

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 12<sup>th</sup> day of August, 2008 at about 3:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 12<sup>th</sup> day of August, 2008 at about 3:30 p.m.

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 opening of the Bids/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 Additions: **Item #12A** – Addendum #1 to the Specification for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River to be ratified; **Item #49A** – Bond Forfeiture, Town of Dyer; **Item #49B** – Parking Signs, Lake County Government Center Parking Lot; **Item #49C** – 2008 Elevator Upgrades; **Item #49D** – Property transfer, Gary 12-20; **Corrections** – Number 12 – Should read \$1576,025.00; Number 30 – Should read Consulting Contract between SLG Consulting Services, LLC and the Board of Commissioners of the County of Lake for the period of October 1, 2008 to December 31, 2008 in an amount not to exceed \$7,500.00 at the rate of \$2,500.00 per month. Motion passed 3-0.

Order #3 Agenda #5D

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

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

Order #3 Agenda #5E

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

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

Order #5 Consent Agenda

In the Matter of Consent Agenda

Allen made a motion, seconded by DuPey, to approve the Items of the Consent Agenda (Item 21 A-F, 54, 55A, 55B, and 55C). Motion passed 3-0.

Order #5 Consent Agenda #21 A-F

In the Matter of L.C. Highway – Certificates of Liability Insurance (Hecht's Landscaping, Inc.; Hessville Plumbing, Inc.; Gough, Inc.; CET Company, Inc.; F.W. Bieker Construction, Inc.; Nettleton Specialized Carriers, Inc.).

Allen made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance (Hecht's Landscaping, Inc.; Hessville Plumbing, Inc.; Gough, Inc.; CET Company, Inc.; F.W. Bieker Construction, Inc.; Nettleton Specialized Carriers, Inc.). Motion passed 3-0.

Order #5 Consent Agenda #54

In the Matter of Vendor Qualification Affidavits.

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

WILLIAM E. EATON  
SOUTH COUNTY LANDSCAPING, INC.  
L.A. TRAFFIC SIGNS  
S & S SEWER AND SEPTIC SERVICE  
MGS MARKETING, INC.  
GUILLERMO ROMO  
DENNIS CRANE PHOTOGRAPHERS, INC.  
ADRIAN ANGUIANO  
CCB CHILD SUPPORT ENFORCEMENT  
CANTU COPY, INC.  
CATALYST MARKETING INNOVATIONS  
ANTHONY R. KEMP  
RONALD J. SCHUTZ  
NEW LIFE, INC./PATHFINDER YOUTH PROGRAM  
UNIVERSITY OF OKLAHOMA

## Order #5 Consent Agenda #54 (cont'd)

INDIANA ASSOCIATION OF PREVENTION PROFESSIONALS  
 GARY PRINTING, INC.  
 MN INSTITUTE OF PUBLIC HEALTH  
 ZANDSTRA'S STORE FOR MEN, INC.  
 E.R.C., INC.  
 CRAIG FUTTERMAN  
 DALAL MEDICAL  
 PORTER MEDICAL  
 SWARTZ, RETSON & CO., P.C.  
 METHODIST ANESTHESIA LLC  
 PORTER HEALTH SERVICES LLC  
 PA LABS INC.  
 VALIANT EQUIPMENT  
 JERRY J. KULIK & CO., LLC  
 ROBINS NEST WATER COMPANY  
 PROFESSIONAL PLUMP AND IRRIGATION SERVICE  
 GENESIS ARTISTS VILLAGE

## Order #5 Consent Agenda #55A

In the Matter of Clerk's Branches Report for the months of April and May, 2008.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of April and May 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Clerk's Branches Reports of April and May 2008 as submitted. Motion passed 3-0.

## Order #5 Consent Agenda #55B

In the Matter of Public Works Report for the Months of June and July, 2008.

Comes now, William Henderson, Public Works Director, and files with the Board his report of job details and activity for the Months of June and July, 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Public Work's Reports of June and July 2008 as submitted. Motion passed 3-0.

## Order #5 Consent Agenda #55C

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

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of June 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by DuPey, to accept the above Treasurer's Reports of June 2008 as submitted. Motion passed 3-0.

## Order #6 Agenda #6

In the Matter of L.C. Highway – Proposals – Replacement and Installation of a sewer outlet located at 129<sup>th</sup> Avenue east of Nine Mile between Monroe and Van Buren (Northwood Subdivision).

DuPey made a motion, seconded by Allen, to accept the recommendation of the Highway Superintendent to award Dyer Construction Company with \$53,205.00 for Replacement and Installation of a sewer outlet located at 129<sup>th</sup> Avenue east of Nine Mile between Monroe and Van Buren (Northwood Subdivision), being sole and most responsive bidder. Motion passed 3-0.

Letter of Recommendation

August 6, 2007

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

ATTN: Gerry Scheub, President

Re: Sewer Outlet, 129<sup>th</sup> Avenue East of Nine Mile between Monroe and Van Buren (Northwood Subdivision)

Honorable Commissioners:

The Lake County Highway Department reviewed the bids opened at your meeting of Wednesday July 16, 2008 for the Sewer Outlet, 129<sup>th</sup> Avenue East of Nile Mile between Monroe and Van Buren (Northwood Subdivision). Dyer Construction Company is the sole and most responsive bidder in the amount of \$53,205.00.

Below is the amount of the sole bid received on July 16, 2008, 9:30 A.M.

**CONTRACTOR**  
**Dyer Construction Company**

**BID AMOUNT**  
**\$53,205.00**

Respectfully Submitted,  
 Marcus W. Malczewski, Superintendent

## Order #7 Agenda #7

In the Matter of Contract for L.C. Highway – Rehabilitation of Lake County Bridge #84, 121<sup>st</sup> Avenue over Niles Ditch.

The Board having previously taken the bids under advisement, does hereby award the contract to JCI Bridge Group, Inc., for Rehabilitation of Lake County Bridge #84, 121<sup>st</sup> Avenue over Niles Ditch, upon a motion made by Allen, seconded by DuPey, with the recommendation of the L.C. Highway. 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 #84, 121<sup>st</sup> Avenue over Niles Ditch for the L.C. Highway, 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:

JCI BRIDGE GROUP, INC. W/ FIDELITY AND DEPOSIT COMPANY OF MARYLAND in the amount of 5% of the bid total 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 #84, 121<sup>st</sup> AVENUE OVER NILES DITCH \$237,218.09 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: August 20, 2008

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

JCI BRIDGE GROUP, INC.

Letter of Recommendation:

August 20, 2008

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

ATTN: Gerry Scheub, President

RE: Recommendation of Award for the Rehabilitation of Lake County Bridge #84, 121<sup>st</sup> Avenue over Niles Creek

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, July 16, 2008. Based upon our review of the bids, the Highway Department recommends award of the contract to JCI Bridge Group Inc., lowest and most responsive bidder in the amount of \$237,218.09.

The bids received are as follows:

Vendor	Amount
<b>JCI Bridge Group Inc.</b>	<b>\$237,218.09</b>
Gariup Construction	\$320,100.00
Dyer Construction	\$331,171.00
Ellas Construction	\$340,064.69

Respectfully Submitted,  
Marcus W. Malczewski, Superintendent

## Order #8 Agenda #8

In the Matter of L.C. Highway – Local Funded Engineering Agreement with MS Consultants, Inc. for the Rehabilitation of Lake County Bridge #84, 121<sup>st</sup> Avenue over Niles Creek in an amount not to exceed \$36,293.79.

DuPey made a motion, seconded by Allen, to approve the Local Funded Engineering Agreement with MS Consultants, Inc. for the Rehabilitation of Lake County Bridge #84, 121<sup>st</sup> Avenue over Niles Creek in an amount not to exceed \$36,293.79 on behalf of the Lake County Highway Department. Motion passed 3-0.

Order #8 Agenda #8 (cont'd)

**LOCAL FUNDED  
ENGINEERING AGREEMENT**

THIS AGREEMENT is made and entered into August 20, 2008, by and between Lake County, Indiana, acting by and through its Board of Commissioners, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

ms consultants, inc.  
8900 Keystone Crossing, Suite 775  
Indianapolis, Indiana 46240-7644

hereinafter referred to as the "CONSULTANT".

**WITNESSETH**

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for the construction 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 construction engineering services and documents, hereinbefore and hereinafter described, in relation to the following described project:

Rehabilitation of Lake County Bridge No. 84  
121<sup>st</sup> Avenue over Niles Creek

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.

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**Section III. Notice to Proceed and Schedule**

The CONSULTANT shall begin the services 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 services 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):

ms consultants, inc.  
8900 Keystone Crossing, Suite 775  
Indianapolis, Indiana 46240-7644

2. **Subletting Assignment of Contract**

No portion of the services 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 subconsultant shall not subcontract any portion of its services 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

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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 subconsultant or anyone acting in behalf of either, that he or they will comply with applicable state, federal, and local statutes, ordinances, and regulations and assist the LOCAL PUBLIC AGENCY in obtaining 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 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 CONSULTANT's services 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.

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and subconsultants at a construction/ project site, shall relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its

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employees in connection with their work or any health or safety programs or procedures. The LOCAL PUBLIC AGENCY agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the LOCAL PUBLIC AGENCY's contract with the General Contractor. The LOCAL PUBLIC AGENCY also agrees that the LOCAL PUBLIC AGENCY, the CONSULTANT, and the CONSULTANT's subconsultants shall be indemnified by the general Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

CONSULTANT shall be knowledgeable of applicable national and state laws and municipal ordinances and regulations affecting the CONSULTANT's services or performance under this Agreement, and shall indemnify the LOCAL PUBLIC AGENCY, its officers, agents and employees against any liability, including reasonable attorney's fees, based on the violation of applicable laws, regulations or ordinances.

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 damages, losses and expenses, including, but not limited to, reasonable attorney's fees resulting from the services performed under this Agreement, provided that such damage, loss or expense is caused solely by the negligent acts of the CONSULTANT, his subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. 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:

County Highway Superintendent  
Lake County Highway Department  
1100 E. Monitor Street  
Crown Point, IN 46307

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

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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 performed by CONSULTANT. CONSULTANT shall require the same of its subconsultants performing services covered by this agreement. 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 subconsultants. The policy shall specifically include coverage for "hold harmless" clause (Contractual Liability)

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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.

(D) CONSULTANT shall maintain Professional Liability coverage. The Professional Liability coverage shall be in effect from the effective date of this Agreement and CONSULTANT shall endeavor to keep coverage in effect continuously, if available to the engineering profession and of reasonable premium level. Coverage also shall extend to employees who may retire, transfer, or otherwise cease employment with CONSULTANT during the coverage period only for work done on behalf of the CONSULTANT.

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 CONSULTANT's services after the services have progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and adjustments to time allowed for performance of the services as modified

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shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment. The CONSULTANT shall not commence the additional services 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, 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 schedule 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 LOCAL PUBLIC AGENCY. In the event of failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damages it may sustain by reason thereof.

12. Standard of Care

The CONSULTANT shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. 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.

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17. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

Marcus W. Malczewski, Superintendent  
Lake County Highway Department  
1100 East Monitor Street  
Crown Point, Indiana 46307

CONSULTANT:

Michael D. Kratofil  
ms consultants, inc.  
8900 Keystone Crossing, Suite 775  
Indianapolis, Indiana 46240-7644

18. Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the LOCAL PUBLIC AGENCY and the CONSULTANT agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The LOCAL PUBLIC AGENCY and the CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to also include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements.

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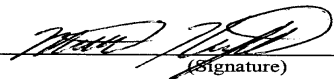
IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

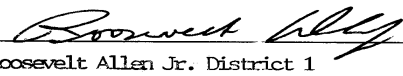
CONSULTANT

LOCAL PUBLIC AGENCY

ms consultants, inc.

Board of County Commissioners  
Lake County, Indiana

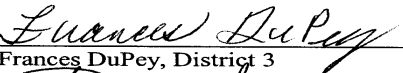
By:   
(Signature)

By:   
Roosevelt Allen Jr. District 1

Michael D Kratofil  
(Typed Name)

By:   
Gerry J. Schaub, District 2

By: \_\_\_\_\_  
(Signature)

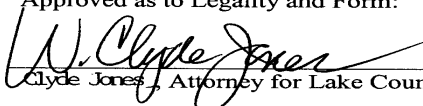
By:   
Frances DuPey, District 3

(Typed Name)

Attest:   
Peggy K. Lona, Lake County Auditor

Date August 20, 2008

Approved as to Legality and Form:

  
Clyde Jones, Attorney for Lake County

(Form approved by the Attorney General.)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA )  
)  
COUNTY OF MARION )

The undersigned, being duly sworn on oath, says that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed Agreement other than that which appears upon the face of the Agreement.

ms consultants, inc.  
(Firm Name)

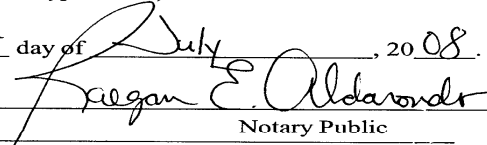
8900 Keystone Crossing Suite 775, Indianapolis, IN 46240  
(Firm Address)

  
(Signature)

Michael Kratofil, P.E.  
(Print or Type Name)

Subscribed and sworn to before me this 10<sup>th</sup> day of July, 2008.

My Commission Expires: 10/2/13  
County of Residence Hamilton

  
Notary Public  
Raegan E. Aldarondo  
(Typed Name)

(see file for "Appendix A-D")

## Order #9 Agenda #9

In the Matter of Contract for L.C. Highway – Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place.

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh and Kelly, 1700 E. Main Street, Griffith, IN 46319 for Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place upon a motion by DuPey to ratify, seconded by Allen, with the recommendation of the L.C. Highway. 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 Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place for the L.C. Highway, 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:

WALSH & KELLY W/ FEDDERAL INSURANCE CO. in the amount of 5% of the bid total 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 Reconstruction of Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place \$132,183.75 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: August 20, 2008

FRANCES DUPEY WALSH & KELLY, INC.  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

Letter of Recommendation:

July 28, 2008

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

ATTN: Gerald Scheub, President

RE: Reconstruction of Calhoun Place Roadway reconstruction from 89<sup>th</sup> Avenue to King Place (Springrose Heath Subdivision)

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, July 16, 2008 for the Reconstruction of Calhoun Place Roadway reconstruction from 89<sup>th</sup> Avenue to King Place (Springrose Heath Subdivision). Based upon our review of the bids, the Highway Department recommends award of the contract to Walsh and Kelly Inc., the lowest and most responsive bidder in the amount of \$132,183.75. The Amount paid will be based upon field measured quantities.

The bids received are as follows:

- |                          |                     |
|--------------------------|---------------------|
| • <b>Walsh and Kelly</b> | <b>\$132,183.75</b> |
| • Dyer Construction      | \$148,379.35        |
| • Gariup Construction    | \$151,380.00        |
| • G.E. Marshall Inc.     | \$166,888.75        |
| • Ellas Construction Co. | \$185,150.00        |
| • Reith & Riley          | \$197,961.50        |

Respectfully,

Marcus W. Malczewski, Superintendent  
Lake County Highway Department

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.  
FRANCES DUPEY  
APPROVED THIS 20<sup>TH</sup> DAY OF AUGUST 2008

## Order #10 Agenda #10

In the Matter of L.C. Highway – Agreement with Walsh and Kelly, Inc. for Roadway Reconstruction o Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place in the amount of \$132,183.75.

DuPey made a motion, seconded by Allen, to approve the Highway Department's Agreement with Walsh and Kelly, Inc. for Roadway Reconstruction o Springrose Heath Subdivision, Calhoun Place from 89<sup>th</sup> Avenue to King Place in the amount of \$132,183.75. Motion passed 3-0.

Order #10 Agenda #10 (cont'd)

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 Walsh & Kelly, 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 equipment and labor necessary and to fully construct the work designated as follows:

CALHOUN PLACE ROADWAY RECONSTRUCTION 89TH AVENUE TO KING PLACE

according to the Plans and Specifications on file in the office of the Lake County Auditor and any supplemental or special provisions set or referred to in the Contractor's attached bid, and hereby agrees to pay the Contractor for the actual amount of such work done and materials in place, as measured by the Owner or their duly authorized representative at the Unit Prices stated in the Contractor's attached itemized proposal dated July 16, 2008, 2007 which sums the Contractor agrees to accept in fully payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor, together with the plans and specifications, 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 Owner, but progress payments shall not exceed ninety percent (90%) of any 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 the carrying forward, performing and completing of this contract, and which estimates shall also be subject to the provisions of the standard specifications on file in the offices of the said County Auditor and made a part thereof;

That before any final estimate is paid to the Contractor, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the Owner from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled; and that no moneys due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications.

That before any final estimate is paid to the Contractor, the Contractor shall furnish a Maintenance Bond in the amount of 100% of the Contract Price, for a period of no less than three (3) years.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this 7th day of August, 2008.

Signature [Handwritten Signature]

Jeffrey L. Swan, Vice President Title

Walsh & Kelly, Inc. Firm Name

APPROVED this 20th day of August, 2008.

BOARD OF COUNTY COMMISSIONERS LAKE COUNTY, INDIANA

Approved as to Form and Legality

[Handwritten Signature] Roosevelt Allen Jr., District 1

Attorney Clyde Jones

[Handwritten Signature] Gerry J. Scheub, District 2

[Handwritten Signature] Frances DuPey, District 3

## Order #11 Agenda #11

In the Matter of Contract for L.C. Highway – Reconstruction of Wallace Street located in Hermits Lake Subdivision.

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh and Kelly, 1700 E. Main Street, Griffith, IN 46319 for Reconstruction of Wallace Street located in Hermits Lake Subdivision, upon a motion by DuPey to ratify, seconded by Allen, with the recommendation of the L.C. Highway. 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 Reconstruction of Wallace Street located in Hermits Lake Subdivision for the L.C. Highway, 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:

WALSH & KELLY W/ FEDERAL INSURANCE CO. in the amount of 5% of the bid total 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 Reconstruction of Wallace Street located in Hermits Lake Subdivision \$157,025.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: August 20, 2008

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR. WALSH & KELLY, INC.

Letter of Recommendation:

July 28, 2008

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

ATTN: Gerald Scheub, President

RE: Reconstruction of Wallace Street, 122<sup>nd</sup> Place and 122<sup>nd</sup> Court (Hermits Lake Subdivision)

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, July 16, 2008 for the Reconstruction of Wallace Street, 122<sup>nd</sup> Place and 122<sup>nd</sup> Court (Hermits Lake Subdivision). Based upon our review of the bids, the Highway Department recommends award of the contract to Walsh and Kelly Inc., the lowest and most responsive bidder in the amount of \$157,025.00. The Amount paid will be based upon field measured quantities.

The bids received are as follows:

- |                          |                     |
|--------------------------|---------------------|
| • <b>Walsh and Kelly</b> | <b>\$157,025.00</b> |
| • Dyer Construction      | \$171,077.50        |
| • Gariup Construction    | \$179,850.00        |
| • G.E. Marshall Inc.     | \$198,275.00        |
| • Ellas Construction Co. | \$220,000.00        |
| • Reith & Riley          | \$228,635.00        |

Respectfully,

Marcus W. Malczewski, Superintendent  
Lake County Highway Department

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.  
FRANCES DUPEY  
APPROVED THIS 20<sup>TH</sup> DAY OF AUGUST 2008

## Order #12 Agenda #12

In the Matter of L.C. Highway – Agreement with Walsh and Kelly, Inc. for the Reconstruction of Wallace Street located in Hermits Lake Subdivision in the amount of \$157,025.00.

DuPey made a motion, seconded by Allen, to approve the Agreement with Walsh and Kelly, Inc. for the Reconstruction of Wallace Street located in Hermits Lake Subdivision in the amount of \$157,025.00 on behalf of the Highway Department. Motion passed 3-0.

Order #12 Agenda #12 (cont'd)

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

Walsh & Kelly, 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 equipment and labor necessary and to fully construct the work designated as follows:

WALLACE STREET, 122<sup>ND</sup> PLACE, AND 122<sup>ND</sup> COURT ROADWAY RECONSTRUCTION

according to the Plans and Specifications on file in the office of the Lake County Auditor and any supplemental or special provisions set or referred to in the Contractor's attached bid, and hereby agrees to pay the Contractor for the actual amount of such work done and materials in place, as measured by the Owner or their duly authorized representative at the Unit Prices stated in the Contractor's attached itemized proposal dated July 16, 2008, 2008 which sums the Contractor agrees to accept in fully payment for such work, and

IT IS FURTHER MUTUALLY AGREED:

That the accompanying Proposal and Bond of the Contractor, together with the plans and specifications, 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 Owner, but progress payments shall not exceed ninety percent (90%) of any 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 the carrying forward, performing and completing of this contract, and which estimates shall also be subject to the provisions of the standard specifications on file in the offices of the said County Auditor and made a part thereof;

That before any final estimate is paid to the Contractor, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by the Owner from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled; and that no moneys due on this final estimate shall be paid until the work is fully completed and accepted as provided in the specifications.

That before any final estimate is paid to the Contractor, the Contractor shall furnish a Maintenance Bond in the amount of 100% of the Contract Price, for a period of no less than three (3) years.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this 7th day of August, 2008.

Jeffrey L. Swan  
Signature

Jeffrey L. Swan, Vice President  
Title

Walsh & Kelly, Inc.  
Firm Name

APPROVED this 20<sup>th</sup> day of August, 2008.

BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, INDIANA

Roosevelt Allen Jr.  
Roosevelt Allen Jr., District 1

Gerry J. Scheub  
Gerry J. Scheub, District 2

Frances DuPey  
Frances DuPey, District 3

## Order #13 ADD Agenda #12A

In the Matter of L.C. Highway – Addendum #1 to the Specification for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River.

DuPey made a motion, seconded by Allen, to ratify and make a matter public record the Highway Department's Addendum #1 to the Specification for the Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River. Motion passed 3-0.

## Order #14 Agenda #13

In the Matter of L.C. Highway – Bids – Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River.

This being the day, time, and place for the receiving of bids for Rehabilitation of Lake County Bridge #245, Columbia Avenue over Little Calumet River for the Highway Department, the following bids were received:

Gariup Construction	\$947,500.00
Ellas Construction Co., Inc.	\$853,144.00

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

## Order #15 Agenda #14

In the Matter of L.C. Highway – Wirtz & Yates, Inc. Change Order No. 1 in the amount of \$14,270.08 for the Reconstruction of Bridge No. 40, 211<sup>th</sup> Avenue over Cedar Creek.

Allen made a motion, seconded by DuPey, to approve L.C. Highway – Wirtz & Yates, Inc. Change Order No. 1 in the amount of \$14,270.08 for the Reconstruction of Bridge No. 40, 211<sup>th</sup> Avenue over Cedar Creek. Motion passed 3-0.

## Order #16 Agenda #15

In the Matter of L.C. Highway – Supplemental Agreement No. 1 in the amount of \$12,894.61 with RQAW Corporation for Lake County Bridge #196, Ridge Road over Kennedy Avenue.

DuPey made a motion, seconded by Allen, to approve L.C. Highway – Supplemental Agreement No. 1 in the amount of \$12,894.61 with RQAW Corporation for Lake County Bridge #196, Ridge Road over Kennedy Avenue. Motion passed 3-0.

## Order #17 Agenda #16

In the Matter of L.C. Highway – Indiana Department of Transportation Change Order #4 for Contract T-28782-B, 109<sup>th</sup> Avenue and Randolph Intersection Improvement in the amount of \$3,275.55.

DuPey made a motion, seconded by Allen, to approve the Highway Department's Indiana Department of Transportation Change Order #4 for Contract T-28782-B, 109<sup>th</sup> Avenue and Randolph Intersection Improvement in the amount of \$3,275.55. Motion passed 3-0.

## Order #18 Agenda #17

In the Matter of L.C. Highway – Local Public Agency Project Coordination Contract with the Indiana Department of Transportation for Lake County bridge #77, 205<sup>th</sup> Street over Bruce Ditch, DES #0400710, estimated project total \$636,582.00.

DuPey made a motion, seconded by Allen, to accept and make a matter of public record the Local Public Agency Project Coordination Contract with the Indiana Department of Transportation for Lake County bridge #77, 205<sup>th</sup> Street over Bruce Ditch, DES #0400710, estimated project total \$636,582.00 on behalf of the L.C. Highway. Motion passed 3-0.

## Order #19 Agenda #18

In the Matter of L.C. Highway – Temporary Right of Way for 45<sup>th</sup> Avenue (Cleveland Avenue to Grant Street) Parcel #14 in the amount o \$1,140.00.

DuPey made a motion, seconded by Allen, to approve the L.C. Highway – Temporary Right of Way for 45<sup>th</sup> Avenue (Cleveland Avenue to Grant Street) Parcel #14 in the amount o \$1,140.00. Motion passed 3-0.

## Order #20 Agenda #19

In the Matter of L.C. Highway – County Utility Agreement with AT&T Telephone Co., Inc. for buried telephone facilities; RE: Project #6668899 located at 233<sup>rd</sup> Avenue & Middle Street, Cedar Creek Township SW ¼ Section 28 T32N R9W.

DuPey made a motion, seconded by Allen, to approve the County Utility Agreement with AT&T Telephone Co., Inc. for buried telephone facilities; RE: Project #6668899 located at 233<sup>rd</sup> Avenue & Middle Street, Cedar Creek Township SW ¼ Section 28 T32N R9W on behalf of the Lake County Highway Department. Motion passed 3-0.



Order #21 Agenda #20

In the Matter of L.C. Highway – Gough, Inc. Road Cut Permit open cut Cline Avenue approximately 1/4 mile north from the intersection of Belshaw Road & Cline Avenue in Lowell to bring water main from the East side of Cline Avenue to the West side of Cline Avenue for the new Tri Creek Middle School.

DuPey made a motion, seconded by Allen, to award Gough, Inc. Road Cut Permit open cut Cline Avenue approximately 1/4 mile north from the intersection of Belshaw Road & Cline Avenue in Lowell to bring water main from the East side of Cline Avenue to the West side of Cline Avenue for the new Tri Creek Middle School on behalf of the Highway Department. Motion passed 3-0.

JUL 02 2008 16:45 2196620497

LAKE CITY HIGHWAY

#5233 P.001/001

**ROAD CUT PERMIT**

**PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY**

DATE 7-3-08

Applicant: GOUGH, INC.  
2200 EAST 88<sup>th</sup> Drive  
Moerrillville, IN 46410  
Phone - (219) 756-2200

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 GOUGH, INC. in behalf of the applicant. Permission is hereby granted to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in accordance with the plans submitted and specifications outlined below.

**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. 5" 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 cutting 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, flagmen, 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:

[Signature] 7-10-08  
[Signature] 7-10-2008

Lake County Highway Department

Approved by:

[Signature]  
[Signature]  
[Signature]

Lake County Board of Commissioners

Order #22 Agenda #22

In the Matter of L.C. Sheriff – Proposals – Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail.

This being the day, time, and place for the receiving of bids for the Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail, for the Sheriff's Department, the following bids were received:

Security Automation Systems	\$36,259.00
Stanley Convergent Security Solution	\$69,750.00



## Order #22 Agenda #22 (cont'd)

DuPey made a motion, seconded by Allen, to take the bids for Replacement and Upgrade of the existing system for the Remote Electronic Operation of Security Doors within the Lake County Jail under advisement and refer to the Sheriff for tabulation and recommendation. Motion passed 3-0.

## Order #23 Agenda #23

In the Matter of L.C. Sheriff – Request for permission to change the Auction date from August 23, 2008 to September 27, 2008.

DuPey made a motion, seconded by Allen, to approve the L.C. Sheriff – Request for permission to change the Auction date from August 23, 2008 to September 27, 2008 at 8:00 A.M. Motion passed 3-0.

## Order #24 Agenda #24

In the Matter of L.C. Sheriff – Purchase of One (1) Helicopter.

Allen made a motion, seconded by Scheub, to approve the Sheriff's Department to Purchase of One (1) Helicopter, a EC120B Helicopter from American Eurocopter LLC, as so stated by Attorney Kopak on behalf of the Sheriff. Motion passed with 2 yes votes and 1 abstention (2-1).

## Order #25 Agenda #25-28

In the Matter of L.C. Community Corrections – Specifications – Building "G" Men's Work Release for Air Conditioning and Ventilation, Electrical, General Construction, and Plumbing.

DuPey made a motion, seconded by Allen, to approve Community Corrections Specifications for Air Conditioning and Ventilation, Electrical, General Construction, and Plumbing at Building "G" Men's Work Release and ordered same for the advertising of bids for the return date of Wednesday, September 17, 2008 by 9:30 A.M. Motion passed 3-0.

## Order #26 Agenda #29

In the Matter of L.C. Public Defender – Amendment to the Agreement entered into on December 27, 2007 for the year 2008 with James J. Nagy for an additional \$12,000.00 at the rate of \$60.00 per hour.

Allen made a motion, seconded by DuPey, to approve the Amendment to the Agreement entered into on December 27, 2007 for the year 2008 with James J. Nagy for an additional \$12,000.00 at the rate of \$60.00 per hour on behalf of the Lake County Public Defender, Conflicts Division. Motion passed 3-0.


## CONSULTING CONTRACT AMENDMENT

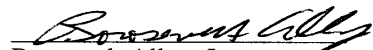
This is an amendment to the Agreement entered into between James J. Nagy and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on the 19<sup>th</sup> Day of December, 2007 for Conflicts Attorney Services for the Lake County Public Defender to be paid for out of the Lake County Public Defender's 2008 Budget.

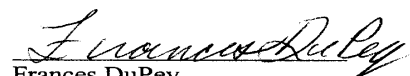
The contract is amended as follows: This is for an additional Twelve-Thousand (\$12,000.00) Dollars.

Approved this 20<sup>th</sup> of August 2008

Board of Commissioners  
Of the County of Lake

  
Gerry J. Scheub


  
Roosevelt Allen, Jr.

  
Frances DuPey

Consultant:

  
James J. Nagy

Attest:

  
Peggy Katona  
Lake County Auditor

## Order #27 Agenda #30

In the Matter of L.C. Clerk – Consulting Contract with SLG Consulting Services, LLC for the period of October 1, 2008 to December 31, 2008 in an amount not to exceed \$7,500.00 at the rate of \$2,500.00 per month.

DuPey made a motion, seconded by Allen, to approve the Clerk's Consulting Contract with SLG Consulting Services, LLC for the period of October 1, 2008 to December 31, 2008 in an amount not to exceed \$7,500.00 at the rate of \$2,500.00 per month. Motion passed 3-0.

### Consulting Services Agreement

This consulting Services Agreement, hereinafter "Agreement," is made as of this 20<sup>th</sup> day of August, 2008, by and between the Lake County Board of Commissioners, hereinafter "Lake County," representing county government under the laws of the State of Indiana, and *SLG Consulting Services, LLC*, hereinafter "SLG," an Indiana limited liability corporation maintaining its headquarters in Hobart, Indiana.

WHEREAS, Lake County desires to retain and extend the relationship for the services of a public records management consultant to provide counseling and advice with respect to certain matters related to proper handling, retention, and destruction of public records; and,

WHEREAS, *SLG* desires to perform such services in exchange for mutually agreed upon compensation.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. **Nature and Scope of Services:**

- a) Attend and, if requested, preside over the Local Commission on Public Records quarterly meetings; and,
    - 1) Advise as to preparation of agenda and posting of same for public notice, including notification of local genealogy society, historical society, Calumet Regional Archives, county attorney, and local newspapers of said meetings.
    - 2) Advise as to preparation and review minutes of said meeting.
    - 3) Instruct and advise as to the forwarding of said minutes and all required documentation, by certified mail, to the Indiana Commission on Public Records in Indianapolis, Indiana.
  - b) Inform, by certified mail, the local genealogy society and historical society of all 30505 (PR-1) state forms submitted at each quarterly meeting of the Local Commission on Public Records. Offer and be available to discuss with each of these groups their desire to procure any of these records for their own purposes before the destruction or transferring of said records.
-

- c) Review, research, and monitor which county records are eligible to be destroyed or transferred. Upon doing so, cause permission to be obtained from the Indiana Commission on Public Records to destroy or transfer said records.  
Upon obtaining said permission to transfer or destroy said records, recommend to Lake County the most viable and economic manner of doing same.
- d) Act as advisor to the Lake County Assessor's Office Auditor's Office, Board of Election and Registration, Clerk's Office, County Commissioner's, County Council, Recorder's Office, Sheriff's Department, and Treasurer's Office, in regard to the retention, transfer, or destruction of records.  
This shall include advising each of said listed offices of current retention schedules and procedures that must be followed in order to obtain permission to destroy or transfer records, and *SLG* shall also provide instruction to said offices in regard to the proper procedure for preparation of said state forms regarding destruction or transfer of records.
- e) Upon Lake County having obtained permission to destroy records, to then coordinate the transportation of said records, by work release volunteers and/or any other persons designated by Lake County to the Hammond Recycle Center, or any other Lake or Porter County facility designated by Lake County. Said cost of transportation and labor to be the obligation of Lake County.

2. **Compensation:**

Beginning in the first month that services are performed hereunder, Lake County shall pay the consultant a fee of \$7,500.00 for a three month period payable at the rate of \$2,500.00 per month, commencing October 1, 2008, and ending December 31, 2008.

3. **Primary Contact:**

Lake County designates the members of the Board of Commissioners as the primary contacts with *SLG*. Lake County may change its primary contact at anytime by giving written notice to *SLG*.

4. **Relationship of the Parties:**

*SLG* acknowledges and agrees that it is an independent contractor and that nothing shall create any employee/employer or other relationship

2

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besides that of a contract for consulting services. As an independent contractor, *SLG* is solely responsible for the payment of any and all taxes for payments received by *SLG*, including, without limitation, any income taxes, employment taxes, or workmen's compensation insurance. In addition, *SLG* acknowledges that it is ineligible to participate in any of the employee benefit programs of Lake County and that it is solely responsible for its own activities.

5. **Disclaimer:**

*SLG* does not engage in the practice of law and specifically disclaims any and all responsibility for the compliance of Lake County with any State or Federal employment laws or regulations that may be applicable to the services, whether now existing or subsequently arising.

6. **Indemnification:**

Lake County agrees to hold *SLG* harmless against any and all lawsuits, claims, demands, or other causes of actions brought against *SLG* by employees of Lake County in connection with or arising out of *SLG*'s performance of the services. *SLG* agrees to cooperate fully with Lake County in its defense of any claims brought against Lake County of *SLG* by employees of Lake County in connection with or arising out of the services.

7. **Confidential Information:**

9.1 *SLG* acknowledges that in connection with its performance of the services, *SLG* may have access to certain information and documents, including, without limitation, internal memoranda, personnel matters, and confidential conversations, which *SLG* knows or understands to be proprietary and confidential to Lake County.

In addition, Lake County acknowledges that in connection with its receipt of the services, Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of *SLG*; provided, however, that the work product resulting from the applications contemplated herein of the confidential information of *SLG* shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or *SLG*, "Confidential Information.")

9.2 Each party hereby expressly covenants that it will not disclose, in any manner or for any purpose whatsoever, Confidential Information of the other party to any person or entity besides such other party; provided, however, that nothing contained herein shall prohibit the disclosure of Confidential Information if the same: (a) was in the public domain at the

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time it was disclosed; (b) is disclosed pursuant to the written approval of the other party; (c) becomes known from a source outside this Agreement; or, (d) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body.

8. **General Provisions:**

10.1 **Waiver.** The failure to enforce any provision of this Agreement shall not be construed as a waiver of any such provision nor prevent a party thereafter from enforcing that provision or any other provision of this Agreement. The rights granted the parties are cumulative, and the election of one shall not constitute a waiver of such party's right to assert all other legal and equitable remedies available under the circumstances.

10.2 **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing, and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, or within seventy-two (72) hours after mailing, if mailed certified mail, first class, postage prepaid, as follows:

To: *SLG Consulting Services, LLC*

Susan L. Gilyan, President  
1459 South Lake Park Avenue  
Hobart, Indiana 46342

To: Lake County Board of Commissioners

Lake County Government Center  
Building A - 3<sup>rd</sup> Floor  
2293 North Main Street  
Crown Point, Indiana 46307

10.3 **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

10.4 **Merger of Prior Agreements and Understandings.** This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.

10.5 **Covenant of Good Faith.** The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

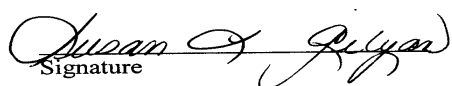
9. **Governing Law:**

This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

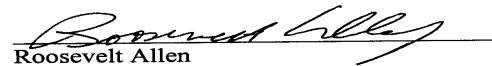
*SLG Consulting Services, LLC*

Lake County Board of Commissioners

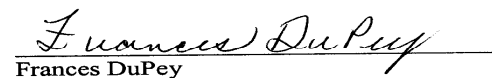
  
Signature

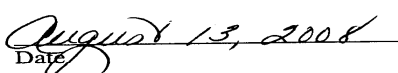
  
Gerry Scheub

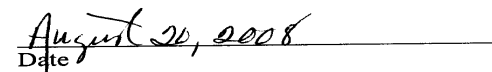
Susan L. Gilyan  
Printed Name

  
Roosevelt Allen

President  
Title

  
Frances DuPey

  
Date

  
Date

Order #28 Agenda #31

In the Matter of L.C. Emergency Management Agency – Lake County Homeland Security/Emergency Management Agency Proclamation Authority – (State of Emergency).

Allen made a motion, seconded by DuPey, to ratify the Lake County Homeland Security/Emergency Management Agency Proclamation Authority – (State of Emergency). Motion passed 3-0.

**LAKE COUNTY HOMELAND SECURITY/  
EMERGENCY MANAGEMENT AGENCY  
PROCLAMATION AUTHORITY**

Where as, Lake County Indiana has been or is immediately threatened by a natural/manmade/technological hazard, and;

DATE: August 4th, 2008 TIME: \_\_\_\_\_

SITUATION ASSESSMENT: Severe Storms & Tornado

DURATION OF HAZARD: August 4<sup>th</sup>, 2008 (Evening), - August 5<sup>th</sup>, 2008 (Morning)

Now, therefore, we, the Lake County Board of Commissioners, declare that a state of emergency exists in the county and that we hereby invoke and declare those portions of the Indiana Code which are applicable to the conditions and have caused the issuance to this proclamation, to be in full force and effect in the county for the exercise of all necessary emergency authority for protection with a minimum of interruption.

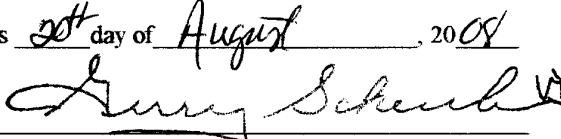
Reference is hereby made to all appropriate laws, statutes, ordinances and resolutions, and particularly to Section 10-4-1-23 of the Indiana Code.

All public officers and employees of Lake County are hereby directed to exercise the utmost diligence in the discharge of duties of them for the duration of the emergency and in execution of emergency laws, regulations, and directives—state and local.

All citizens are called upon and directed to comply with necessary emergency measures, to cooperate with public officials and disaster services forces in execution emergency operations plans, and obeys and complies with the lawful directions, which properly identifies officers.

All operation forces will direct their communications and requests for assistance and operations directly to the Emergency Operating Center.

In witness, whereof, we have hereunto set out hand this 20<sup>th</sup> day of August, 2008

  
\_\_\_\_\_  
President, Lake County Commissioners

  
\_\_\_\_\_  
Lake County Commissioners

  
\_\_\_\_\_  
Lake County Commissioners

Order #29 Agenda #32

In the Matter of L.C. Emergency Management Agency – Vendor Qualification Affidavit from MAS Modern Marketing, Inc.

DuPey made a motion, seconded by Allen, to approve the L.C. Emergency Management Agency's Vendor Qualification Affidavit from MAS Modern Marketing, Inc. Motion passed 3-0.

Order #30 Agenda #33

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

Allen made a motion, seconded by Scheub, to approve the Assessor's Specifications for Annual Trending for 2008 and ordered same to be advertised for the return of bids by Wednesday, September 17, 2008 at 9:30 a.m. Motion passed 2-1.

## Order #31 Agenda #34

In the Matter of L.C. Recorder – Request from Karen Freeman-Wilson for the cancellation of the contract entered into on May 19, 2008.

Allen made a motion, seconded by DuPey, to approve the cancellation of the contract entered into on May 19, 2008 between the Lake County Recorder and Karen Freeman-Wilson. Motion passed 3-0.

## Order #32 Agenda #35

In the Matter of L.C. Plan Commission – Release and Resolution for the Performance Bond for Coluzzi Acres in the form on an Official Check #225431 in the amount of \$2,275.00.

Allen made a motion, seconded by DuPey, to approve the Plan Commission's Release and Resolution for the Performance Bond for Coluzzi Acres in the form on an Official Check #225431 in the amount of \$2,275.00. Motion passed 3-0.

RESOLUTION

Before the Board of Commissioners of the County of Lake

RE: FINAL INSPECTION – Coluzzi Acres

WHEREAS, The Lake County Plan Commission, and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for COLUZZI 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 20<sup>TH</sup> DAY OF August, 20 08

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR., COMMISSIONER

FRANCES DuPEY, COMMISSIONER

RELEASE

WHEREAS, Robert Coluzzi, remitter has on the 16<sup>th</sup> day of November 2007 filed a Performance Bond in the form of an Official Bank Check (**225431**) from Centier Bank in the amount of **Two Thousand Two Hundred Seventy Five and 00/100 Dollars (\$2,275)** for required improvements in **Coluzzi Acres**.

The Board of Commissioners of the County of Lake does hereby release the Performance Bond in the form of an Official Bank Check (**225431**) from Centier Bank in the amount of **Two Thousand Two Hundred Seventy Five and 00/100 Dollars (\$2,275)** for required improvements in **Coluzzi Acres**.

DATED 20<sup>TH</sup> DAY OF August, 20 08

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT

ROOSEVELT ALLEN, JR., COMMISSIONER

FRANCES DuPEY, COMMISSIONER

## Order #33 Agenda #36

In the Matter of Board of Commissioners – Property Sales – Property #25-40-0122-0044.

DuPey made a motion, seconded by Allen, to approve the sale of property identified as Key #25-40-0122-0044 in the amount of One Thousand Dollars, as so recommended by Attorney John Dull. Motion passed 3-0.

## Order #34 Agenda #37A

In the Matter of E-9-1-1: Lake County Coroner - \$10,824.75 + \$1,224.00 for annual maintenance.

DuPey made a motion, seconded by Allen, to approve the E-9-1-1 request of the Lake County Coroner in the amount of \$10,824.75 + \$1,224.00 for annual maintenance. Motion passed 3-0.

## Order #34 Agenda #37B

In the Matter of E-9-1-1: Lake Hills Volunteer Fire Department - \$17,432.67.

DuPey made a motion, seconded by Allen, to approve the E-9-1-1 request of the Lake Hills Volunteer Fire Department in the amount of \$17,432.67. Motion passed 3-0.

## Order #35 Agenda #38

In the Matter of Offer from McShane's, Inc. to extend their 2008 Class 3 Office Supply Bid Prices thru the year 2009 at the same rate as 2008.

DuPey made a motion, seconded by Allen, to approve the Offer from McShane's, Inc. to extend their 2008 Class 3 Office Supply Bid Prices thru the year 2009 at the same rate as 2008. Motion passed 3-0.

Order #36 Agenda #39

In the Matter of Offer from McShane's, Inc. to extend their 2008 Class 2 Canon and Class 6 Konica-Minolta Photocopier Maintenance Bid Prices thru the year 2009 at the same rates as 2008.

Allen made a motion, seconded by DuPey, to approve the Offer from McShane's, Inc. to extend their 2008 Class 2 Canon and Class 6 Konica-Minolta Photocopier Maintenance Bid Prices thru the year 2009 at the same rates as 2008. Motion passed 3-0.

Order #37 Agenda #40

In the Matter of Offer from Haywood Printing Company, Inc. to extend their 2008 Class 1, 2, 3, 4, 5, and 8 Printing Bid Prices thru the year 2009 at the same rate as 2008.

DuPey made a motion, seconded by Allen, to approve the Offer from Haywood Printing Company, Inc. to extend their 2008 Class 1, 2, 3, 4, 5, and 8 Printing Bid Prices thru the year 2009 at the same rate as 2008. Motion passed 3-0.

Order #38 Agenda #41

In the Matter of Professional Claims Management, Inc. Letter of Understanding: Lake County Self-Funded Health and Workers' Compensation Insurance.

Allen made a motion, seconded by DuPey, to accept and make a matter of public the Professional Claims Management, Inc. Letter of Understanding: Lake County Self-Funded Health and Workers' Compensation Insurance. Motion passed 3-0.

Order #39 Agenda #42

In the Matter of Operations Contract between Utility Services Corporation (USCorp) and the Board of Commissioners of the County of Lake for the period of July 1, 2008 to June 30, 2008 for the operation of the Hermit's Lake Wastewater Treatment Plant at the rate of \$3,420.00 per month.

DuPey made a motion, seconded by Allen, to approve the Operations Contract between Utility Services Corporation (USCorp) and the Board of Commissioners of the County of Lake for the period of July 1, 2008 to June 30, 2008 for the operation of the Hermit's Lake Wastewater Treatment Plant at the rate of \$3,420.00 per month. Motion passed 3-0.

**OPERATIONS CONTRACT**

THIS CONTRACT, made the 20<sup>th</sup> day of August, 2008, by and between:

LAKE COUNTY BOARD OF COMMISSIONERS (hereafter called the Official)  
LAKE COUNTY, INDIANA  
2293 North Main St.  
Crown Point, Indiana 46307

and

UTILITY SERVICES CORPORATION (hereafter called USCorp)  
810 North 330 West  
Valparaiso, Indiana 46385

**I. INTRODUCTION**

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

**II. TERM AND TERMINATION**

**Effective Date**

This contract shall be effective as of the 1<sup>st</sup> day of JULY, 2008.

**Duration of Contract**

This contract shall be effective for a TWELVE - ( 12 ) month period commencing July 1, 2008 and ending June 30, 2009.

**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 Official will not perform maintenance or upgrades, which directly affect the Facility performance.

The Official may cancel if the Indiana Department of Environmental Management (hereafter called IDEM) notifies the 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 Official and granted a reasonable opportunity to rectify.

### III. SCOPE OF SERVICES

#### General

Utility Services Corporation (USCorp) shall operate the Facility as an agent for the Official. Manage its employees in performing operations; achieve compliance with environmental and other regulatory laws applicable to the systems; and report to the 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 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 Official to reach agreement of the degree of involvement of the 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 Official, and the 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, along with providing sample pick-up, appropriate sample bottles, and the proper chain of custody form, 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 Official, the Facility and USCorp files.
4. Provide Indiana state certified operators to operate the Facility at rates specified under this Contract.

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5. Provide routine maintenance (oil upkeep, blower belt upkeep, etc..) to ensure proper preventative maintenance to the blower units at the Facility.
6. Provide common housekeeping at the Facility to a degree satisfactory to the IDEM.
7. Assist the Official with customer relations where appropriate.

### IV. OFFICIAL'S 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 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 Official must approve all contracting and subcontracting by USCorp on behalf of the Responsible Official.
4. The 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 Official in a timely and responsive manner.
5. The 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 Official may in its discretion determine.
6. When the 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.

### V. 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 Official shall compensate USCorp as follows:

\$ 3,420.00 /month – Wastewater Operations & Laboratory

All supplies, materials, additional labor, and other consumable items shall be billed to the Owner at separate rates not specified in this Contract.

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In addition, additional facility visits caused by unforeseen acts will be billed at a separate rate, such as:

- 1) Power Outages
- 2) Vandalism or theft by others
- 3) Equipment break-downs, including but not limited to:
  - a) Motor Contactors
  - b) Power Protection
  - c) Relays
  - d) Pumps
  - e) Automatic valve or flow diversion devices

#### **Payment**

Each month, USCorp shall bill the Owner and the Owner shall pay for services rendered. Invoices shall be payable within thirty-(30) days after the invoice date. All billings over sixty-(60) days past due will be subject to interest charges of 1.5% per month on the unpaid balance or 18% per annum. In the event any or all of the account remains unpaid in full ninety-(90) days after initial billing, the Owner shall be responsible for all costs of collection, including reasonable attorney's fees.

If payment is received within ten-(10) days of the invoice date, a 1% cash discount will be allowed.

#### **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,

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- 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.

## **VI. 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.

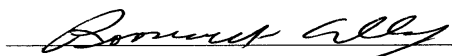
IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed this Contract as of the date first above written.

Lake County Board of Commissioners  
Lake County, Indiana

Utility Services Corporation



  
President



  
General Manager



## Order #40 Agenda #43

In the Matter of Government Fixed Asset Services, Inc. Proposal to provide assistance with regard to financial reporting relating to capital assets for fiscal year end 12-31-08 per the reporting requirements of GASB Statement No. 34 in the amount of \$9,750.00 plus expenses.

DuPey made a motion, seconded by Allen, to approve the Government Fixed Asset Services, Inc. Proposal to provide assistance with regard to financial reporting relating to capital assets for fiscal year end 12-31-08 per the reporting requirements of GASB Statement No. 34 in the amount of \$9,750.00 plus expenses. Motion passed 3-0.

## Order #41 Agenda #44

In the Matter of Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Updates No. 2.

DuPey made a motion, seconded by Allen, to accept and make a matter of public the Malinowski Consulting, Inc. Recoveries of 2006 Indirect Costs – Updates No. 2. Motion passed 3-0.

## Order #42 Agenda #45

In the Matter of Pacific Telemanagement Services Payphone Service.

Allen made a motion, seconded by DuPey, to approve the agreement with Pacific Telemanagement Services for payphone service. Motion passed 3-0.

## Order #43 Agenda #46

In the Matter of Superior Court of Lake County, Civil Division, Room Three – Judge Tavitias' Courtroom Carpeting Allowance.

Allen made a motion, seconded by DuPey, to approve the Superior Court of Lake County, Civil Division, Room Three – Judge Tavitias' Courtroom Carpeting Allowance. Motion passed 3-0.

## Order #44 Agenda #47

In the Matter of Commissioners' Attorney memo concerning Signage Policy.

DuPey made a motion, seconded by Allen, to ratify agreement made in regard to Signage Policy. Motion passed 3-0.

## POLICY ON POSTING INFORMATIONAL NOTICES

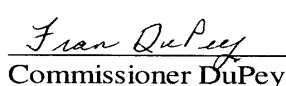
People and organizations periodically post notices in and around government center buildings which have nothing to do with official business. These are informational notices about their programs. Once posted, the notices seem to remain on the board or walls because there is no one with authority to police and remove the informational notices.

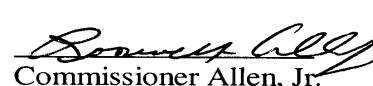
The Commissioners' Office Administrator, Delvert Cole, has the authority to approve the placement of all informational notices other than those relating to government and its activities. No approval would be required for documents such as notices from and through the court system, any notice which must be legally posted, and other types of government documents. These are normally posted by the elected or appointed official with the statutory responsibility. The official who posted the document is responsible for removing the government notice when it is no longer relevant and current.


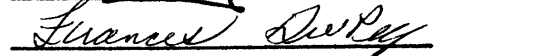
Any informational non government document must be approved by the Commissioners' Office Administrator and stamped indicating a posting date and a date for its removal. The Building Manager through the cleaning crew will remove the informational documents after the posting expiration date.

This posting policy applies to any information document or notice not dealing with official government business. The elected or appointed officials who post documents dealing with either federal, state or local government business have the authority to post those documents and to have them removed.

  
Commissioner Scheub

  
Commissioner DuPey

  
Commissioner Allen, Jr.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
  


APPROVED THIS 20<sup>th</sup> DAY OF August, 20 08

## Order #45 Agenda #48

In the Matter of Board of Commissioners of the County of Lake Resolution – Join Fight to Protect NIPSCO Rate Payers in Northwest Indiana.

Allen made a motion, seconded by DuPey, to ratify the Board of Commissioners of the County of Lake Resolution No. 2008-10, Lake County Board of Commissioners Join Fight to Protect NIPSCO Rate Payers in Northwest Indiana and ordered same to make a matter of public record. Motion passed 3-0.

Resolution No. 2008- 10

**Lake County Board of Commissioners Join Fight to  
Protect NIPSCO Rate Payers in Northwest Indiana**

WHEREAS, the Board of Commissioners will join the Indiana Office of Utility Consumer Counselor in opposing any increase in gas rates; and

WHEREAS, NIPSCO continues to surpass all other utilities in natural gas rates; and

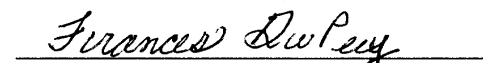
WHEREAS, the Indiana Utility Regulatory Commission (IURC) should and must compare NIPSCO charges to other utilities to get them to seek every possible means to acquire the most competitive price for customers; and

WHEREAS, The off again on again stance of the IURC in regard to NIPSCO rate increases has been a major concern of the public for many years;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the County of Lake that, on behalf of the citizens of Lake County, Indiana, appeal to the Indiana Utility Regulatory Commission to deny any rate increase.

This resolution is enacted this 30<sup>th</sup> day of July 2008.

  
Commissioner Gerry J. Scheub

  
Commissioner Frances DuPey

  
Commissioner Roosevelt Allen, Jr.

Attest:  
  
Peggy Katona  
Lake County Auditor

## Order #46 Agenda #49

In the Matter of Tax Title Deed to County – Property ID: 25-40-0122-0044.

DuPey made a motion, seconded by Allen, to accept One Thousand Dollars for Tax Title Deed to County – Property ID: 25-40-0122-0044. Motion passed 3-0.

## Order #47 ADD Agenda #49A

In the Matter of Bond Forfeiture, Town of Dyer.

DuPey made a motion, seconded by Allen, to approve the Bond Forfeiture, Town of Dyer. Motion passed 3-0.

Order #47 ADD Agenda #49A (cont'd)

COUNTY OF LAKE            )  
   )  
 STATE OF INDIANA        )     SS:

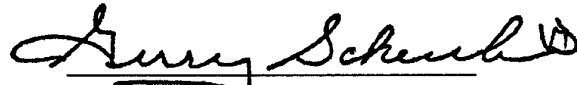
SURETY BOND

Scott Stelow dba Scott's Handyman and Construction

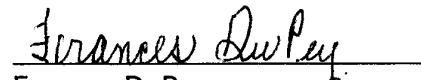
COMES NOW the Board of Commissioners of the County of Lake and considers the finding of fact and order in the case of JAMES and ANN ROBERTSON vs. SCOTT STELOW dba SCOTT'S HANDYMAN AND CONSTRUCTION.

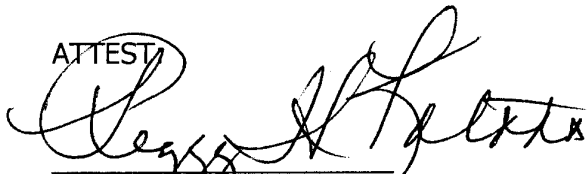
The Board of Commissioners now adopts the findings of fact, and orders that the surety should forfeit the bond of SCOTT STELOW dba SCOTT'S HANDYMAN AND CONSTRUCTION.

The bond should be forfeited in favor of LAKE COUNTY, INDIANA for JAMES and ANN ROBERTSON, Petitioners.

  
 Gerry J. Scheub, President

\_\_\_\_\_  
 Roosevelt Allen, Jr.

  
 Frances DuPey

ATTEST  
  
 Peggy Katona, Auditor

Order #48 ADD Agenda #49B

In the Matter of Parking Signs, Lake County Government Center Parking Lot.

DuPey made a motion, seconded by Allen, to approve the Parking Signs, Lake County Government Center Parking Lot. Motion passed 3-0.

Order #49 Agenda #49C

In the Matter of 2008 Elevator Upgrades.

DuPey made a motion, seconded by Allen, to approve the 2008 Elevator Upgrades (Elevator – A; Westwind Freight; Elevator – B; Westwind East & West). Motion passed 3-0.

Order #50 ADD Agenda #49D

In the Matter of Property Transfer.

DuPey made a motion, seconded by Allen, to omit this item from the Agenda. Motion passed 3-0.

## Order #51 Agenda #50A

In the Matter of Review and Approval of the Minutes of Regular Meeting of Wednesday, December 19, 2007.

Allen made a motion, seconded by DuPey, to approve the L.C. Board of Commissioner's Minutes of Regular Meeting, Wednesday, December 19, 2007. Motion passed 3-0.

## Order #52 Agenda #51

In the Matter of Lake County Expense Claims to be allowed on Wednesday, August 20, 2008.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, August 20, 2008 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

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

## Order #53 Agenda #52

In the Matter of Service Agreements

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

<b>L C COMMUNITY CORRECTIONS</b>	W/	Sprint Communications
		Comcast Service Agreement
<b>L C HEALTH DEPT</b>	W/	ABC Burglar Alarm
		Adams Remco
		Stericycle, Inc.
<b>L C JUVENILE COURT</b>	W/	Servit, Inc.
<b>L C PROSECUTOR</b>	W/	Catalyst Marketing Innovations, LLC
<b>L C SURVEYOR</b>	W/	Clifford-Wald & Co.
		T-Mobile

## Order #54 Agenda #53

In the Matter of Poor Relief Decisions

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

Tearon Cason	Approved
Bernice Isabell	Approved
Ingrid Williams	Approved
Shavonne Anthony	Approved
Angel Collins	Approved
Stephanie Hill	Approved
Valerie Crable	Approved
Beverly Bradley	Approved
Mary Ann German	Approved
Mae Ola Logan	Approved
Isabella McClain	Approved
Anette Oshipelan-James	Approved
Gail Hayes	Approved
Betty Kelly	Approved
Susie Bynum	Approved
Alma Jefferson	Approved
Lakeisha Randoff	Approved
Barbara Brett	Approved
Charlean Mack	Approved
Chauntese Alford	Approved
Cynthia Young	Approved
Carrie Miller	Approved
Mary Porter	Approved
Leroy Hunter	Approved
John Riley, Jr.	Approved
Shirley Vertis	Approved
Lavita Brewer	Approved
Sandra Heavens	Approved
Gregory Norris	Approved
Jessica Greenlee	Approved
Ethel Watkins	Approved
Joesph Smith	Approved
Barbara Williams	Approved
Artilya Buggs	Approved
Alicia Wallace	Approved
Eddie Kemp	Denied for appellant's failure to appear
Tommie Pendleton	Approved
Gloria Wright	Approved
Ashanti Smith	Approved
Arthur Lee	Denied for appellant's failure to appear
Fallon Laguerra	Approved
Rosa Brock	Approved
Kianna Henderson	Approved
Gregory Rose	Approved
Salome Hill	Approved
Tiffany White	Approved

## Order #54 Agenda #53 (cont'd)

Margaret Riley	Approved
Sharinte Williams	Approved
Shalonda Newell	Approved
Nashay Merrett	Approved
Santurnina Johnson	Approved
Robin Neal	Approved
Tia Austin	Approved
Laura Evans	Approved
Brittany Walker	Approved
Claude Warr	Approved
Dennis Evans	Approved
Lacora Smith	Approved
Joseph Smith	Approved
Stacey Mayfield	Approved
Michael Lawson	Remanded to township for further consideration and review
Kennedy Young	Approved
Lisa Heath	Approved
Maurice Campbell	Approved
John Evans	Approved
Marie Hackett	Approved
Danny Mar Khan	Approved
Beverly Stewart	Approved
Elayne Willis	Approved
Vanessa Campbell	Approved
Calvina Wheatley	Approved
Adrienne Mardica	Approved
Ruth Martinez	Approved
Harriet Miles	Approved
Jean Parks	Approved
Latonya Walker	Approved
Alberta Mays	Approved
Lakisha Zanders	Approved
Gladys Taylor	Approved
Nellie Walker	Approved
Denise Lee	Approved
Youlanda Sayles	Approved
Kimberly Bowman	Approved
Glen Porter	Approved
Dwayne Bostic	Approved
Raymond Little	Approved
Rosana Lucas	Approved
Raymond Cox	Approved
Robert Dortch	Approved
Ashley Tate	Approved
Kristy Denson	Approved
Vernice Stephens	Approved
Eva Pickney	Approved
Troya Ross	Approved
Lisa McFarland	Approved
Shanika Brooks	Approved
Catalina Rodriguez	Approved
Margaret Walker	Approved
Cherie Levesque	Approved
Chanea Atkinson	Approved
Anita Lucas	Approved
Judy Stephens	Approved
Freddie Joyce	Approved
Kike Turner	Approved
LaShema Randolph	Approved
Kristy Hilgeman	Approved
Lakesha Coleman	Approved
Darylesha Roy	Approved
Shalonda Edwards	Denied
Ronald Washington	Denied
Michelle Daniels	Approved
Leonard Ballard	Denied for appellant's failure to appear
Janine Moffett	Denied
Ana Zamora	Denied for appellant's failure to appear
Timothy Dillon	Denied for appellant's failure to appear
Anjanette Carson	Denied for appellant's failure to appear
Sonja McSwain	Denied for appellant's failure to appear
Areatha Smith	Denied for appellant's failure to appear
Kimberly Corley	Denied for appellant's failure to appear
Christine Johnson	Denied for appellant's failure to appear
Tiffany Williams	Denied for appellant's failure to appear
Jasmine Seaverson	Denied for appellant's failure to appear
Terrance Hughes	Denied for appellant's failure to appear
Danielle Gandy	Denied for appellant's failure to appear
Linda Dixon	Denied for appellant's failure to appear
Tameka Kingdom	Denied for appellant's failure to appear
Patricia Rece	Denied for appellant's failure to appear
Angel Washington	Denied
Ronald Wilson	Denied for appellant's failure to appear
Antoinette McCollum	Denied for appellant's failure to appear
Larry Brooks	Denied

## Order #54 Agenda #53 (cont'd)

Kesha Robertson	Denied
Amy Suckie	Denied
Marlon Snead	Denied
Raymond Cox	Denied
Selena Brown	Denied
Kike Turner	Denied
Tracey King	Denied for appellant's failure to appear
Ricky Ammons	Denied
Darin Dunham	Denied
Jennifer Bailey	Denied
Kathy Russell	Denied for appellant's failure to appear
Robin James	Denied for appellant's failure to appear
Eloise Smith	Denied for appellant's failure to appear
Melody Williams	Denied for appellant's failure to appear
Tasha Anderson	Remanded to township for further consideratin and review
Cleve Freeman	Denied for appellant's failure to appear
Joycephene Tyler	Denied for appellant's failure to appear
Roberta Bates	Denied for appellant's failure to appear
Patricia Hart	Remanded to township for further consideration and review
Dean Hersley	Denied
Felicia Winston	Denied
Doris Harrington	Denied
Joyce Sharr	Denied
Sandra Howard	Denied
Claudia Monroe	Denied
Deanna Mayes	Denied
Dianne Groce	Denied for appellant's failure to appear
Elvira Bravo	Denied
Crystal KenneBreu	Denied for appellant's failure to appear
Curtis Banks Jr.	Denied for appellant's failure to appear
Dhalon Williams	Denied for appellant's failure to appear
Joella Aldridge	Denied for appellant's failure to appear
Danielle Isaac	Denied for appellant's failure to appear
Jenise Shumaker	Denied for appellant's failure to appear
Bert Emanuel	Denied
Dayshaa Matthews	Denied
Dalena Burton	Denied for appellant's failure to appear
Robert Leon	Denied for appellant's failure to appear
Angel Otero	Approved
Tara McGhee	Denied
Arthur Butler	Denied
Rosalind Green	Denied
Lisa Barrero	Denied for appellant's failure to appear
Zachary Biddings	Denied for appellant's failure to appear
Dominique Pointer	Denied for appellant's failure to appear
Abie Vasquez	Denied for appellant's failure to appear
LaToya Crowder	Denied for appellant's failure to appear
Glenda Jolley	Denied for appellant's failure to appear
Lorus Adams	Denied
Justine Gray	Denied for appellant's failure to appear
Hattie Smiley	Denied for appellant's failure to appear
Carmen Feliano	Denied
Aaron Walton	Denied
Andre Cureton	Denied for appellant's failure to appear
Andrea Riley	Denied for appellant's failure to appear
Shikita Smith	Denied for appellant's failure to appear
Christine Conerly	Denied for appellant's failure to appear
Starburst Greenwood	Denied for appellant's failure to appear
Niontreca Robison	Remanded to township for further consideration and review
Harold Green	Denied for appellant's failure to appear
Philip Hollins	Denied
Connie Montgomery	Denied for appellant's failure to appear
Jacquese James	Denied for appellant's failure to appear
Trenetta Gransberry	Denied for appellant's failure to appear
Tashauna Gardner	Denied
Linda Jones	Denied for appellant's failure to appear
Eric sparks	Denied for appellant's failure to appear
Regina Wells	Denied for appellant's failure to appear
Shanta Danzy	Denied for appellant's failure to appear
Nicole Randle	Denied for appellant's failure to appear
Winston Davis	Denied for appellant's failure to appear
Dallarashea Taylor	Denied for appellant's failure to appear
Otheria Hill	Denied for appellant's failure to appear
John Rhyme	Denied for appellant's failure to appear
Latonya Walker	Denied for appellant's failure to appear
Jean Parks	Denied for appellant's failure to appear
Dauida Malone	Denied for appellant's failure to appear
Barbara Watson	Remanded to township for further consideration and review



Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1302A.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1302A, Ordinance Establishing the Lake County Department of Homeland Security/Emergency Management Agency and Other Related Matters Concerning the Exercise of Emergence Powers. Motion passed 3-0.

**ORDINANCE NO. 1302A**

**ORDINANCE ESTABLISHING THE LAKE COUNTY DEPARTMENT OF HOMELAND SECURITY/EMERGENCY MANAGEMENT AGENCY AND OTHER RELATED MATTERS CONCERNING THE EXERCISE OF EMERGENCY POWERS**

**WHEREAS,** pursuant to I.C. 36-2-3.5-1, et. seq., the Lake County Council is the legislative and fiscal body of Lake County, Indiana, and has authority to adopt resolutions and ordinances for the government of the County; and

**WHEREAS,** that the Lake County Council desires to establish the Lake County Department of Homeland Security/Emergency Management Agency and other related matters concerning the exercise of emergency powers.

**NOW, THEREFORE, LET IT BE ORDAINED THAT:**

That a new ordinance be added to the Lake County Code. The attached Exhibit "A", Sections 1 through 4, containing the substantive provisions of this Ordinance is incorporated into said Code as part of this Ordinance.

All Ordinances or parts of Ordinances in conflict with provisions of this Ordinance are hereby repealed.

Should any Section, Paragraph, clause or phrase of this Ordinance be declared unconstitutional or invalid the remainder of said Ordinance shall continue in full force and effect.

SO ORDAINED THIS 12TH DAY OF AUGUST, 2008.



*Christine CID*  
CHRISTINE CID, President

*Larry Blanchard*  
LARRY BLANCHARD

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Ernie Dillon*  
ERNIE DILLON

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Francis DuPey*

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

APPROVED THIS 20<sup>th</sup> DAY OF August 2008

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council

(Exhibit A – "see file")

Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1302B.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1302B, Ordinance Creating Lake County's HEA 1001-2008 Homestead Credit Fund, A Non-Reverting Fund. Motion passed 3-0.

**ORDINANCE NO. 1302B**

**ORDINANCE CREATING LAKE COUNTY'S HEA 1001-2008  
HOMESTEAD CREDIT FUND, A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** the State of Indiana distributes to Indiana Counties their part of the HEA 1001-2008 State Homestead Credit; and
- WHEREAS,** the Lake County Council desires to create a new Fund, known as the Lake County HEA 1001-2008 State Homestead Credit Fund, a Non-Reverting Fund, to be used for the deposit of funds distributed by the State to Lake County for the HEA 1001-2008 State Homestead Credit.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That Lake County's HEA 1001-2008 State Homestead Credit Fund, a Non-Reverting Fund, is hereby established for the deposit and use of funds distributed to Lake County by the State of Indiana pursuant to HEA 1001-2008.
2. That the moneys received from the State shall be deposited in the Lake County HEA 1001-2008 State Homestead Credit Fund and only be used for the purposes as provided in HEA 1001-2008.
3. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in Lake County's HEA 1001-2008 State Homestead Credit Fund.

4. All expenditures from the Fund shall be subject to appropriation by the Lake County Council or as otherwise provided by law.
5. This Ordinance hereby rescinds and replaces Ordinance No. 1294B adopted on December 11, 2007.

SO ORDAINED THIS 12th DAY OF AUGUST, 2008.

*Christine CID*  
CHRISTINE CID, President

<p><i>Larry Blanchard</i> LARRY BLANCHARD</p> <p><i>Thomas O'Donnell</i> THOMAS O'DONNELL</p> <p><i>Ted F. Bilski</i> TED F. BILSKI</p>	<p><i>Ernie Dillon</i> ERNIE DILLON</p> <p><i>Elsie Franklin</i> ELSIE FRANKLIN</p> <p><i>Jerome A. Prince</i> JEROME A. PRINCE</p>
---	---

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Arny Scheub*

*Frances DuPey*

APPROVED THIS 20th DAY OF August, 2008

Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1302C.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1302C, Ordinance Creating Lake County's "Drive" Fund, A Non-Reverting Fund. Motion passed 3-0.

**ORDINANCE NO. 1302C**

**ORDINANCE CREATING LAKE COUNTY'S "DRIVE" FUND, A NON-REVERTING FUND**

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS,** pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS,** the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS,** that the Lake County desires to establish a fund in which Teamster members employed by Lake County can voluntarily contribute through payroll deductions to "DRIVE", the political action committee of the International Brotherhood of Teamsters; and
- WHEREAS,** the Lake County Council desires to create Lake County's DRIVE Fund a Non-Reverting Fund, for the deposit of voluntary contributions through payroll deduction of Teamster members employed by Lake County.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That Lake County's DRIVE Fund, a Non-Reverting Fund, is hereby established for the deposit of voluntary payroll deductions for Teamster Members employed by Lake County who have signed a DRIVE authorization card.
2. That any money remaining in the Fund at the end of the year shall not revert to the General Fund but continue in Lake County's DRIVE Fund.
3. That every month, contributions by all Lake County DRIVE participants should be calculated using the per-week contribution amounts and automatically deducted from the pay. A check for the aggregate amount shall be sent to National DRIVE on a monthly basis.

SO ORDAINED THIS 12th DAY OF AUGUST, 2008.

*Christine CID*  
CHRISTINE CID, President

*Larry Blanchard*  
LARRY BLANCHARD

*Ernie Dillon*  
ERNIE DILLON

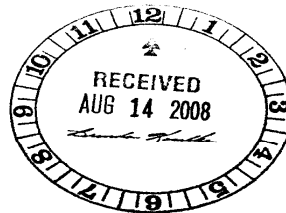
*Thomas O'Donnell*  
THOMAS O'DONNELL

*Elsie Franklin*  
ELSIE FRANKLIN

*Ted F. Bilski*  
TED F. BILSKI

*Jerome A Prince*  
JEROME A PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuPey*

APPROVED THIS 20th DAY OF August, 2008

Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1302D.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1302D, Ordinance Rescinding the Ordinance Creating the Sheriff's Sale Program and Service Fee Fund, A Non-Reverting Fund, Ordinance No. 1280B. Motion passed 3-0.

ORDINANCE NO. 1302D

ORDINANCE RESCINDING THE ORDINANCE CREATING THE SHERIFF'S SALE PROGRAM AND SERVICE FEE FUND, A NON-REVERTING FUND, ORDINANCE NO. 1280B

- WHEREAS,** pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County government; and
- WHEREAS,** on October 10, 2006, the Lake County Council adopted the Ordinance Creating the Sheriff's Sale Program and Service Fee Fund, a Non-reverting Fund, Ordinance No. 1280B; and
- WHEREAS,** the lake County Council now desires to rescind Ordinance No. 1280B; and
- WHEREAS,** the Lake County Council desires that the Sheriff's Sale Program and Service Fee established pursuant to I.C. 32-29-7-3(h) be deposited in the General Fund.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

- 1. That the Ordinance Creating the Sheriff's Sale Program and Service Fee Fund, a Non-Reverting Fund, Ordinance No. 1280B, is hereby rescinded.
- 2. That the money collected pursuant to I.C. 32-29-7-3(h) for actual costs directly attributed to the administration of the Sheriff's Sale, be deposited in the Lake County General Fund.
- 3. That appropriations from the General Fund be approved by the Lake County Council, or as otherwise provided by law.

SO ORDAINED THIS 12<sup>th</sup> DAY OF AUGUST, 2008.



*Christine CID*  
 CHRISTINE CID, President

*Larry Blanchard*  
 LARRY BLANCHARD

*Ernie Dillon*  
 ERNIE DILLON

*Thomas O'Donnell*  
 THOMAS O'DONNELL

*Franklin*  
 ELSIE FRANKLIN

*Ted F. Bilski*  
 TED F. BILSKI

*Jerome A. Prince*  
 JEROME A. PRINCE

Members of the Lake County Council

Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1302E.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1302E, An Ordinance to Establish Map/Electronic Map Generation Fees for the County of Lake, State of Indiana. Motion passed 3-0.

## Order #55 Agenda #56 (cont'd)

ORDINANCE NO. 1302EAN ORDINANCE TO ESTABLISH MAP/ELECTRONIC MAP GENERATION FEES  
FOR THE COUNTY OF LAKE, STATE OF INDIANA

WHEREAS, the Lake County Surveyor's Office, as part of its duties, responsibilities and service to the citizens of Lake County, Indiana, provides maps, electronic maps which contain Geographic Information System (GIS) information and data, all of which is maintained by the Lake County Surveyor's Office, and all of which provides a significant benefit to the public health, safety and welfare of the citizens of Lake County, Indiana; and

WHEREAS, the Lake County Surveyor's Office has incurred, and in part continues to incur, the costs of establishing, developing, maintaining, and improving said system and the provision of maps, electronic maps, information and data found therein; and

WHEREAS, Indiana Code 5-14-3-1 et. seq. authorizes a public agency to provide such maps and electronic maps, and GIS information and data; and

WHEREAS, Indiana Code 5-14-3-8(j) authorizes a public agency to establish and require payment of a reasonable fee for such electronic maps, and GIS information and data; and

WHEREAS, attached is a Limited Data Usage Agreement which is in conformance with the conditions outlined in Indiana Code 5-14-3-1 et. seq., including Indiana Code 5-14-3-8(j); and

WHEREAS, also attached is a Schedule of Fees authorized pursuant to said Code; and

1

WHEREAS, the Lake County Council has reviewed and considered the Limited Data Usage Agreement and Schedule of Fees; and

WHEREAS, the Lake County Council finds that the Limited Data Usage Agreement is authorized by and consistent with Indiana Code 5-14-3-1 et. seq., including Indiana Code 5-14-3-8(j); and

WHEREAS, the Lake County Council further finds and determines that the Schedule of Fees attached hereto contains fees reasonable and necessary to cover a percentage of the direct cost of maintaining, upgrading and enhancing the maps and electronic map and for the direct cost of supplying the map and electronic map in the form requested by the purchaser, consistent with the applicable statutes cited herein.

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

1. The Limited Data Usage Agreement and Schedule of Fees are hereby approved and adopted.
2. Map/Electronic Map Generation Fee. A Map/Electronic Map Generation Fee shall be imposed by and payable to the Lake County Surveyor, or its agent, as outlined in the Schedule of Fees, attached hereto and made a part hereof. This Schedule of Fees is hereby deemed to be reasonable and necessary to cover a percentage of the direct cost of maintaining, upgrading and enhancing the map/electronic map and for the direct cost of supplying the map/electronic map in the form requested by the purchaser.

2

- 3. Electronic Digital Mapping Data Fund. Pursuant to Indiana Code 5-14-3-8.5, all Map/Electronic Map Generation fees shall be deposited by the Lake County Treasurer in the Electronic Digital Mapping Data Fund, Fund number 250-0600-31210, administered by the Lake County Surveyor, which Fund is a dedicated, non-reverting fund. Monies in said fund are appropriated and expended by the Lake County Surveyor for the purpose of maintenance, upgrading and enhancement of the electronic map, and the reimbursement of the costs incurred in supplying the electronic map in the form requested by a purchaser.
- 4. Severability. The terms and provisions of this Ordinance are hereby determined to be severable; the invalidity or unenforceability of any section, sentence, clause, term, or provision of this Ordinance shall not affect the validity of any other section, sentence, clause, term, or provision of this Ordinance which can be given meaning without such invalid part or parts. This Ordinance shall be in full force and effect from and after its passage and any approvals or publications as may be required by law.

ALL OF WHICH IS ORDAINED AND APPROVED THIS 14<sup>th</sup> DAY OF AUGUST, 2008.

LAKE COUNTY COUNCIL

CHRISTINE CID, PRESIDENT

*Ernest (Ernie) Dillon*  
ERNEST (ERNIE) DILLON

ELSIE BROWN FRANKLIN

JEROME PRINCE

*Thomas C. O'Donnell*  
THOMAS C. O'DONNELL

TED F. BILSKI

*Larry N. Blanchard*  
LARRY N. BLANCHARD



ATTEST:

*Peggy K. Eaton*

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Frances Durfee*

APPROVED THIS 20<sup>th</sup> DAY OF August, 2008

Order #55 Agenda #56

In the Matter of Lake County Council Ordinance No. 1285B.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Ordinance No. 1285B, An Ordinance Amending Ordinance No. 1285-B, Lake County Human Resources Manual. Motion passed 3-0.

ORDINANCE NO. 1285B-5

ORDINANCE AMENDING ORDINANCE NO. 1285-B,  
LAKE COUNTY HUMAN RESOURCES MANUAL

**WHEREAS,** the Lake County Council and Lake County Commissioners adopted a new personnel policy for all county officers and employees as contained in the Lake County Human Resources Manual and Ordinance No. 1285B; and

**WHEREAS,** the Lake County Council and Board of Commissioners now wish to amend said Ordinance regarding the procedure to fill employee elected vacancies on the Grievance Board.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

**INSERT:** (New)

**GRIEVANCES**

**Election of County Employee Member**

- 7. Termination of Employee Status. Employee members who, for whatever reason, are no longer employed by Lake County Government shall resign their position on the Grievance Board.
- 8. Vacancies.
  - a. Appointed Positions: When a vacancy of an appointed position on the Grievance Board occurs, the Board shall notify the appointing authority instanter. The appointing authority shall make its appointment within 30 days of notification.
  - b. County Employee Positions: When a vacancy of a County elected employee position on the Grievance Board occurs, an employee election to fill the position shall be held pursuant to the rules outlined in this Ordinance. The Board shall set the date of the election with regard to the time lines as outlined for an election in the Ordinance.

SO ORDAINED THIS 12th DAY OF AUGUST, 2008.

*Christine CID*  
CHRISTINE CID, President

<p><i>Larry Blanchard</i> LARRY BLANCHARD</p> <p><i>Thomas O'Donnell</i> THOMAS O'DONNELL</p> <p><i>Ted F. Bilski</i> TED F. BILSKI</p>	<p><i>Ernie Dillon</i> ERNIE DILLON</p> <p><i>Elsie Franklin</i> ELSIE FRANKLIN</p> <p><i>Jerome A. Prince</i> JEROME A. PRINCE</p>
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Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Francis DuPey*

*Francis DuPey*

APPROVED THIS 20th DAY OF August, 2008

Order #55 Agenda #56

In the Matter of Lake County Council Resolution No. 08-120.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Resolution No. 08-120, Resolution Permitting the Lake County Coroner to Pay an Outstanding 2007 Invoices/Debts from the 2008 Budget. Motion passed 3-0.

**RESOLUTION NO. 08-120**

**RESOLUTION PERMITTING THE LAKE COUNTY CORONER TO PAY AN OUTSTANDING 2007 INVOICES/DEBTS FROM THE 2008 BUDGET**

**WHEREAS**, the Lake County Coroner's Office, is currently operating in the 2008 Budget; and

**WHEREAS**, the following invoices/debts incurred in the Budget year of 2007, has not been paid:

<u>001-0700-43232</u>	<u>Travel &amp; Meals</u>
George Deliopoulos	\$ 175.00
Joe Escobedo	175.00
Larry Haniford	175.00
Elias Kavourinos	175.00
	<u>700.00</u>

<u>001-0700-43235</u>	<u>Travel &amp; Mileage</u>
George Deliopoulos	\$ 187.33
Joe Escobedo	187.33
	<u>374.66</u>

**WHEREAS**, the Coroner desires to pay the above invoices/debts due.

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

That the following 2007 expense shall be paid from the Lake County Coroner's 2008 Budget:

<u>001-0700-43232</u>	<u>Travel &amp; Meals</u>
George Deliopoulos	\$ 175.00
Joe Escobedo	175.00
Larry Haniford	175.00
Elias Kavourinos	175.00
	<u>700.00</u>

<u>001-0700-43235</u>	<u>Travel &amp; Mileage</u>
George Deliopoulos	\$ 187.33
Joe Escobedo	187.33
	<u>374.66</u>

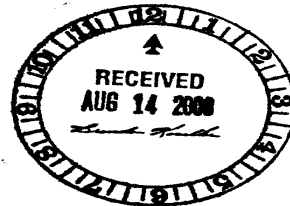
SO RESOLVED THIS 12th day of August, 2008.

*Christine CID*  
CHRISTINE CID, President

*Larry Blanchard*  
LARRY BLANCHARD  
*Thomas O'Donnell*  
THOMAS O'DONNELL  
*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON  
*Elsie Franklin*  
ELSIE FRANKLIN  
*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*James Scheuch*  
*James DuPey*  
APPROVED THIS 12th DAY OF August 2008



Order #55 Agenda #56

In the Matter of Lake County Council Resolution No. 08-121.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Resolution No. 08-121, Resolution Authorizing The President of The Lake County Council to Execute the Fourth Amendment to the Energy Services Agreement Between Lake County, Indiana and Ameresco, Inc. Motion passed 3-0.

**RESOLUTION NO. 08-121****RESOLUTION AUTHORIZING THE PRESIDENT OF  
THE LAKE COUNTY COUNCIL TO EXECUTE THE FOURTH  
AMENDMENT TO THE ENERGY SERVICES AGREEMENT  
BETWEEN LAKE COUNTY, INDIANA AND AMERESCO, INC.**

**WHEREAS**, pursuant to I.C. 36-1-12.5, Guaranteed Energy Savings Contracts and Energy Efficiency Programs, the legislative body of Lake County, Indiana, the Lake County Council, has selected Ameresco, Inc. to develop a Comprehensive Facility Renewal Program for several county owned buildings within Lake County, Indiana; and

**WHEREAS**, pursuant to I.C. 36-1-12.5, Ameresco, Inc. has prepared and provided Lake County with a Comprehensive Facility Renewal Program (Program) and an Energy Service Agreement to implement the program for the sum of Fifteen Million Four Hundred Fifty-Six Thousand Three Hundred Eighty (\$15,456,380.00) Dollars which has been approved by Lake County per Resolution No. 06-96 adopted by the Lake County Council on November 9, 2006; and

**WHEREAS**, Lake County has secured financing through bondings; and

**WHEREAS**, pursuant to I.C. 36-1-12.5, the parties wish to enter into the Fourth Amendment to the Energy Savings Agreement, to implement the program for an additional sum of One Hundred Seventy-Nine Thousand Thirteen Dollars and Zero Cents (\$179,013.00).

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

1. That the Fourth Amendment to the Energy Services Agreement between Lake County, Indiana and Ameresco, Inc. prepared and provided by Ameresco pursuant to I.C. 36-1-12.5 for the sum of One Hundred Seventy-Nine Thousand Thirteen Dollars and Zero Cents (\$179,013.00) is hereby approved and the President of the Lake County Council is authorized to execute the Fourth Amendment on behalf of Lake County pursuant to I.C. 36-1-12.5
2. The project will meet the County's Equal Employment Opportunity goals and will be covered by a Project Labor Agreement.

SO RESOLVED THIS 12TH DAY OF AUGUST, 2008.

*Christine CID*  
CHRISTINE CID, President

*Larry Blanchard*  
LARRY BLANCHARD

*Thomas O'Donnell*  
THOMAS O'DONNELL

*Ted F. Bilski*  
TED F. BILSKI

*Ernie Dillon*  
ERNIE DILLON

*Elsie Franklin*  
ELSIE FRANKLIN

*Jerome A. Prince*  
JEROME A. PRINCE

Members of the Lake County Council



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

*Gary Schuch*  
*Luanne DuPey*

20th DAY OF August 20 08

Order #55 Agenda #56

In the Matter of Lake County Council Resolution No. 08-122.

DuPey made a motion, seconded by Allen, to approve the L.C. Council's Resolution No. 08-122, Resolution Transferring All Remaining Cash from the Sheriff's Sale Program and Service Fee Fund, Fund No. 572 to the General Fund, Fund No. 001. Motion passed 3-0.

Order #55 Agenda #56 (cont'd)

RESOLUTION NO. 08-122

RESOLUTION TRANSFERRING ALL REMAINING CASH FROM THE SHERIFF'S SALE PROGRAM AND SERVICE FEE FUND, FUND NO. 572 TO THE GENERAL FUND, FUND NO. 001

WHEREAS, on October 10, 2006, the Lake County Council adopted Ordinance No. 1280A, the Ordinance Establishing the Sheriff's Sale Program and Service Fee, pursuant to I.C. 32-29-7-3(h), authorizing the Sheriff to charge an administrative fee for costs attributed to the administration of the Sheriff's Sale; and

WHEREAS, that on October 10, 2006, the Lake County Council adopted Ordinance No. 1280B, the Ordinance Creating the Sheriff's Sale Program and Service Fee Fund; and

WHEREAS, on August 12, 2008, pursuant to Ordinance No. , the Lake County Council rescinded Ordinance No. 1280B, creating the Sheriff's Sale Program and Service Fee Fund, Fund No. 572; and

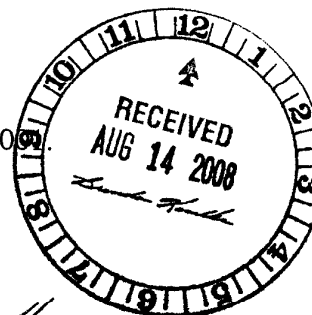
WHEREAS, fees from the Sheriff's Sale Program were deposited in Fund No. 572, the Sheriff's Sale Program and Service Fee Fund; and

WHEREAS, Fund No. 572 no longer exists, the Lake County Council desires to transfer all remaining cash from the Sheriff's Sale Program and Service Fee Fund, Fund No. 572, to the General Fund, Fund No. 001.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council hereby approves the transfer of all remaining cash from the Sheriff's Sale Program and Service Fee Fund, Fund No. 572 to the Lake County General Fund, Fund No. 001.

SO RESOLVED THIS 12th DAY OF AUGUST, 2008.



Signatures of Christine CID, Larry Blanchard, Thomas O'Donnell, Fed F. Bilski, Ennie Dillon, Elsie Franklin, and Jerome A. Prince.

Order #56 Agenda #57A

In the Matter of Appointments: Lake County Emergency Management Agency Director.

Allen made a motion, seconded by DuPey, to table this item for further review. Motion passed 3-0.

Order #56 Agenda #57A

In the Matter of Certificate of Appointment of Ken Ruesken to the Alcoholic Beverage Board.

Allen made a motion, seconded by DuPey, to make a matter of public record the Certificate of Appointment of Ken Ruesken to the Alcoholic Beverage Board. Motion passed 3-0.

The following officials were Present:

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

The next Board of Commissioners Meeting will be held on Wednesday, September 17, 2008 at 10:00 A.M.

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

\_\_\_\_\_  
GERRY SCHEUB, PRESIDENT

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

\_\_\_\_\_  
ROOSEVELT ALLEN JR.

ATTEST:

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