
 - ii. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - iii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iv. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

Order#33 – Agenda #32 (Cont'd)

4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. 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.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

Order#33 – Agenda #32 (Cont'd)

17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

SAMUEL L. CAPPAS
2546 45TH STREET
HIGHLAND, IN 46322
(219) 924-4101
(219) 924-4104 FAX
ATTORNEY NO. 11157-45

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
ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DUPEY

CONSULTANT:
SAMUEL L. CAPPAS
ATTORNEY AT LAW

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#34 – Agenda #33

In the Matter of L.C. Public Defender, Conflicts Division – Consulting Contract with Alexis R. Griffin for Conflicts Attorney Services for the period of August 16, 2006 to December 31, 2006 in an amount not to exceed \$12,000.00.

DuPey made a motion, seconded by Allen, to approve the Consulting Contract between the L.C. Public Defender, Conflicts Division and Alexis R. Griffin for Conflicts Attorney Services for the period of August 16, 2006 to December 31, 2006 in an amount not to exceed \$12,000.00. Motion passed 3-0.

CONSULTING CONTRACT

THIS AGREEMENT, entered into 16th day of August, 2006 Effective from August 16, 2006 to December 31, 2006 by and between ALEXIS R. GRIFFIN, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY PUBLIC DEFENDER, CONFLICTS DIVISION (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:

CONFLICTS ATTORNEY SERVICES

- 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.

Order#34 – Agenda #33 (Cont'd)

- i. Specify activities in detail to include with whom Consultant met and what project activities were performed.
 - ii. Indicate the time period of the day during which the project activities were performed, (i.e. 10:15 P.M. to 11:35 P.M.).
 - iii. Quantity this by quarters of hours (.25 = 15 minutes).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Twelve thousand Dollars (\$12,000.00) for all services require herein at the rate of \$60.00 per hour, pursuant to the guidelines of the State Public Defender Commission, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Public Defender's current Budget. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. 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.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, Subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no even shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part if the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All if the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of service are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race religion, and sex,
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to subject breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by the agreement.
15. **Miscellaneous Provisions.**
 - A. This agreement represent the entire understanding between the parties and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of it's elected or appointed official or employees.

Order#34 – Agenda #33 (Cont'd)

- D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoice, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflicts of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Ord. 1077C, passed 7-10-90).
- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.
18. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the service provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

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

ALEXIS R. GRIFFIN
6700 BROADWAY
MERRILLVILLE, IN 46410
(219) 614-1893
(219) 736-1025 FAX
ATTORNEY NO. 26205-45

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
ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DUPEY

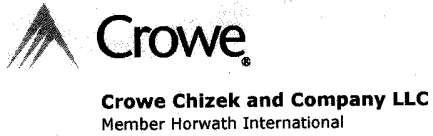
CONSULTANT:
ALEXIS R. GRIFFIN
ATTORNEY AT LAW

ATTEST:
PEGGY KATONA
LAKE COUNTY AUDITOR

Order#35 – Agenda#34

In the Matter of L.C. Recorder – Contract with Crowe Chizek and Company, LLC concerning Information Technology.

Allen made a motion, seconded by DuPey, to approve the Contract between the L.C. Recorder and Crowe Chizek and Company, LLC concerning Information Technology. Motion passed 3-0.



70 West Madison Street, Suite 700
Chicago, Illinois 60602-4903
Tel 312.899.7000
Fax 312.899.5300
www.crowechizek.com

July 5, 2006

Michael A. Brown
Lake County Recorder
2293 North Main Street
Crown Point, Indiana 46307

Dear Michael:

This letter confirms the arrangements for Crowe Chizek and Company LLC ("Crowe Chizek" or "us" or "we" or "our") to perform the requested services as discussed in Attachment A in connection with the Lake County Recorder's Office ("the Corporation" or "you" or "your") Information Systems from information you provide. The attached Crowe Chizek Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

This service will be performed in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. The extent and sufficiency of the services and procedures to be performed will be determined with you and are solely the responsibility of the management of the Recorder's Office.

Our services and work product are intended for the benefit and use of the Recorder's Office. This engagement will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party. The working papers for this engagement are the property of Crowe Chizek and constitute confidential information.

You agree to be responsible to: make all management decisions and perform all management functions; designate an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management to oversee our services; evaluate the adequacy and results of the services performed; accept responsibility for the results of the services; and establish and maintain internal controls, including monitoring ongoing activities.

FEES

Services will be performed on a fixed fee basis. We will invoice you for our services and for out-of-pocket expenses at the conclusion of the services. We estimate the cost for performing these services to be \$25,000. Our invoices are due and payable upon receipt. Bills that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees.

Michael A. Brown
Lake County Recorder
July 5, 2006
Page 2

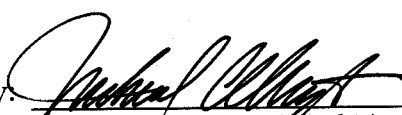
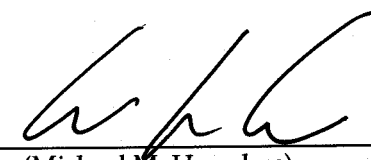
This engagement letter and the attached Crowe Chizek Engagement Terms reflect the entire agreement between us relating to the services covered by this letter. The headings included in this letter are to assist in ease of reading only; the letter and attachment are to be construed as a single document, with the provisions of each section applicable throughout. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter. The agreements of the Corporation and Crowe Chizek contained in this engagement letter shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included. This agreement is governed by the internal laws of the State of Illinois.

We thank you for selecting Crowe Chizek for this engagement. If the terms of this letter and the attached Crowe Chizek Engagement Terms are acceptable to you, please sign and date below and return a copy of this letter at your earliest convenience. If you have any questions, please contact Robert S. Dobis at 630-586-5252.

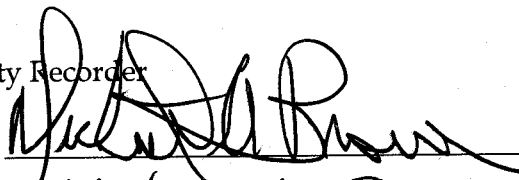
Thank you for the opportunity to serve your organization.

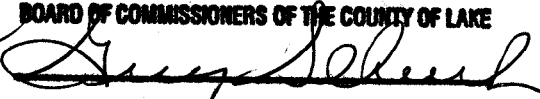
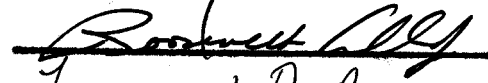
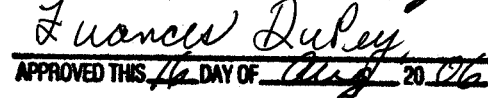
Very truly yours,

Crowe Chizek and Company LLC

By:  cc: 
(Robert S. Dobis) (Michael M. Harmless)
MICHAEL A. CLAYTOR

I have reviewed the arrangements outlined above and in the attached Crowe Chizek Engagement Terms, and I accept on behalf of the Corporation the terms and conditions as stated.

Lake County Recorder
Signature: 
Printed Name: Michael A. Brown
Title: Recorder
Date: August 16, 2006

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 16 DAY OF Aug 2006

Crowe Chizek Engagement Terms

We want you to understand the basis under which we offer our services to you and determine our fees, as well as to clarify the relationship and responsibilities between your organization and ours. These terms are part of our engagement letter and apply to all future services, unless a specific engagement letter is entered into for those services. We specifically note that no advice we may provide should be construed to be investment advice.

YOUR ASSISTANCE - For us to provide our services effectively and efficiently, you agree to provide us the information we request in a timely manner and to make your employees available for our questions. The availability of your personnel and the timetable for their assistance are key elements in the successful completion of our services and in the determination of our fees. Completion of our work depends on appropriate and timely cooperation from your personnel; complete, accurate, and timely responses to our inquiries; and timely communication by you of all significant accounting and financial reporting matters of which you are aware. If for any reason this does not occur, a revised fee to reflect the additional time or resources required by us will be mutually agreed upon, and you agree to hold us harmless against all matters that arise in whole or in part from any resulting delay.

If circumstances arise that, in our professional judgment, prevent us from completing this engagement, we retain the right to take any course of action permitted by professional standards, including declining to issue work product or withdrawing from the engagement.

CONFIDENTIALITY - We will maintain the confidentiality of your confidential information in accordance with professional standards. You agree not to disclose any confidential material you obtain from us without our prior written consent, except to the extent such disclosure is an agreed objective of this engagement. Your use of our work product shall be limited to its stated purpose and to your business use only. We retain the right to use the ideas, concepts, techniques, industry data, and know-how we use or develop in the course of the engagement. You agree to the use of fax, email, and voicemail to communicate both sensitive and non-sensitive matters; provided, however, that nonpublic personal information regarding your customers or consumers shall not be communicated by unencrypted email. We may use a third-party service provider in providing professional services to you which may require our sharing your confidential information with the provider. If we use a third-party service provider, we will enter into a confidentiality agreement with the provider to require them to maintain the confidentiality of your confidential information.

CHANGES - We may periodically communicate changes in laws, rules, or regulations to you. However, you have not engaged us to and we do not undertake an obligation to advise you of changes in laws, rules, regulations, industry or market conditions, your own business practices, or other circumstances, except to the extent required by professional standards.

PUBLICATION - You agree to obtain our specific permission before using our report or our firm's name in a published document, and you agree to submit to us copies of such documents to obtain our permission before they are filed or published.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES - Any liability of Crowe Chizek to you shall not include any special, consequential, incidental, punitive, or exemplary damages or loss nor any lost profits, savings, or business opportunity.

LIMIT OF LIABILITY - The provisions of this section establishing a limit of liability will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. With respect to any services or work product or this engagement in general, the liability of Crowe Chizek and its personnel shall not exceed the fees we receive for the portion of the work giving rise to liability. A claim for a return of fees paid shall be the exclusive remedy for any damages. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This limitation of liability shall also apply after termination of this agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS - The provisions of this section for indemnification will not apply if, as determined in a judicial proceeding, we performed our services with gross negligence or with willful misconduct. Our engagement with you is not intended to shift risks normally borne by you to us. In the event of a legal proceeding or other claim brought against us by a third party, you agree to indemnify and hold harmless Crowe Chizek and its personnel against all costs, fees, expenses, damages, and liabilities, including defense costs and legal fees, associated with such third-party claim arising from or relating to any services or work product that you use or disclose to others, or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted. This indemnification shall also apply after termination of this agreement.

RESPONSE TO LEGAL PROCESS - If we are requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you and we are not a named party to the proceeding, you will reimburse us for our professional time, plus out-of-pocket expenses, as well as reasonable attorney fees we incur in responding to such request.

MEDIATION - If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between you or any of your affiliates or principals, and Crowe Chizek, and if the dispute cannot be settled through negotiation, you and Crowe Chizek agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. The results of mediation shall be binding only upon agreement of each party to be bound. Costs of any mediation shall be shared equally by both parties.

JURY TRIAL - In the unlikely event that differences concerning our services or fees arise between us that are not resolved by mutual agreement or mediation, you and we agree to waive a trial by jury to facilitate judicial resolution and save the time and expense of both parties.

LEGAL AND REGULATORY CHANGE - The scope of services and the fees for the services covered by the accompanying letter are based on current laws and regulations. If changes in laws or regulations change your requirements or the scope of our work, you and we agree that our fees will be modified to a mutually agreed-upon amount to reflect the changed level of our effort.

2 of 5

NON-SOLICITATION - You and we acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement and for one year after its expiration or termination, neither party will solicit any personnel of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

AFFILIATES - Crowe Chizek and Company LLC (Crowe Chizek) is a member of Horwath International Association, a Swiss association (Horwath). Each member firm of Horwath is a separate and independent legal entity. Crowe Chizek and its affiliates are not responsible or liable for any acts or omissions of any other member of Horwath and hereby specifically disclaim any and all responsibility or liability for acts or omissions of any other member of Horwath.

Attachment A

For the services listed below, it is assumed that the Lake County Recorder will provide us with access to the information requested and/or access to the employees and contractors that can provide the information.

Software Licenses

1. Crowe will obtain an inventory listing of all Lake County Recorder's information technology equipment including workstations, servers, scanners, microfilm devices, printers, network devices, and backup devices.
2. Crowe will prepare a list of all software applications installed on each workstation and server.
3. Crowe will obtain all existing software licensing agreements from the Lake County Recorder or consultant contractors.
4. Crowe will compare the list of software applications prepared above to the software licensing agreements obtained identifying the differences between the software installed and the licensing agreements collected, if any.

Data Backup (Excluding Archival to Microfilm)

1. Crowe will obtain existing Lake County Recorder's policies and procedures related to data backup.
2. Crowe will read and comment on the thoroughness of the existing data backup policies and procedures.
3. Crowe will compare current policies and procedures obtained to Industry best practices identifying the differences between current data backup policies and procedures and Industry best practices.

Equipment Replacement / Refresh

1. Crowe will obtain existing Lake County Recorder's policies and procedures related to information technology equipment replacement (e.g. workstations, servers, scanners, microfilm devices, printers, network devices, backup devices).
2. Crowe will read and comment on the thoroughness of the existing equipment replacement policy.
3. Crowe will compare replacement policies and procedures to Industry best practices identifying the differences between information technology equipment replacement policies and procedures and Industry best practices.

Computer System Disaster Recovery

1. Crowe will obtain existing Lake County Recorder's policies and procedures related to computer system disaster recovery.
2. Crowe will read and comment on the thoroughness of the computer system disaster policies and procedures.
3. Crowe will compare disaster recovery procedures to Industry best practices identifying the differences between current computer system disaster recovery policies and procedures and Industry best practices.

Information Technology Services

1. Crowe will obtain all invoices paid by the Lake County Recorder for Information Technology maintenance and system replacement over the past three years.
2. Based upon this invoice information, Crowe will prepare a list of services provided by service type (Maintenance, Replacement Parts, Replacement Systems, New Systems, etc.).

Final Report

1. Crowe will prepare a final report that documents the information technology inventory, gap analysis results, and findings and recommendations that result from the gap analysis.

Scope Changes

If it were mutually decided that the scope of the engagement and Crowe' involvement should change after work has started on the above services, Crowe and the Lake County Recorder will jointly evaluate if the change is within the scope of the services listed above.

If the change is outside the scope but deemed necessary to the engagement, Crowe will prepare a cost and schedule estimate for the change, at no charge to the Lake County Recorder. At this point, the Recorder's Office will either direct Crowe to implement the change, close the change request for business reasons, or place the change request on hold for later implementation. Upon the Lake County Recorder's approval of a change request for implementation, Crowe will document the scope and fees as an addendum to this engagement letter.

Order#36 – Agenda#35

In the Matter of L.C. Recorder: Seek Proposals for one (1) Grayscale with manual book cradle w/o glass (40 DPI) Workstation Book Scanner.

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the L.C. Recorder for a Workstation Book Scanner and ordered same to be returned by Wednesday, September 13, 2006 by 9:30 a.m.

Order#37 – Agenda #36

In the Matter of L.C. Assessor – Consulting Contract Amendment to the Agreement entered into between Laszlo & Popp, PC on February 15, 2006 for an additional \$60,000.00.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract Amendment to the Agreement entered into between the L.C. Assessor and Laszlo & Popp, PC on February 15, 2006 for an additional \$60,000.00. Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

This is an amendment to the Agreement entered into between Laszlo & Popp, PC and the Board of Commissioners of the county of Lake on behalf of the Lake County Assessor on the 15th day of February, 2006 for Contract Attorney Consulting Services for the Lake County Assessor to be paid for out of the Lake County Assessor's Budget.

The contract is amended as follows: This is an additional Sixty Thousand (\$60,000.00) dollars and at the same rates of pay.

Approved this 16th day of August, 2006

Board of Commissioners
Of the County of Lake
Gerry J. Scheub
Frances DuPey
Roosevelt Allen Jr.

Consultant
Brian P. Popp
Attest:
Peggy Katona, Lake County Auditor

Order#38 – Agenda #37

In the Matter of L.C. Assessor – Consulting Contract Amendment to the Agreement entered into between Parker, Poe, Adams, & Bernstein, L.L.P. on February 15, 2006 for an additional \$240,000.00.

Allen made a motion, seconded by DuPey, to approve the Consulting Contract Amendment to the Agreement entered into between the L.C. Assessor and Parker, Poe, Adams, & Bernstein, L.L.P on February 15, 2006 for an additional \$240,000.00 Motion passed 3-0.

CONSULTING CONTRACT AMENDMENT

This is an amendment to the Agreement entered into between Parker, Poe, Adams, & Bernstein, L.L.P and the Board of Commissioners of the county of Lake on behalf of the Lake County Assessor on the 15th day of February, 2006 for Contract Attorney Consulting Services for the Lake County Assessor to be paid for out of the Lake County Assessor's Budget.

The contract is amended as follows: This is an additional Two Hundred Forty Thousand (\$240,000.00) dollars and at the same rates of pay.

Approved this 16th day of August, 2006

Board of Commissioners
Of the County of Lake
Gerry J. Scheub
Frances DuPey
Roosevelt Allen Jr.

Consultant
Charles C. Meeker
Attest:
Peggy Katona, Lake County Auditor

Order#39 – Agenda #38

In the Matter of L.C. Plan Commission – Release and Resolution of Performance Bond for Ristevski Acres.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Release and Resolution of Performance Bond for Ristevski Acres. Motion passed 3-0.

RELEASE

WHEREAS, JOVANA RISTEVSKI, principal has on the 7th day of March 2004 filed a Performance Bond in the form of a Cashier's Check (#4670539491) through Centier Bank in the amount of Two Thousand Three Hundred Twenty and 00/100 Dollars (\$2,320.00) for required Improvements in RISTEVSKI ACRES.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of a Cashier's Check (#4670539491) through Centier Bank in the amount of Two Thousand Three Hundred Twenty and 00/100 Dollars (\$2,320.00) effective this date.

DATED 16th OF AUGUST, 2006.

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

Order#39 – Agenda #38 (Cont'd)

ROOSEVELT ALLEN JR., COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – RISTEVSKI ACRES

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for RISTEVSKI ACRES.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN JR., COMMISSIONER
FRANCES DUPEY, COMMISSIONER

Order#40 – Agenda #39

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Cashier's Check #4670539491 in the amount of \$2,320.00 for improvements for Ristevski Acres Subdivision.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission 's Performance Bond in the form of a Cashier's Check #4670539491 in the amount of \$2,320.00 for improvements for Ristevski Acres Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: August 16, 2006
SUBDIVISION: Ristevski Acres
BONDING COMPANY: Cashier's Check
PETITIONER: Jovana Ristevski

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

TOTAL: \$2,320.00

Available by your drafts on us at sight.

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#41 – Agenda #40

In the Matter of L.C. Plan Commission – Release and Resolution of Performance Bond for Fuller Island Subdivision.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Release and Resolution of Performance Bond for Fuller Island Subdivision. Motion passed 3-0.

RELEASE

WHEREAS, LILLIAN SCHOON PISKE and RICHARD W. SCHOON, principal has on the 15th day of March 2006 filed a Performance Bond in the form of a Cashier's Check (#08868800) through Fifth Third Bank in the amount of Ten Thousand Nine Hundred Eighty and 52/100 Dollars (\$10,980.52) for required Improvements in FULLER ISLAND SUBDIVISION.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of a Cashier's Check (#0886880) through Fifth Third Bank in the amount of Ten Thousand Nine Hundred Eighty and 52/100 Dollars (\$10,980.52) effective this date.

DATED 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN JR., COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – FULLER ISLAND SUBDIVISION

Order#41 – Agenda #40 (Cont'd)

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for FULLER ISLAND SUBDIVISION.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN JR., COMMISSIONER
FRANCES DUPEY, COMMISSIONER

Order#42 – Agenda #41

In the Matter of L.C. Plan Commission – Release and Resolution of Performance Bond for Hideaway Acres Subdivision.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Release and Resolution of Performance Bond for Hideaway Acres Subdivision. Motion passed 3-0.

RELEASE

WHEREAS, BRIAN and DANA KALUF, principal has on the 21st day of September 2005 filed a Performance Bond in the form of an Official Bond Check (#64389307) through Bank One in the amount of Two Thousand Four Hundred sixty and 00/100 Dollars (\$2,460.00) for required Improvements in HIDEAWAY ACRES SUBDIVISION.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Official Bond Check (#64389307) through Bank One in the amount of Two Thousand Four Hundred sixty and 00/100 Dollars (\$2,460.00) effective this date.

DATED 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN JR., COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – HIDEAWAY ACRES SUBDIVISION

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for HIDEAWAY ACRES SUBDIVISION.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN JR., COMMISSIONER
FRANCES DUPEY, COMMISSIONER

Order#43 – Agenda #42

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit #5210636339195 in the amount of \$17,985.00 for improvements for Bennett's Ridge Subdivision.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of an Irrevocable Letter of Credit #5210636339195 in the amount of \$17,985.00 for improvements for Bennett's Ridge Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: July 19, 2006
SUBDIVISION: Bennett's Ridge
BONDING COMPANY: Citizen's Financial Bank
PETITIONER: John W. Bennett

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

TOTAL: \$17,985.00

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER

Order#43 – Agenda #42(Cont'd)

FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#44 – Agenda #43

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Irrevocable Letter of Credit #2230078231 in the amount of \$26,295.00 for improvements for Enclave, Unit 3.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of an Irrevocable Letter of Credit #2230078231 in the amount of \$26,295.00 for improvements for Enclave, Unit 3. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: July 19, 2006
SUBDIVISION: Enclave, Unit 3
BONDING COMPANY: Sand Ridge Bank
PETITIONER: KMW Properties, L.L.C.

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

TOTAL: \$26,295.00

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#45 – Agenda #44

In the Matter of L.C. Plan Commission – Release and Resolution of Performance Bond for Mitsch Acres Subdivision in the form of a Cashier's Check #39327110 in the amount of \$3,300.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Plan Commission's Release and Resolution of Performance Bond for Mitsch Acres Subdivision in the form of a Cashier's Check #39327110 in the amount of \$3,300.00. Motion passed 3-0.

RELEASE

WHEREAS, BRIAN MITSCH, principal has on the 20TH day of July 2005 filed a Performance Bond in the form of a Cashier's Check (#39327110) through Bank One in the amount of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) for required Improvements in MITSCH ACRES SUBDIVISION.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of a Cashier's Check (#39327110) through Bank One in the amount of Three Thousand Three Hundred and 00/100 Dollars (\$3,300.00) effective this date.

DATED 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER
ROOSEVELT ALLEN JR., COMMISSIONER

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – MITSCH ACRES SUBDIVISION

WHEREAS, The County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for MITSCH ACRES SUBDIVISION.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 16th OF AUGUST, 2006.

BOARD OF COMMISSIONERS, COUNTY OF LAKE
GERRY SCHEUB, PRESIDENT
ROOSEVELT ALLEN JR., COMMISSIONER
FRANCES DUPEY, COMMISSIONER

Order#46 – Agenda #45

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check #0973848 in the amount of \$6,000.00 for improvements in Snyder’s Subdivision.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of an Official Check #0973848 in the amount of \$6,000.00 for improvements in Snyder’s Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: August 16, 2006
SUBDIVISION: Snyder Acres
BONDING COMPANY: Official Check
PETITIONER: Gary & Sandra Snyder

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

TOTAL: \$6,000.00

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#47 – Agenda #46

In the Matter of L.C. Plan Commission – Performance Bond in the form of a Cashier’s Check #4437248261 in the amount of \$6,000.00 for improvements in DSM Addition Subdivision.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of a Cashier’s Check #4437248261 in the amount of \$6,000.00 for improvements in DSM Addition Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: August 16, 2006
SUBDIVISION: DSM Addition
BONDING COMPANY: Cashier’s Check
PETITIONER: Donald Sikma

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

TOTAL: \$6,000.00

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

Order#48 – Agenda #47

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check #804928389 in the amount of \$586.30 for improvements in Maria Acres Subdivision.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of an Official Check #804928389 in the amount of \$586.30 for improvements in Maria Acres Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: August 16, 2006
SUBDIVISION: Maria Acres
BONDING COMPANY: Official Check
PETITIONER: Robert and Maria Bigbie

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

TOTAL: \$586.30

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

Order#48 – Agenda #47 (Cont'd)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

ADD Order#49 – Agenda #47A

In the Matter of L.C. Plan Commission – Performance Bond in the form of an Official Check #804928389 in the amount of \$586.30 for improvements in Maria Acres Subdivision.

DuPey made a motion, seconded by Allen, to approve the Performance Bond in the form of an Official Check #804928389 in the amount of \$586.30 for improvements in Maria Acres Subdivision. Motion passed 3-0.

LAKE COUNTY PLAN COMMISSION

Date: August 16, 2006
SUBDIVISION: Maria Acres
BONDING COMPANY: Official Check
PETITIONER: Robert and Maria Bigbie

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

TOTAL: \$586.30

All of which is hereby resolved and adopted this 16th day of August, 2006.

ENTERED IN BOND BOOK NO. AND PAGE NO.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN, JR., COMMISSIONER
GERRY SCHEUB, COMMISSIONER
FRANCES DUPEY, COMMISSIONER

ATTEST: PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR

ADD Order#50 – Agenda #47B

In the Matter of Lake County Plan Commission: Order-Bond Forfeiture, Connors vs. Oparka Construction.

DuPey made a motion, seconded by Allen, to approve the Bond Forfeiture against Oparka Construction. Motion passed 3-0.

Order#51 – Agenda #48

In the Matter of L.C. Public Works: Seek Proposals for a New Portable Screening Plant.

DuPey made a motion, seconded by Allen, to approve the seeking of proposals for the L.C. Public Works for a New Portable Screening Plant from the following vendors, and ordered same to be returned by Wednesday, September 13, 2006 by 9:30 a.m. Motion passed 3-0.

D & B Construction Equipment Sales
ULT Equipment Inc.

D-P Equipment
B & W Equipment Co., Inc.

ADD Order#52 – Agenda #48A a-c

In the Matter of Proposals for Bathroom Renovations at the L.C. Fairgrounds for Roof, Electrical, and Plumbing.

This being the day, time and place for the receiving of proposals for Bathroom Renovations at the L.C. Fairgrounds for Roof, Electrical, and Plumbing for the L.C. Fairgrounds, the following proposals were received:

PLUMBING

Keough Mechanical Corp.	\$66,310.00
Budget Maintenance Construction	\$51,480.00
Gatlin Plumbing	\$39,776.00

ROOFING

Maris Roofing Co.	\$10,200.00
Culver Roofing, Inc.	\$13,770.00

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

Order#53 – Agenda #49

In the Matter of Consulting Engineering Report: Seek Proposals for Asbestos Risk Survey.

Order#53 – Agenda #49 (Cont'd)

Allen made a motion, seconded by DuPey, to approve the seeking of proposals for the Consulting Engineer for Asbestos Risk Survey from the following vendors, and ordered same to be returned Wednesday, September 19, 2006 by 9:30 a.m. Motion passed 3-0.

Gabriel Laboratory Vam Laboratory Keter Consulting

Order#54 – Agenda #51

In the Matter of E-9-1-1: SBC Global Services, Inc. d/b/a AT&T Global Services in the amount of \$4,625.00 regarding Hobart Police Department.

DuPey made a motion, seconded by Allen, to approve the E-9-1-1 - SBC Global Services, Inc. d/b/a AT&T Global Services in the amount of \$4,625.00 regarding Hobart Police Department. Motion passed 3-0.

Order#55

In the Matter of Board of Commissioners.

Scheub made a motion, seconded by DuPey, to approve to sue the State to recover our \$23,000,000.00 for the reassessment that affected only Lake County and not the other 90 Counties. Motion passed 3-0.

DuPey made a motion, seconded by Allen, to approve that the three Mayors need to get together with the Board of Commissioners with other groups of Government and demand that they show up for a legislative meeting here to show what could happen in the future because the future looks very bleak for Lake County and its residents. Motion passed 3-0.

ADD Order#56 – Agenda #48A b

In the Matter of Proposals for Bathroom Renovations at the L.C. Fairgrounds for Electrical.

This being the day, time and place for the receiving of proposals for Bathroom Renovations at the L.C. Fairgrounds for Electrical for the L.C. Fairgrounds, the following proposals were received:

Budget Maintenance Construction \$9,500.00

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

Order#57 – Agenda #51

In the Matter of E-9-1-1 – Government Capital Corporation/Spillman Technologies, Inc. in the amount of \$399,770.00.

DuPey made a motion, seconded by Allen, to rescind the contract that was signed and reauthorize the new contract. Motion passed 3-0.

Order#58 – Agenda #52

In the Matter of Transfer of funds to the Lake County Data Board in connection with multiple listing service.

Allen made a motion, seconded by DuPey, to table the Transfer of funds to the Lake County Data Board in connection with multiple listing service. Motion passed 3-0.

Order#59 – Agenda #53

In the Matter of Acceptance of quit claim deed for the old Cedar Lake Library.

Allen made a motion, seconded by Scheub, to approve the acceptance of quit claim deed for the old Cedar Lake Library. Motion passed 2-1, Commissioner DuPey against.

Order#60 – Agenda #55

In the Matter of L.C. Board of Commissioners - Operations Contract with Utility Services Corporation (US Corp) for the Hermit's Lake Wastewater Treatment Plant for the period of July 1, 2006 to June 30, 2007 at the rate of \$2,805.00 per month for Wastewater Operations and \$450.00 per month for Laboratory.

Allen made a motion, seconded by DuPey, to approve the Operations Contract between the L.C. Board of Commissioners and Utility Services Corporation (US Corp) for the Hermit's Lake Wastewater Treatment Plant for the period of July 1, 2006 to June 30, 2007 at the rate of \$2,805.00 per month for Wastewater Operations and \$450.00 per month for Laboratory. Motion passed 3-0.

OPERATIONS CONTRACT

THIS CONTRACT, made the 16 day of August, 2006, by and between Lake County Board of Commissioners, Lake County, Indiana (hereafter called the Responsible Official); and Utility Services Corporation (hereafter called USCorp); certified to operate per Indiana Department of Environmental Management, with offices located at 305 West 700 North, Valparaiso, Indiana 46385.

INTRODUCTION

The Responsible Official has a WASTEWATER treatment plant (hereafter called the Facility) serving the communities of HERMIT'S LAKE. The Responsible Official and USCorp desire to enter into a contract for operation of the Responsible Official's Facility.

NOW THEREFORE, in consideration of the mutual agreement herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed between the Responsible Official and USCorp as follows.

I. TERM AND TERMINATION

Effective Date

This contract shall be effective as of the 1st day of JULY, 2006.

Duration of Contract

This contract shall be effective for a TWELVE - (12) month period commencing JULY 1, 2006 and ending JUNE 30, 2007.

Termination of Contract

Either party may cancel this Contract upon 30 days prior written notice with cause and 90 days written notice without cause. This contract may also be cancelled if the Responsible Official will not perform maintenance or upgrades, which directly affect the Facility performance.

The Responsible Official may cancel if the Indiana Department of Environmental Management (hereafter called IDEM) notifies Responsible Official in writing of any permit violations or violation of any other material environmental regulation has occurred due to the method of USCorp's performance or lack of performance of this Contract, and if USCorp has not corrected such failures after written notice from the Responsible Official and granted a reasonable opportunity to rectify.

II. SCOPE OF SERVICES

General

Utility Services Corporation (USCorp) shall operate the Facility as an agent for the Responsible Official. Manage its employees in performing operations; achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the Responsible Official regularly on the status of such activities. USCorp's services are related to system operation, maintenance and management and do not include professional design or engineering services. The policy making and governmental functions relating to the utility shall remain fully vested in the Responsible Official. Such functions shall include, but not be limited to, changes of treatment process; approving all major contracting for services or goods; responsibility for IDEM, or the Environmental Protection Agency (hereafter called EPA) regulations regarding environmental regulatory compliance, and the like; and any other significant policy decisions regarding the departments. In the event of any questions regarding possible policy implications of an operation decision, USCorp shall consult with the Responsible Official to reach agreement of the degree of involvement of the Responsible Official that may be necessary under this paragraph. In the event the parties are unable to agree, the matter shall be deemed a policy function of the Responsible Official, and the Responsible Official's decision in the matter shall in all events be controlling.

Scope of Services

Without limiting the generality of the foregoing, the following is a list of specific contractual services which may be performed by USCorp under this Contract.

1. Operate the facility Monday – Friday, five - (5) days per week, performing all on-site testing required by IDEM and/or EPA permits and make all plant adjustments according to laboratory testing results.
2. Provide wastewater treatment plant sampling and laboratory testing as required to maintain the Facility in compliance with present IDEM and/or EPA permits.
3. Complete and submit all reports required by present IDEM and/or EPA permits. USCorp will generate copies of all reports for the Responsible Official, the Facility and USCorp files.
4. Inspect the Facility's Liftstation(s) Monday – Friday, five (5) days per week.
5. Maintain all chemical levels at the Facility.
6. Provide routine maintenance (oil upkeep, blower belt upkeep, etc..) to ensure proper preventative maintenance to the blower units at the Facility.
7. Provide certified operators to operate the Facility at rates specified under this Contract.
8. Provide a report of activities performed under the scope of this Contract that details recommendations, solutions, and projected costs to the Responsible Official and the facility by fax.
9. Provide common housekeeping at the Facility to a degree satisfactory to the IDEM.
10. Assist the Responsible Official with customer relations where appropriate.

III. RESPONSIBLE OFFICIALS FUNCTIONS

The Responsible Official shall exercise the following functions relative to the Facility.

1. All policy decisions regarding level or kind of treatment, water pollution control or other regulatory standards shall be reserved to the Responsible Official with the advice and guidance of USCorp.
2. All questions of capital improvements, or treatment or control strategies as they may affect the relative requirement for labor or capital.
3. The Responsible Official must approve all contracting and subcontracting by the Responsible Official or by USCorp on behalf of the Responsible Official.
4. The Responsible Official may direct USCorp to adjust specific strategies for operation in response to regulatory concerns, or administrative or court order. In such events, USCorp agrees to promptly follow such instructions, notwithstanding that USCorp may in good faith question whether its actions are within the scope of this Contract. USCorp agrees to respond to the environmental regulatory concerns of the Responsible Official in a timely and responsive manner.
5. The Responsible Official shall supervise and control USCorp's performance of this Contract by reviewing USCorp's reports and activities and monitoring performance with such frequency and methods as the Responsible Official may in its discretion determine.
6. When the Responsible Official's personnel are responsible for providing operations data to USCorp, said data shall be provided to USCorp on a daily basis by facsimile or other means.

IV. COMPENSATION

USC Compensation for Services Rendered

In consideration of the USCorp scope of services described, and in consideration of all other terms and conditions of this Contract, the Responsible Official shall compensate USCorp as follows:

\$ 2,805.00 /month – Wastewater Operations

\$ 450.00 /month – Laboratory

All supplies, materials, and other consumable items shall be billed to the Responsible Official at a separate rate per pre-approval with the Responsible Official.

Payment

Each month, USCorp shall bill the Responsible Official and the Responsible Official shall pay for services rendered. Invoices shall be payable within 30 days after the invoice date. All billings over thirty (30) days past due will be subject to interest charges of 1.5% per month on the unpaid balance. In the event any or all of the account remains unpaid in full ninety (90) days after initial billing, the Responsible Official shall be responsible for all costs of collection, including reasonable attorney's fees.

Renegotiation of Contract

If USCorp's scope of services is required to change, such change resulting from mutual agreement of the parties, or acts or deeds beyond the control of USCorp, such as and without limitation:

1. Acts of God, floods, unforeseen emergencies, or other events or force making USCorp's performance as considered herein impracticable; or
2. Agreement of both parties to expand the scope of services to be provided; or
3. Changes in flows or characteristics of flow, a significant change in the number of users of the Facility (defined as in excess of 20% change from the level at the effective date of this Contract), or changes in IDEM or EPA programs or directives, or other applicable rules and regulations, if such changes in flow, characteristics, number of users or regulations are unforeseen and substantially change the nature of operational responsibility in order to continue to operate the Facility in a cost effective and environmentally sound manner; then USCorp and the Responsible Official shall either:
 - a. Immediately renegotiate the scope of services and renegotiate USCorp compensation related to such change in circumstances; or,
 - b. Nothing herein shall prevent the Responsible Official and USCorp from mutually agreeing in writing to amend the scope of services and compensation, or any other terms herein, for any reason they deem appropriate.

V. GENERAL PROVISIONS**Insurance Provisions**

The Responsible Official shall continue to carry and provide and pay for all fire, general casualty and public liability insurance insuring the Responsible Official's Facility and the Responsible Official from and against all damage claims incurred casualties or public liability/property damage.

USCorp shall carry Worker's Compensation coverage as is required by statute and comprehensive general liability insurance insuring USCorp and its employees and any subcontractors retained by USCorp, if any, and naming Responsible Official in the amount of not less than \$500,000.00 in respect to property damage or bodily injury or death of any one person, not less than \$1,000,000.00 in respect to bodily injury or death to any persons in any one occurrence. USCorp shall furnish proof of compliance with this paragraph to the Responsible Official.

Warranties and Representations

USCorp represents to and for the benefit of the Responsible Official that it has the ability to operate and maintain the Responsible Official's Facility as provided in the scope of services set forth.

USCorp represents and warrants that it will perform all of its duties, functions and obligations under this contract in a non-negligent manner and with due diligence, and that it has the knowledge of the Responsible Official's Facility the Responsible Official's permit requirements, and the requisite expertise and staff, to maintain the Responsible Official's facility in compliance with applicable existing environmental laws, rules, regulations and permit terms. This representation is subject to any material changes of conditions that meet the terms of this contract. In the event any amendment occurs, the representations and warranties of this subsection shall be deemed extended to such new USCorp duties, functions and obligations, absent an express exclusion of such matters from USCorp's competence by mutual agreement. Absent such exclusions, it shall be agreed that USCorp has the requisite knowledge to operate the Facility as called for by this Contract as amended.

Except as stated and provided, USCorp expressly disclaims any warranties or representations, direct or indirect, that in performing management, supervision, operations and maintenance of the Responsible Official's Facility is guarantees that the Responsible Official's Facility will be of a quality or quantity required to comply with any laws, rules, regulations or orders of IDEM, EPA or any other governmental or administrative body having jurisdiction over the Facility and its operations, now or hereinafter enacted.

So long as USCorp does not materially breach these provisions of this Contract describing USCorp's duties hereunder, any fines levied or the costs of any other enforcement action taken against the Responsible Official, including any damages and costs attributed directly or indirectly thereto, shall be the financial responsibility of the Responsible Official.

Force Maieure

Either party may be relieved from performance of this Contract in case of causes beyond the party's practical control, including among other, injunction, strike, riot, invasion, fire, freezing, flood, explosion, breakdown, act of God, or the public enemy, or the like.

Construction

The headings to the sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any of such provision. All questions of construction, interpretation, performance, breach, or enforcement of this Contract shall be determined in accordance with the laws, both statutory and common, of the State of Indiana. USCorp shall not construct but will maintain the Responsible Official's Facility.

Assignment

Neither this Contract, nor any right under it, is assignable, whether by operation of law or otherwise, by any party, without the prior written consent of the other party hereto.

Waiver of Breach

The failure of any party to require performance by the other party of any provision of this Contract shall not affect the right of such party to require future performance of that provision, and any waiver by any party of any breach of any provision of or delay in the exercise of any right under this Contract shall not be construed as a waiver of any continuing or succeeding

breach of such provision, a waiver of the provision itself, or a waiver of any right under this Contract.

Entire Contract; Amendments

This Contract constitutes the entire contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussions and agreements between them relating thereto. This Contract cancels and supersedes all previous agreements and understandings, if any, whether written or verbal, between the Responsible Official and USCorp, relating to the subject matter hereof. For purposes of this paragraph, "the subject matter hereof" means the operation of the Responsible Official's Facility. This Contract may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to an amendment to this Contract signed by all parties.

Severability

If any covenant, condition or provision of this Contract is held to be invalid or unenforceable by reason of any statute, rule or public policy, all other covenants, conditions and provision of this Contract shall nevertheless remain in full force and effect as if this Contract had been executed with the invalid or unenforceable portion thereof eliminated, and no covenant, condition or provision shall be deemed dependent upon any other covenant, condition or provision unless so expressed.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Contract as of the date first above written.

Lake County Board of Commissioners
Lake County, Indiana

Utility Services Corporation

Francis Dubej

David J. Saylor, President

Greg Schuch

Edward L. Beatty, Secretary

Bonnie Elby

Order#61 – Agenda #54

In the Matter of Treasurers Tax Sale for 2003 Taxes payable 2004 October 30 & 31, 2006.

Allen made a motion, seconded by Scheub, to approve the Treasurers Tax Sale for 2003 Taxes payable 2004 October 30 & 31, 2006. Motion passed 2-1, Commissioner DuPey against.

Order#62 – Agenda #56

In the Matter of Fair Harbor Capital, LLC check in the amount of \$14,192.95.

DuPey made a motion, seconded by Allen, to approve the Fair Harbor Capital, LLC check in the amount of \$14,192.95. Motion passed 3-0.

Order#63 – Agenda #57

In the Matter of State Farm Fire and Casualty Company check in the amount of \$5,000.00.

Allen made a motion, seconded by DuPey, to approve the State Farm Fire and Casualty Company check in the amount of \$5,000.00. Motion passed 3-0.

Order#64 – Agenda #58

In the Matter of Addendum to Nexus Assessment Contract (No increase in contract price).

DuPey made a motion, seconded by Allen, to approve the Addendum to Nexus Assessment Contract (No increase in contract price). Motion passed 2-1, Commissioner Scheub against.

CONSULTING CONTRACT AMENDMENT

This is an Amendment to the Agreement entered into between Nexus Group, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor on the 16th day of August, 2006.

The contract is amended as follows: Upon receipt of data from GNIAR, Nexus will format the data in a format acceptable to the Lake County Assessor and Township Assessors with trending and the required ratio study. The cost of this service performed by Nexus is included in their existing contract.

Approved this 16th day of August, 2006

Board of Commissioners
Of the County of Lake
Frances DuPey
Roosevelt Allen, Jr.

Consultant

Nexus Group, Inc.

Attested:
Peggy Katona, Lake County Auditor

ADD Order#65 – Agenda #58A

In the Matter of New Life Christian Center request for donation of old computers.

Allen made a motion, seconded by DuPey, to approve the New Life Christian Center request for donation of old computers. Motion passed 3-0.

Order#66 – Agenda #59A &B

In the Matter of Review and Approval of L.C. Board of Commissioner's Minutes of Joint Meeting, Monday, June 26, 2006 and Regular Meeting of Wednesday, July 19, 2006.

Allen made a motion, seconded by Scheub, to approve the L.C. Board of Commissioner's Minutes of Joint Meeting, Monday, June 26, 2006 and Regular Meeting of Wednesday, July 19, 2006. Motion passed 2-1, Commissioner DuPey abstain.

Order#67 – Agenda #60

In the Matter of Poor Relief Decisions.

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

Cassandra Kelley
Anna Clark
Roddretta Coleman
Joetta Walker
Pearl Johnson
Dorothy Boyd
Lavettol Littles
Jenetta Mathews

-Denied.
-Approved on condition.
-Approved.
-Approved on condition.
-Approved on condition.
-Approved on condition.
-Approved,
-Prescriptions in excess of township guidelines is approved up to \$175 per month with hardship shown through N/A.
-Approved.
-Denied.
-Approved.

Tiesha Fuller
Nadia Dopler
Claudia Monroe

Order#67 – Agenda #60 (Cont'd)

J. Washington	-Denied for appellant's failure to appear.
E. Locket	-Denied for appellant's failure to appear.
L. Love	-Denied for appellant's failure to appear.
L. Spence	-Denied for appellant's failure to appear.
J. Gray	-Denied for appellant's failure to appear.
Lee Williams	-Denied for appellant's failure to appear.
Latrece Williams	-Denied for appellant's failure to appear.
T. Odeum	-Denied for appellant's failure to appear.
A. Biddings	-Denied for appellant's failure to appear.
Fannie Brown	-Approved.
Jeanette Gaskin	-Approved.
Carnetha Clark	-Approved.
Tiffany Ward	-Denied.
Bernice Williams	-Approved on condition. Denied.
Carla Dotson	-Approved on condition.
Anthony Spears	-Approved on condition.
Alberta Colehill	-Utilities in excess of township guidelines is approved up to \$200 per month with hardship shown through N/A.
L. Briggs	-Denied for appellant's failure to appear.
F. Williams	-Denied for appellant's failure to appear.
L. Cox	-Denied for appellant's failure to appear.
J. Williams	-Denied for appellant's failure to appear.
P. Davis	-Denied for appellant's failure to appear.
C. Brown	-Denied for appellant's failure to appear.
S. Edwards	-Denied for appellant's failure to appear.
S. Barnes	-Denied for appellant's failure to appear.
C. Williams	-Denied for appellant's failure to appear.
R. Clark	-Denied for appellant's failure to appear.
G. Spann	-Denied for appellant's failure to appear.
Alvira Bravo	-Approved. Utilities in excess of township guidelines is approved up to \$250 per month with hardship shown through N/A.
Troi Jones	-Denied.
Joye Hudak	-Approved.
Barbara Johnson	-Approved.
Bernadet Mohone	-Approved.
Lilian Edwards	-Approved.
Delores Petty	-Approved on condition.
Shanura Jones	-Approved on condition.
Elizabeth Castody	-Approved.
Proscelia Edwards	-Approved. Denied.
Carolyn Hill	-Approved on condition.
M. Price	-Denied for appellant's failure to appear.
D. Cook	-Denied for appellant's failure to appear.
S. Gill	-Denied for appellant's failure to appear.
C. Allen	-Denied for appellant's failure to appear.
T. Lee	-Denied for appellant's failure to appear.
C. Pam	-Denied for appellant's failure to appear.
Laundan Melaine	-Approved.
Carol Wheatherspoon	-Approved. Denied.
William Porter	-Approved on condition.
Stacey Pullen	-Denied.
Michael Kelley	-Denied.
Angie Lyles	-Denied.
Elizabeth Walker	-Approved.
Willie Cottrell	-Approved on condition.
India Hayes	-Approved.
Sandra Cole	-Approved.
Helen Wynn	-Approved.
Charlene Nicks	-Approved on condition.
James McKinney	-Approved on condition.
Larry Perry	-Approved.
L. Bailey	-Denied for appellant's failure to appear.
O. Riley	-Denied for appellant's failure to appear.
T. Gunn	-Denied for appellant's failure to appear.
W. Joiner	-Denied for appellant's failure to appear.
M. Johnson	-Denied for appellant's failure to appear.
L. Rainey	-Denied for appellant's failure to appear.
Sigmond Jones	-Denied for appellant's failure to appear.

Order#68 – Agenda #61

In the Matter of Lake County Expense Claims to be Allowed on Wednesday, August 16, 2006.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, August 16, 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.

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

Order#69 – Agenda #62

In the Matter of Vendor Qualification Affidavits.

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

LAKE STREET GALLERY
ANIMAL DAMAGE CONTROL
HUSEMAN EXCAVATING
MUNSTER EYE CARE ASSOCIATES, P.C.
HAMMOND FENCE CO.
MARC G. REYES M.D.
CHRIS BUUCK
JAN E. LEESTMA, M.D.
SEARCH SYSTEMS, INC.
PRIORITY DISPATCH CORP./MEDICAL PRIORITY CONSULTANTS, INC.

Order#70 – Agenda #63

In the Matter of Service Agreements.

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

L.C. PUBLIC WORKS	W/	Advantage Sign Supply
L.C. CORONER	W/	McShanes
L.C. JUVENILE CENTER	W/	Cal-Region Supply, Inc. Lincoln Office
L.C. SUPERIOR COURT, DIVISION RM 3	W/	Word Systems, Inc.

Order#71 – Agenda #64

In the Matter of Lake County Council Ordinances and Resolutions – Ordinance No. 1278A.

DuPey made a motion, seconded by Allen, to approve the L.C. Council Ordinance No. 1278A. Motion passed 3-0.

ORDINANCE NO. 1278A

An Ordinance of Lake County, Indiana (the "County"), authorizing the issuance and sale of general obligation bonds of the County in a 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 a new County highway maintenance garage facility, together with expenses incidental thereto, including expenses in connection with the issuance of the bonds.

WHEREAS, on March 14, 2006, following a public hearing, this County Council concluded that the acquisition, construction, renovation, and/or equipping of a new county highway maintenance garage facility (the "Facility") and the financing by the County of the Facility, together with expenses incidental thereto, are necessary and are authorized by Indiana Code 36-8-2-2 and 36-2-6-18 and will be of general benefit to the County and its citizens; and

WHEREAS, on March 14, 2006, the County Council passed a resolution preliminarily determining pursuant to Indiana Code 6-1.1-20-3.1 to issue and sell one or more 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 Facility, together with all expenses necessarily incurred in connection with the proceedings related thereto, including all expenses incurred in connection with the issuance of the bonds therefor; and

WHEREAS, on April 19, 2006, the Board of Commissioners of Lake County, Indiana, having examined the existing conditions of the County's highway maintenance garages and having examined preliminary cost estimates for the acquisition, construction, renovation and/or equipping of the Facility, including the cost of issuance of bonds on account thereof, concluded that the County has a need for the acquisition, construction, renovation and/or equipping of the Facility; and

WHEREAS, the Facility and the financing by the County of the Facility, together with expenses incidental thereto, are necessary and are authorized by Indiana Code 8-17-1 *et seq.* and 36-2-6-18 and will be of general benefit to the County and its citizens; and

WHEREAS, the County does not have sufficient funds available or provided for in the existing budgets or tax levies that may be applied to the cost of the Facility, together with expenses incidental thereto, making, it necessary to authorize the issuance of general obligation bonds of the County in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000);

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

Section 1. The County is hereby authorized to make a loan in an amount not to exceed Five Million Dollars (\$5,000,000), for the purpose of providing funds to be applied to the Facility, together with expenses incidental thereto, including expenses in connection with the issuance of bonds on account thereof.

Section 2. In order to procure this loan, the County Council is hereby authorized and directed to have prepared and to issue and sell negotiable general obligation bonds of the County, to be designated as the "Lake County, Indiana, General Obligation Bonds of 2006," in an aggregate principal amount, as finally determined by the County Council or its designee, not to exceed Five Million Dollars (\$5,000,000) (the "Bonds"). The Bonds shall be issued in fully registered form in the denominations of Five Thousand Dollars (\$5,000) or any integral multiple thereof not exceeding the aggregate principal amount of Bonds maturing in any one year. The Bonds shall be numbered consecutively from 06-1 upwards and shall bear interest at a rate or rates not exceeding eight percent (8%) per annum (the exact rate or rates to be determined by bidding). Interest shall be payable on each July 15 and January 15 to maturity. Interest shall be

calculated on the basis of twelve (12) thirty (30)-day months for a 360-day year. The principal of the Bonds shall mature and be payable on January 15 and July 15 of each year over a period, as finally determined by the County Council or its designee, of not more than twenty (20) years. To the extent possible and as deemed advisable by the Financial Advisor for the County, payments of principal and interest on the Bonds shall be scheduled to provide for level debt service payments. Prior to the sale of the Bonds, the final amortization schedule and first interest payment date for the Bonds shall be set forth in a certificate of the County Auditor (the "Issuer's Certificate") which shall then be attached hereto and become a part hereof.

A registrar and paying agent for the Bonds (the "Registrar" and the "Paying Agent" and, in both such capacities the "Registrar and Paying Agent") shall be appointed by the Board and set forth in the Issuer's Certificate. The Registrar and Paying Agent is hereby charged with the performance of all duties and responsibilities customarily associated with the position of the Registrar and Paying Agent, including without limitation the authentication of the Bonds. The Board is hereby authorized and directed to enter into such agreements or understandings with the appointed Registrar and Paying Agent as will enable and facilitate the performance of its duties and responsibilities, and are authorized and directed to pay such fees as the Registrar and Paying Agent may reasonably charge for its services in such capacities, with such fees to be paid from available funds of the County.

Pursuant to Indiana Code 5-1-15, the Bonds may be issued in book-entry form, as determined by the Board and the Auditor, with the advice of the County's financial adviser, and set forth in the Issuer's Certificate. In the event the Bonds are issued in book-entry form, the provisions for registration and transfer of the Bonds shall be established pursuant to subsequent agreement with the qualified depository company, and any conflicting provisions in this Ordinance shall be inapplicable. Further, in the event the Bonds are issued in book-entry form,

the County Auditor may, but is not required to, serve as Registrar and Paying Agent for the Bonds.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County Auditor, on behalf of the County, may appoint a successor Registrar and Paying Agent. The County shall cause each registered owner of Bonds then outstanding to be notified by first class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all of the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The County Auditor is hereby authorized to act on behalf of the County with regard to any of the aforementioned actions of the County relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The County Auditor is further authorized and directed, on behalf of the County, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it. Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the County.

The principal of the Bonds shall be payable at the principal office of the Registrar and Paying Agent. Interest on the Bonds shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the last day of the month immediately preceding the interest payment date (a "Record Date") or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. All payments on the Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal office of the Registrar and Paying Agent, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and hereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Bonds may be transferred or exchanged without cost to the registered owner, except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of Bonds during the period following the last day of the month immediately preceding an interest payment date on the Bonds until such interest payment date. The County and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen, or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity, and denomination as the mutilated, lost, stolen, or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of any lost, stolen, or destroyed Bond there shall be first furnished to the County and Registrar and Paying Agent evidence of such loss, theft, or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such lost, stolen, or destroyed Bond shall have matured, instead of causing, to be issued a duplicate Bond, the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The County and the Registrar and Paying Agent may charge the owner of such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen, or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the County, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

The Bonds shall bear an original date which shall be, subject to the determination of the County Auditor, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond shall also bear the date of its authentication. Any Bond authenticated on or before the first Record Date shall pay interest from its original date. Any Bond authenticated thereafter shall pay interest from the interest payment date next preceding the date of authentication of such

Bond unless such Bond is authenticated after a Record Date and on or before such interest payment date, in which case interest thereon shall be paid from such interest payment date.

At the option of the successful bidder for the Bonds, all or a portion of the Bonds may be aggregated into one or more term bonds payable from mandatory sinking fund redemption payments (the "Term Bonds") required to be made as set forth below. The Term Bonds shall have a stated maturity or maturities on January 15 or July 15 of the years as determined by the successful bidder. In the event that the successful bidder opts to aggregate certain Bonds into Term Bonds, such Term Bonds shall be subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium, on January 15 and July 15 of each year and in the principal amount corresponding to and consistent with the maturity schedule for the Bonds set forth in the Issuer's Certificate.

The Registrar and Paying Agent shall credit against the current mandatory sinking fund requirement for a Term Bond of a particular maturity, any Bonds of such maturity delivered to the Registrar and Paying Agent for cancellation or purchased for cancellation by the Registrar and Paying Agent and canceled by the Registrar and Paying Agent and not theretofore applied as a credit against any mandatory sinking fund requirement. Each Bond so delivered or purchased shall be credited by the Registrar and Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund redemption requirements for the applicable Term Bond in order of mandatory sinking fund redemption (or final maturity) dates, and the principal amount of such Term Bond to be redeemed on such mandatory sinking fund redemption dates by operation of the mandatory sinking fund requirements shall be reduced accordingly; provided, however, the Registrar and Paying Agent shall only credit Bonds against the mandatory sinking

fund requirements to the extent such Bonds are received on or before 45 days preceding the applicable mandatory sinking fund redemption date.

The Registrar shall determine by lot (treating each \$5,000 principal amount of each Bond as a separate Bond for such purpose) the Bonds within a Term Bond of a particular maturity to be redeemed pursuant to the mandatory sinking fund redemption requirements on January 15 and July 15 of each year. Notice of any such mandatory sinking, fund redemption shall be given in the same manner as notice of optional redemption is required to be given pursuant to this Section 2. If Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

In the event any of the Bonds are issued as Term Bonds, the form of the Bond set forth in Section 3 of this Ordinance shall be modified accordingly. Any reference to payment of principal on the Bonds shall include payment of scheduled mandatory sinking fund redemption payments described in this Section 2.

The Bonds may be subject to redemption at the option of the County at the times and subject to the terms and conditions as determined by the Board and the County Auditor, upon the advice of the County's financial adviser and attorneys, and set forth in the Issuer's Certificate.

Official notice of any such redemption shall be mailed by the Registrar and Paying Agent by certified or registered mail at least thirty (30) days and not more than sixty (60) days prior to the scheduled redemption date to each of the registered owners of the Bonds called for redemption (unless waived by any such registered owner) at the address shown on the registration books of the Registrar and Paying Agent, or at such other address as is furnished in writing by such registered owner to the Registrar; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any Bond shall not affect the validity of

the proceedings for the redemption of any other Bonds. The notice shall specify the date and place of redemption and the registration numbers (and, in case of partial redemption, the respective principal amounts) of the Bonds called for redemption. The place of redemption may be at the principal office of the Registrar and Paying Agent or as otherwise determined by the County. Interest on the Bonds (or portions thereof) so called for redemption shall cease to accrue on the redemption date fixed in such notice, if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date and when such Bonds (or portions thereof) are presented for payment. Any Bond redeemed in part may be exchanged for a Bond or Bonds of the same maturity in authorized denominations equal to the remaining principal amount thereof. In addition to the foregoing notice, the County may also direct that further notice of redemption of the Bonds be given, including without limitation and at the option of the County, notice described in paragraph (a) below given by the Registrar and Paying Agent to the parties described in paragraphs (b) and (c) below. No defect in any such further notice and no failure to give all or any portion of any such further notice shall in any manner defeat the effectiveness of any call for redemption of Bonds so long as notice thereof is mailed as prescribed above.

(a) If so directed by the County, each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) If so directed by the County, each further notice of redemption shall be sent at least thirty-five (35) days before the redemption date by registered or certified

mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) If so directed by the County, each such further notice shall be published one time in The Bond Buyer of New York, New York, or, if the Registrar believes such publication is impractical or unlikely to reach a substantial number of the holders of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least thirty (30) days prior to the date fixed for redemption.

Prior to the date fixed for redemption, funds shall be deposited with the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by the Ordinance with respect to any mutilated, lost, stolen or destroyed Bond. Upon the payment of the redemption price of the Bonds (or portions thereof) being redeemed and if so directed by the County, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds (or portions thereof) being deemed with the proceeds of such check or other transfer.

All Bonds shall be executed on behalf of the County by the manual or facsimile signature of the Board and attested by the manual or facsimile signature of the County Auditor, and the official seal of the County shall be impressed or a facsimile thereof shall be printed on each of the Bonds. In the event that any officer whose signature appears on any Bond shall cease to be

such officer for any reason before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had been in such office at the time of such delivery. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and Paying Agent, and no Bond shall be valid or obligatory for any purpose until the certificate of authentication on such Bond shall have been so executed.

Section 3. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA

State of Indiana

County of Lake

No. 06R-

\$ _____

LAKE COUNTY, INDIANA,
GENERAL OBLIGATION BOND OF 2006

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>RATE</u>	<u>ORIGINAL</u> <u>RATE</u>	<u>AUTHENTICATION</u> <u>DATE</u>	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL SUM:

Lake County, Indiana, a municipal corporation duly organized and existing under the laws of the State of Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this bond until the County's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this bond, unless this bond is authenticated on or before the first Record Date (as defined herein), in which case interest shall be paid from the original date specified above, or unless this bond is authenticated after the last day of the

month preceding an interest payment date (a "Record Date") and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on July 15 and January 15 of each year commencing _____, 200_. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year.

_____ has been designated as the initial Registrar and Paying Agent (the "Registrar and Paying Agent") for this bond. The principal of this bond is payable at the principal office of the Registrar and Paying Agent and interest on this bond shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as of the applicable Record Date or at such other address as is provided to the Registrar and Paying Agent in writing by the registered owner. All payments on the bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts. Subject to the provisions for registration, this bond is negotiable under the laws of the State of Indiana.

This bond is one of an authorized issue of bonds of the County aggregating _____ Dollars (\$_____), fully registered and numbered consecutively from 06R-1 upwards, issued pursuant an Ordinance adopted by the Lake County Council on August 8, 2006, entitled "An Ordinance of Lake County, Indiana (the "County"), authorizing the issuance and sale of general obligation bonds of the County in a 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 a new County highway maintenance garage, together with expenses incidental thereto, including, expenses in connection with the issuance of the bonds," and the Indiana Code, for the purpose of funding acquisition, construction, renovation, and/or equipping, a new highway maintenance garage in Lake County. Reference is hereby made to the Ordinance for a description of the nature and extent of the rights, duties and obligations of the owners of the bonds, the County and the terms on which this bond is issued, and to all provisions of such Ordinance to which the holder hereof by the acceptance of this bond assents.

The bonds maturing in any one year are issuable only in fully registered form in denominations of \$5,000 or any integral multiple thereof not exceeding, the aggregate principal amount of the bonds maturing in such year.

[The bonds of this issue are subject to redemption prior to maturity, at the option of the County, in whole or in part on any date on or after _____, in inverse order of maturity and by lot within any such maturity or maturities by the Registrar at a redemption price equal to ___% of the principal amount of each bond to be redeemed plus accrued interest to the date of redemption.]

Notice of any such redemption shall be sent by registered or certified mail to the Registered Owner of this bond not more than sixty (60) and not less than thirty (30) days prior to the date fixed for redemption, unless such notice is waived by the Registered Owner; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such bond will not affect the validity of any proceedings for redemption of any other such bonds. The notice shall specify the redemption price, the date and place of redemption, and the registration numbers (and in case of partial redemption, the respective principal amounts) of the bonds called for redemption. Interest on bonds so called for redemption shall cease to accrue on the redemption date fixed in such notice, so long as sufficient funds are available at the place of redemption to pay the redemption price on the redemption date or when presented for payment.

Prior to the date fixed for redemption, funds shall be deposited with the Paying Agent to pay, and the Paying Agent is hereby authorized and directed to apply such funds to the payment of the bonds or portions thereof called, together with accrued interest thereon to the redemption date. No payment shall be made by the Paying Agent upon any bond or portion thereof called for redemption until such bond shall have been delivered for payment or cancellation or the Registrar shall have received the items required by the Ordinance with respect to any mutilated, lost, stolen or destroyed bond.

If this bond or a portion hereof shall have become due and payable in accordance with its terms or this bond and the whole amount of the principal of and interest, so due and payable upon all of this bond or a portion hereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case this bond or such portion hereof shall no longer be deemed outstanding or an indebtedness of the County.

This bond is transferable or exchangeable only upon the books of the County kept for such purpose at the principal office of the Registrar and Paying Agent by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of this bond following a Record Date until such interest payment date. The County and the Registrar and Paying Agent for this bond may treat and consider the person in

whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

In the event this bond is mutilated, lost, stolen, or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new bond of like date, maturity and denomination as this bond, which new bond shall be marked in a manner to distinguish it from this bond; provided, that in the case of this bond being mutilated, this bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of this bond being lost, stolen or destroyed, there shall first be furnished to the County and the Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event that this bond, being lost, stolen, or destroyed, shall have matured, instead of causing to be issued a duplicate bond the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay this bond without surrender hereof. In such event, the County and the Registrar and Paying Agent may charge the owner of this bond with their reasonable fees and expenses in connection with the above. Every substitute bond issued by reason of this bond being lost, stolen, or destroyed shall, with respect to this bond, constitute a substitute contractual obligation of the County, whether or not this bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the ordinance referred to above, equally and proportionately with any and all other bonds duly issued thereunder.

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the County and of the owners of the bonds, may (with certain exceptions as stated in the Ordinance) be modified or amended with the consent of the owners of at least sixty percent (60%) in aggregate principal amount of outstanding bonds exclusive of bonds, if any, owned by the County.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to the registered owners of bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County may appoint a successor Registrar and Paying Agent. The County shall cause the registered owner of this bond, if then outstanding, to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear in the registration books kept by the Registrar and Paying Agent.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and such total issue of bonds is within every limit of indebtedness provided by the constitution and laws of the State of Indiana; and that the full faith and credit of Lake County, Indiana, together with all of its taxable property, both real and personal, are hereby irrevocably pledged to the punctual payment of the principal of and interest on this bond according to its terms.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative the Registrar and Paying Agent.

IN WITNESS WHEREOF, Lake County, Indiana, by ordinance of its County Council, has caused this bond to be executed in its name by the manual or facsimile signature of its Board of Commissioners, and attested by the manual or facsimile signature of its Auditor, with the corporate seal of the County impressed or a facsimile thereof printed hereon.

LAKE COUNTY, INDIANA

By: Board of Commissioners
of the County of Lake, Indiana

(SEAL)

ATTEST:

By: _____
Auditor, Lake County, Indiana

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned ordinance.

_____, as
Registrar and Paying Agent

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (insert name and address of transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association Recognized Signature Guarantee Program.

Section 4. The provisions of this Section 4 shall govern the sale of the Bonds. Prior to the sale of the Bonds, the County Auditor shall cause to be published a notice of intent to sell

once each week for two weeks in The Times, the Post-Tribune and the Court and Commercial Record. Without limiting the foregoing, the notice of such sale or a summary thereof may also be published in The Bond Buyer, a financial journal published in the City and State of New York and/or in other newspapers, in the discretion of the County Auditor. The notice must state that any person interested in submitting a bid for the Bonds may furnish in writing at the address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven (7) days after the last publication of the notice of intent to sell; and (7) such other matters as the County Auditor shall deem appropriate. Such notice shall provide, among other things, that each bid shall be accompanied by a certified cashier's check or a financial surety bond in an amount equal to one percent (1%) of the principal amount of the Bonds to guarantee performance on the part of the bidder, with the successful bidder providing said amount by a certified or cashiers check submitted with the bid or by wire transfer on the next business day following the award if said bidder provided a financial surety bond with the bid and that in the event the successful bidder shall fail or refuse to accept delivery of and pay for the Bonds as soon as the Bonds are ready for delivery, or at the time fixed in the notice, then said amount shall become the property of the County and shall be considered as the County's liquidated damages on account of such default. Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the County Auditor at his office, and the County Auditor shall continue to receive all bids offered until the hour named on the day fixed for the sale of the Bonds, at which time and place he shall open and consider each bid. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding eight percent (8%) per annum. Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. The interest rate on Bonds of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions set forth below, the County Auditor shall award the Bonds to the bidder offering the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 97% of the par value of the Bonds (or such higher percentage as the County Auditor, with the advice of the County's financial advisor, may determine at the time of the publication of notice of intent to sell Bonds), including accrued interest at the rate or rates named to the date of delivery, will be considered. The County Auditor shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the County Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

The County Auditor is hereby authorized to determine, in his discretion, to sell the Bonds pursuant to the general provisions of Indiana Code 5-1-11, and in the event of such a

determination, those portions of this Section 4 which conflict with such subsection shall be deemed inapplicable.

The County hereby authorizes, approves, and ratifies (a) the preparation and distribution of the Preliminary Official Statement relating to the Bonds (the "Preliminary Official Statement"); (b) the finding and determination by the Board and the County Auditor that the Preliminary Official Statement is final as of its date, except for the omission of the following information: the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, rating, and other terms of the Bonds depending on such matters, all pursuant to the provisions of Rule 15c2-12 of the Securities and Exchange Commission (the "SEC Rule"); (c) the preparation of the Final Official Statement relating to the Bonds, all consistent with the provisions of the SEC Rule; and (d) the execution and the delivery of the Final Official Statement by the Board and the County Auditor.

The County further covenants to deliver or cause to be delivered to the initial purchaser of the Bonds within seven (7) business days after any final agreement to purchase, offer, or sell the Bonds, copies of the Final Official Statement in sufficient quantity to comply with the SEC Rule and the applicable rules of the Municipal Securities Rulemaking Board. In addition, the County covenants and agrees to enter into a continuing disclosure undertaking relating to the Bonds and authorizes the Board and the County Auditor to execute and deliver undertaking for purposes of permitting the initial purchaser of the Bonds to comply with the SEC Rule, and further authorizes the Board and the County Auditor, upon advice of the County's financial advisers and attorneys, to take such actions as may be necessary to provide the requisite financial information and operating data and to provide notice of certain material events to certain nationally recognized municipal securities information repositories and other applicable repositories or depositories in compliance with the SEC Rule.

Prior to the delivery of the Bonds, the Board and the County Auditor, upon advice of the County's financial advisers and attorneys, (i) shall be authorized to investigate, negotiate, and obtain bond insurance, other forms of credit enhancement, and/or credit ratings on the Bonds, and (ii) shall obtain a legal opinion as to the validity of the Bonds from Bingham McHale LLP, Indianapolis, Indiana, bond counsel for the County, with such opinion to be furnished to the purchasers of the Bonds at the expense of the County. The costs of obtaining any such insurance, other credit enhancement, and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinion and in the performance of related services in connection with the issuance, sale, and delivery of the Bonds, and local counsel's fee shall be considered as a part of the costs of issuance of the Bonds and shall be paid out of the proceeds of the sale of the Bonds.

Section 5. The County Auditor is hereby authorized and directed to have the Bonds prepared, and the Board is hereby requested and authorized to execute the Bonds with their manual or facsimile signatures. The County Auditor is hereby requested and authorized to attest to the Bonds with his manual or facsimile signature, and to cause the seal of the County to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. After the Bonds have been properly executed, the County Auditor and County Treasurer shall deliver or cause to be delivered the Bonds to the purchasers in the manner provided by law.

Section 6. The County Council hereby requests, authorizes and directs the Board, the County Auditor, and the County Treasurer, and each of them, for and on behalf of the County, to prepare, execute, and deliver any and all other instruments, letters, certificates, agreements, and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the

execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the County, the full performance and satisfaction of which by the County is hereby authorized and directed.

Section 7. In order to preserve the excludability from gross income of interest on the Bonds under federal law, including the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Bonds (the "Code"), the County Council, on behalf of the County, represents, covenants, and agrees that, to the extent necessary to preserve such exclusion:

(a) No person or entity or any combination thereof, other than the County (or any other governmental unit), will use proceeds of the Bonds other than as a member of the general public. No person or entity or any combination thereof, other than the County (or any other governmental unit), will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as a take-or-pay or other type of output contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large of such property;

(b) No Bond proceeds will be lent to any entity or person other than a governmental unit. No Bond proceeds will be transferred directly or indirectly transferred or deemed transferred to a person other than a governmental unit in a fashion that would in substance constitute a loan of such Bond proceeds;

(c) The County will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code,

and the County Council will not act or permit any actions by officers or officials of the County that would in any manner adversely affect such excludability. The County Council further covenants that the County will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The County shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and

(d) All officers, employees and agents of the County are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the County as of the date that the Bonds are issued, and to make covenants on behalf of the County evidencing the County's commitments made herein. In particular, any and all appropriate officers, employees and agents of the County are authorized to certify and/or enter into covenants for the County regarding (i) the facts and circumstances and reasonable expectations of the County on the date that the Bonds are issued and (ii) the commitments made herein by the County regarding the amount and use of the proceeds of the Bonds.

Section 8. Notwithstanding any other provision of this Ordinance, any of the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income for purposes of federal income taxation (the "Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

Section 9. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the County.

Section 10. If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 11. The County may, without the consent of, or notice to, any of the owners of the Bonds, adopt a supplemental ordinance for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the owners of the Bonds, or to make any change which, in the judgment of the County, is not to the prejudice of the owners of the Bonds;
- (c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;

- (d) To provide for the refunding or advance refunding of the Bonds;
- (e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance or to procure bond insurance or other credit enhancement, if such supplemental ordinance will not adversely affect the owners of the Bonds; and
- (f) Any other purpose which in the judgment of the Board does not adversely impact the interests of the owners of the Bonds.

Section 12. This Ordinance, and the rights and obligations of the County and the owners of the Bonds may be modified or amended at any time by supplemental ordinances adopted by the County with the consent of the owners of the Bonds holding at least sixty percent (60%) in aggregate principal amount of the outstanding Bonds (exclusive of Bonds, if any, owned by the County); provided, however, that no such modification or amendment shall, without the express consent of the owners of the Bonds affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date, extend its maturity or the times for paying interest thereon, permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds, create a lien securing any Bonds other than a lien ratably securing all of the Bonds outstanding, or change the monetary medium in which principal and interest are payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon all the owners of the Bonds and shall not be deemed an infringement of any of the provisions of this Ordinance or of the Act, and may be done and performed as fully and freely as if expressly permitted by the terms of this Ordinance, and after such consent relating to such specified matters has been given, no owner shall have any right or interest to object to such

action or in any manner to question the propriety thereof or to enjoin or restrain the County or any officer thereof from taking any action pursuant thereto.

If the County shall desire to obtain any such consent, it shall cause the Registrar and Paying Agent to mail a notice, postage prepaid, to the respective owners of the Bonds at their addresses appearing on the registration books held by the Registrar and Paying Agent. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar and Paying Agent for inspection by all owners of the Bonds. The Registrar and Paying Agent shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail the notice described in this Section 12, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as provided in this Section 12.

Whenever at any time within one year after the date of the mailing of such notice, the County shall receive an instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the County), which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar and Paying Agent, thereupon, but not otherwise, the County may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owner shall have consented thereto.

Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section 12, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter

be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 13. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day on which banking institutions in the County or the city in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

Section 14. The County hereby establishes its intent, pursuant to Indiana Code 5-1-14-6(c), and this Ordinance shall be deemed to constitute a declaration of the County's official intent pursuant to Section 1.150-2 of the United States Treasury Regulations, that preliminary costs incurred by or on behalf of the County in connection with the Facility (as described in the second "Whereas" clause of this Ordinance) will be reimbursed from the proceeds of the Bonds (expected to be issued in the maximum principal amount of \$5,000,000).

Section 15. This Ordinance shall be in full force and effect from and upon compliance with the procedures, if any, required by law, and all ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Adopted and approved this 9th, day of August 2006.

LAKE COUNTY COUNCIL

Elicia Franklin

Ron Tabony

Roy Blanton

Christine Lee

Thomas W. Dancy

Donald P. Fisher

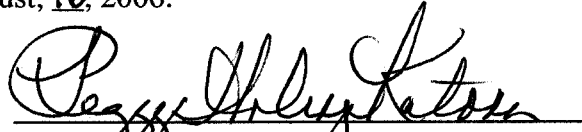
Gregory J. ...

ATTEST:

Peggy Katona



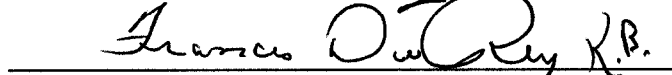
 Peggy Katona, Auditor
 Lake County, Indiana

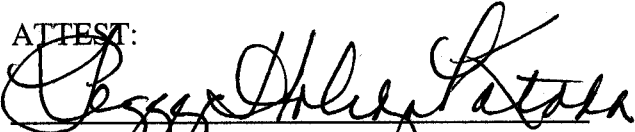
The foregoing Ordinance was presented by me to the Board of Commissioners of the County of Lake at 10 o'clock A.m. on August, 16, 2006.


Peggy Holmgren Katona, Auditor

The foregoing Ordinance I hereby approved by the Board of Commissioners of Lake County as of this day of August, 2006. The Lake County Auditor is hereby authorized and directed to announce such approval to the Lake County Council.

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

ATTEST:

Peggy Holmgren Katona, Lake County Auditor

Order#72 – Agenda #64

In the Matter of Lake County Council Ordinances and Resolutions – Ordinance No. 1278B.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1278B. Motion passed 3-0.

ORDINANCE NO. 1278B

An Ordinance of Lake County, Indiana (the "County"), appropriating the proceeds (together with investment earnings thereon) derived from the sale of general obligation bonds heretofore authorized to be issued by Lake County, Indiana for the purpose of financing the costs of the acquisition, construction renovation and/or equipping of a new County highway maintenance garage, together with expenses incidental thereto, including expenses in connection with the issuance of the bonds.

WHEREAS, on March 14, 2006, following a public hearing, this County Council concluded that the acquisition, construction, renovation, and/or equipping of a new county highway maintenance garage facility (the "Facility") and the financing by the County of the Facility, together with expenses incidental thereto, are necessary and are authorized by Indiana Code 36-8-2-2 and 36-2-6-18 and will be of general benefit to the County and its citizens; and

WHEREAS, on March 14, 2006, the County Council passed a resolution preliminarily determining pursuant to Indiana Code 6-1.1-20-3.1 to issue and sell one or more 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 Facility, together with all expenses necessarily incurred in connection with the proceedings related thereto, including all expenses incurred in connection with the issuance of the bonds therefor; and

WHEREAS, on April 19, 2006, the Board of Commissioners of Lake County, Indiana, having examined the existing conditions of the County's highway maintenance garages and having examined preliminary cost estimates for the acquisition, construction, renovation and/or equipping of the Facility, including the cost of issuance of bonds on account thereof, concluded

that the County has a need for the acquisition, construction, renovation and/or equipping of the Facility; and

WHEREAS, the County has insufficient funds available or provided for in the existing budgets or tax levies that may be applied to the costs of the Facility, together with expenses incidental thereto, including expenses in connection with the issuance of the bonds, and the issuance of such bonds of the County in a principal amount not to exceed Five Million Dollars (\$5,000,000) to finance the costs of the Facility, together with expenses incidental thereto, including expenses in connection with the issuance of the bonds, has been heretofore authorized to procure the necessary funds; and

WHEREAS, the proceeds of such bonds (and investment earnings thereon) of the County have not been included in any regular budget; and

WHEREAS, notice of a hearing on such appropriation has been published as required by law and such public hearing was held on such appropriation at which all taxpayers and interested persons had an opportunity to appear and express their views as to such additional appropriation;

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

SECTION 1. The proceeds derived from the sale of the general obligation bonds to be issued by Lake County, Indiana in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), together with investment earnings thereon in an estimated amount not to exceed Five Hundred Thousand Dollars (\$500,000), shall be and the same are hereby appropriated to provide financing for all or any portion of the costs of the Facility, together with expenses incidental thereto, including expenses in connection with the issuance of the bonds. The financing of the Facility, together with expenses incidental thereto, including expenses in

connection with the issuance of bonds to provide therefor, is being undertaken pursuant to the recommendation of the Board of Commissioners of Lake County, Indiana, and the preliminary determination of this County Council. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy and shall continue in effect until the payment of the costs of the Facility, together with expenses incidental thereto, including expenses in connection with the issuance of bonds. Any surplus of such proceeds shall be credited to the proper fund as required by law.

SECTION 2. A certified copy of this Ordinance, together with any other forms or documents as may be required, shall be filed by the County Auditor with the Indiana Department of Local Government Finance in accordance with Indiana Code 6-1.1-18-5.

SECTION 3. This Ordinance shall be in full force and effect from and upon compliance with the procedures required by law.

Passed and adopted by the County Council of Lake County, Indiana, this 9th day of August, 2006.

THE COUNTY COUNCIL OF
LAKE COUNTY, INDIANA

Elsie Handlin

Ben Tabonyuli

Peggy Blamland
Christine Lee

Thomas W. Jones

Donald L. Huber
Lee Huff

(SEAL)

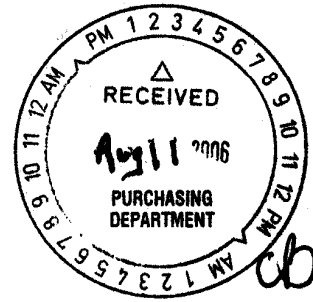
ATTEST:

Peggy Holinga Katona
Peggy Holinga Katona, Auditor
Lake County, Indiana

Presented by me to the Board of Commissioners of Lake County, Indiana, at _____ o'clock _____, this 11 day of August, 2006

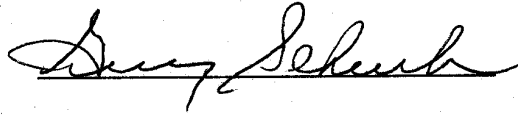


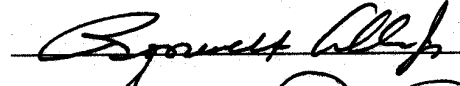
Peggy Holinga Katona
Peggy Holinga Katona, Auditor
Lake County, Indiana



The foregoing Ordinance is hereby approved by the Board of Commissioners of Lake County, Indiana, as of this ___ day of August, 2006. The Lake County Auditor is hereby authorized and directed to announce such approval to the Lake County Council.

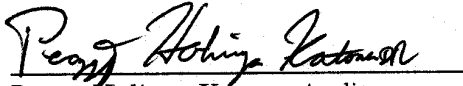
BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA







ATTEST:


Peggy Holinga Katona, Auditor
Lake County, Indiana

Order#73 – Agenda #64

In the Matter of Lake County Council Ordinances and Resolutions – Ordinance No. 1278C.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1278C. Motion passed 3-0.

COUNTY COUNCIL ORDINANCE NO. 1278C

A General Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$1,500,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose.

WHEREAS, the Lake County Council (the “County Council”) has examined the Court Orders relating to the judgments and settlements set forth on Exhibit A hereto which is incorporated herein as if set forth herein which require Lake County, Indiana (the “County”) to pay judgments and settlements in the amounts as set forth on such Exhibit A (collectively, the “Judgments”) and has established the principal amount of the Judgments and estimated the maximum court costs relating to the Judgments and any other costs permitted under Indiana Code 5-1-8-1 and Indiana Code 5-1-14-6, including the costs of issuance of bonds on account thereof;

WHEREAS, the payment of the aforementioned Judgments is an exercise of the powers of the County, is necessary, and will be to the general benefit of the County and its citizens;

WHEREAS, the County does not have sufficient funds available or provided in the existing budgets or tax levies which may be applied to the payment of the Judgments including expenses incidental thereto, making it necessary to authorize the issuance of judgment funding bonds of the County in a principal amount not to exceed One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00);

WHEREAS, the Board of Commissioners of the County has filed with the Lake County Council its Preliminary Findings and Order to the effect that the cost of paying the Judgments together with expenses in connection with the issuance of bonds on account thereof, is expected not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), and that the County

will be required to provide and appropriate sums not to exceed such amount for the payment in full of the Judgments together with expenses in connection with the issuance of bonds on account thereof;

WHEREAS, the payment of the Judgments together with expenses in connection with the issuance of bonds on account thereof, is necessary and will be to the general benefit of the County and the citizens served by the County;

WHEREAS, an emergency exists requiring additional appropriations, and the County has no funds available or provided for in existing budgets or tax levies that may be applied to satisfy the obligations arising from the Judgments, making it necessary to authorize the issuance and sale and the appropriation of the proceeds of bonds of the County for the payment of the Judgments, including expenses incidental thereto;

WHEREAS, pursuant to the Preliminary Findings and Order of the Board of Commissioners of the County of Lake, the Lake County Council seeks to authorize the issuance and sale of judgment funding bonds for the purpose of financing the payment of the Judgments, including expenses incidental thereto, with such issuance and sale pursuant to the provisions of Indiana Code 5-1-8-1 or any other applicable provisions of Indiana law;

NOW, THEREFORE, be it ordained by the Lake County Council as follows:

SECTION 1. The Board of Commissioners of the County is hereby authorized to make a loan, for and on behalf of the County, for the purpose of funding the payment of the Judgments, together with expenses in connection with the issuance of bonds on account thereof, in the amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000). The payment of such obligations is being made in accordance with the Judgments, and such payment, when made, will be in full and complete satisfaction of the Judgments.

SECTION 2. In order to procure the loan for the purpose of the payment of the Judgments, the Board of Commissioners is hereby authorized and directed to have prepared and to issue and sell judgment funding bonds of the County, to be designated "Lake County, Indiana, General Obligation Judgment Funding Bonds of 2006" (the "Bonds"), in the aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000);

The aggregate principal amount of the Bonds authorized to be issued hereunder shall not exceed the aggregate face amount of the Judgments, together with expenses in connection with the issuance of the Bonds, all pursuant to Indiana Code 5-1-8-1 and Indiana Code 5-1-14-6. The final aggregate principal amount of the Bonds shall be certified by the County Auditor in accordance with the foregoing prior to the sale of the Bonds. Such certificate shall be conclusive for purposes of establishing the final aggregate principal amount of the Bonds.

The Bonds shall be issued by and in the name of the County, in fully registered form in the denominations of \$5,000 or an integral multiple thereof. The Bonds shall be numbered consecutively from 06R-1 upwards and shall bear interest at a rate or rates not exceeding eight percent (8%) per annum (the exact rate or rates to be determined either by bidding or by the terms of a purchase agreement with the purchaser of the Bonds if sold pursuant to other than a public sale pursuant to Indiana law), which interest shall be payable commencing on July 15, 2007 and semiannually thereafter to maturity. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year. The principal of the Bonds shall mature and be payable on January 15 and July 15 of each year over a period of not more than three (3) years. To the extent possible and as deemed advisable by the Financial Advisor to the County, payments of principal and interest on the Bonds shall be scheduled to provide for

level debt service payments. The final amortization schedule shall be certified by the County Auditor prior to the sale of the Bonds.

The Board of Commissioners is hereby authorized and directed to appoint the Registrar and Paying Agent for the Bonds (the "Registrar and Paying Agent"); and the County Auditor is hereby authorized and directed to enter into such agreements or understandings with the Registrar and Paying Agent as will enable such entity to perform effectively all required services on behalf of the County. The County Auditor is further authorized and directed to pay the fees and expenses of the Registrar and Paying Agent out of available funds of the County. The County Auditor is hereby authorized to serve as Registrar and Paying Agent in the event the Bonds are sold at other than a public sale.

The principal of the Bonds shall be payable at the principal office of the Registrar and Paying Agent. Interest on the Bonds shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner thereof at the address as it appears on the registration books kept by the Registrar and Paying Agent as or the last day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by such registered owner. All payments on the Bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the principal office of the Registrar and Paying Agent, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing,

and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. Bonds may be transferred or exchanged without cost to the registered owner, except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of Bonds during the period following the last day or the month immediately preceding an interest payment date on the Bonds until such interest payment date. The County and the Registrar and Paying Agent may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

In the event any Bond is mutilated, lost, stolen or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new Bond of like date, maturity and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the County and Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event any such lost, stolen or destroyed Bond shall have matured, instead of causing to be issued a duplicate Bond, the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The county and the Registrar and Paying Agent may charge the owner of such

Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the County, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

The Bonds shall bear an original date which shall be, subject to the determination of the County Auditor, the first day of the month in which the Bonds are sold or delivered to the purchaser or purchasers thereof or the date on which the Bonds are delivered, and each Bond shall also bear the date of its authentication. Any Bond authenticated on or before June 30, 2007, shall pay interest from its original date. Any Bond authenticated thereafter shall pay interest from the interest payment date next preceding the date of authentication of such Bond unless such Bond is authenticated after the last day of the month preceding an interest payment date and on or before such interest payment date, in which case interest thereon shall be paid from such interest payment date.

The Bonds shall not be subject to redemption prior to maturity.

All Bonds shall be executed on behalf of the County by the manual or facsimile signature of the Board of Commissioners of the County and attested by the manual or facsimile signature of the County Auditor, and the official seal of the Board of Commissioners shall be impressed or a facsimile thereof shall be printed on each of the Bonds. In the event that any officer whose signature appears on any Bond shall cease to be such officer for any reason before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had been in such office at the time of such delivery. Subject to the provisions hereof for registration, the Bonds shall be negotiable under the laws of the State of Indiana.

The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar and Paying Agent, and no Bond shall be valid or obligatory for any purpose until the certificate of authentication on such Bond shall have been so executed.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to each registered owner of Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County Auditor, on behalf of the County, may appoint a successor Registrar and Paying Agent. The County shall cause each registered owner of Bonds then outstanding to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar and Paying Agent. Any predecessor Registrar and Paying Agent shall deliver all of the Bonds and cash in its possession with respect thereto, together with the registration books, to the successor Registrar and Paying Agent. The County Auditor is hereby authorized to act on behalf of the County with regard to any of the aforementioned actions of the County relating to the resignation or removal of the Registrar and Paying Agent and appointment of a successor Registrar and Paying Agent. The County Auditor is further authorized and directed, on behalf of the County, to enter into such agreements or understandings with any subsequent Registrar and Paying Agent as will enable it to perform the services required of it.

Any such subsequent Registrar and Paying Agent shall be paid for its services out of available funds of the County.

SECTION 3. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA

State of Indiana County of Lake
No. 06R-1 \$ _____

LAKE COUNTY, INDIANA,
GENERAL OBLIGATION JUDGMENT
FUNDING BOND OF 2006

INTEREST MATURITY ORIGINAL AUTHENTICATION
RATE DATE DATE DATE CUSIP

REGISTERED OWNER:

PRINCIPAL SUM:

Lake County, Indiana, a municipal corporation duly organized and existing under the laws of the State of Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, but only from the sources and in the manner herein provided, to the registered owner (named above) or registered assigns, the principal amount set forth above on the maturity date set forth above, and to pay interest on such principal sum to the registered owner of this bond until the County's obligation with respect to the payment of such principal sum shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of the authentication of this bond, unless this bond is authenticated on or before June 30, 2007, in which case interest shall be paid from the original date specified above, or unless this bond is authenticated after the last day of the month preceding an interest payment date and before such interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on July 15 and January 15 of each year commencing July 15, 2007. Interest shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred sixty (360) day year.

_____ has been designated as the initial Registrar and Paying Agent (the "Registrar and Paying Agent") for this bond. The principal of this bond is payable at the principal office of the Registrar and Paying Agent and interest on this bond shall be paid by check or draft mailed or delivered one business day prior to such payment date to the registered owner hereof at the address as it appears on the registration books kept by the Registrar and Paying

Agent as of the last day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar and Paying Agent in writing by the registered owner. All payments on the bonds shall be made in any coin or currency of the United States of America which on the dates of such payments shall be legal tender for the payment of public and private debts. Subject to the provisions for registration, this bond is negotiable under the laws of the State of Indiana.

This bond is one of an authorized issue of bonds of the County aggregating _____ Dollars (\$_____), fully registered and numbered consecutively from 06R-1 upwards, issued pursuant an Ordinance adopted by the Lake County Council on August 9, 2006, entitled "A General Ordinance of Lake County, Indiana, authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$1,500,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose," and the Indiana Code, for the purpose of funding certain judgments and settlements entered against the county. Reference is hereby made to the Ordinance for a description of the nature and extent of the rights, duties and obligations of the owners of the bonds, the County and the terms on which this bond is issued, and to all provisions of such Ordinance to which the holder hereof by the acceptance of this bond assents.

The bonds maturing in anyone year are issuable only in fully registered form in denominations of \$5,000 or integral multiples thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

If this bond or a portion hereof shall have become due and payable in accordance with its terms or this bond and the whole amount of the principal of and interest so due and payable upon all of this bond or a portion hereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case this bond or such portion hereof shall no longer be deemed outstanding or an indebtedness of the County.

This bond is transferable or exchangeable only upon the books of the County kept for such purpose at the principal office of the Registrar and Paying Agent by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar and Paying Agent duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a

new fully registered bond or bonds in the same aggregate principal amount shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The Registrar and Paying Agent shall not be obligated to make any exchange or transfer of this bond following the last day of the month immediately preceding an interest payment date on this bond until such interest payment date. The County and the Registrar and Paying Agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due thereon.

In the event this bond is mutilated, lost, stolen or destroyed, the County may cause to be executed and the Registrar and Paying Agent may authenticate a new bond of like date, maturity and denomination as this bond, which new bond shall be marked in a manner to distinguish it from this bond; provided, that in the case of this bond being mutilated, this bond shall first be surrendered to the County and the Registrar and Paying Agent, and in the case of this bond being lost, stolen or destroyed, there shall first be furnished to the County and the Registrar and Paying Agent evidence of such loss, theft or destruction satisfactory to the County and the Registrar and Paying Agent, together with indemnity satisfactory to them. In the event that this bond, being lost, stolen or destroyed, shall have matured, instead of causing to be issued a duplicate bond the County and the Registrar and Paying Agent may, upon receiving indemnity satisfactory to them, pay this bond without surrender hereof. In such event, the County and the Registrar and Paying Agent may charge the owner of this bond with their reasonable fees and expenses in connection with the above. Every substitute bond issued by reason of this bond being lost, stolen or destroyed shall, with respect to this bond, constitute a substitute contractual obligation of the County, whether or not this bond, being lost, stolen or destroyed shall be found at any time, and shall be entitled to all the benefits of the ordinance referred to above, equally and proportionately with any and all other bonds duly issued thereunder.

In the manner provided in the Ordinance, the Ordinance and the rights and obligations of the County and of the owners of the bonds, may (with certain exceptions as stated in the Ordinance) be modified or amended with the consent of the owners of at least sixty percent (60%) in aggregate principal amount of outstanding bonds exclusive of bonds, if any, owned by the County.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent by giving thirty (30) days' written notice to the County and by first-class mail to the registered owners of bonds then outstanding, and such resignation will take effect at the end of such thirty (30) days or upon the earlier appointment of a successor Registrar and Paying Agent by the County. Such notice to the County may be served personally or be sent by registered mail. The Registrar and Paying Agent may also be removed at any time as Registrar and Paying Agent by the County, in which event the County may appoint a successor Registrar and Paying Agent. The County shall cause the registered owner of this

bond, if then outstanding, to be notified by first-class mail of the removal of the Registrar and Paying Agent. Notices to registered owners of bonds shall be deemed to be given when mailed by first-class mail to the addresses of such registered owners as they appear in the registration books kept by the Registrar and Paying Agent.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law; that this bond and such total issue of bonds is within every limit of indebtedness provided by the constitution and laws of the State of Indiana; and that the full faith and credit of Lake county, Indiana, together with all of its taxable property, both real and personal, are hereby irrevocably pledged to the punctual payment of the principal of and interest on this bond according to its terms.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by an authorized representative the Registrar and Paying Agent.

IN WITNESS WHEREOF, Lake County, Indiana, by ordinance of its County council, has caused this bond to be executed in its name by the manual or facsimile signature of its Board of Commissioners, and attested by the manual or facsimile signature of its Auditor, with the corporate seal of such Board of Commissioners impressed or a facsimile thereof printed hereon.

LAKE COUNTY, INDIANA

By: Board of Commissioners
of the County of Lake, Indiana

(SEAL)

ATTEST:

By: _____
Auditor, Lake County, Indiana

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned ordinance.

_____ as
Registrar and paying Agent

By: _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (insert name and address of transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guarantee:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association Recognized Signature Guarantee Program.

SECTION 4. In the event that the Board of Commissioners does not adopt a resolution subsequent to the date of this Ordinance and prior to the time the Bonds are scheduled to be sold to sell the Bonds pursuant to applicable Indiana law at other than a public sale, the Bonds shall be sold at public sale in accordance with Indiana law.

SECTION 5. The provisions of this Section 5 shall govern the sale of the Bonds if the Board of Commissioners does not otherwise determine to sell the Bonds at other than a public sale as provided in Section 4.

The Bonds may be offered and sold pursuant to an Official Statement with respect to the Bonds (the "Official Statement"), to be made available and distributed in such manner, at such times, for such periods and in such number of copies as may be required pursuant to Rule 15c2-12 promulgated by the United States Securities and Exchange commission (the "Rule") and any and all applicable rules and regulations of the Municipal Securities Rulemaking Board. The County Council hereby authorizes the County Auditor (a) to authorize and approve a Preliminary Official Statement, as the same may be appropriately confirmed, modified and amended for distribution as the Preliminary Official Statement of the County; (b) on behalf of the County, to designate the Preliminary Official Statement a "final" Official Statement of the County with respect to the Bonds, subject to completion as permitted by and otherwise pursuant to the provisions of the Rule; and (c) to authorize and approve the Preliminary Official Statement to be placed into final form and to enter into such agreements or arrangements as may be necessary or advisable in order to provide for the distribution of a sufficient number of copies of the final Official Statement under the Rule.

Prior to the sale of the Bonds, the County Auditor shall cause to be published a notice of intent to sell once each week for two weeks in the Northwest Indiana Times, the Post-Tribune and the Court and Commercial Record. Without limiting the foregoing, the notice of such sale or a summary thereof may also be published in a financial journal published in the City and State of New York and/or in other newspapers, in the discretion of the County Auditor. The notice must state that any person interested in submitting a bid for the Bonds may furnish in writing at the

address set forth in the notice, the person's name, address, and telephone number, and that any such person may also furnish a telex number. The notice must also state: (1) the amount of the Bonds to be offered; (2) the denominations; (3) the dates of maturity; (4) the maximum rate or rates of interest; (5) the place of sale; (6) the time within which the name, address and telephone number must be furnished, which must not be less than seven (7) days after the last publication of the notice of intent to sell; and (7) such other matters as the County Auditor shall deem appropriate. Each person so registered shall be notified of the date and time bids will be received, not less than twenty-four (24) hours before the date and time of sale. The notification shall be made by telephone at the number furnished by the person, and also by telex if the person furnishes a telex number.

All bids for Bonds shall be sealed and shall be presented to the County Auditor at his office, and the County Auditor shall continue to receive all bids offered until the hour named on the day fixed for the sale of the Bonds, at which time and place he shall open and consider each bid. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, not exceeding eight percent (8%) per annum. Bids specifying more than one interest rate shall also specify the amount and maturities of the Bonds bearing each interest rate, and all Bonds maturing on the same date must bear the same rate of interest. The interest rate on Bonds of a given maturity must be at least as great as the interest rate on Bonds of any earlier maturity. Subject to the provisions set forth below, the County Auditor shall award the Bonds to the bidder offering the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds from the date thereof to their maturity and deducting therefrom the premium bid, if any, or adding thereto the amount of any discount, if any. No bid for less than 100% of the par value of the Bonds (or such lesser percentage not less than 97% as the County

Auditor, with the advice of the County's financial advisor, may determine at the time of the publication of notice of intent to sell Bonds or the time the Bonds are sold at other than a public sale), including accrued interest at the rate or rates named to the date of delivery, will be considered. The County Auditor shall have full right to reject any and all bids. In the event no acceptable bid is received at the time fixed in the notice for the sale of the Bonds, the County Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising; provided, however, that if such sale be continued, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time originally fixed for such sale.

The County Auditor is hereby authorized to determine, in her discretion, to sell the Bonds pursuant to the general provisions of Indiana Code 5-1-11, and in the event of such a determination, those portions of this Section 5 which conflict with such subsection shall be deemed inapplicable.

Prior to the delivery of the Bonds, the County Auditor shall be authorized to obtain a legal opinion as to the validity of the Bonds from Krieg DeVault LLP, bond counsel for the County, and to furnish such opinion to the purchaser or purchasers of the Bonds. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

SECTION 6. The provisions of this Section 6 shall govern the sale of the Bonds if the Board of Commissioners determines to sell the Bonds at other than a public sale pursuant to this Ordinance. In the event of such determination, the Bonds shall be sold as allowable by Indiana law to the purchaser thereof in such denomination or denominations as the purchaser thereof may request, pursuant to a purchase agreement (the "Purchase Agreement") between the County and

the purchaser thereof, hereby authorized to be applied for, entered into and executed by the Board of Commissioners and attested by the County Auditor, on behalf of the County, upon such determination by the Board of Commissioners subsequent to the date of the adoption of this Ordinance. Such Purchase Agreement may set forth the definitive terms and conditions for such sale, but all of such terms and conditions must be consistent with the terms and conditions of this Ordinance, including without limitation the interest rate or rates on the Bonds which shall not exceed the maximum authorized rate of interest for the Bonds pursuant to this Ordinance. Bonds sold to such purchaser thereof shall be accompanied by "all documentation required by such purchaser thereof pursuant to Indiana Code 5-1.4 or Indiana Code 5-1.5 and the Purchase Agreement, including without limitation an approving opinion of nationally recognized bond counsel, certification and guarantee of signatures and certification as to no litigation pending, as of the date of delivery of the Bonds to such purchaser thereof, challenging the validity or issuance of the Bonds. In the event the County determines to sell the Bonds to such purchaser thereof, the entry by the County into the Purchase Agreement and the execution of the Purchase Agreement on behalf of the County by the Board of Commissioners and in accordance with this Ordinance, are hereby authorized, approved and ratified.

SECTION 7. The County Auditor is hereby authorized and directed to have the Bonds prepared, and the Board of Commissioners is hereby requested and authorized to execute the Bonds with their manual or facsimile signatures. The County Auditor is hereby requested and authorized to attest to the Bonds with his manual or facsimile signature, and to cause the seal of the Board of Commissioners to be impressed or a facsimile thereof to be printed on the Bonds, all in the form and manner herein provided. After the Bonds have been properly executed, the

County Auditor and County Treasurer shall deliver or cause to be delivered the Bonds to the purchasers in the manner provided by law.

SECTION 8. The County Council hereby requests, authorizes and directs the Board of Commissioners, the County Auditor and the County Treasurer, and each of them, for and on behalf of the County, to prepare, execute and deliver any and all other instruments, letters, certificates, agreements and documents as are determined to be necessary or appropriate to consummate the transactions contemplated by this Ordinance, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the Bonds, necessary or appropriate to consummate the transactions contemplated by this Ordinance shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the County, the full performance and satisfaction of which by the County is hereby authorized and directed.

SECTION 9. In order to preserve the excludability from gross income of interest on the Bonds under federal law, the County Council, on behalf of the County, represents, covenants and agrees that, to the extent necessary to preserve such exclusion:

(a) No person or entity or any combination thereof, other than the County or any governmental unit within the meaning of Section 141(b)(6) and Section 150(a)(2) of the Internal Revenue Code of 1986, as amended and in effect on the date of delivery of the Bonds (the "Code"), will use proceeds of the Bonds;

(b) No Bond proceeds will be lent to any entity or person other than a governmental unit. No Bond proceeds will be transferred directly or indirectly transferred or deemed transferred to a person other than a governmental unit in a fashion that would in substance constitute a loan of such Bond proceeds;

(c) The County will not take any action or fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, and the County Council will not act or permit any actions by officers or officials of the County that would in any manner adversely affect such excludability. The County Council further covenants that the County will not make any investment or do any other act or thing during the period that any Bond is outstanding hereunder which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148 of the Code and the regulations applicable thereto as in effect on the date of delivery of the Bonds. The County shall comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable; and

(d) All officers, employees and agents of the County are hereby authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the County as of the date that the Bonds are issued, and to make covenants on behalf of the County evidencing the County's commitments made herein. In particular, any and all appropriate officers, employees and agents of the County are authorized to certify and/or enter into covenants for the County regarding (i) the facts and circumstances and reasonable expectations of the County on the date that the Bonds are issued and (ii) the commitments made herein by the County regarding the amount and use of the proceeds of the Bonds.

SECTION 10. Notwithstanding any other provision of this Ordinance, any of the covenants and authorizations contained in this Ordinance (the "Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income for purposes

of federal income taxation (the "Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 11. If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms and the whole amount of the principal of and interest so due and payable upon all of the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys for such purpose, shall be held in trust for such purpose, then and in that case the Bonds or such portion thereof issued hereunder shall no longer be deemed outstanding or an indebtedness of the County.

SECTION 12. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 13. The county may, without the consent of, or notice to, any of the owners of the Bonds, adopt a supplemental ordinance for anyone or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Ordinance;
- (b) To grant to or confer upon the owners of the Bonds any additional benefits, rights, remedies, powers, authority or security that may lawfully be granted to or

conferred upon the owners of the Bonds, or to make any change which, in the judgment of the County, is not to the prejudice of the owners of the Bonds ,

(c) To modify, amend or supplement this Ordinance to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America;

(d) To provide for the refunding or advance refunding of the Bonds;

(e) To procure a rating on the Bonds from a nationally recognized securities rating agency designated in such supplemental ordinance, if such supplemental ordinance will not adversely affect the owners of the Bonds; and

(f) Any other purpose which in the judgment of the Board does not adversely impact the interests of the owners of the Bonds.

SECTION 14. This Ordinance, and the rights and obligations of the County and the owners of the Bonds may be modified or amended at any time by supplemental ordinances adopted by the County with the consent of the owners of the Bonds holding at least sixty percent (60%) in aggregate principal amount of the outstanding Bonds (exclusive of Bonds, if any, owned by the County); provided, however, that no such modification or amendment shall, without the express consent of the owners of the Bonds affected, reduce the principal amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date, extend its maturity or the times for paying interest thereon, permit a privilege or priority of any Bond or Bonds over any other Bond or Bonds, create a lien securing any Bonds other than a lien ratably securing all of the Bonds outstanding, or change the monetary medium in which principal and interest are payable, nor shall any such modification or amendment reduce the percentage of consent required for amendment or modification.

Any act done pursuant to a modification or amendment so consented to shall be binding upon all the owners of the Bonds and shall not be deemed an infringement of any of the provisions of this Ordinance or of the Act, and may be done and performed as fully and freely as if expressly permitted by the terms of this Ordinance, and after such consent relating to such specified matters has been given, no owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the County or any officer thereof from taking any action pursuant thereto.

If the County shall desire to obtain any such consent, it shall cause the Registrar and Paying Agent to mail a notice, postage prepaid, to the respective owners of the Bonds at their addresses appearing on the registration books held by the Registrar and Paying Agent. Such notice shall briefly set forth the nature of the proposed supplemental ordinance and shall state that a copy thereof is on file at the office of the Registrar and Paying Agent for inspection by all owners of the Bonds. The Registrar and Paying Agent shall not, however, be subject to any liability to any owners of the Bonds by reason of its failure to mail the notice described in this Section 14, and any such failure shall not affect the validity of such supplemental ordinance when consented to and approved as provided in this Section 14.

Whenever at any time within one year after the date of the mailing of such notice, the County shall receive an instrument or instruments purporting to be executed by the owners of the Bonds of not less than sixty percent (60%) in aggregate principal amount of the Bonds then outstanding (exclusive of Bonds, if any, owned by the County), which instrument or instruments shall refer to the proposed supplemental ordinance described in such notice, and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice as on file with the Registrar and Paying Agent, thereupon, but

not otherwise, the County may adopt such supplemental ordinance in substantially such form, without liability or responsibility to any owners of the Bonds, whether or not such owner shall have consented thereto.

Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section 14, this Ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

SECTION 15. It is hereby determined that an emergency requiring additional appropriations exists, and the proceeds derived from the sale of the Bonds, in the amount determined in accordance with Section 2 of this Ordinance, not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), shall be and are hereby appropriated to provide funding for the obligations created by the Judgments, together with expenses in connection with the issuance of the Bonds. The payment of the Judgments is being made pursuant to the terms thereof, and the aggregate payment appropriated hereby is in full and complete satisfaction of the Judgments. Such appropriation shall be in addition to all appropriations provided for in the existing budget and levy, and shall continue in effect until the payment in full of Judgment together with expenses in connection with the issuance of the Bonds.

SECTION 16. A certified copy of this Ordinance shall be filed with the Indiana Department of Local Government Finance by the County Auditor in accordance with Indiana Code 6-1.1-18-5.

SECTION 17. If the date of making any payment or the last date for performance of any act or the exercising of any right, as provided in this Ordinance, shall be a legal holiday or a day

on which banking institutions in the County or the city in which the Registrar and Paying Agent is located are typically closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are typically closed, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

SECTION 18. This Ordinance shall be in full force and effect from and upon compliance with the procedures, if any, required by law, and all ordinances in conflict herewith are hereby repealed to the extent or such conflict.

Adopted and approved this 9th day of August, 2006.

LAKE COUNTY COUNCIL

Elie Frankling

Ron Tabunguli

Samuel Land

Christine Red

Thomas W...

Donald ...

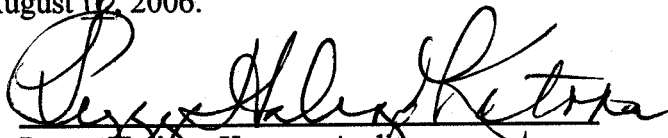
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ATTEST:

[Signature]

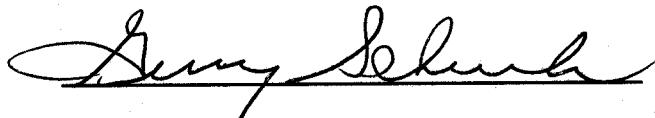
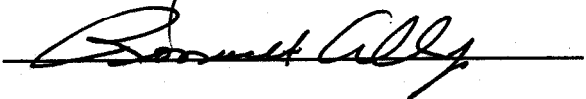
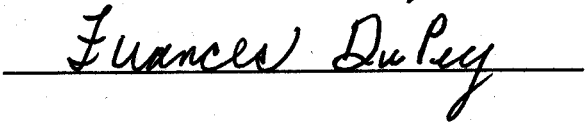
 Auditor, Lake County, Indiana

The foregoing Ordinance was presented by me to the Board of Commissioners of the County of Lake at 10:00 o'clock a.m., on August 16, 2006.


Peggy Hofinga Katona, Auditor

The foregoing Ordinance is hereby approved by the Board of Commissioners of the County of Lake as of this 16 day of August, 2006. The Lake County Auditor is hereby authorized and directed to announce such approval to the Lake County Council.

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA

ATTEST:

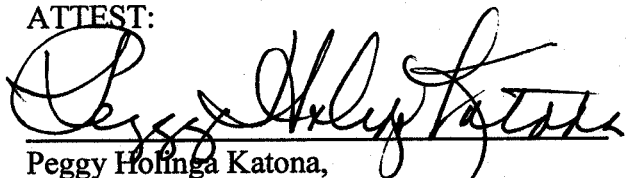
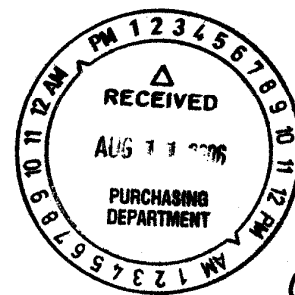

Peggy Hofinga Katona,
Lake County Auditor

EXHIBIT A

Caption	Cause Number	Judgment/ Settlement Date	Judgment/ Settlement Amount*
1. Rosylen McKinnie v. Lake County Sheriff's Department	C-172328	June 15, 2006	\$17,500.00
2. Myrtle Murphy v. Lake County Prosecutor's Office	C-156684	July 18, 2006	\$13,500.00
3. Elizabeth Foster v. Lake County Board of Commissioners	C-169700 & C-173412	May 25, 2006	\$10,000.00
4. James Keilman, et al. v. Lake County Board of Commissioners, et al.	45C01-0208-CT-00189	October 17, 2005	\$650,000.00
5. Todnie Davies v. Lake County Jail	A-709318	June 22, 2006	\$17,500.00
6. Edward Davies v. Lake County Sheriff's Department	A-622355 & A-661926	June 15, 2006	\$34,500.00
7. Barbara Dinga v. Lake County	C-178749	June 15, 2006	\$24,000.00
8. Martin v. Lake County Coroner's Office, et al.	2:03 cv 536	June 23, 2006	\$150,000.00
9. Earline Rideout v. Lake County Circuit Court	C-171347	July 5, 2006	\$6,000.00
10. Ruben Torres v. Lake County Sheriff's Department	45D05-0310-CT-281	July 21, 2006	\$200,000.00
11. Robert Irving v. Lake County, et al.	2:03 cv 37	July 20, 2006	\$30,000.00
12. Victor Lepucki v. Lake County Sheriff's Department, et al.	45D02-9909-CT-379	July 13, 2006	\$50,000.00

*Includes judgment or settlement amount plus, where applicable, estimated maximum courts costs and interest until estimated payment date.

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CB

Order#74 – Agenda #64

In the Matter of Lake County Council Ordinances and Resolutions – Ordinance No. 1270A-8.

Allen made a motion, seconded by DuPey, to approve the L.C. Council Ordinance No. 1270A-8. Motion passed 3-0.

ORDINANCE NO. 1270A-8

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.

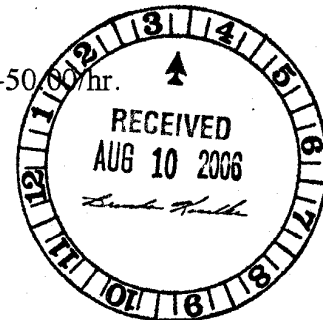
NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the following section be amended and adopted as follows:

Section III.

- 24. Lake Circuit Court
Therapist and/or psychologists
(maximum 16 hours per week)

\$30.00-50.00/hr.



That Ordinance No. 1270A-1 is hereby repealed.

SO ORDAINED THIS 9TH DAY OF AUGUST, 2006.

Ron Tabaczynski
 RON TABACZYNSKI

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

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

Larry Blanchard
 LARRY BLANCHARD

Christine CID
 CHRISTINE CID

Donald Potrebic
 DONALD POTREBIC

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 Members of the Lake County Council
Francis J. Kelly
James J. ...
Francis J. Kelly
 APPROVED THIS 16 DAY OF AUG 20 06

Order#75 – Agenda 65

In the Matter of Appointments: Lake County Library Board.

Scheub made a motion, seconded by Allen, to appoint Tom Cera to the Lake County Library Board. Motion passed 2-1, Commissioner DuPey against.

DuPey made a motion to appoint Theresa Barbara. This motion failed due to a lack of a second.

Order#76 – Agenda #66A

In the Matter of Treasurer's Report for the month of February, 2006.

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 February 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.

Allen made a motion, seconded by DuPey, to accept the above Treasurer's Reports of February 2006 as submitted. Motion passed 3-0.

Order#77 – Agenda #66B

In the Matter of Weights and Measures Report for period of June 16, 2006 – July 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 06/16/06 – 07/15/06. 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.

Allen made a motion, seconded by DuPey, to accept the above Weights and Measures Reports of 06/16/06 – 07/15/06 as submitted. Motion passed 3-0.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, September 13, 2006 at 10:00 A.M.

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

GERRY SCHEUB, PRESIDENT

FRANCES DUPEY

ROOSEVELT ALLEN JR.

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR