

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 16th day of October, 2015 at about 3:15 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16th day of October, 2015 at about 3:15 p.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/5D-E

In the Matter of Notices/Agenda: Additions, deletions and/or corrections to Agenda for 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 #6F – FEMA National Flood Insurance Program, Item #29D – T&M Tire Service, Inc., Item #55A – Cooperative Extension Building Project Adoption of Plot of Survey and Legal Description, #55B – Cooperative Extension Building Project Approval of Site Selection, Item #57A – Request from retired Police Officer Cathy L. Hrebenyak-Rodriguez for her service weapon, Item #57B – 2015 Emergency Management Performance Grant Program – Local Base Grants Subrecipient Agreement, CFDA #97.042, Contract #14703 between the Indiana Department of Homeland Security and the Board of Commissioners of the County of Lake for the Period of October 1, 2015 to June 30, 2016 in an amount not to exceed \$5,106.15; Item #32A – Prescribed Contract for Computer Software Services and Equipment between XSoft, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor; Corrections – none; Deletions – Number 11, and ordered same to approve and matter of public record the Final Agenda as amended and a matter of public record the Certificate of Service of Meeting Notice. Motion carried.

Order #3 Consent Agenda

In the Matter of Consent Agenda – Items #6A a-h; #6B; #6C; #6D; #6E; #6F; #21.

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; #6D; #6E; #6F; #21). 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 (Tube City IMS, LLC; US Steel – Gary Works; United Transportation Group, Inc.; Buckeye Terminals, LLC; Praxair, Inc.; Marathon Petroleum Co. LP; Walsh & Kelly, Inc.; Saco Industries, Inc.; Vision Integrated Graphics Group, LLC; The Premcor Pipeline Co.; Northern Indiana Public Services Company (NIPSCO) – North Hayden Substation; BP Products North America, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

In the Matter of IDEM: Indiana Department of Natural Resources.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Natural Resources (Donated parcel – 116 Pipeline Drive, Griffith, IN, St. John Township, Lake County, IN 45-11-03-201-021.000-006). Motion carried.

Order #3 Consent Agenda #6A-c

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 (SRI Inc.; CPM Construction Planning & Management, Inc.; Versitle Construction; Foster & Sons, Inc.; Telephone Plus, Inc.; Lone Star Transportation, LLC; Purdue University; Helton Homes and Faith Homes Armored Enterprises Inc. d/b/a*; Expert Pool Builders LLC; BKM Services, Inc.; Ziese & Sons Excavating, Inc.; Calumet City Plumbing & Heating Co., Inc.; Watson Furniture Group, Inc.; Ruane Construction, Inc.; Lafayette Materials Management Co., Inc. dba LAMMCO; W.A. Lynch Construction, LLC dba Lynch). Motion carried.

Order #3 Consent Agenda #6A-d

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 (Expert Pool Builders LLC; Versitle Construction Group, LLC; Wilkin Insulation Co.; Actin Inc.). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of IDEM: Reinstatement Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Actin Contracting LLC; Priority Landscape and Maintenance; TGB Unlimited, Inc. dba S/T Bancroft Electric). Motion carried.

Order #3 Consent Agenda #6A-f

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 (Great Lakes Pleasure Pools Management LLC; Precision Wall Systems Inc.; Brookview Enterprises LLC; O.K. Heating, Inc.; Battaglia Industries, Inc.; Men In Black Seal Coating; Pro Edge Painting Company LLC; Dennis Holsapple dba Ram Services; TGB Unlimited, Inc. dba S/T Bancroft Electric; Ackerman's Landscaping; R&R Sewer Water & Excavating Inc.; Hampton Iron Works, Inc.; Brown & Sons Custom Carpentry Remodeling; Blasco Flooring; Carlisle Utility Contractors, Inc.; Lake Shore Floor Covering Corp; G&J Services Group, Inc. dba Best Construction Services Inc.; Actin Contracting LLC; B&K Concrete & Construction Inc.; MVP Erectors, LLC). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of IDEM: Federal Emergency Management Agency Map Panels Affected.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Federal Emergency Management Agency Map Panels Affected (FHDs – Flood Hazard Determinations). Motion carried.

Order #3 Consent Agenda #6A-h

In the Matter of IDEM: Merrillville Board of Zoning Appeals notice of public hearing.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Merrillville Board of Zoning Appeals notice of public hearing (6:30 P.M., Wednesday, September 23, 2015, Merrillville Municipal Complex). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Standard Items: Vendor Qualification Affidavits.

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

CROSSROADS INSPECTION SERVICE, LLC
GREEN TREE PLASTICS, LLC
SAFEWAY SERVICES, LLC
SHARED ETHICS ENTITY IGA
ARVIA APPRAISALS, LLC
PLANET DEPOS, LLC
INTERNATIONAL TEST & BALANCES, INC.
KOBALTEC, LLC
AEROPTIX, LLC
BANNER SALES AND CONSULTING, INC.
JOHNSON'S FARM PRODUCE
NATIONAL TELECOM DEPLOYMENTS, LLC
VICKI SWITZER
CAPITAL IV MARINA
JCOM IMPORT CORP
BROOKER CONTRACTING, INC.
LINCOLN COMPANY, LLC
AMERICOPY, INC.
STANZ FOOD SERVICES

Order #3 Consent Agenda #6C

In the Matter of Lake County Treasurer's Report for the month of September, 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 September 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 September 2015 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Official Statement dated September 16, 2015 – Lake County, Indiana \$12,000,000 General Obligation Bonds, Series 2015A (Building Project).

Repay made a motion, seconded by Scheub, to make a matter of public record the Official Statement dated September 16, 2015 – Lake County, Indiana \$12,000,000 General Obligation Bonds, Series 2015A (Building Project). Motion carried.

Order #3 Consent Agenda #6E

In the Matter of Official Statement dated September 16, 2015 – Lake County, Indiana \$7,000,000 General Obligation Bonds, Series 2015B (Highway Project).

Repay made a motion, seconded by Scheub, to make a matter of public record the Official Statement dated September 16, 2015 – Lake County, Indiana \$7,000,000 General Obligation Bonds, Series 2015B (Highway Project). Motion carried.

Order #3 Consent ADD Agenda #6F

In the Matter of FEMA National Flood Insurance Program.

Repay made a motion, seconded by Scheub, to make a matter of public record the FEMA National Flood Insurance Program. Motion carried.

Order #3 Consent Agenda #21

In the Matter of L C Highway – Certificates of Liability Insurance to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the following Certificates of Liability Insurance on behalf of the Highway Department. Motion carried.

- A. LGS Plumbing, Inc.
- B. The Things We've Seen
- C. Homer Tree Service Incorporated
- D. CenturyLink, Inc.
- E. Rose Cartage Services, Inc.
- F. UV Logistics, LLC
- G. Dyer Construction Company, Inc.
- H. V & H Excavating Company, Inc.
- I. Meade Electric Co., Inc.
- J. Monroe Pest Control Co., Inc.
- K. Prestress Services Industries, LLC
- L. LaPorte Construction Co., Inc.
- M. Krooswyk Trucking & Excavating, Inc.
- N. Tri-Union Express, Inc.
- O. Frontier Communications Corporation
- P. Gaskill & Walton Construction
- Q. R&R Excavating, Inc.
- R. Baseline NXC, LLC
- S. Smith's Specialized Heavy Hauling, Inc.
- T. UVL Acquisition Holding, LLC d/b/a United Vision Logistics
- U. Ellas Construction Company, LLC
- V. Anker Trucking, Inc.
- W. Robert J. Delco, Inc. dba B&D Sewer & Backhoe Service
- X. Line Star Transportation, LLC
- Y. Holthaus Truck Service, Inc.
- Z. Arcadis U.S., Inc.

Order #4 Agenda #55

In the Matter of L C B.O.C. – Name Architect and Project Supervisor for Cooperative Extension Construction Project.

Scheub made a motion to select **DLZ, Indiana** as the Architect firm to do the design work for the new Co-Op & Purdue Extension Building Construction Project, Repay seconded the motion. Motion carried 3-0.

Order #5 Agenda #55A & 55B

In the Matter of L C B.O.C. – Cooperative Extension Building Project Adoption of Plat of Survey and Legal Description; Cooperative Extension Building Project Approval of Site Selection.

Comes now, Attorney Dull, Juan Lopez, Surveyor/Administrator L C Surveyor Office, before the Board of Commissioners, with the Plat of Survey drawings of the 10 acres of land this new building will be located on, commonly known as 91st & Chase Street, Scheub made a motion, seconded by Repay, to accept the location as platted. Motion carried.

Comes now, Attorney Dull, before the Board of Commissioners, recommending the Commissioners allow Attorney Joe Irak to move expeditiously processing any and all applications with the City of Crown Point for planning, zoning and building permits necessary for the Construction Project of the Co-Op & Purdue Extension Building, Scheub made a motion, seconded by Repay, accepting the recommendation of Attorney Dull as so stated. Commissioner Allen followed the motion with a statement directed to the members of the Media present regarding the approval of the Construction of the New Facility for Purdue Co-Op. Attorney Dull also mentioned the Lease owner of the current facility has been notified of non-renewal. Motion carried.

Order #6 Agenda #7

In the Matter of L C B.O.C. – HP/VMware Support Agreement between Bucher Tech and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of October 1, 2015 to September 30, 2016 in an amount not to exceed \$4,400.00 to be paid quarterly in the amount of \$1,100.00 per quarter to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the HP/VMware Support Agreement between Bucher Tech and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of October 1, 2015 to September 30, 2016 in an amount not to exceed \$4,400.00 to be paid quarterly in the amount of \$1,100.00 per quarter. Motion carried.

Order #7 Agenda #8

In the Matter of L C 911 – Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for mobile and portable radios for the Lake County Hasmat Team in the amount of \$53,714.78 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for mobile and portable radios for the Lake County Hasmat Team in the amount of \$53,714.78. L C 911 Director present/spoke. Motion carried.

Order #7 Agenda #9

In the Matter of L C 911 – Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for portable radios for the Rural Fire Departments in the amount of \$104,840.20 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for portable radios for the Rural Fire Departments in the amount of \$104,840.20. L C 911 Director present/spoke. Motion carried.

Order #7 Agenda #10

In the Matter of L C 911 – Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for pagers for the Shelby Fire Department in the amount of \$11,025.00 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Change Order to the agreement between Motorola Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for pagers for the Shelby Fire Department in the amount of \$11,025.00. L C 911 Director present/spoke. Motion carried.

L C 911 : Mr. Hitchcock, L C 911 Director, update; as of 3:30 a.m. Lake County 911 is in full operation providing services to 460k residents of Lake County, making Lake County, out of 139 Districts in the Chicago Metro Area, the 4th largest and in the State of Indiana the 2nd largest 911 Dispatch Center. Mr. Hitchcock also thanked the Board of Commissioners for all their patience and support for this success.

Order #8 Agenda #12

In the Matter of L C Highway – Offer from American Timber Bridge to extend their 2015 Treated Timber Bridge Material Bid through the year 2016 at the 2015 rates. (A. If number 12 is accepted then make a motion to remove number 13O).

Repay made a motion, seconded by Scheub, to approve the acceptance of the Offer from American Timber Bridge extending their 2015 Treated Timber Bridge Material Bid through the year 2016 at the 2015 rates. Motion carried.

Repay made a motion, seconded by Scheub, to remove Item #13O. Motion carried.

Order #9 Agenda #13

In the Matter of L C Highway – Specifications as listed below for the year 2016 to be advertised. Bids to be returned by Tuesday, November 17, 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 as listed below for the year 2016 on behalf of the Lake County Highway Department for the return of bids by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

- A. Aggregate (Limestone) Delivered
- B. Aggregate (Limestone) Picked Up.
- C. Back-Fill Material "B" Borrow Delivered
- D. Back-Fill Material "B" Borrow Picked Up.
- E. Beet Heet or approved equal Deicing Chemical.
- F. Ice Control Aggregate Blast Furnace Slag.
- G. Gasoline & Diesel Fuel Delivered to either Crown Point or Lowell Garage.
- H. Liquid Calcium Chloride.
- I. Mulch Seeding (Delivered and Applied)
- J. New Tires, Tire Repair and Recapping.
- K. Painted Pavement Markings on selected County Roads
- L. Plastic Culverts
- M. SMP Cold Patch Mix for Patching (Picked Up)
- N. Traffic Signs and Accessories
- P. Vegetation Management

Order #10 Agenda #14

In the Matter of L C Highway – RFP: 2016 Fire Alarm and Fire Sprinkler Services from the following.

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Fire Alarm and Fire Sprinkler Services for the year 2016 for the Lake County Highway Department for the return of proposals by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

- A. 3-S Inc. Engineered Protection Systems
- B. ABC Fire and Burglar Alarm System
- C. Alert Alarm
- D. Johnson Controls, Inc.
- E. Orr Protection
- F. Tyco Fire and Safety

Order #11 Agenda #15

In the Matter of L C Highway – Specifications: Replacement of Lake County Bridge #221, State Line Road over Williams Ditch to be advertised. Bids to be returned by Tuesday, November 17, 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 Replacement of Lake County Bridge #221, State Line Road over Williams Ditch for the Lake County Highway Department for the return of bids by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #12 Agenda #16

In the Matter of L C Highway – Request for permission to lease/purchase a 2015 Ford Edge SE, AWD from Smith Ford in Lowell, Indiana through the Master Lease Agreement with PNC Equipment Finance #192315000 in the amount of \$26,532.00.

Order #12 Agenda #16 cont'd

Comes now, Highway Superintendent, before the Board of Commissioners requesting approval of a lease/purchase whereas the previous dealer could not provide as needed, and for the Department to go with Smith Ford Lowell, IN.

Repay made a motion, seconded by Scheub, to approve the Request for permission to lease/purchase a 2015 Ford Edge SE, AWD from Smith Ford in Lowell, Indiana through the Master Lease Agreement with PNC Equipment Finance #192315000 in the amount of \$26,532.00 for the Lake County Highway Department. Motion carried.

Order #13 Agenda #17

In the Matter of L C Highway – Request for permission to purchase Untreated Road Salt under the Quality Purchase Agreement with the State of Indiana for the 2015/2016 winter season in the amount of \$65.92 per ton from Compass Minerals America, Inc.

Repay made a motion, seconded by Scheub, to approve the L C Highway – Request for permission to purchase Untreated Road Salt under the Quality Purchase Agreement with the State of Indiana for the 2015/2016 winter season in the amount of \$65.92 per ton from Compass Minerals America, Inc. Motion carried.

Order #14 Agenda #18

In the Matter of L C Highway – Project Coordination Contract EDS #:A249-16-L150183, Des No.: 9980080, CFDA No.: 20.205 between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Intersection Improvement for 45th Avenue Phase III from Colfax to Whitcomb. The estimated amount for the LPA Local Match for the construction and construction inspection at 20% is \$1,533,120.00.

Repay made a motion, seconded by Scheub, to approve the Project Coordination Contract EDS #:A249-16-L150183, Des No.: 9980080, CFDA No.: 20.205 between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Intersection Improvement for 45th Avenue Phase III from Colfax to Whitcomb. The estimated amount for the LPA Local Match for the construction and construction inspection at 20% is \$1,533,120.00. Motion carried.

Order #15 Agenda #19

In the Matter of L C Highway – Change Order #1 and final change order between Ellas Construction Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #89, 101st Avenue over Deep River in the amount of \$13,531.95.

Repay made a motion, seconded by Scheub, to approve Change Order #1 and final change order between Ellas Construction Company, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #89, 101st Avenue over Deep River in the amount of \$13,531.95. Motion carried.

Order #16 Agenda #20

In the Matter of L C Highway – Road Cut Permit between NIPSCO and the Board of Commissioners of the County of Lake for Clay Street South of State Road 2.

Repay made a motion, seconded by Scheub, to approve the Road Cut Permit between NIPSCO and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Clay Street South of State Road 2. Motion carried.

Order #17 ADD Agenda #57A

In the Matter of L C B.O.C. – Request from retired Police Officer Cathy L. Hrebenyak-Rodriguez for her service weapon.

Comes now, Officer Cathy L. Hrebenyak-Rodriguez, retired, before the Board of Commissioners, having retired August 2011, requesting her service weapon.

Repay made a motion, seconded by Scheub, to approve the request of retired Police Officer Cathy L. Hrebenyak-Rodriguez for possession of her service weapon. Motion carried.

Order #18 Agenda #22

In the Matter of L C Sheriff – Specifications: Food, Bread & Dairy Products for the period of January 1, 2016 to June 30, 2016 to be advertised. Bids to be returned by Tuesday, November 17, 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 Food, Bread & Dairy Products for the period of January 1, 2016 to June 30, 2016 for the Lake County Jail/Sheriff for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Order #19 Agenda #23

In the Matter of L C Sheriff – RFP: Garage & Motor Supplies for the year 2016 from the following.

Repay made a motion, seconded by Scheub, to approve the request to seek proposals for Garage & Motor Supplies for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Order #20 Agenda #24

In the Matter of L C Sheriff – Specifications: Gasoline for the year 2016 to be advertised. Bids to be returned by Tuesday, November 17, 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 specifications for Gasoline for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Order #20 Agenda #25

In the Matter of L C Sheriff – RFP: Jet A Fuel from the Griffith Airport for the year 2016. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Order #20 Agenda #25 cont'd

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Jet A Fuel from the Griffith Airport for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Order #20 Agenda #26

In the Matter of L C Sheriff – RFP: Correctional Officers Uniforms for the year 2016. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Correctional Officers Uniforms for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

A&J Uniforms Sklarewitz Uniforms Star Uniform

Order #20 Agenda #27

In the Matter of L C Sheriff – RFP: Officers Uniforms for the year 2016. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Officers Uniforms for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

A&J Uniforms Sklarewitz Uniforms Star Uniform

Order #20 Agenda #28

In the Matter of L C Sheriff – RFP: Oil & Lubricants for the year 2016. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Oil & Lubricants for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Pinkerton Oil Co., Inc. Superior Petroleum Products Warren Oil Co., Inc.

Order #20 Agenda #29

In the Matter of L C Sheriff – RFP: Tires and Tubes for the year 2016. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the seeking of proposals for Tires and Tubes for the year 2016 for the Sheriff's Department for the return of bids by Tuesday, November 17, 2015 in the Lake County Auditor's Office. Motion carried.

Brown Tire Levin Tire Tredroc Tire Services T&M Tire Service, Inc.

Order #21 Agenda #30

In the Matter of L C Sheriff – Managed Services Agreement between Fusion and the Board of Commissioners of the County of Lake in the amount of \$1,150.00 per month from October 7, 2015 to March 6, 2016 and from March 7, 2016 to December 31, 2016 in the amount of \$1,000.00 per month.

Repay made a motion, seconded by Scheub, to approve the Managed Services Agreement between Fusion and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$1,150.00 per month from October 7, 2015 to March 6, 2016 and from March 7, 2016 to December 31, 2016 in the amount of \$1,000.00 per month. Motion carried.

Order #22 Agenda #31

In the Matter of L C Juvenile Center – Specification: Food, Bread & Dairy Products for the period of January 1, 2016 to June 30, 2016 to be advertised. Bids to be returned by Tuesday, November 17, 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 Food, Bread & Dairy Products for the period of January 1, 2016 to June 30, 2016 for the return of bids by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #23 Agenda #32

Lake County Assessor – Computer Assisted Mass Appraisal (CAMA) Software; Prescribed Contract for Computer Software, Services and Equipment between XSoft, Inc. and the Board of Commissioners of the County of Lake in the amount not to exceed \$375,000.00. Letter of recommendation.

Comes now, before the Board of Commissioners, Mr. Prince, Lake County Assessor, recommending approval of the Prescribed Contract for Computer Software, Services and Equipment between XSoft, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor in an amount not to exceed \$375,000.00.

Comes now, Latonya Spearman, Assessor Chief Deputy present to address questions, spoke in regard to said matter, explaining the detailed research, meetings, surveys and conferences, meetings have been held with several other Township Assessor's, addressing any concerns or issues at the time and after final decisions made the RFP was prepared. Latonya continued, summarizing the process and steps taken that lead to the request of approval of this Contract with XSoft, Inc.

Comes now, Commissioner Scheub, with questions to the County Assessor and its Representatives, expressions vital questions and concerns as it relates to the Computer Assisted Mass Appraisal (CAMA) Software submitted by XSoft for approval, asking first, On the new Contract, are the Sales Disclosure Forms included, are they in the Contract?, yes, Latonya replied. Mr. Prince, also replied, stating, actually that iDox is not going to be used, the new software/vendor has the ability to perform the functions of iDox built within the program itself, Scheub asked, what is that called?, Prince replied, it's called (the system itself)

Order #23 Agenda #32 cont'd

XSoft, Inc. Scheub, Is that in the Contract? Yes. Scheub, Is there additional cost? No., replied by Mr. Prince. Scheub, Will they have that available from the start? Prince replied, Yes, we have to have it, it's one of the State requirements. Scheub, If the DLGF or the State requires revisions, who will have to pay cost, the County or XSoft? Latonya, replied, so I think you're asking, if the State changes the requirements and there's changes that have to be made to the software, who is responsible.....the vendor is. Scheub, is that in the Contract? Latonya, replied, "it is", adding, "for the past three weeks we've poured through this contract and we've compared it to our current vendor along with the assistance of Mark Pearman Lake County Data Dept. and our project manager because there were some technical things that go beyond our expertise, we did contract a consultant to help us along with some other processes in the office, so we have definitely done our due diligence and that Commissioner is definitely..... Scheub, well I want to do mine too, but I just have the final Contract at 10 o'clock this morning and been asking for this.....Prince, well Commissioner that's not exactly accurate we supplied in fact and in addition to supplying it, Latonya, has reached out to everybody constantly.....Scheub, I understand that, but I have been asking Brenda for the last week if she had the Contract and she never had a contract....Prince, it was provided in a packet that was emailed to you, actually specific to you.....Scheub, no, not this Contract, you have two signatures on here and mine's no on there and if I would've gotten it, I would've saw that.....Prince, well no, not that, that was an in-house thing....Scheub, I want to see the final contract, I think I have a right to see it, Prince, you absolutely did, but there was no difference in the Contract....Scheub, I don't know that, and I still don't know that....Prince, thanks Commissioner, we apologize. Scheub, on the website, we have property max right now, is that going to be included also in the new Contract? Prince, the current vendor or the proposed vendor actually includes the web functions as part of the Contract also. Scheub,...and that's in the Contract? Prince, yes, sir. Scheub, historical data, are we going to have to use two companies for that? Prince, replied, "for a very very short period and I think that period will actually expire before the year begins" (2016), "there's an ability of the proposed vendor to actually extract the information that we'll need, so we'll certainly have access to it for the prescribed period that the State suggests that we should maintain that data". Scheub, there's a 90-day provision that we have to inform them that we're stopping their Contract, has that been done? Prince, we haven't done it because we haven't had complete approval. Scheub, so we'll be going into the first of the year with two software's? Prince, yes sir, about the first of the year, Latonya added, that's typical practice for any County that converts from one software vendor to another, you have to retain the services of the previous vendor for a small amount of time thru the conversion process, so that's not something that's unusual. Scheub, on the training, They're paying for two days training right? Response, yes. Scheub, But from when I talk to the Assessor's and everybody, it's going to take a lot longer than two days to learn this, are we paying for the additional training or are they absorbing that cost if our people don't get it in two days, which I don't think they can, who's going to pay for the extra training? Prince, well so let me start with that, this isn't the first conversion that's ever happened Commissioner and all of the previous conversions, the prescribed training is identical to that, so I can understand and appreciate someone suggesting that they "may" not be able to get it, but we're fairly confident they will, there's not very much differences in the system, if you got the first system you should most certainly be able to grasp the second one, secondly we have a couple in-house people who are extremely technically savvy, so we're giving them additional training to be able to go out not only throughout our Office but throughout the Townships to further assist. Scheub, so the County won't have to pay for additional training? Prince, no sir. Scheub, on the ratio study, are they still going to be doing that? Prince, this contract has nothing to do with that, but yes sir. Scheub, we have a server on the house that's not being used now, who's going to pay the thirty five thousand to have that brought up? Prince, we are, the Assessor's Office is going to incur that expense within it's existing budget. Scheub, you have it in your budget? Prince, I do, yes sir. Scheub, 375 is the final not to exceed cost per year, in this Contract? Prince, yes sir. Scheub, I do want to incorporate that in the motion whenever somebody makes the motion. Scheub, how are you going to handle all your support calls? I know they handle small Counties, but we're the second largest, Are they going to have enough staff to handle the support calls that come in? Prince, so that's a really good question, that was one of the concerns that initially prompted us to seek another vendor because the current vendor couldn't provide the type of support that Assessor's thought was adequate, so to that end, the short answer is "yes", they are going to provide support, but from our prospective they're going to be more equip to do it because they are Indiana only, whereas the other one was more of a national company, so we're confident that support will be there. Latonya, added, we're going to have somebody from XSoft that is specifically going to be working with Lake County to assist with any support needs that we may have. Scheub, and the additional servers that are needed, how many more servers, Prince assured that that's been taken care of and Mr. Pearman spoke, adding, as far as servers go, there was no hardware response individuals asked for, so we have a server in Data Processing, a new server, that we could put towards this process which would save the County seventeen thousand dollars, there needs to be approximately thirty thousand dollars in upgrades for that server, Jerome (Prince) assured that the funds would come from Assessor budget, so that equipment and software will be ordered today. Scheub, Mark have you reviewed the final Contract? Mark, yes I looked at the Contract, since yesterday, I don't have any issues with the Contract necessarily, there's always issues with a change this large, that's just what happens in this business, we've had several conversations with the XSoft people they have assured us, such as the training, my staff didn't think there was enough in the bid, XSoft agreed to give us a week of training vs. two days in each office at free of charge, so we worked out a lot of those issues, my major concern here is if you're going to do this we are an extremely tight time frame because what those people do, we pried in to the Tax Bill System, we do not want to get into that issue again where we're behind on tax bills, we've battled for ten years trying to get that.....Scheub, and this has a potential to do that? Mark, it could, it couldn't, but if we're going to do this we need to do it now, as soon as possible, so that we could alleviate any issues that crop up so we have to do it, if we extend this out, we could be asking for it, it's a calendar issue.....Prince, I'd actually like to speak to the whole tax bill delay issue because that absolutely was a concern of ours, in fact, the Auditor and speaking with him on all the occasions that we spoke that was primary concern and rightfully so, the Treasurer has expressed concern and Commissioner Repay and Allen, Latonya, everyone and it's a very valid concern today and we want to just state the typical clean up rate for the data of a conversion of this size we found to be somewhere around 5%, if that holds true and it certainly has appeared to, across the board, then we have complete ample time to address any changes or clean up areas that we need to, as well as the Townships and not to affect on-time billing for the year 2016 payable in 2017, mind you....I think there's some confusion as to what bills we're talking about, some think that this conversion has the potential to affect next year's bills and it simply would not be accurate.....Scheub, year after next....Prince, that's right, thank you. Mark, everyone has assured each other at these round table discussions, what ever effort needs to be put forward to get this done, will be done so yes it's big but it's not undoable, but as I said it needs to be addressed now if you're going to make that change. Scheub, well that's one thing I thought too, we could've waited a little longer and had more time so you didn't have to rush into it, without making sure everything was done properly.....Prince, well Commissioner, that wouldn't necessarily be accurate, because as Mark just suggested, the longer you wait the more you put yourself in jeopardy of not having.....Scheub, no but if we would've waited until next year for the following year, we could have.....Prince, Commissioner the time frame would have been the same...because every year we have certain deadlines that we have to meet at the beginning of the year and everything has a deadline and a process, there is no other ideal time, this is it....we're confident that we've met every requirement and most of all the things that the State require and we're confident.....Scheub, well it took us a long time to get back where we won't have provisional bills or anything we were going good now and all of a sudden we're just opening up ourselves again, so those are my comments and thank you. Latonya, just to add to what Mr. Prince said, this year we've completed our balancing, our roll to the Auditor's, in a more timely fashion that we have in all the years past, so we did everything that we've needed to do up to this point to be able to make this conversion happen, so we have taken all those things into consideration and as I stated previously, we have the best interest of the County in our minds as we know you do as well. I think we're okay, as does Mr. Prince and Mark of Data, we can do it....Scheub, I just want to add, I know there will be a motion to approve, but I would like to add to that (motion) that under no circumstances does this (contract) exceed \$375,000.00 because it is quite larger than what we have now so that's all the questions I have. Prince, so I'd to add to that, I think the motion is appropriate this Contract will not exceed \$375,000.00, but the last part that it exceeds considerably the present software just simply isn't accurate, Latonya's spreadsheet illustrates that's simply not accurate.

Order #23 Agenda #32, 32A cont'd

Repay, made a motion to ratify approval of the Contract, Prescribed Contract for Computer Software, Services, and Equipment between **X-Soft Incorporated**, and the Lake County Assessor and the Board of Commissioners of the County of Lake, and the Department of Local Government Finance in an amount not to exceed \$375,000.00 and ordered same to accept the recommendation of the Lake County Assessor to approve the proposal for Computer Assisted Mass Appraisal (CAMA) Software of XSoft, Inc., 21691 Anchor Bay Drive, Noblesville, IN 46062, being the sole proposal received and letter of recommendation submitted, Allen seconded the motion, motion carries with a 2-1 vote, Scheub - no. Motion carried.

Letter of Recommendation

October 13, 2015

Lake County Commissioners
2293 N Main Street
Crown Point, IN 46307

RE: Computer Assisted Mass Appraisal (CAMA) Software

Dear Commissioners:

The Office of the Lake County Assessor submitted a request for proposals to the public at large satisfying the advertising and proposal process. This request included specific criteria regarding the areas of service required. There was only one proposal received.

Upon its review, we respectfully request the proposal for the Computer Assisted Mass Appraisal (CAMA) Software submitted by XSoft be approved

Thank you for your consideration.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Sincerely,

Jerome A. Prince
Lake County Assessor

ROOSEVELT ALLEN, Jr.
MICHAEL REPAY
APPROVED THIS 21ST DAY OF October 20 15

Print Form

PRESCRIBED CONTRACT FOR COMPUTER SOFTWARE, SERVICES, AND EQUIPMENT

This Contract is entered into by and between X-Soft Incorporated
("Contractor," which term shall include the Contractor's principals), the Lake
County Assessor and the Board of County
Commissioners of Lake County, Indiana (hereinafter jointly and severally the
"County," which term shall also mean Lake County, Indiana), and the Department
of Local Government Finance ("Department"), a party solely for the limited purposes of
approving the employment of the Contractor and exercising statutory oversight pursuant
to IC 6-1.1-31.5-2(c).

RECITALS

- A. The County has determined it is in the County's best interest to employ the Contractor as an information technology provider pursuant to the provisions of IC 6-1.1-31.5-2 for the purpose of providing computer software, services, and/or equipment as required by IC 6-1.1-31.5-2 and 50 IAC 26;
- B. The County and the Contractor have complied with IC 5-22 in obtaining bids, proposals, or a special procurement, and the purchase of the Contractor's software, services, and/or equipment is in compliance with Indiana law;
- C. The Contractor's software, services, and/or equipment are certified by the Department pursuant to 50 IAC 26-18;
- D. The County is awarding the Contract to the Contractor after compliance with IC 5-22, and the Contractor is willing to contract with the County subject to the terms and conditions of this Contract;
- E. This Contract is subject to the provisions of IC 6-1.1-31.5 and 50 IAC 26 and the Contractor will comply with the provisions of IC 6-1.1-31.5 and 50 IAC 26 in connection with this Contract; and
- F. The Department has final approval authority for the employment of the Contractor pursuant to this Contract, and, as a signatory to the Contract, has the right to exercise its statutory right of oversight of the performance of the Contractor as contemplated by IC 6-1.1-31.5-2.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the County, the Department, and the Contractor agree as follows:

Order #23 Agenda #32, 32A cont'd

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated as binding representations of this Contract.

2. Products and Services Provided by Contractor. The Contractor agrees to provide to the County certain hardware, software, and/or services, including but not limited to consulting, project management, training, configuration or installation (collectively the "System Package"), all as more particularly described on a Work Plan that must be attached to this Contract as "Exhibit A". From time to time, the Contractor and the County may agree upon additional hardware, software, and/or services to be provided by the Contractor (the "Additional Products and Services"), which shall be designated on additional Work Plan(s) and attached as Addenda to this Contract and executed by the Parties pursuant to the same formalities as the execution of this Contract. The System Package, Work Plan, and Additional Products and Services shall be governed by the terms of this Contract, and to the extent the terms of this Contract and the Work Plan contradict, the terms and provisions of this Contract shall control.

3. Contractor's Product Compliance with Indiana Law. If the Contractor's duties pursuant to this Contract are to provide either a component of or a complete property tax management system, the Contractor agrees as follows in compliance with 50 IAC 26-19-1(b)(3) and (5) and 50 IAC 26-19-2(b)(2):

A. The Contractor guarantees and warrants that the products covered by this Contract meet the provisions of 50 IAC 26-19, and if any party subsequently discovers a failure by the Contractor's products to meet the provisions of 50 IAC 26-19, the failure will be corrected at the Contractor's expense.

B. The Contractor will make any product or service change that is required as a consequence of a change in any law, rule, or state policy relating to the System Package (and components thereof), provided that Contractor is compensated equitably, based on common industry rates, as are reasonably agreed to by the parties. The Contractor understands that even if the Contractor claims that it is not being equitably compensated and refuses to make a product or service change, 50 IAC 26 authorizes the Department to decertify the Contractor's System Package (and components thereof) if it does not comply with applicable laws. Such decertification could result in the System Package (and components thereof) being ineligible for operation in Indiana. Decertification by the Department shall not be considered a breach of this Contract by the Department. A decision by the Department to decertify the System Package or any component thereof shall not be attributed to the County and shall not give rise to a cause of action against the Department.

C. The Contractor will provide assistance to the County as may be required to modify the property tax management system (or component thereof) to comply with changes in stated law, Department rules, Department policy statements, or 50 IAC 26-19 within the time period prescribed by the law, rule, or Department.

Page 2 of 19

4. Contractor to Provide Maintenance Agreement. The Contractor agrees, in compliance with 50 IAC 26-19-2(b)(1) and (4) and 50 IAC 26-19-3, that if it is a vendor of assessment software or tax and billing software, it will provide (i) a software maintenance agreement that meets the standards prescribed in 50 IAC 26-19; (ii) the Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) the Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes (1) telephone support, (2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and on-site services, (3) system modification initiated by the Contractor, and (4) services to correct defects in software that are provided at the Contractor's expense.

5. Contract Representative. The County Assessor _____ shall be the Contract Representative to serve as the primary contact person under the Contract.

6. Contractor Employees: Project Manager. The Contractor assigns Brian Bucher _____ as the project manager, with whom the County and the Department shall discuss all issues related to the Contract, and the contact information for the project manager is:

Address: 21691 Anchor Bay Drive
Noblesville, IN 46062
Work telephone: (317) 753-8716
Home telephone: Same
Cell number: Same
Email: brianb@xsoftin.com

7. Work Plan. Attached hereto, and incorporated fully herein as Exhibit A, is the Work Plan developed and approved by the Contractor and the County setting forth the schedule for the completion of work under this Contract. The Contractor and the County warrant and represent that the Work Plan ensures that all information technology requirements necessary to fully comply with the obligations of 50 IAC 26 have been met. The Department will not approve this Contract if a Work Plan complying with the provisions of paragraph 2 is not attached.

8. Performance Bond. If the County requires surety and performance bonds, the Contractor must purchase a performance bond or bonds from a surety licensed to do business in the State of Indiana. The performance bond(s) must be in the same amount as the price of this contract and must entitle the County to call upon the surety to complete the contract in one of three ways: 1) the surety completes the contract by hiring a completion contractor; 2) the surety and the County choose a new contractor to complete the contract and the surety pays the costs; or 3) the County alone chooses a new contractor and the surety pays the costs. If the surety chooses to complete the contract by hiring a completion contractor, the surety assumes the same risk as the original Contractor. A requirement that the Contractor provide surety and performance bonds may be attached to this Contract as an addendum to be signed by all parties. Alternatively, the

Page 3 of 19

Order #23 Agenda #32, 32A cont'd

Contractor and County may agree to a performance retainer and attach an addendum signed by all parties to this Contract to provide for such a retainer.

9. **Disaster Recovery.** The Contractor shall/ shall not provide a Continuity Plan. The Continuity Plan shall provide, at minimum, the following:

- A. provision of an alternate power source for uninterrupted services;
- B. designation of one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which the Contractor shall move the affected portion of any Services upon the occurrence of a Force Majeure event requiring such a relocation (including a Force Majeure event at a Disaster Recovery Site), which Disaster Recovery Sites for this Agreement shall be N/A;
- C. equipment of each Disaster Recovery Site with data processing resources sufficient to provide all Services in reasonable compliance with the terms and conditions of the Contract, based on the circumstances of the Force Majeure event; and
- D. specification of all procedures for the determination or declaration of a Force Majeure event, which determination or declaration may not be unreasonably withheld or delayed by either party. In the event of a Force Majeure event, the Contractor shall use commercially reasonable efforts to resume delivery of the services (including via electronic access) utilizing the Disaster Recovery Site in the timeframe provided in the Continuity Plan. To the extent one or more Force Majeure events materially and adversely affects or prevents performance of the Continuity Plan, the Contractor shall provide the Department with a plan to resume delivery of the Services no later than seven business days thereafter at all Service Locations other than those at which the Force Majeure event has rendered impractical the delivery of the Services at such Service Locations. The Department shall not unreasonably deny approval of the new plan.

10. **Office Space; Computer Support.** The County shall/ shall not provide the Contractor with office space or computer support in connection with the performance of this Contract. The County and Contractor shall be aware of and exclusively responsible for all legal implications of the County providing the Contractor with office space or computer support in connection with the performance of this Contract.

11. **Continuity of System Operations.** If for any reason the County changes the assessment or tax and billing software or any other part of the computer system at (i) the end of the Contract term, (ii) Contract termination, (iii) decertification, or (iv) failure of recertification, the Contractor shall in no way impede or delay the smooth, orderly, and timely transfer of the County's data from the current database to the new database.

12. **Source Code Escrow.** The Contractor agrees to maintain an Escrow Agreement for the Software source code and related documentation for the benefit of the County and the Department during the term of the Contract. Contractor further guarantees that it will include the Department as a third party beneficiary to the Escrow Agreement at no charge

to the Department. Additional terms and conditions include:

13. **Consideration.** The County shall pay the Contractor a fee of \$375,000 (includes licenses, installation, conversion, training, maintenance and annual support)

select desired amount
in full payment for the complete performance of all duties, responsibilities, and activities set out in this Contract and on the Work Plan mutually agreed to under paragraph 7 of this Contract and attached as Exhibit A. The fee shall be paid in the manner set forth in paragraph 16 below. The parties to this Contract acknowledge that the Department has no duty, responsibility, or obligation under this Contract to pay the Contractor, any subcontractor of the Contractor, or the County. The parties further acknowledge that the work to be performed under this Contract is solely for the benefit of the County and that it is the County's sole obligation to pay the Consideration required under this Contract.

14. **Guaranteed Most Favorable Terms.** This provision is optional and shall/ shall not be applicable. All of the prices, terms, warranties and benefits granted by the Contractor in this Contract are comparable to or better than the terms granted by the Contractor to any other similarly situated state and local government customer. If the Contractor, prior to the delivery of the software, announces a price reduction or makes generally available to other customers more favorable terms or conditions with respect to the software, such prices, terms, warranties, or conditions shall be made available to the County and the Department on the date the price reduction or change in terms and conditions became effective.

15. **Condition of Payment.** All services provided by the Contractor must be performed to the reasonable satisfaction of the County and the Department, as determined at their sole discretion and in reliance upon all applicable federal, state, local laws, ordinances, rules, and regulations. The County shall not be required to pay for work found to be

Order #23 Agenda #32, 32A cont'd

unsatisfactory, inconsistent with this Contract, or performed in violation of federal, state or local statute, ordinance, rule, or regulation.

16. Time and Manner of Payment. The Contractor shall be paid as follows:

A. The Contractor shall submit a claim for payment for the first installment upon completion of work under the Contract and Exhibit A - Work Plan. Each succeeding installment shall be invoiced 12 months subsequent to the preceding claim and annually thereafter for maintenance and support.

[specify timing of payment]. The amount of each yearly [specify monthly, yearly, or lump sum] payment is subject to the completion percentage requirements set forth in the Work Plan, subject to approval by the County, and is subject to full compliance with all other obligations under this Contract. Approval shall/ shall not be based on the N/A [specify the time period when the reports must be submitted; for example, monthly, weekly, or biweekly] progress reports submitted by the Contractor. Payment shall be made to the Contractor within 30 days after approval by the County.

B. If all work is not completed under this Contract by the completion date specified in paragraph 19 of this Contract or if all required data is not submitted to the Department in the appropriate format in a timely manner, then all further payments may be suspended until all work has been satisfactorily completed and approved by the County and as otherwise required under this Contract. Payments of the suspended amount will be made to the Contractor within 30 days after that approval by the County, subject to other terms of this Contract. The County is exclusively responsible for payment to the Contractor. The Contractor shall not submit any claim for payment to the Department nor make any claim for damages against the Department under the Contract. The Department has no financial or other obligations, including damages, to the Contractor and is a party to this Contract solely for the purpose of fulfilling the requirements of IC 6-1.1-4-17(a).

17. Penalties. This provision is optional and shall/ shall not be applicable. Pursuant to IC 6-1.1-4-19.5(b)(2), payments due under this Contract shall be reduced by the amount of \$N/A per business day that any part of the performance by the Contractor remains incomplete after the due date specified in this Contract due to the fault of the Contractor.

18. Certification of Computer Software and Services.

A. A material inducement for entering into this Contract is that the Contractor's computer software and computer services have been certified under IC 6-1.1-31.5 and 50 IAC 26-18 in order to enter into this Contract. The Contractor represents and warrants that all required certifications are in effect at the time of entering into this Contract.

Page 6 of 19

B. The Contractor will take all steps necessary to maintain such certification throughout the term of this Contract. The Contractor shall immediately notify the County and the Department in writing of any circumstance or occurrence jeopardizing certification status.

C. Pursuant to 50 IAC 26-19-2, this Contract is void and the Contractor may not receive additional funds if the Contractor's certification is denied, decertified, or revoked.

19. Term of Contract. This Contract commences on the date the Department signs and the Contractor shall commence work under this Contract within 30 days of the date of approval by the Department of the Contractor's engagement pursuant to this Contract. The Contractor shall complete all work to be performed under this Contract before December 18, 2015.

20. Contract Reports and Monitoring.

A. The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. The Contractor shall make such materials available at its office at all reasonable times during this Contract and for three years from the date of final payment under this Contract for inspection by the Department or its authorized designees. Copies shall be furnished at no cost to the Department if requested.

B. The Contractor shall, if so required by paragraph 16(A), provide written progress reports to the County in a form reasonably prescribed by the County and consistent with paragraph 16(A). The reports must include the status of the work being done. The County may require that additional information be included in the reports. The Contractor shall submit the reports to the County within three business days of receipt of a request.

C. The County may at all times inspect the records of the Contractor to verify the progress and evaluate the quality of work performed. The County may accompany the Contractor's personnel in their assigned duties to assure the Contractor's adherence with contractual specifications and approved procedures. The Contractor shall extend its full cooperation to the Contract Representative by providing access to all program-related records and by making personnel available upon request for the purpose of monitoring quality, performance, and progress.

D. As required by IC 6-1.1-4-19.5(b)(7), the Contractor shall give unrestricted access to his or her work product to the Department and to Legislative Services Agency.

21. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the County becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the County shall notify the Contractor in writing of its dissatisfaction. Upon receipt of the same, the Contractor shall have seven days to cure the County's dissatisfaction. If the County is still dissatisfied

Page 7 of 19

Order #23 Agenda #32, 32A cont'd

after the Contractor has exercised its opportunity to cure, then the County may request in writing replacement of any or all such individuals. Upon receipt of same, Contractor shall honor the County's request.

22. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the County. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented, or modified by a written document executed in the same manner as this Contract.

23. Authority to Bind Contractor. The signatory for the Contractor represents that he or she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his or her signature is affixed and accepted by the County and the Department.

24. Confidentiality of Information.

A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the County and the Department.

B. The parties acknowledge that the services to be performed by the Contractor for the County under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the County or the State of Indiana in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the County agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

C. If the County or the Department receives a public records request that relates to information or documents in the possession of the County or the Department related to the Contractor's intellectual property, trade secrets, or other proprietary rights, the County or the Department shall promptly forward such request to the Contractor for response. The Contractor shall designate in writing which of those documents, if any, it considers confidential information or information otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. The Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. The Contractor shall mark each page of a document

Page 8 of 19

considered to be confidential information as "Confidential" or a similar designation. The County or the Department shall promptly review the basis for the Contractor's claim of confidentiality and shall not disclose the documents subject to the Contractor's claim if the County or the Department concurs with such claim, provided that if the County or the Department determines that its obligation under public access law requires such disclosure, the County or the Department shall promptly notify the Contractor of such determination and will not make such disclosure if the Contractor obtains, prior to the expiration of the applicable timeframe for response to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

D. The Contractor acknowledges that the Department will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

25. Ownership of Documents and Materials. All documents, records, data, film, tape, articles, memoranda and other materials, (not including the software) not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the County and all such materials will be the property of the County. Use of these materials (other than as related to contract performance by the Contractor) without the prior written consent of the County is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the County or the Department and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense.

In addition a copy of the software program will be licensed to the County solely for their use during the term of the contract. This copy of the licensed software program may not be copied or otherwise duplicated for use by another county or entity without the express written consent of the Contractor. The Contractor shall provide the County and the Department full, immediate and unrestricted access to the work product during the term of this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the County, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the County shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in

Page 9 of 19

Order #23 Agenda #32, 32A cont'd

advance. The County or the Department may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Delays.

A. Whenever the Contractor or the County has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, it shall, within 10 days, provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

B. In the event of a delay by the Department, legislative action, or court rulings, the County reserves the right to re-negotiate all terms of the Contract, including costs.

28. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the County agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the County or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Department. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the County within ten working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten working days after receipt of the Commissioner's decision, a written appeal. Within ten working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is requested within ten working days, the parties may mutually agree to submit the

Page 10 of 19

dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

The County may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the County to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

29. Termination for Convenience by County. This Contract may be terminated, in whole or in part, by the County or the Department whenever, for any reason, the County or the Department determines that such termination is in its best interest. A decision by the County to terminate this Contract shall not be attributed to the Department. Similarly, a decision by the Department to terminate this Contract shall not be attributed to the County, nor shall such a decision by the Department give rise to a cause of action against the Department. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty days prior to the termination effective date specifying the extent to which performance of services under such termination becomes effective. In the Notice, the party or parties terminating this Contract must state which party or parties initiated the termination. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, but under no circumstances will the Department be responsible for any payment, including damages, to the Contractor. The County will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

30. Termination for Default by County. If the County, sixty days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

31. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, *et. seq.*, and audit guidelines specified by the State.

32. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the County and the Contractor to determine whether the provisions of this Contract require formal modification.

Page 11 of 19

Order #23 Agenda #32, 32A cont'd

B. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is/are presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or the County. The Contractor agrees that any payments currently due to the State of Indiana or the County may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State of Indiana.

C. The Contractor certifies, warrants, and represents that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana or the County, and that neither it nor its principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana, or the County. The Contractor agrees that it will immediately notify the County and the Department of any such actions and during the term of such actions, the County or the Department may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Contract.

D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies or the County, the County may delay, withhold, or deny work to the Contractor.

E. The Contractor warrants that it shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the County.

F. The Contractor affirms that, if it is an entity described in IC 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC 5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

H. As required by IC 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that:

- (1) The Contractor does not knowingly employ an unauthorized alien.
- (2) The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to

Page 12 of 19

exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

(3) The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

(4) The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(5) The Department may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty days after being notified by the Department.

33. Taxes. The County is exempt from most state and local taxes and many federal taxes. The County and the Department will not be responsible for any taxes levied on the Contractor as a result of this Contract.

34. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the Department with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

35. Contractor Assignment, Successors, and Subcontracting. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may subcontract with N/A for assistance with conversion work. The Contractor understands that it is ultimately responsible for ensuring that the data are converted correctly and for working with any subcontractor to remedy any errors that may be encountered during the conversion process. The ultimate responsibility of ensuring the accuracy and integrity of the data conversion rests with the Contractor (in consultation with the County) and cannot be delegated or subcontracted.

The contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the Contract Representative, provided that the Contractor gives written notice (including evidence of such assignment) to the Contract Representative thirty days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

Page 13 of 19

Order #23 Agenda #32, 32A cont'd

36. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

37. General Provisions.

A. **Entire Agreement.** This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the County and the Contractor. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the County's review, approval, acceptance of, or payment for the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the County and the Department in accordance with applicable law for all damages to the County or the Department caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. **Severability.** In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. **Addenda.** No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

38. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

Page 14 of 19

39. Notice to Parties. Whenever any notice, statement, or other communication, including changing contact information, is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to:

Name: Jerome Prince
 Title: Lake County Assessor
 Organization: Lake County, Indiana
 Address: 2293 North Main Street
 City/State/Zip: Crown Point, IN 307
 Tel: (219) 755-3100
 Fax:
 Email: princja@lakecountyin.org

B. Notices to the Contractor shall be sent to:

Name: Brian Bucher
 Title: President
 Organization: X-Soft, Incorporated
 Address: 21691 Anchor Bay Drive
 City/State/Zip: Noblesville, IN 46062
 Tel: (317) 753-8716
 Fax: (317) 606-8175
 Email: brianb@xsoftin.com

C. Notices to the Department shall be sent to:

General Counsel
 Department of Local Government Finance
 Indiana Government Center North
 100 North Senate Avenue, Rm. 1058B
 Indianapolis, Indiana 46204
 317-233-4361 voice
 317-974-1629 fax

40. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the Department within ten days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three years.

Page 15 of 19

Order #23 Agenda #32, 32A cont'd

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- D. Notifying the Department in writing within ten days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

41. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the County and the Department, their agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor in the performance of this Contract. The County and the Department shall **not** provide such indemnification to the Contractor.

42. Insurance.

A. The Contractor must carry automobile, public liability, and worker's compensation insurance policies for the entire duration of time during which the Contractor is completing obligations under this Contract. The Contractor's public liability

Page 16 of 19

and worker's compensation insurance policies must each provide at least \$1 million dollars in coverage. The Contractor must have automobile insurance that meets or exceeds the minimum amounts required by the State of Indiana for each vehicle it will use in the fulfillment of this Contract. A material inducement for entering into this Contract is that the Contractor will carry automobile, public liability, and worker's compensation insurance policies consistent with the requirements of this section. Failure to maintain insurance policies consistent with this section may be deemed a material breach of this Contract and grounds for immediate termination by the County or Department and denial of further work with the County. The Contractor must provide the County and Department with copies of its insurance certificates and endorsements in order for the Department to approve this Contract.

(List any additional insurance policies or coverage amounts that the County requires the Contractor to carry beyond the policies or amounts listed above.)

B. The Contractor's insurance coverage must meet the following additional requirements:

- (1) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
- (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- (3) The County and the Department will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the County and the Department under this Contract shall not be limited by the insurance required in this Contract.
- (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty days prior written notice to the County and the Department.

43. Identification. All personnel involved with performance of work for the Contractor are/ are not required to carry identification cards, which include a photograph of the individual and the Assessor's signature. All vehicles used by personnel are/ are not required to be marked appropriately and registered with the County Sheriff's office, with local police departments located within the County, and with the Assessor's office.

44. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for

Page 17 of 19

Order #23 Agenda #32, 32A cont'd

employment relating to this Contract with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, the Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

45. **Travel.** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions.

46. **Copy of Contract.** The County shall provide to the Department a copy of this Contract, including documentation of any performance bond, within seven days of its signing by the County and Contractor. The Contract does not take effect until it is signed by the Department.

47. **Substantial Compliance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. **Affirmation that Contract Language Has Not Been Altered.** The parties affirm that they have not altered, modified, changed, or deleted the Department's Boilerplate contract clauses in any way, except where the contract explicitly permits the addition or modification of terms. Any alteration not explicitly permitted is void.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: _____ Where applicable: _____
By: _____ Attested By: _____
Printed Name: _____
Title: _____ Date: _____

Assessor:
By: [Signature]
Printed Name: Jerome Prince
Title: Lake County Assessor
Date: October 15, 2015

Lake County Board of County Commissioners
By: [Signature] Commissioner Date: 10/15/15
By: [Signature] Commissioner Date: 10/15/15
By: _____ Commissioner Date: _____



The Department of Local Government Finance, pursuant to IC 6-1.1-4-17(a), approves the employment of the Contractor:

By: _____
Printed Name: _____
Title: _____
Date: _____ (Effective Date)

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signatures]
RATIFIED THIS 15th DAY OF Oct 2015

Order #23 Agenda #32, 32A cont'd

Exhibit A – Work Plan

Lake County has selected XSoft Incorporated as the company to provide its Assessor's Office with CAMA software. There are several elements deemed critical to the successful integration of this software. Moreover, the timing for achieving such is critical and unconditional for all parties involved.

The following seeks to set forth the understandings that will drive this process for XSoft, the Lake County Assessor's office and any and all relevant departments, townships or agencies associated with this migration.

Specifically, the work to take place includes minimally the following:

- Conversion - defined as the system analysis, table / field mapping, coding, processing, testing and ultimate conversion of all relevant data, systems and processes forthwith.
- System Installation – the process and methodology by which the XSoft system is successfully installed in the Lake County technical and operational structure.
- Training – the minimum requirement for training and ensuring an educated user population.
- Go Live – the official launch of the new system

Conversion

Data conversion is a systematic process designed to move data that exists in the current database to the INcama database. This process is understandably by far the most difficult and time consuming portion of the transition from one system to another. The key component to a successful conversion will be XSoft's ability to understand the current systems structure. There are a number of elements that will come into play in terms of our ability to gain the type of knowledge we need to successfully convert. We anticipate the following challenges to the conversion process:

- The current system may not store the required information in a form consistent with the proposed system.
- The current system may use differing valuation methodologies than INcama
- The current system may include poor, insufficient or unstructured data
- Prior such conversions both in and out of state reveal that 100% accuracy of data conversion should not be expected with averages in the 85% - 90% range.

These factors will play a crucial role in the success and timeliness of the data conversion process. Although XSoft has demonstrated a tremendous amount of experience in data conversion of similar projects, we recognize each system is different both in structure and size allowing the opportunity for unique circumstances that can have an impact on quality and timeline.

Notwithstanding the above, it is the expectation of this conversion process that XSoft yield a 95% conversion rate for critical Lake County property data.

Consequently, XSoft will be given immediate and unconditional access (within reason) to the County Auditor TAX database and existing Assessor CAMA database. This is necessary due to the fact that the TAX system contains data that is required to be in the CAMA system for INcama databases (e.g. parcel

Order #24 Agenda #33

In the Matter of L C Assessor – Income Works Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake in an amount not to exceed \$73,150.00 for the year 2016.

Repay made a motion, seconded by Scheub, to approve the Income Works Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor in an amount not to exceed \$73,150.00 for the year 2016. Motion carried.

Order #25 Agenda #34

In the Matter of L C Public Defender, Conflict Division – Legal Services Agreement between Mark K. Gruenhagen and the Board of Commissioners of the County of Lake for the period of October 21, 2015 to December 31, 2015 in an amount not to exceed \$8,000.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Legal Services Agreement between Mark K. Gruenhagen and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for the period of October 21, 2015 to December 31, 2015 in an amount not to exceed \$8,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #26 Agenda #35

In the Matter of L C Board of Elections and Registration – Agreement between Ferree Movers and the Board of Commissioners of the County of Lake for the moving of the voting machines for the November 3, 2015 General Election in the amount of \$24.00 per Micro Vote Infinity Machine and \$10.00 per machine for delivery and pickup of the ADA polling place equipment to be ratified.

Scheub made a motion, seconded by Repay, to approve the Agreement between Ferree Movers and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the moving of the voting machines for the November 3, 2015 General Election in the amount of \$24.00 per Micro Vote Infinity Machine and \$10.00 per machine for delivery and pickup of the ADA polling place equipment to be ratified. Motion carried.

Order #26 Agenda #36

In the Matter of L C Board of Elections and Registration – Agreement between On-Time Distribution and the Board of Commissioners of the County of Lake for the moving of the voting machines for the November 3, 3015 General Election in the amount of \$24.00 per Micro Vote Infinity Machine and \$10.00 per machine for delivery and pickup of the ADA polling place equipment to be ratified.

Scheub made a motion, seconded by Repay, to approve the Agreement between On-Time Distribution and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the moving of the voting machines for the November 3, 3015 General Election in the amount of \$24.00 per Micro Vote Infinity Machine and \$10.00 per machine for delivery and pickup of the ADA polling place equipment to be ratified. Motion carried.

Order #27 Agenda #37

In the Matter of L C Auditor – Amendment to the Agreement entered into between David N. Gilyan and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor on September 16, 2010 for tax deduction review for the year 2016 in the amount of 25% of any amount of monies received.

Scheub made a motion to table, Allen seconded, Board discussion...Seconded, removed.
Scheub made a motion, seconded by Repay, to defer. Motion carried.

Order #28 Agenda #38

In the Matter of L C Fairgrounds – Proposals for a specialty slope-mowing tractor to be opened.

This being the day, time and place for the receiving of bids for a specialty slope-mowing tractor for the Lake County Fairgrounds, the following proposals were received:

Burris Equipment \$25,931.25

Comes now, Paul Carlson, Fairgrounds Superintendent, before the Board of Commissioners, recommending acceptance of the only proposal received.

Scheub made a motion, seconded by Repay, to accept the recommendation to approve the sole proposal received and award **Burris Equipment**, 2216 N. Greenbay Road, Waukegan, IL 60087, with \$25,931.25 for a specialty slope-mowing tractor for the Lake County Fairgrounds. Motion carried.

Order #29 Agenda #39

In the Matter of L C Data Processing – Specifications: IBM Compatible Personal Computers for Various County Offices and Departments for the year 2016 to be advertised. Bids to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Repay, to approve the advertising of the specifications for IBM Compatible Personal Computers for Various County Offices and Departments for the year 2016 for the return of bids by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #30 Agenda #40

In the Matter of L C Data Processing – Service Agreement between AT&T and the Board of Commissioners of the County of Lake for service for Lake County Parks and Recreation and the Hobart Township Assessor for the period of January 1, 2016 to December 31, 2018.

Scheub made a motion, seconded by Repay, to approve the Service Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for service for Lake County Parks and Recreation and the Hobart Township Assessor for the period of January 1, 2016 to December 31, 2018. Motion carried.

Order #30 Agenda #41

In the Matter of L C Data Processing – Service Agreement between Tri-Electronics, Inc. and the Board of Commissioners of the County of Lake for maintenance on the security equipment in the Computer Room for the year 2016 in an amount not to exceed \$2,064.00 payable at the rate of \$516.00 per quarter.

Scheub made a motion, seconded by Repay, to approve the Service Agreement between Tri-Electronics, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for maintenance on the security equipment in the Computer Room for the year 2016 in an amount not to exceed \$2,064.00 payable at the rate of \$516.00 per quarter. Motion carried.

Order #31 Agenda #42

In the Matter of L C Data Processing – Service Agreement between Mapsys, Inc. and the Board of Commissioners of the County of Lake for telephone support for IBM iSeries system administration for the year 2016 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month.

Scheub made a motion, seconded by Repay, to approve the Service Agreement between Mapsys, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for telephone support for IBM iSeries system administration for the year 2016 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month. Motion carried.

Order #32 Agenda #43

In the Matter of L C B.O.C. – BIDS: Lake County Juvenile Center Control Project.

This being the day, time and place for the receiving of bids for Lake County Juvenile Center Control Project for the Lake County Board of Commissioners, the following bids were received:

Johnson Controls, Inc. \$348,740.00

Order #32 Agenda #43 cont'd

Comes now, Mr. Rehder, Superintendent of Buildings, before the Board of Commissioners recommending acceptance and approval of the sole bid submitted and moving forward with said project.

Repay made a motion, seconded by Scheub, to accept the recommendation of the Superintendent to accept the sole bid and award **Johnson Controls, Inc.**, 1500 Huntington Drive, Calumet City, IL 60409, with \$348,740.00 for Lake County Juvenile Center Control Project. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being accepted, is the lowest bid for the Lake County Juvenile Center Control Project for the L.C. Board of Commissioners, 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:

JOHNSON CONTRLS INC. W/ *Safeco Insurance Company of America* 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 LAKE COUNTY JUVENILE CENTER CONTROL CENTER PROJECT FOR THE LAKE CO. BOARD OF COMMISSIONERS FOR \$348,740.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: October 21, 2015

ROOSEVELT ALLEN, Jr.
GERRY SCHEUB
MICHAEL REPAY

JOHNSON CONTRLS INC.

Order #33 Agenda #44

In the Matter of L C B.O.C. – RFP: Lake County Engineer, Jail and Juvenile Center for the year 2016 for the following Class Items. Proposals to be returned by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office.

Scheub made a motion, seconded by Repay, to approve the seeking of proposals for Class 1 – Health and Grooming Supplies, Class 2 – Janitorial Supplies, Class 3 – Kitchen Supplies, Class 4 – Laundry Supplies, Class 5 – Lighting Supplies, Class 6 – Maintenance Supplies, Class 7 – Paper Products for the Lake County Engineer, Jail and Juvenile Center for the year 2016 from the following, for the return of proposals by Tuesday, November 17, 2015 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Able Paper & Janitorial Supplies
Ajax Sanitary Supply Co., Inc.
Cal-Region Supply, Inc.
Calumet Electric Supply Corp.
Gurtler Industries, Inc.
J&L Janitorial & Supply
North Coast Lighting, LLC
Steiner Electric Company

Order #34 Agenda #45

In the Matter of L C B.O.C. – Proposal from Boyd Construction Co., Inc. in the amount of \$30,635.00 for the Lake County Government Center Administration Building East Walkway repair to be ratified.

Scheub made a motion, seconded by Repay, to ratify approval of the recommendation to accept the proposal from **Boyd Construction Co., Inc.**, 450 South Ohio Street, Hobart, IN 46342, being the lowest of two bids, in the amount of \$30,635.00 for the Lake County Government Center Administration Building East Walkway repair. Motion carried.

Order #34 Agenda #46

In the Matter of L C B.O.C. – Proposal from Tri-Electronics, Inc. in the amount of \$11,464.00 for a new phone system for the Lake County Public Defender's Office to be ratified.

Scheub made a motion, seconded by Repay, to ratify approval of the recommendation to accept the proposal from **Tri-Electronics, Inc.**, 6231 Calumet Ave, Hammond, IN 46324, being the lowest of two bids, in the amount of \$11,464.00 for the Lake County Public Defender's Office New Phone System. Motion carried.

Order #34 Agenda #47

In the Matter of L C B.O.C. – Proposal from Sigma Energy in the amount of \$80,016.75 for the retrofit of fluorescent fixtures in the Administration Building and the Courts Building to be ratified.

Scheub made a motion, seconded by Repay, to ratify approval of the recommendation to accept the proposal from **Sigma Energy**, Purdue Technology Center, 9800 Connecticut Drive, Crown Point, IN 46307, in the amount of \$80,016.75 for the retrofit of fluorescent fixtures in the Administration Building and the Courts Building, materials needed for the Grant attached from NIPSCO, where \$40,000.00 will come back to the County from approved incentives from NIPSCO, according to the letter of recommendation from Mr. Rehder, Superintendent of Buildings. Motion carried.

Order #35 Agenda #48

In the Matter of L C B.O.C. – Forfeiture of Western Surety Bond No. 62074026 for Andy's Tree Service in the amount of \$5,000.00.

Scheub made a motion, seconded by Repay, to approve the Bond Forfeiture of Western Surety Bond No. 62014026 for Andy's Tree Service in the amount of \$5,000.00. Bond Forfeiture letter sent certified mail. Motion carried.

Order #36 Agenda #49

In the Matter of L C B.O.C. – Lake County Board of Commissioners 2016-2017 Capital Development Plan to be ratified.

Repay made a motion, seconded by Scheub, to ratify and adopt Lake County Board of Commissioners 2016-2017 Capital Development Plan. Motion carried.

October 7, 2015

**LAKE COUNTY BOARD OF COMMISSIONERS
2016-2017 CAPITAL DEVELOPMENT PLAN**

I. Introduction

The Lake County Board of Commissioners adopts this Capital Development Project Plan (hereinafter referred to as "Plan") in compliance with IC 6-3.5-7-15.

II. Funding in the Two Year Plan

- A. The Indiana State Budget Agency will provide documentation to the Lake County Auditor that the Lake County certified CEDIT distribution for 2015 will be \$9,031,542.00. The Board of Commissioners expects that in 2017 the certified distribution will be the same as in 2016.
- B. Because the County Council made changes and utilized the \$2 million CEDIT from 2015 in the 2016 budget, the total CEDIT monies available for 2016 is \$11,031,542.00.
- C. The total CEDIT distribution for the 2016-2017 Plan is \$20,063,084.00.
- D. In accordance with IC 6-3.5-7-15(a)(2) and IC 6-3.5-7-12.7(a), the Board of Commissioners designated Lake County, Indiana as the recipient of 100% of the CEDIT funds that will be allocated to Lake County, Indiana.
- E. In 2016, the Board of Commissioners designates the following use for its CEDIT Funds because the Lake County Council has already floated a \$12 Million bond issue for capital improvements and a \$7 Million bond issue for roads in 2015 and the CEDIT money is needed for projects that have been included in the County Council 2016 budget:

(1) Group Insurance	\$4,462,542.00
(2) Cumulative Bridge Projects	\$1,969,000.00
(3) Other Services and Charges	\$2,000,000.00
(4) Maintenance and Service	\$1,700,000.00
(5) Other Capital Outlay	\$ 16,000.00
(6) Little Calumet River	\$ 460,000.00
(7) Kankakee River	\$ 424,000.00

October 7, 2015

Total \$11,031,542.00

F. In 2017, the Board of Commissioners designates the following use for its CEDIT Funds:

(1) \$9,031,542.00 shall be used for road improvements and/or bridge improvements in the unincorporated areas of Lake County and for those bridges under the auspices of Lake County Government.

(2) Total \$9,031,542.00.

So Adopted this 8th day of October, 2015 by the Lake County Board of Commissioners, Lake County, Indiana.

LAKE COUNTY BOARD OF COMMISSIONERS

Roosevelt Allen, Jr.
ROOSEVELT ALLEN, JR.

Gerry J. Scheub
GERRY J. SCHEUB

Michael Repay
MICHAEL REPAY

ATTEST:
John E. Petalas
JOHN PETALAS
LAKE COUNTY AUDITOR OG

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Roosevelt Allen, Jr.
Gerry J. Scheub
Michael Repay
RATIFIED THIS 21st DAY OF Oct. 2015

Order #37 Agenda #50

In the Matter of L C B.O.C. – Resolution of the Board of Commissioners of the County of Lake concerning funds received as insurance proceeds under property damage policies to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of Resolution No. 15-19, Resolution of the Board of Commissioners of the County of Lake concerning funds received as insurance proceeds under property damage policies. Motion carried.
Cont'd.

Order #37 Agenda #50 cont'd

RESOLUTION

WHEREAS, the Lake County Board of Commissioners is responsible for the accounting of any funds received as insurance proceeds under property damage policies; and

WHEREAS, these funds are deposited in the Lake County Self Insurance Fund; and

WHEREAS, The Lake County Board of Commissioners have had a policy in effect and followed but not explicitly submitted to the Board at a public meeting for adoption since January 1, 2013; and

WHEREAS, The Lake County Board of Commissioners desires to have the Commissioner in whose district the loss incurred responsible for the oversight of the repair project and the payment of vendors.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:


1. The effective date of this policy is January 1, 2013.
2. Any insurance proceeds received from an insurance policy covering a property damage loss will be deposited in the Self Insurance Fund.
3. The Commissioner in whose district the facility or property is located that was damaged shall have the supervisory authority of the Board over the repair project.
4. The supervisory authority shall include but not be limited to the ability approve expenditures of the insurance proceeds for the payment of vendors involved in the repair and for the authority to execute and sign Self Insurance checks on behalf of the Board covering these projects.

Order #37 Agenda #50 cont'd

- 5. The supervisory authority shall also include the ability to approve contracts with the vendor or vendors to repair the damage facilities and/or equipment and the ability in the emergency to give oral authorization to a vendor to provide services if required because of public safety.

THIS RESOLUTION IS ADOPTED THIS _____ DAY OF _____, 2015

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

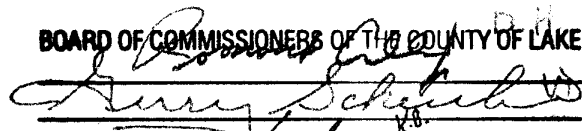

 Roosevelt Allen, Jr.


 Gerry J. Scheub

 Michael Repay

Attest:

 John Petalas, Auditor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


 RATIFIED THIS _____ DAY OF _____ 20____

Order #38 Agenda #51

In the Matter of L C B.O.C. – Revised Policy and Procedure Manual – Lake County Self Insurance General Liability Program dated September 23, 2015.

Repay made a motion, seconded by Scheub, to approve the Revised Policy and Procedure Manual – Lake County Self Insurance General Liability Program dated September 23, 2015. Motion carried.

Order #39 Agenda #52

In the Matter of L C B.O.C. – Interlocal Cooperative Ethics Entity Claim and Invoice for Enrollment Fee to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Interlocal Cooperative Ethics Entity Claim and Invoice for Enrollment Fee (\$5,000.00). Motion carried.

Order #39 Agenda #53

In the Matter of L C B.O.C. – Interlocal Cooperative Ethics Entity Claim and Invoice for Annual Membership Fee to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Interlocal Cooperative Ethics Entity Claim and Invoice for Annual Membership Fee (\$1,100.00). Motion carried.

Order #40 Agenda #54

In the Matter of L C B.O.C. – Officials Bond for Michael A. Brown, Lake County Clerk for the period of October 1, 2015 to December 31, 2016.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Officials Bond for Michael A. Brown, Lake County Clerk for the period of October 1, 2015 to December 31, 2016. Recorded as Doc No. 2015 072214. Motion carried.

Order #41 Agenda #56

In the Matter of L C B.O.C. – Lake County Council Ordinance No. 1389I, A general ordinance of Lake County, Indiana authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$6,300,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose.

Repay made a motion, seconded by Scheub, to approve Lake County Council Ordinance No. 1389I, A general ordinance of Lake County, Indiana authorizing the issuance and sale of bonds of the County in the aggregate principal amount not to exceed \$6,300,000, for the purpose of funding certain judgments and settlements entered against the County, together with expenses in connection with the issuance of bonds on account thereof, and appropriating the proceeds derived from the sale of such bonds for such purpose. Note: 6% interest rate. Motion carried.
(SEE FILE "BONDS" FOR COPY)

Order #42 Agenda #57

In the Matter of L C B.O.C. – Commissioners' final findings with respect to the issuance of judgment funding bonds for the payment of certain judgments and settlements obligations against the County.

Repay made a motion, seconded by Scheub, to approve the Commissioners' final findings with respect to the issuance of judgment funding bonds for the payment of certain judgments and settlements obligations against the County. Motion carried.
(SEE FILE "BONDS" FOR COPY)

Order #43 Agenda #57B

In the Matter of L C B.O.C. – 2015 Emergency Management Performance Grant Program – Local Base Grants Subrecipient Agreement, CFDA #97.042, Contract #14703 between the Indiana Department of Homeland Security and the Board of Commissioners of the County of Lake for the period of October 1, 2015 to June 30, 2016 in an amount not to exceed \$5,106.15.

Repay made a motion, seconded by Scheub, to approve the 2015 Emergency Management Performance Grant Program – Local Base Grants Subrecipient Agreement, CFDA #97.042, Contract #14703 between the Indiana Department of Homeland Security and the Board of Commissioners of the County of Lake for the period of October 1, 2015 to June 30, 2016 in an amount not to exceed \$5,106.15. Motion carried.

Order #44 Agenda #58

In the Matter of Review and Approval of the Minutes: A. Regular Meeting, Wednesday, September 16, 2015.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting of the Board of Commissioners held Wednesday, September 16, 2015. Motion carried.

Order #45 Agenda #59

In the Matter of Lake County Expense Claims to be allowed Wednesday, October 21, 2015.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, October 21, 2015 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.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket, and ordered same for Auditor to include white claims for the review of Claims and Docket effective October 21, 2015. Motion carried.

Order #46 Agenda #60

In the Matter of L C Council Ordinances and Resolutions – Adopted October 13, 2015.

Scheub made a motion, seconded by Repay, to approve the Ordinances and Resolution submitted and adopted by the Lake County Council, October 13, 2015. Motion carried.

L C Ordinance No. 1379C-14	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2015, Ordinance No. 1379C
L C Ordinance No. 1379C-15	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2015, Ordinance 1379C
L C Ordinance No. 1379C-16	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2015, Ordinance No. 1379C
L C Ordinance No. 1389A	Ordinance Authorizing Tax Levies For Lake County For 2016
L C Ordinance No. 1389B	Ordinance Or Resolution For Appropriations And Tax Rates
L C Ordinance No. 1389C	Lake County 2016 Salary Ordinance
L C Ordinance No. 1389D	Lake County Longevity Ordinance For 2016
L C Ordinance No. 1389E	Lake County Sheriff Uniform Clothing Allowance Ordinance For 2016
L C Ordinance No. 1389F	Per Diem Expense Ordinance For 2016

Order #46 Agenda #60 cont'd

L C Ordinance No. 1389G	Ordinance Recommending The Approval Of The Lake Ridge Fire District Tax Rate, Tax Levy, And Proposed Budget For 2016, As Submitted
L C Ordinance No. 1389G	Ordinance Or Resolution For Appropriations And Tax Rates
L C Ordinance No. 1389H	Ordinance Recommending The Approval Of The Lake County Solid Waste Tax Rate, Tax Levy, And Proposed Budget For 2016, As Submitted
L C Ordinance No. 1389H	Ordinance Or Resolution For Appropriations And Tax Rates
L C Ordinance No. 1389J	Ordinance Creating The Lake County Sheriff's Aviation Unit Grant Fund (Enbridge Corporation Grant), A Non-Reverting Fund
L C Resolution No. 15-103	Resolution For The Distribution Of Funds For Mental Health For Lake County for 2016
L C Resolution No. 15-104	Resolution To Reduce Certain Funds To Balance The 2016 Budget
L C Resolution No. 15-105	Resolution Authorizing An Appeal From Tax Levy Limits Established Pursuant To I.C. 6-1.1-18.5-1, ET. SEQ. For The Budget Year 2016 For The Property Tax Shortfall Due To Erroneous Assessed Valuation
L C Resolution No. 15-106	Resolution Authorizing An Appeal From Tax Levy Limits Established Pursuant To I.C. 6-1.1-18.5.1, ET. SEQ. For The Budget Year 2016 For E911
L C Resolution No. 15-107	Resolution Honoring Jack Eskridge As The Indiana Emergency Response Commission (IERC) 2015 Firefighter Of The Year
L C Resolution No. 15-108	Resolution Honoring Lake Central High School Sophomore Alexis Miestowski, IHSAA Girls Golf State Champion
L C Resolution No. 15-109	Resolution To Transfer Balance In Lake County's TIF Dissolution Fund, Fund No. 686 To The Excess Levy Excess Fund, Fund No. 113

Order #47 Agenda #61

In the Matter of Service Agreements

Repay made a motion, seconded by Scheub, to approve the following Service Agreements. Motion carried.

L C BOARD OF COMMISSIONERS	W/	Lubrifleet Powerwash
L C SURVEYOR	W/	Clifford-Wald & Co.

Order #47 Agenda #62

In the Matter of Poor Relief Decisions

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

O'Neill Burgas	Denied for appellant's failure to appear
Gail Hayes	Denied for appellant's failure to appear
Barbara Hunter	Approved
Chanel Jackson	Denied for appellant's failure to appear
Monique Moore	Approved
Kelli S. Patrick	Approved/partial
Kimberly Peoples	Approved/partial
Johnathan Porter	Denied
Alicia Tolbert	Approved/partial
Margaret Walker	Approved
Carlisha Wheatly	Approved/partial
Miguel Alcanter	Denied
Shyleyna Brawn	Denied
Tiffany Holden	Approved
Bryana Host	Remanded to township for further consideration and review
Marsellers Lacy	Approved/partial
Keshae Sumrall	Denied for appellant's failure to appear
Karen Taylor	Approved on condition
Millie Walker	Denied
William Clayborne	Approved
Elston Williams	Denied
Gwendolyn Williams	Denied
Raymond Crister	Denied for appellant's failure to appear
David Hardy	Approved
Tameka Johnson	Approved/partial
Brooke McCoolley	Denied
Brittany Morehead	Approved/partial
Marvin Rist	Denied
Katie Walker	Denied
Natasha Walters	Denied
Felisha Wynn	Denied
Lena Pruitt	Approved on condition
Bob Sehris	Denied
Anthony Johnson	Denied for appellant's failure to appear
Melanie Jones	Approved/partial
Karen Barnes	Denied

Order #47 Agenda #62 cont'd

Monica Campbell	Approved/partial
Foesia Driskell	Denied for appellant's failure to appear
Tina Gavin	Remanded to township for further consideration and review
Tiffany Harrison	Denied for appellant's failure to appear
Emmanuel Ikpok	Remanded to township for further consideration and review
Lisa Jackson	Denied for appellant's failure to appear
Whitney Mobley	Approved on condition
Angel Rodriguez	Approved/partial
Diamond Smith	Denied for appellant's failure to appear
Marlon Sneed	Denied
Lashanta Walker	Denied
Shirley Boyd	Approved
Talise Bronston	Approved
Tina Gavin	Approved
Mia Holmes	Approved
Sonya Long	Approved
Tegruta Long	Approved/partial
Toinette Neal	Approved/partial
Tiffany Rivers	Denied
Joan Smith	Remanded to township for further consideration and review
Alfonso Turner	Approved
Craig Williams	Remanded to township for further consideration and review
Ethel Collins	Denied
Toresia Driskill	Approved/partial
Angela Hill	Remanded to township for further consideration and review
Dennis Hunter	Denied
Rochelle Lewis	Denied for appellant's failure to appear
Roderick Lawery	Approved
Joan Smith	Approved/partial
Ralph Taylor	Approved
Kathlynn Wauchop	Denied for appellant's failure to appear
Craig Williams	Denied
Anita Zurawski	Approved/partial

Order #47 Agenda #63

In the Matter of Pay Immediate (hand cut) Checks: September, 2015.

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the months of September 2015. Motion carried.

Order #48 Agenda #64A

In the Matter of Appointments: Judicial Nominating Commission-Consensus Appointment.

Scheub made a motion to nominate Martha Wheeler, female Republican (as required), to the Judicial Nominating Commission-Consensus Appointment, Repay seconded the motion. Motion carried.

Order #49 Agenda #64B

In the Matter of Appointments: Crown Point Community Library Board Appointment.

Scheub made a motion, seconded by Repay, to re-appoint Mary Malloy-Rhee to the Crown Point Community Library Board Appointment. Motion carried.

Order #50 Agenda #64C

In the Matter of Appointments: Lowell Public Library Board Appointment.

Scheub made a motion, seconded by Repay, to appoint Lynne D Haberlin to the Lowell Public Library Board Appointment, former appointment term expired (Vern Hayden). Motion carried.

Order #51 Agenda #66

In the Matter of Commentary – Elected Officials.

Comes now, John Petalas, Lake County Auditor, with commentary to the Board of Commissioners, saying a thank you for an approval for a purchase needed in his Office, as well as County Council.

Order #52 Agenda #67

In the Matter of Commentary – Board of Commissioners.

Comes now, Commissioner Repay, with comment, stating Ray Guiden, Staff and Commissioners were thanked/recognized by the Federal Government Department of Veterans Affairs in regards to the Veterans Service program for allowing.

Comes now, Commissioner Allen, with comment, stating he's very happy with the progress of the 911 Consolidation, initially when we started the consolidation it was indicated that, for a County the size of Lake County, Indiana that the consolidation could not be done under 3years, that their had never been a consolidation under 3years for a County the size of Lake County Indiana and we've done it in less than 2years, so just want to congratulate everybody that's involved and thank the other Commissioners that are involved, the County Council, and the other Officials that are involved in the process, and what made it so remarkable out of all the Counties in the State of Indiana we had to consolidate from the most units of Government down to centralize our dispatch center, we had 18 units of Government to start with and out of all the other Counties, the other County, the one that had the largest units, only had 6 units they had to consolidate to one central location.

Order #52 Agenda #67 cont'd

Comes now, Commissioner Scheub, with comment, stating to the Press to see L C 911 Director Brian Hitchcock for a tour of the 911 Facility in the Lake County Government Center.

The next Board of Commissioners Meeting will be held on Wednesday, November 18, 2015 at 10:00 A.M.

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