

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in 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 14th day of September, 2015 at about 2:45 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of September, 2015 at about 2:45 a.m.

Order #1 Agenda #5A

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

Repay made a motion, seconded by Scheub, to allow the opening of the Bids/Proposals. Motion carried.

Order #2 Agenda #5B w/D-E

In the Matter of Notices/Agenda: Additions, deletions and/or corrections to Agenda for a Regular Meeting; Approved Final Agenda made a matter of public record; Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record.

Repay made a motion, seconded by Scheub, to approve the Additions – Item #7A – Request for change order between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for pagers for the Lake Ridge Fire Department and the Lake Hills Fire Department to Bring them within the Frequency Guidelines in an amount not to exceed \$33,075.00; Item #8A – Master Equipment Lease-Purchase Agreement dated as April 19, 2006 Lease Schedule thereto dated September 16, 2015; Item #25B – Lake County Highway Department; Item #36A – Specification for the Lake County Juvenile Center Control Project to be advertised. Bids to be returned by Wednesday, October 21, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items #6A a-h; #6B; #6C.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Items of the Consent Agenda (Items #6A a-h; #6B; #6C). Motion carried.

Order #3 Consent Agenda #6A-a

In the Matter of IDEM: Indiana Department of Environmental Management.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Ellendale Farm, Ltd.-Crown Point, Indiana; City of Hobart-Sewer Permit; Jupiter Aluminum Corporation; Jupiter Aluminum Corporation; Cargill, Inc.; Sanitary District of Hammond; Hammond Sanitary District – Land Application Permit; Petro Mart). Motion carried.

Order #3 Consent Agenda #6A-b

In the Matter of IDEM: Certificates of Liability Insurance.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (Performance Mechanical Contractors, Inc.; M.E. Olson Construction, Inc.; Versite Construction Group, LLC; Kamin Industries Inc. DBA Everdry; Dreamweaver Construction Inc.; McAllister General Contractors, Inc.; Westside Mechanical Services, LLC; Watson Furniture Group, Inc.). Motion carried.

Order #3 Consent Agenda #6A-c

In the Matter of IDEM: Continuation Certificates.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Continuation Certificates (M.E. Olson Construction, Inc.; HMM Systems, Inc.). Motion carried.

Order #3 Consent Agenda #6A-d

In the Matter of IDEM: Cancellation Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Cancellation Notices (Action's Tree Service; Pario Solutions, Inc.; Priority Landscape and Maintenance; Roofing Specialist; Sachi Construction, Inc.; Low Voltage Installation Services, Inc.; State Line Fire Systems, Inc.; MT Carmel Marketing; Kaiser Electrical Contractors, Inc.; Wake Property Preservation Corp.; Men In Black Seal Coating; FAL Electric, Inc.; T.J. Hale Company, LLC). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of IDEM: License or Permit Bond No. 62074026.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: License or Permit Bond No. 62074026 (Andy's Tree Service Doc no. 2014-036580). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of IDEM: Explorer Pipeline public safety information.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Explorer Pipeline public safety information (high-pressure petroleum transmission pipeline system, operating in this area). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of IDEM: Town of Highland transmittal concerning Resolution #2015-36.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Town of Highland transmittal concerning Resolution #2015-36 (Proposing the Establishment of Tax Abatement for property at Ridge Road, Highland Indiana; 9/14/15 Public Hearing). Motion carried.

Order #3 Consent Agenda #6A-h

In the Matter of IDEM: Preliminary Official Statement dated August 31, 2015.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Preliminary Official Statement dated August 31, 2015 (Lake County, Indiana \$7,000,000* General Obligation Bonds, Series 2015B – Highway Project). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Vendor Qualification Affidavits

Repay made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion carried.

AMERICAN VALUATION GROUP, INC.
HORIZON RESOURCES, LLC
STRATEGIES FOR YOUTH
TOM BYELICK
RAEANN HALFELDT
RICHARD HILLS
BUSCH CONSTRUCTION
KAY PARK RECREATION
TIMOTHY A. VELO dba ORANGE LINE PHOTOGRAPHY
PAYROC
RYTHYM BAND INSTRUMENTS, INC.
CARDIO PULMONARY ASSOCIATES
McKESSON MEDICAL
SURGICAL SPECIALIST
NESTLE WATERS NORTH AMERICA
SPENCE CONSULTING INC.

Order #3 Consent Agenda #6C

In the Matter of Lake County Treasurer's Report for the month of August, 2015.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of August 2015. 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.

Repay made a motion, seconded by Scheub, to accept the above Treasurer's Report of August 2015 as submitted. Motion carried.

Order #4 Agenda #7

In the Matter of L C 911 – Radio Installation Contract between Tri-Electronics, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$75,000.00 to be ratified.

Repay made a motion, seconded by Scheub, to approve the change order for the radio installation contract between Tri-Electronics, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County 911 in an amount not to exceed \$75,000 to be ratified. L C 911 Director present/recommend approval. Motion carried.

Cont'd.

Order #4 Agenda #7 cont'd

RADIO INSTALLATION CONTRACT

THIS CONTRACT, entered into this 16th day of September, 2015 effective from September 16th, 2015 to completion of the project by and between Tri-Electronics, Inc., (hereinafter called **Radio Installer**) and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the Lake County Public Safety Communications Commission and 911 Department (hereinafter called the **County**).

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Radio Installer and the Radio Installer hereby agrees to perform the services designated in this contract.
2. **Scope of Service.**
 - A. The Radio Installer shall do, perform, and carry out in a good and professional manner the services for the County.
 - B. Specifically the Radio Installer shall:
 1. Tri-Electronics, Inc. will install and program the radio equipment that is listed on Motorola Solutions change order number six which is attached hereto and incorporated herein.
 2. Prior to installation and programming, Tri-Electronics will check the technical operability of each radio. This type of radio instrument when it is inventoried for a period prior to installation may experience one or more technical difficulties. Tri-Electronics shall perform the necessary operational tests on the radio equipment prior to installation to ensure that the radios are 100% operable.
 3. Tri-Electronics shall timely present progress reports to the County on how many vehicles in which the company has installed the radios and the number of remaining vehicles that need installation. The report will be submitted weekly and each time will contain an estimated timeline when the project will be completed. As part of this report Tri-Electronics shall identify if any of the radios have the type of difficulties listed in paragraph 2B2 above.
 4. Tri-Electronics, Inc. will utilize only union labor to accomplish the installation and programming the radios.
 5. Tri-Electronics, Inc. will provide a warranty for all of the equipment covered by change order number six that will be secondary to the Motorola warranty. Should Motorola determine that installation of the radio equipment by Tri-Electronics, Inc. is a result of the defect of and to the product and decline to cover the defect by the Motorola warranty, then Tri-Electronics, Inc. will assume the warranty

Page 1 of 5

responsibility that would have been the responsibility of Motorola under the County's contract with Motorola #117514 dated March 19, 2014.

3. **Time of Performance.** The services to be performed hereunder by the Radio Installer shall be undertaken and completed in such sequence as to assure their expeditious completion.
4. **Compensation.** The County agrees to pay the Radio Installer a sum not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for performing all of the work and providing the warranty spelled out in 2A and 2B. The amount equal to the credit in Motorola change order number 6 will be paid out of the 911 bond and the remaining balance shall be paid out of the 911 Department Operating Budget.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Radio Installer to be performed hereunder. Such change orders which are mutually agreed upon by and between the County and the Radio Installer, shall be incorporated in a written amendment to this contract as a change order.
6. **Termination of Contract.** This contract may be terminated only with cause by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
7. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
8. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
9. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
10. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Radio Installer.
11. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Radio Installer constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Radio Installer, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

Page 2 of 5

Order #4 Agenda #7 cont'd

12. **Personnel.** The Radio Installer represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Radio Installer or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
13. **Equal Opportunity and Affirmative Action.** The Radio Installer agrees by the execution of this contract that in regards to its operations:
- A. The County has a policy that no vendor, contractor, grant recipient, or anyone receiving public funds or benefits of any kind shall discriminate on the basis of race, religion, color, disability, sexual orientation, gender identity, national origin, ancestry, age, or United States military service status, and any breach of this Policy shall continue to be considered a material breach of this contract.
 - B. The Radio Installer is committed to providing equal employment opportunities for all applicants and employees.
 - C. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this contract.
 - D. Breach of any of the equal opportunity and/or non-discrimination provisions of the contract shall constitute a breach of contract.
 - E. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any contract, contract or lease between the Radio Installer and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Radio Installer by this contract
14. **Miscellaneous Provisions.**
- A. This contract represents the entire understanding between the parties, and modifications of this contract shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this contract are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Radio Installer may not subcontract any part of the work covered herein without the prior written consent of the County.
15. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.

Page 3 of 5

B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Radio Installer and Radio Installer's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this contract disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Radio Installer.

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

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

TRI-ELECTRONICS, INC.
P.O. BOX 4310
5231 CALUMET AVENUE
HAMMOND, IN 46324
(219) 931-6850

17. **E-Verification.**
- A. The Radio Installer shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if it is available.
 - B. If the Radio Installer uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
 - C. By execution of this document the Radio Installer swears under the penalties of perjury that their company does not knowingly employ an unauthorized alien.

18. **Insurance Coverage**

The Radio Installer shall:

- A. Have workmen's compensation coverage as required by State Law.




Page 4 of 5

Order #4 Agenda #7 cont'd

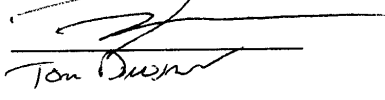
- B. Have public liability insurance meeting the maximum dollar limits as specified in I.C. 34-13-3-4 as follows: Seven Hundred Thousand Dollars (\$700,000.00) for injury or death to one person in any one occurrence, Five Million Dollars (\$5,000,000.00) for injury to or death of all persons in that occurrence, and One Million Dollars (\$1,000,000.00) for property damage liability.
- C. Indemnify and hold harmless any and all entities to include but not limited to the County of Lake, The Board of Commissioners of the County of Lake, it's elected officials, it's appointed officials, it's officers, it's employees, and or its agents for any and all expenses or charges to include attorney fees which these entities or persons might have to pay by virtue of the Radio Installers actions, non-actions, or performance.

IN WITNESS WHEREOF, the County and the Radio Installer have executed this contract as of the date first written above.

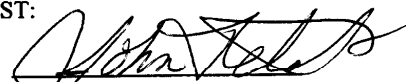
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


ROOSEVELT ALLEN, JR.

GERRY J. SCHEUB

MICHAEL REPAY

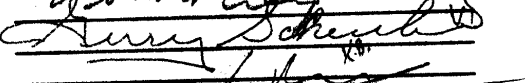
TRI-ELECTRONICS, INC. by


Tom Buser

ATTEST:


JOHN PETALAS,
LAKE COUNTY AUDITOR

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


RATIFIED THIS 16th DAY OF Sept 2015

Order #4 Agenda #7 cont'd

MOTOROLA SOLUTIONS CHANGE ORDER [6]

Change Order No. 6
 Date: 8/25/2015
 Project Name: Lake County (IN-121120A)
 Customer Name: Lake County, IN
 Customer Project Mgr: John Allendorf

The purpose of this Change Order is to:
 This change order will remove the installation and programming of 798 radios from the contract and provide a credit to Lake County 911. The total amount of this credit is \$68,514. This credit will be apply to the payment milestone "Installation of Equipment", originally \$465,099 and with the application of the credit will now be \$396,585.

Contract # 00117514 Contract Date: 3/19/2014

In accordance with the terms and conditions of the contract identified above between The Cass County Emergency Services Board and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$9,301,978
Previous Change Order amounts for Change Order numbers <u>1</u> through <u>5</u>	\$317,005
This Change Order:	(\$68,514)
New Contract Value:	\$9,550,469

Completion Date Adjustments

Original Completion Date:	12/31/2014
Current Completion Date prior to this Change Order:	12/1/2015
New Completion Date:	No change

MOTOROLA SOLUTIONS CHANGE ORDER [6]

Changes in Equipment:
 N/A

Changes in Services:
 The credit for the installation of 272 mobiles and the programming of 798 mobiles and portables is \$68,514. This is based on:
 - CREDIT: 272 mobiles left to install * \$170 per installation = \$46,240
 - CREDIT: 798 mobiles + portables to program * \$28 per radio to program (excluding fleetmap, template and code plug creation) = \$22,274
 In the event that the installations are not performed or overseen by Motorola or a Certified Motorola Service Shop, Motorola will not warrant against radio or customer owned equipment damage caused by improper installation practices. Motorola will continue to honor product warranty (hardware and software) per the terms of the original contract regardless of who performs the installations.

Schedule Changes:
 N/A

Pricing Changes:
 (\$68,514)

Customer Responsibilities:
 None

Payment Schedule for this Change Order:
 No changes

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

<p>Motorola Solutions, Inc. By: <u>[Signature]</u> Printed Name: <u>Kirk M. Scouten</u> Title: <u>Regional Services Mgr.</u> Date: <u>8-25-15</u></p>	<p>Customer By: <u>[Signature]</u> Printed Name: <u>[Signature]</u> Title: <u>[Signature]</u> Date: _____</p>
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Reviewed by: _____ Date: _____
 Motorola Solutions Project Manager

Order #5 ADD Agenda #7A

In the Matter of L C 911 – Request for change order between Motorola Solutions and the Board of Commissioners of the County of Lake for pagers for the Lake Ridge Fire Department and the Lake Hills Fire Department to bring them within the Frequency Guidelines in an amount not to exceed \$33,075.00.

Repay made a motion, seconded by Scheub, to approve the Change Order in the amount not to exceed \$33,075.00 between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of L C 911 for pagers for the Lake Ridge Fire Department and the Lake Hills Fire Department to bring them within the Frequency Guidelines. L C 911 Director present/recommend approval. Motion carried.

Order #6 Agenda #8

In the Matter of L C Highway – Quantity Purchase Agreement between the State of Indiana and the Board of Commissioners of the County of Lake for One (1) Ford Edge SE, AWD in the amount of \$26,532.00 and request to add the vehicle to the PNC Lease Purchasing Agreement.

Repay made a motion, seconded by Scheub, to approve the Quantity Purchase Agreement between the State of Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for One (1) Ford Edge SE, AWD in the amount of \$26,532.00 and request to add the vehicle to the PNC Lease Purchasing Agreement. Motion carried.

Order #6 ADD Agenda #8A

In the Matter of L C Highway – Master Equipment Lease-Purchase Agreement dated as April 19, 2006 Lease Schedule thereto Dated September 16, 2015.

Repay made a motion, seconded by Scheub, to approve the Master Equipment Lease-Purchase Agreement dated as April 19, 2006 Lease Schedule thereto dated September 16, 2015 on behalf of Lake County Highway Department. Motion carried.

Order #7 Agenda #9

In the Matter of L C Highway – Road Cut Permit Grand Boulevard 17-33N-7W Lake County, Indiana.

Repay made a motion, seconded by Scheub, to approve Road Cut Permit Grand Boulevard 17-33N-7W Lake County, Indiana on behalf of Lake County Highway Department. Motion carried.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 8-10-15

Applicant: Caleb Carr
3033 N. 150 E.
LaPorte, IN 46350
(574) 876-1213

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 _____ in behalf of the applicant. Permission is hereby granted to _____

CALEB CARR
OPEN CUT GRAND BOULEVARD FOR INSTALLATION
OF AN IRRIGATION PIYOT.

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. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the 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, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: [Signature] 8/31/2015

Lake County Highway Department

Approved by: [Signature] D.H.
[Signature]
[Signature]

Lake County Board of Commissioners SEP 16 2015

Order #8 Agenda #10

In the Matter of L C Highway – Road Cut Permit Lot 1 Holiday Heights Unit 1.

Repay made a motion, seconded by Scheub, to approve Road Cut Permit Lot 1 Holiday Heights Unit 1 on behalf of Lake County Highway Department. Motion carried.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 9-1-15

Applicant: Dennis Meeks (76-7651)
6803 W. 159th AV
Howell, IN

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 HUSEMAN EXCAVATING in behalf of the applicant. Permission is hereby granted to DENNIS MEERS/HUSEMAN EXCAVATING

SANITARY SEWER TAP
LOT 1, HOLIDAY HEIGHTS UNIT 1
6805 W. 159th Ave
Howell, IN 46356

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. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the 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, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by: [Signature] 9-4-2015

Lake County Highway Department

Approved by: [Signature] D.H.
[Signature]

Lake County Board of Commissioners **SEP 16 2015**

Order #9 ADD Agenda #25B

In the Matter of L C Highway – Property Disposal Request.

Repay made a motion, seconded by Scheub, to approve the request for property disposal submitted by the Highway Department, met with Mr. Cole, property okay to be disposed. Motion carried.

Order #10 Agenda #11

In the Matter of L C Assessor – RFP: Computer Assisted Mass Appraisal (CAMA) Software.

This being the day, time and place for the receiving of proposals for CAMA Software for the Lake County Assessor's Office, the following proposal was received:

X-Soft, Inc. \$375,000

Repay made a motion, seconded by Scheub, to take the above-mentioned proposal under advisement for further tabulation and recommendation. Motion carried.

Order #11 Agenda #12

In the Matter of L C Board of Elections and Registration – RFP: Moving of the Voting Machines for the General Election (November 3, 2015).

This being the day, time and place for the receiving of proposals for the Moving of the Voting Machines for the General Election for the Board of Elections and Registration, Lake County, Indiana, the following proposals were received:

Ferree Movers & Storage, Inc.	Various
On-Time Distribution LLC	Various

Repay made a motion, seconded by Scheub, to accept the recommendation of the Lake County Board of Elections and Registration to award proposals as submitted for the Moving of the Voting Machines for the November 3, 2015 General Election to **Ferree Movers & Storage, Inc.** for \$120/hr \$24/site and award **On-Time Distribution** with \$98/hr \$20/site. Motion carried.

Order #12 Agenda #13

In the Matter of L C Juvenile Court – Consulting Contract between Deanna Brack and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$10,000.00 payable at the rate of \$18.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Deanna Brack and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$10,000.00 payable at the rate of \$18.00 per hour. Motion carried.

Order #12 Agenda #14

In the Matter of L C Juvenile Court – Consulting Contract between Thomas Byelick and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Thomas Byelick and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour. Motion carried.

Order #12 Agenda #15

In the Matter of L C Juvenile Court – Consulting Contract between Raeann Halfeldt and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Raeann Halfeldt and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour. Motion carried.

Order #12 Agenda #16

In the Matter of L C Juvenile Court – Consulting Contract between Wyndi Parker and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Wyndi Parker and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour. Motion carried.

Order #12 Agenda #17

In the Matter of L C Juvenile Court – Consulting Contract between Joann M. Price and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Juvenile Detention Alternatives Initiative Coordinator Services in an amount not to exceed \$32,492.00.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Joann M. Price and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Juvenile Detention Alternatives Initiative Coordinator Services in an amount not to exceed \$32,492.00. Motion carried.

Order #12 Agenda #18

In the Matter of L C Juvenile Court – Consulting Contract between Kimberly A. Syler and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Kimberly A. Syler and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$3,366.00 payable at the rate of \$18.00 per hour. Motion carried.

Order #12 Agenda #19

In the Matter of L C Juvenile Court – Consulting Contract between Ann Vasquez and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program “Strike Team” services in an amount not to exceed \$7,200.00 payable at the rate of \$30.00 per hour.

Order #12 Agenda #19 cont'd

Repay made a motion, seconded by Scheub, to approve the Consulting Contract between Ann Vasquez and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for the period of July 1, 2015 to June 30, 2016 for Truancy Intervention and Diversion Program "Strike Team" services in an amount not to exceed \$7,200.00 payable at the rate of \$30.00 per hour. Motion carried.

Order #13 Agenda #20

In the Matter of L C Hobart Township Assessor – Proposal for Appraisal Services between American Valuation Group, Inc. and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00 payable at the rate of \$400.00 per hour.

Repay made a motion, seconded by Scheub, to approve the proposal for Appraisal Services for the Hobart Township Assessor between American Valuation Group, Inc., 207 Abbey Lane, Lansdale, PA 19446, and the Board of Commissioners of the County of Lake in an amount not to exceed \$15,000.00 payable at the rate of \$400.00 per hour. Motion carried.
(SEE FILE "CONTRACTS" FOR 2015 AGREEMENT)

Order #14 Agenda #21

In the Matter of L C Community Development – Amendment to the Agreement entered into on March 18, 2015 for the period of March 18, 2015 for the period of March 24, 2015 to September 24, 2015 between Hooks Consulting, Inc. and the Board of Commissioners of the County of Lake for an increase to payment number six of the current contract from \$3,333.35 to \$5,000.00 and an extension for the months of October through December, 2015 in an amount not to exceed \$5,000.00 per month for each of those three months to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Contract Amendment to the Agreement entered into on March 18, 2015 for the period of March 18, 2015 for the period of March 24, 2015 to September 24, 2015 between Hooks Consulting, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Community Economic Development for an increase to payment number six of the current contract from \$3,333.35 to \$5,000.00 and an extension for the months of October through December, 2015 in an amount not to exceed \$5,000.00 per month for each of those three months. Motion carried.

Order #15 Agenda #22

In the Matter of L C Emergency Management – Agreement between the Lake County Fire Chief's Association, Inc. and the Board of Commissioners of the County of Lake for the year 2016 in an amount not to exceed \$100,000.00 payable in the amount of \$25,000.00 per quarter.

Repay made a motion, seconded by Scheub, to approve the Agreement between Lake County Fire Chief's Association, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management for the year 2016 for all Hazmat related issues in Lake County in an amount not to exceed \$100,000.00 payable in the amount of \$25,000.00 per quarter. Motion carried.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 16th day of September, 2015, effective from January 1, 2016 to and including December 31, 2016 by and between LAKE COUNTY FIRE CHIEFS ASSOCIATION, INC., (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE for and on behalf of the Lake County Emergency Management Agency (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant. The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. Scope of Service. The Consultant shall do, perform, and carry out in good and professional manner the services for the County, specifically the Consultant shall:
 - A. The Board of Commissioners is a signatory to an Interlocal Agreement executed August 10, 1993 known as "The Agreement for Mutual Aid between Municipalities, Townships, and other units of Government in Lake County, Indiana" (hereinafter referred to as "the Agreement").
 - B. Under paragraph 16 of the Agreement the fire Chief's Association is the party to administer the Agreement.
 - C. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A".
 - D. In accordance with paragraph 1 of the Agreement (Purpose"), the Fire Chief's Association is to formulate plans and take all necessary steps for implementation of the Agreement. This includes the following:
 1. Ensure that every party to the Agreement has formulated an emergency plan and programs for their jurisdiction.
 2. Establish a procedure for units within the Agreement to request aid from on another;
 3. Ensure that each of the units have established written rules and regulations for the method of giving and receiving requests for service and equipment under the regulations have been distributed to all units;
 4. Ensure that all units are aware that in addition to requests for aid, The Agreement covers additional types of activities to which the units commit as spelled out in paragraph 19(b) of the Agreement;
 - E. To ensure that the County is aware of the management activities of the Fire Chief's Association, the following apply:
 1. A copy of any annual plan developed by the Fire Chief's Association shall be provided to the County and Lake County Emergency Management.

Order #15 Agenda #22 cont'd

2. An annual report of the management activities of the Fire Chief's Association shall be provided to the County on or before February 1 for the activity relating to the prior calendar year;
 3. A monthly report of management activities of the Fire Chief's Association shall be provided to the County on or before the 15th day of the current month for the prior month.
 4. The aforementioned reports shall contain an assessment as to the readiness of the units in the Agreement to respond to an emergency and the other activates as they are spelled out in paragraph 19(b) of the Agreement;
 5. An analysis of what actions need to be taken if the assessment of the Fire Chief's Association is that the units in the Agreement are not at a level to adequately respond to an emergency and other activates as they are spelled out in paragraph 19(b) of the Agreement;
 6. The Fire Chief's Association shall participate as a member in the Lake County Local Emergency Planning Committee ("LEPC") to ensure that its management activities are consistent with the operations of the Lake County Local Emergency Planning Committee.
- F. To ensure that the County is aware of the budgetary activities of the Fire Chief's Association, the following apply:
1. A copy of the proposed annual budget of the Fire Chief's Association shall be submitted to the County no later than the 1st day of September of any calendar year;
 2. The County shall have the opportunity to comment on any and all line items in the budget and submit those comments in writing to the Fire Chief's Association;
 3. The County shall inform the Fire Chief's Association of the financial commitment of the County not later than the 1st day of November of any calendar year;
 4. The Fire Chief's Association shall consider and adopt the budget and all of the County's changes/comments and forward an executed copy of the contract to the County no later than the 1st day of December of a calendar year;
 5. The County shall review and sign the contract, assuming all changes and comments have been addressed and the proposed budget is within the financial commitment of the County, and forward said signed contract to the Fire Chief's Association on or before the 31st day of December of a calendar year.
- G. In paragraph 16, Administration, of the Agreement executed by the parties and in accordance with the Interlocal Agreement statute, I.C. 36-1-7-3, the Agreement was to spell out the manner in which the administration of the Agreement would be financed, staffed and budgeted to include provisions regarding the acquisition, holding, and/or disposal of real and personal property used under the Agreement. The Agreement does

2

not spell out who shall finance the operations under the Agreement. By executive of this contract, the County does not commit that the County is the sole unit of government under the Agreement to provide funds. If necessary for contract year 2016, the Fire Chief Association needs to review all sources of funding for this project other than the County in order to provide for, if necessary, an equitable distribution of the operating and capital costs of the Agreement.

3. Time of Performance. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of this agreement.
4. Compensation. The County agrees to pay the Consultant a flat fee of \$100,000.00 annually or \$25,000.00 quarterly beginning January 1, 2016 and continuing quarterly thereafter through December 31, 2016.
5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. Termination of Agreement. Either Party may terminate this agreement, with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof

3

Order #15 Agenda #22 cont'd

shall have any validity or bind any of the parties hereto.

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

4

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

15. Miscellaneous Provisions.
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and avoidable portions; these portions shall be stricken and the remaining portions enforced.
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
16. Information Availability.
 - A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
 - B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or propriety information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE 2293 NORTH MAIN STREET CROWN POINT, IN 46307 (219) 755-3200	LAKE COUNTY FIRE CHIEFS ASSOCIATION, INC. C/O EDWARD J. YERGA, PRESIDENT 2900 WEST 93RD AVENUE CROWN POINT, IN 46307 (219) 736-9680
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18. E-Verification.
 - A. IC 22-5-1.7 Chapter 1.7 Public Contract Services, Business Entities; Unauthorized Aliens.
 - B. I. 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.

5

Order #15 Agenda #22 cont'd

- C. IC 22-5-1.7-3 "E-Verify Program" As used in this chapter, "E-Verify Program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, S.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.47-4 "Person" As used in this chapter. "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22--1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a (h) (3)
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec 11.(a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
 - (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify Program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political

6

subdivision that the business entity has enrolled and is participating in the E-Verify program; and

- (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.

- I. IC22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

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

THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature] D.H.
ROOSEVELT ALLEN, JR. V.B.

[Signature]
MICHAEL REPAY

[Signature]
GERRY J. SCHEUB SEP 16 2015

CONSULTANT
[Signature]
LAKE COUNTY FIRE CHIEFS ASSOCIATION, INC.
EDWARD YERGA, PRESIDENT

ATTEST:
[Signature]
JOHN PETALAS, LAKE COUNTY AUDITOR OG

Order #16 Agenda #23

In the Matter of L C Data Processing – Agreement between Infor (US), Inc. and the Board of Commissioners of the County of Lake for the year 2016 for software support in an amount not to exceed \$282,714.60 payable quarterly at the rate of \$70,678.65.

Repay made a motion, seconded by Scheub, to approve the Agreement between Infor (US), Inc., 13560 Morris Road, Suite 4100, Alpharetta, GA 30004, and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2016 for software support in an amount not to exceed \$282,714.60 payable quarterly at the rate of \$70,678.65. Motion carried.

Order #17 Agenda #24

In the Matter of L C B.O.C. – Agreement between DLZ Indiana, LLC and Board of Commissioners of the County of Lake for ADA Signage at the Lake County Government Center Buildings A, B and C in an amount not to exceed \$19,500.00.

Repay made a motion, seconded by Scheub, to approve the Agreement between DLZ Indiana, LLC and Board of Commissioners of the County of Lake for ADA Signage at the Lake County Government Center Buildings A, B and C in an amount not to exceed \$19,500.00. Motion carried.

Order #18 Agenda #25A

In the Matter of L C B.O.C. – Request for property disposal: A. Lake County Auditor.

Repay made a motion, seconded by Scheub, to approve the property disposal request for Lake County Auditor, items reviewed by Mr. Cole. Motion carried.

Order #19 Agenda #26

In the Matter of L C B.O.C. – County Form No. 91A Requisition to the Board of County Commissioners for Blank Books, Blanks, Stationery and Printing for the year 2016 for Various County Offices and Departments to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Various County Offices and Departments, listed below, County Form No. 91A Requisition to the Board of County Commissioners for Blank Books, Blanks, Stationery and Printing for the year 2016. Motion carried.

- | | |
|----------------------------|--|
| Assessor | Data Processing |
| Center Township Assessor | Drainage Board |
| Hobart Township Assessor | Health Department |
| Ross Township Assessor | Highway Department |
| St. John Township Assessor | Juvenile Center |
| Auditor | Juvenile Court |
| Clerk | Juvenile Court CASA |
| Community Development | Plan Commission |
| Co-Op Extension | Prosecutor |
| Coroner | Recorder |
| County Council | Sheriff |
| Superior Court Room 1 | Lake Superior Court County Division Room 1 |
| Superior Court Room 2 | Lake Superior Court County Division Room 2 |
| Superior Court Room 3 | Lake Superior Court County Division Room 3 |
| Superior Court Room 4 | Lake Superior Court County Division Room 4 |
| Superior Court Room 5 | Surveyor |
| Superior Court Room 6 | Treasurer |
| Superior Court Room 7 | Weights & Measures |

Order #20 Agenda #27

In the Matter of L C B.O.C. – Interlocal Cooperation Agreement between the City of Crown Point and the Board of Commissioners of the County of Lake for Hermits Lake Wastewater Service Area.

Scheub spoke and made a motion, seconded by Repay, to approve the Interlocal Cooperation Agreement between the City of Crown Point, through its Board of Public Works & Safety and Lake County, Indiana through the Board of Commissioners of the County of Lake for Hermits Lake Wastewater Service Area. Motion carried.

Cont'd.

Order #20 Agenda #27 cont'd

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF CROWN POINT AND LAKE COUNTY, INDIANA
FOR HERMITS LAKE WASTEWATER SERVICE AREA**

THIS AGREEMENT made and entered into this 9th day of September, 2015 by and between the CITY OF CROWN POINT, INDIANA, through its Board of Public Works & Safety (hereinafter referred to as "The City"), and LAKE COUNTY, INDIANA, through the Lake County Board of Commissioners (hereinafter referred to as "The County").

WITNESSETH:

WHEREAS, THE CITY operates and maintains a wastewater treatment facility servicing the City of Crown Point and its residents;

WHEREAS, THE CITY's Wastewater Treatment Facility has capacity to treat the volume of domestic wastewater generated by the homes in the Hermit's Lake Area at a combined average rate of 100 gallons per minute;

WHEREAS, THE COUNTY is the current owner of the Hermits Lake Sewer Treatment Plant, an infrastructure servicing approximately 205 single family homes in the Hermits Lake Subdivision, located in unincorporated Lake County, Indiana (hereinafter referred to as the "Hermits Lake Area") as shown and described on Exhibit "A" which is attached hereto;

WHEREAS, that presently Lake County's Hermits Lake Sewer Treatment Plant has reached the end of its useful service life, is prone to frequent breakdowns and failures, and could potentially fail to an extent resulting in serious environmental impact;

WHEREAS, the parties to this agreement believe it is in the best interests of all parties to have the domestic wastewater from the HERMITS LAKE AREA transported to and disposed of by THE CITY through its wastewater treatment facility;

WHEREAS, the terms of this Interlocal Cooperation Agreement are subject to final installation, inspection and approval of all infrastructure necessary to collect and transport domestic wastewater generated within the HERMITS LAKE AREA to THE CITY's existing downstream collection system and thence to its wastewater treatment facility;

WHEREAS, both THE CITY and THE COUNTY wish to establish appropriate flow allowances and rates for the treatment of sewage for the HERMITS LAKE AREA, if said infrastructure is completed and approved, and subsequent to this agreement becoming effective.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, THE CITY and THE COUNTY agree as follows:

Page 1 of 4

1. That the HERMITS LAKE AREA is approximately described by the attached Exhibit "A".
2. That THE CITY'S only obligation will be to receive domestic wastewater from HERMITS LAKE AREA at the connection point as described herein at the flow rates proscribed below. THE COUNTY shall be responsible for all construction and maintenance of all infrastructure and improvements within HERMITS LAKE AREA.
3. THE CITY will accept and treat residential wastewater flow from HERMITS LAKE AREA, at an average flow rate not to exceed 100 gallons per minute (gpm) at any given time at the single point of connection. The method of calculation of AVERAGE FLOW and TOTAL FLOW shall be presented in accordance with Exhibit "B" which is attached hereto.
4. That THE CITY will issue monthly bills to THE COUNTY for the treatment of the domestic wastewater received from HERMITS LAKE AREA in accordance with Ordinance No. 1204 H-1 (City rate plus 25% for out of City customer) for wastewater treatment provided. Thereafter, THE COUNTY will pay all invoices within thirty (30) days of receipt and shall then be responsible for collection from residents.
5. That THE CITY shall have final design approval only of the connection point, metering and flow control devices to be installed at the expense of THE COUNTY. THE COUNTY agrees to calibrate said meter(s) in accordance with specifications and schedules set forth in Exhibit "B" which is attached hereto. Any metering device(s) shall be owned by THE COUNTY, installed by THE COUNTY and shall be maintained by THE COUNTY. However, THE CITY shall read the meter(s) for purposes of determining the monthly bill and said meter(s) shall be read on or about the first day of each month.
6. That the flow meter(s) referenced above shall be installed at a single point located on Exhibit "B" which is attached hereto.
7. THE CITY reserves the right to examine, test and inspect all aspects of the infrastructure design and installation by THE COUNTY for the collection and transfer of domestic wastewater from the HERMITS LAKE AREA.
8. That THE COUNTY shall be responsible for the construction of all infrastructure necessary for the collection and transfer of the domestic wastewater from each residence to the point of connection. The point of connection is defined as "that point where the sanitary sewer discharge line from the Hermits Lake area intersects the City of Crown Point Corporate Limit" and is shown on the appropriate sheets in the design drawings on Exhibit "A" which is attached hereto.
9. That this agreement is separate and distinct from any annexation considerations. Should annexation of the HERMITS LAKE AREA by THE CITY be contemplated at some future time, the management of wastewater from the HERMITS LAKE AREA shall be considered and included in the annexation proceedings as deemed appropriate at that time.

Page 2 of 4

Order #20 Agenda #27 cont'd

10. That THE COUNTY will be responsible to pay to THE CITY a one time tap-in fee of \$1,920.00 X 1.25 = \$2,400.00 per residence; 205 residences X \$2,400.00 = \$492,000.00 which is an initial cost to THE COUNTY. However, this amount is subject to a deferred tap-in fee reduction of 25% as indicated in paragraph 11 below.

11. To ensure full and timely payments by THE COUNTY to THE CITY, this initial tap-in fee is being reduced and deferred by a one time discount of 25%. Therefore, the initial tap-in fee from THE COUNTY to THE CITY is \$396,000.00 and shall be paid to THE CITY by THE COUNTY at any time prior to the physical transportation of any waste water into THE CITY'S sewer system. The deferred amount shall continue indefinitely as long as THE COUNTY pays THE CITY all current sewage charges due and owing within 90 days of any billing by THE CITY to THE COUNTY. In the event that THE COUNTY fails to pay THE CITY for any sewage charges billed within 90 days of said billing, then THE CITY, at its option, may assess and collect from THE COUNTY the deferred amount herein.

12. The initial tap-in fee referred to in paragraph 11 above shall be paid by THE COUNTY to THE CITY no later than the 1st day of October, 2015.

13. There are several undeveloped lots within the HERMITS LAKE AREA. Should residences be constructed on these lots, the tap-in fee per the current City Ordinance shall be paid to THE CITY before a building permit is issued.

City of Crown Point, Indiana, by its Board of Public Works

Date: 9-9-15

[Signature]
HONORABLE DAVID D.F. URAN, MAYOR

Date: 9-9-15

[Signature]
ROBERT CLEMONS, MEMBER

Date: 9-9-15

[Signature]
MIKE CONQUEST, MEMBER

Date: 9-9-15

[Signature]
RANDY PALMATEER, MEMBER

Date: 9-9-15

[Signature]
TIM GRZYCH, MEMBER

Lake County, Indiana, by its Board of Commissioners

Date: 9-16-15

[Signature] D.H.
ROOSEVELT ALLEN, JR., 1st DISTRICT

Date: 9-16-15

[Signature]
GERRY SCHEUB, 2nd DISTRICT

Date: 9-16-15

[Signature]
MIKE REPAY, 3rd DISTRICT

Order #21 Agenda #28

In the Matter of L C B.O.C. – Real Property Tax Collection Services Agreement between Jewell Harris, Jr. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected.

Repay made a motion, seconded by Scheub, to approve the Real Property Tax Collection Services Agreement between Jewell Harris, Jr. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected. Motion carried.

Order #21 Agenda #29

In the Matter of L C B.O.C. – Real Property Tax Collection Services Agreement between Alexander Lopez and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected.

Repay made a motion, seconded by Scheub, to approve the Real Property Tax Collection Services Agreement between Alexander Lopez and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected. Motion carried.

Order #21 Agenda #30

In the Matter of L C B.O.C. – Real Property Tax Collection Services Agreement between Martin A. Wachel and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected.

Repay made a motion, seconded by Scheub, to approve the Real Property Tax Collection Services Agreement between Martin A. Wachel and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the period of July 1, 2015 to March 31, 2016 in the amount of 10% of the taxes, penalties and interest collected. Motion carried.

Order #22 Agenda #31

In the Matter of L C B.O.C. – Proposals under advisement for Mitsubishi Installation Heating and Cooling project at the Parramore Building. Letter of recommendation to Stevens Engineering & Constructors in an amount not to exceed \$199,999.00.

Repay made a motion, seconded by Scheub, to accept the recommendation to award **Stevens Engineering & Constructors**, 5997 Carlson Ave, Portage, IN 46368, with \$199,999.00 for Mitsubishi Installation Heating and Cooling project at the Parramore Building, being the low bidder of three proposals received by Mr. Rehder. Motion carried.

Letter of Recommendation

September 14, 2015

Board of Commissioners
Of the County of Lake
Lake County Government Center
2293 N Main Street
Crown Point, IN 46307

Subject: Proposals

Dear Commissioners:

I would like to recommend awarding Stevens Eng. & Constructors. In the amount of \$199,999.00 as Low Bid for the Parramore Lake county Mitsubishi Installation Heating and Cooling Project. If you have any questions, please let me know.

The results were as follows:

Stevens Eng. & Constructors	total \$199,999.00
Johnson Controls, Inc.	total \$272,363.00
Correct Mechanical	total \$237,550.00

Sincerely yours,

Robert Rehder

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN/dh
Gerry Scheub/vd
Michael Repay/kb

APPROVED THIS 16TH DAY OF SEPTEMBER 20 15

Order #22 Agenda #32

In the Matter of L C B.O.C. – Proposals under advisement for the Gary Courthouse New Camera System. Letter of recommendation to Tri-Electronics, Inc. in an amount not to exceed \$15,743.00.

Repay made a motion, seconded by Scheub, to accept the recommendation to award **Tri-Electronics, Inc.**, 6231 Calumet Ave, Hammond, IN 46324, in an amount not to exceed \$15,743.00 for the Gary Courthouse New Camera System, being the low bidder of two proposals received by Mr. Rehder. Motion carried.

Letter of Recommendation

September 14, 2015

Board of Commissioners
Of the County of Lake
Lake County Government Center
2293 N Main Street
Crown Point, IN 46307

Subject: Proposals

Dear Commissioners:

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN/dh
GERRY SCHEUB/vd
MICHAEL REPAY/kb
APPROVED THIS 16TH DAY OF SEPT. 20 15

Order #22 Agenda #32 cont'd

I would like to recommend awarding Tri-Electronics, Inc. in the amount of \$15,743.00 as Low Bid for the Gary Courthouse New Cameras System. If you have any questions, please let me know.

The results were as follows:

TRI-ELECTRONIC, Inc.	total \$15,743.00
ATN TECHNOLOGY, Inc.	total \$24,938.00

Sincerely yours,
Robert Rehder

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN/dh
Gerry Scheub/vd
Michael Repay/kb
APPROVED THIS 14TH DAY OF SEPT. 20 15

Order #22 Agenda #33

In the Matter of L C B.O.C. – Proposal from Korellis Roofing for reroofing the Voters Garage in an amount not to exceed \$53,174.00.

Repay made a motion, seconded by Scheub, to accept the recommendation to award **Korellis Roofing**, 1333 –169th Street, Hammond, IN 46324, in an amount not to exceed \$53,174.00 for the reroofing of the Voters Garage at the Lake County Government Center. Motion carried.
Letter of Recommendation

September 14, 2015

Board of Commissioners
Of the County of Lake
Lake County Government Center
2293 N Main Street
Crown Point, IN 46307

Subject: LCG Center Voters Garage

Dear Commissioners:

I would like to recommend awarding Korellis Roofing In the amount of \$53,174.00 for the reroofing of the Voters Garage. If you have any questions, please let me know.

The results were as follows:

Sincerely yours,
Robert Rehder

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
ROOSEVELT ALLEN/dh
Gerry Scheub/vd
Michael Repay/kb
APPROVED THIS 16TH DAY OF SEPTEMBER 20 15

Order #23 Agenda #34

In the Matter of L C B.O.C. – Officials Bond for Merrilee D. Frey, Lake County Coroner to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Officials Bond for Merrilee D. Frey, Lake County Coroner. Recorded as Doc No. 2015 064972. Motion carried.

Order #24 Agenda #35

In the Matter of L C B.O.C. – Revised County Form 15, specifications for the return of bids for supplies, materials, service, equipment and other tangible items.

Repay made a motion, seconded by Scheub, to approve the Revised County Form 15, Specification for the return of bids for Supplies, Materials, Service, Equipment and other Tangible Items. Motion carried.

Order #24 Agenda #36

In the Matter of L C B.O.C. – Revised County Form 16, specifications for the return of bids for public construction.

Repay made a motion, seconded by Scheub, to approve the Revised County Form 16, Specifications for the Return of Bids for Public Construction. Motion carried.

Order #25 ADD Agenda #36A

In the Matter of L C B.O.C. – Specification for the L C Juvenile Center Control Project to be advertised. Bids to be returned by Wednesday, October 21, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the specifications for the Lake County Juvenile Center Control Project for the return of bids by Wednesday, October 21, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #26 Agenda #37A

In the Matter of Minutes: A. Regular Meeting, Wednesday, August 19, 2015.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting held Wednesday, August 19, 2015. Motion carried.

Order #26 Agenda #41

In the Matter of Poor Relief Decisions

Repay made a motion, seconded by Scheub, to approve the Poor Relief Decisions of the Hearing Officer. Motion carried.

Quincy Clarke	Denied for appellant's failure to appear
Ashonnie Cotton	Denied for appellant's failure to appear
Stephenia Durr	Denied for appellant's failure to appear
Monica Taley	Approved/partial
Stephanie Givens	Approved/partial
Reagan Grant	Denied for appellant's failure to appear
Ray Shuler	Approved
Tikisha Vaughn	Denied for appellant's failure to appear
Tonette Neal	Remanded to township for further consideration and review
April Anderson	Approved
Ashonnie Cotton	Denied
Monica Taley	Approved (Home Visit)
Brandi McCoy	Approved/partial
Donald McKinnie	Remanded to township for further consideration and review
Larry Russell	Approved on condition
Brandy L Soberg	Denied
Charlette Taylor	Approved
Carlisha Wheatley	Denied for appellant's failure to appear
Johnell Williams	Approved (Serenity House)
Ronald Davis	Approved/partial
Linda Terlance	Approved
Latisha Tord	Approved/partial
Tiffany Hassell	Approved on condition
Gloria Lewis	Denied
Donald McKinnie	Denied
Karen Nelson	Denied for appellant's failure to appear
Renee Swire	Remanded to township for further consideration and review
Ronnica Taylor	Remanded to township for further consideration and review
Tikisha Vaughn	Approved
Cheryl Wright	Approved on condition
Anita Zurarvski	Approved/partial

Order #26 Agenda #42

In the Matter of Pay immediate (hand cut) Checks: August, 2015.

Repay made a motion, seconded by Scheub, to approve the log of the pay immediate (hand cut) checks from August, 2015 submitted by Auditor's Office Bookkeeping Supervisor. Motion carried.

Order #27 Agenda #39

In the Matter of Lake County Council Ordinances and Resolutions.

Repay made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council. Motion carried.

L C Council	Memorandum of Understanding
Ordinance No. 1379C-12	Ordinance Amending The Lake county Part-Time Employees Pay Rate Ordinance for 2015, Ordinance No. 1379C
Ordinance No. 1379C-13	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance for 2015, Ordinance No. 1379C
Ordinance No. 1388A	Ordinance Establishing the Local Service Filing Fee For Annual Certification of Exempt Property Pursuant to I.C. 6-1.1-3-7.3 Fund, A Non-Reverting Fund
Ordinance No. 1388B	Ordinance Establishing The Local Service Filing Fee For Annual Certification of Exempt Property Pursuant To I.C. 6-1.1-3-7.3
Ordinance No. 1388C	Ordinance Granting The Recorder's Request To Use Monies From The Recorder's Record Perpetuation Fund To Supplement The Recorder's 2016 Budget
Ordinance No. 1388D	Ordinance Repealing and Rescinding The Lake County Ordinance Establishing Taxpayer Penalty For Failure To Appear At Property Reassessment Hearing, Ordinance No. 1387C
Resolution No. 15-99	Resolution In Support of October As Breast Cancer Awareness Month
Resolution No. 15-100	Resolution In Support of September As Prostate Cancer Awareness Month
Resolution No. 15-101	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2014 Courthouse Invoices/Debts From The 2015 Budget
Resolution No. 15-102	Resolution Supporting The United Steel Workers of America

Order #28 Agenda #43A

In the Matter of Appointments: A. Certificate of Appointment from appointment made on August 19, 2015 to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Certificate of Appointment from appointment made on August 19, 2015 (Ronald Ware, Jr. Little Calumet River Basin Development Commission). Motion carried.

Order #29 Agenda #43B

In the Matter of Appointments: B. Judicial Nominating Commission-Consensus Appointment (1).

Scheub made a motion, seconded by Repay, to defer. Motion carried.

The next Board of Commissioners Meeting will be held on Wednesday, October 21, 2015 at 10:00 A.M.

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

The following officials were Present:
Attorney John Dull
Brenda Koselke

ROOSEVELT ALLEN Jr., PRESIDENT

MICHAEL REPAY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR