

The Board met in due form with the following members present: Gerry Scheub, and Michael Repay. 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 15th day of April, 2016 at about 11:30 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 15th day of April, 2016 at about 11:30 a.m.

Order #1 Agenda #5A

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

Repay made a motion, seconded by Scheub, to approve the opening of the Bids/Proposals. Motion carried 2-0, 1 absent.

Order #2 Agenda #5B

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

Repay made a motion, seconded by Scheub, to approve the Additions – Item #7A – Motorola Solutions Change Order Number 8 in the amount of \$11,898.00 in additions - \$6,714.00 in deductions = A total increase of \$5,184.00; Item #7B – Motorola Solutions change order number 9 in the amount of \$6,714.00; Item #51C – Lake County Clerk (Hammond Office); Item #51D – Emergency Repairs to the Elevator at the Paramore Building in the amount of \$7,750.00 to be ratified; Item #51E – Town of St. John request for parcel #45-11-20-401-002.000-035; Corrections – none; Deletions – none, and ordered same to make a matter of public record the Final Agenda as amended and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record. Motion carried 2-0, 1 absent.

Order #3 Consent Agenda

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

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-e; #6B; #6C; #6D). Motion carried 2-0, 1 absent.

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 (Arcelor Mittal USA, LLC; Community Utilities of Indiana, Inc.; Hammond Group, Inc.; Tradebe Treatment and Recycling, LLC; Crew Car Wash; BP Products North America, Inc.; Walsh & Kelly, Inc.; Town of Lowell-Public Works (Journey Church Assembly of God in Lowell, Indiana; Buckeye Terminals LLC; Indiana Harbor Coke Company, LP; (2); Industrial Steel Construction, Inc.(2); Progress Rail Services Corp; Oil Technology, Inc.; Buckeye Terminals, LLC – Hammond Terminal; Harsco Minerals Briquetting; Schilling Development; Hammond Group, Inc.; Buck Hill, LLC; Betty, LLC). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-b

In the Matter of IDEM: Certificates of Liability Insurance.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (M.E. Olson Construction, Inc.; Berry Electric Contracting Co.; DLZ Indiana, LLC (2); Ziants Mechanical LLC; Neighborhood Contractor, Inc.; Mulder Maintenance & Services; Service Experts Heating & Air Conditioning LLC; Grimmer Construction, Inc.(2); Karstensen Electrical Construction, Inc.; Telephones Plus, Inc.; Affiliated Customer Service, Inc.; Advanced Waste Carriers, Inc.; Ron Fairley & Clark Fairley dba Insulation Service; Board of Commissioners, County of Lake, Indiana; S&S Construction(2)). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-c

In the Matter of IDEM: Continuation Certificates.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Continuation Certificates (Aluminum Siding Installation/Roofing Contractor; Simon Roofing and Sheet Metal Corp.; Northern Indiana Mechanical Inc.; Edmonds Plumbing Service dba Edmonds, Chad). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-d

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 (Jessup Homes LLC; Actin Contracting, LLC & Actin, Inc.; Done Right Inc.; Tile Effects, Ltd. Dbm Medema Marble Restoration; Clean Cut Tree Service; Priority Landscape and Maintenance, LLC). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6A-e

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 (Climate Pros Inc.; Dave's Home Improvements, Inc.; Alday Lawn Care dba Javier Martinez; BMH Tree Services, LLC; Actin Contracting, LLC & Actin, Inc.; Interstate Roofing and Maintenance, Inc.; Jessup Homes LLC; All Trades Restoration Services; Lake County Govt. Center; Medema Marble Restoration dba Tile Effects, Ltd.; N.I. Spanos Painting, Inc.; Done Right, Inc.; L A Painting Inc.; J&W Builders; National Wrecking Company; Elzinga & Volkers, Inc.; RBH Environmental Consulting and Remodeling Services LLC; Peter Rietveld DBA Certified Installation; C&S Carpentry, LLC; Illiana Roofing & Construction Inc.; Brasco Inc.; Rex Conrad Culver dba Conrad Construction; Priority Landscape and Maintenance, LLC; Lake County Govt. Center; Chemtec Energy Services, LLC; Advantage Paving Solutions, Inc.; W.A. Lynch Construction LLC). Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6B

In the Matter of Vendor Qualification Affidavits

Repay made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion carried 2-0, 1 absent.

PETERSON CONSULTING SERVICES, INC.
 GBS CORP.
 HERNANDEZ ELECTRICAL CONSTRUCTION & COMMUNICATIONS, LLC
 ACOSTA HEATING & A/C, LLC
 MYER BUILDERS
 JULIA KURTZ
 FARONICS TECHNOLOGIES USA, INC.
 OMNILINK SYSTEMS, INC.
 ACE GOLF NETTING, LP
 COUNTRY BARN PUBLISHING
 INTERSTATE BATTERIES OF CHICAGO
 KUIPER VEGETATION MANAGEMENT, LLC
 RUSSO HARDWARE
 STEAMVOLT, LLC
 VALOR TECHNOLOGIES, INC.

Order #3 Consent Agenda #6C

In the Matter of Treasurer's Departmental Report for the month of February & March, 2016.

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 February and March 2016. 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 February & March 2016 as submitted. Motion carried 2-0, 1 absent.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 02/16 - 03/15, 2016.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 02/16 - 03/15, 2016. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Allen, to accept the above Weights and Measures Report of February 16, 2016 – March 15, 2016 as submitted. Motion carried 2-0, 1 absent.

Order #4 Agenda #7

In the Matter of L C 9-1-1 – Change Order #1 from Stevens Engineers and Constructors, Inc. for the erection of the Gary and Cedar Creek Radio Towers in the amount of \$39,000.00 to be ratified.

Repay made a motion, seconded by Scheub, to approve Change Order #1 from Stevens Engineers and Constructors, Inc. for the erection of the Gary and Cedar Creek Radio Towers in the amount of \$39,000.00 on behalf of L C 9-1-1, Brian Hitchcock present and recommend approval. Mr. Hitchcock present. Motion carried 2-0, 1 absent.

Order #4 ADD Agenda #7A

In the Matter of L C 9-1-1 – Motorola Solutions Change Order #8 in the amount of \$11,898.00 in Additions - \$6,714.00 in Deductions = a total increase of \$5,184.00.

Repay made a motion, seconded by Scheub, to approve Motorola Solutions Change Order #8 in the amount of \$11,898.00 in Additions - \$6,714.00 in Deductions = a total increase of \$5,184.00 on behalf of L C 9-1-1, Brian Hitchcock present and recommend approval. Mr. Hitchcock present. Motion carried 2-0, 1 absent.

Order #4 ADD Agenda #7B

In the Matter of L C 9-1-1 – Motorola Solutions Change Order #9 in the amount of \$6,714.00.

Repay made a motion, seconded by Scheub, to approve Motorola Solutions Change Order #9 in the amount of \$6,714.00 on behalf of L C 9-1-1, Brian Hitchcock present and recommend approval. Motion carried 2-0, 1 absent.

Order #5 Agenda #10

In the Matter of L C Highway – Request for selection of a consulting engineering firm to provide construction engineering services for the replacement of Lake county Bridge #116, Fairbanks Street over Turkey Creek.

Repay made a motion for the selection of **Robinson Engineering** as the consulting engineering firm to provide construction-engineering services for the replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek, Scheub seconded the motion. Motion carried 2-0, 1 absent.

Order #6 Agenda #11

In the Matter of L C Highway – Request for selection of a consulting engineering firm to provide construction engineering services for the replacement of Lake county Bridge #241, Kennedy Avenue over the Grand Calumet.

Repay made a motion for the selection of **Hansen Engineering, Inc.** as the consulting engineering firm to provide construction-engineering services for the replacement of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet, Scheub seconded the motion. Motion carried 2-0, 1 absent.

Order #7 Agenda #12

In the Matter of L C Highway – Amendment No. 1 to an agreement entered into on October 15, 2014 between Hanson Professional Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet with addition of a Scour Analysis Report and reductions to other pay items making the net effect zero dollars.

Repay made a motion, seconded by Scheub, to approve Amendment No. 1 to an agreement entered into on October 15, 2014 between Hanson Professional Services, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the rehabilitation of Lake County Bridge #241, Kennedy Avenue over the Grand Calumet with addition of a Scour Analysis Report and reductions to other pay items making the net effect zero dollars. Motion carried 2-0, 1 absent.

Order #8 Agenda #13

In the Matter of L C Highway – Supplemental Agreement No. 2 between CHA Consulting, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the replacement of Lake County Bridge No. 36, State Line Road over the Kankakee River for Topographic Verification, Location Control Right of Way Appraisals, Acquisitions and Utility Coordination Services in the amount of \$82,900.00.

Repay made a motion to approve the Supplemental Agreement No. 2 between CHA Consulting, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the replacement of Lake County Bridge No. 36, State Line Road over the Kankakee River for Topographic Verification, Location Control Right of Way Appraisals, Acquisitions and Utility Coordination Services in the amount of \$82,900.00, Scheub commented, "why are we doing this?", Highway Engineer, responded, we're locked into an Agreement since we replaced Grange line bridge, we have to rehab this bridge, and it works with a State Federal Agreement, Highway Superintendent responded, discussion continued, Scheub, what will be done with the Lake north of the River, nothing can be done with it, so the State is making Lake County replace a one-lane bridge with another one-lane bridge, may possibly be able to use 2-beams, discussion ended, and Scheub seconded the motion. Motion carried 2-0, 1 absent.

Order #9 Agenda #14

In the Matter of L C Highway – Change Order No. 5 between the Indiana Department of Transportation and the Board of Commissioners of the County of Lake for Lake County Bridge #102, 61st Avenue over Deep River for a concrete foundation seal in the amount of \$29,862.93.

Repay made a motion, seconded by Scheub, to approve the Change Order No. 5 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 Lake County Bridge #102, 61st Avenue over Deep River for a concrete foundation seal in the amount of \$29,862.93. Motion carried 2-0, 1 absent.

Order #10 Agenda #15

In the Matter of L C Highway – AE-90 Bituminous Asphalt Memorandum of Understanding between the Town of Lowell and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to be ratified.

Repay made a motion, seconded by Scheub, to ratify the L C Highway – AE-90 Bituminous Asphalt Memorandum of Understanding between the Town of Lowell and the Board of Commissioners of the County of Lake. Motion carried 2-0, 1 absent.

Order #11 Agenda #16

In the Matter of L C Highway – Performance Bond from the Travelers Casualty and Surety Company of America for Singleton Stone, LLC in the amount of \$475,000.00 for improvements to Clay Street (Range Line Road) from SR-2 to a point 1 mile south of SR-2 to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Performance Bond from the Travelers Casualty and Surety Company of America for Singleton Stone, LLC in the amount of \$475,000.00 for improvements to Clay Street (Range Line Road) from SR-2 to a point 1 mile south of SR-2. Motion carried 2-0, 1 absent.

PERFORMANCE
BOND Bond No. 106321436
(Miscellaneous, not Construction)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, That we SINGLETON STONE LLC, as Principal, (hereinafter called "Principal"), and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, (hereinafter called "Surety"), are held and firmly bound unto LAKE COUNTY, INDIANA, as Oblige, in the full and just sum of Four Hundred Seventy Five Thousand and 00/100 U.S. Dollars (\$475,000.00) to be paid to the said Oblige or its successors or assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Order #11 Agenda #16 cont'd

WHEREAS, the Principal has entered, or is about to enter, in to a written Agreement with the Oblige for improvements to Clay Street from SR-2 to a point 1 mile South of SR-2 as is more specifically set forth in said Agreement, to which reference is hereby made.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform and carry out the covenants, terms, and conditions of said Agreement, then this obligation to be void; otherwise to remain in full force and effect.

Signed this 9th day of March, 2016.

SINGLETON STONE LLC
(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Sandra M. Nowak, Attorney-in-fact

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
MICHAEL REPAY/KB
GERRY SCHEUB/VD
MADE A MATTER OF PUBLIC RECORD
THIS 20TH DAY OF APRIL 20 16

Order #12 Agenda #17

In the Matter of L C Highway – Agreement between Midwest Toxicology Services and the Board of Commissioners of the County of Lake for drug and alcohol testing services for the year 2016 in the amount as follows: A. \$66.00 per drug test; B. \$25.00 fuel surcharge per on-site visit with mobile unit; C. \$30.00 per alcohol test complete by Midwest Toxicology Services; D. \$45.00 per alcohol test completed by Working Well.

Repay made a motion, seconded by Scheub, to approve the extension of the Agreement between Midwest Toxicology Services and the Board of Commissioners of the County of the Lake on behalf of Lake County Highway Department for drug and alcohol testing services for the year 2016 in the amount as follows, same fees as 2015. Motion carried 2-0, 1 absent.

- A. \$66.00 per drug test;
- B. \$25.00 fuel surcharge per on-site visit with mobile unit;
- C. \$30.00 per alcohol test complete by Midwest Toxicology Services;
- D. \$45.00 per alcohol test completed by Working Well.

Order #13 Agenda #18

In the Matter of L C Highway – County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake for buried telephone facilities; re: Job #A00AHLI located at West Row Colfax and South Raw of 236th Avenue and Colfax.

Repay made a motion, seconded by Scheub, to approve the County Utility Agreement between AT&T-Indiana and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for buried telephone facilities; re: Job #A00AHLI located at West Row Colfax and South Raw of 236th Avenue and Colfax. Motion carried 2-0, 1 absent.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County;
Duane Alverson: email-ALVERDA@LAKECOUNTYIN.ORG
1100 East Monitor Street
Crown Point, IN 46307
(3 - Copies Included)

hereinafter referred to as the Board, and:

AT&T-INDIANA
302 S. East St
Crown Point, IN 46307

Engineer: John Christofanelli
Phone: 219-662-4431
Please return permit to NJ2914@ATT.COM

hereinafter referred to as the Permittee, do hereby agree that utility facilities consisting of **buried telephone facilities; re: job # A00AHLI** located at west Row Colfax and south row of 236th av and new handhole sw corner of 236th av and Colfax is hereby granted permission to be located within the highway right-of-way in accordance with the attached drawings or if no drawings are attached, the utility facility will be placed adjacent to the present utility facilities and within two feet of the right-of-way line as indicated on the plans for the proposed project. In consideration thereof the Permittee hereby agrees to abide by and conform to the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.
2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvements necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.
The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the highway right-of-way.
3. The Permittee shall save harmless and indemnify the Board from any Claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.
4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonable necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.
5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the

Order #13 Agenda #18 cont'd

highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-way by Utilities 1971".

7. The filing of a Bond or a certificate of Insurance acceptable and approved by the Lake County Board of Commissioners for the amount of \$1,000,000.00.

John Christofanelli

Applicant of Authorized Representative
John Christofanelli - Design Engineer
Date of Signature: March 18, 2016

Recommended for Approval by:

[Signature] 4/6/16
Lake County Highway Department

[Signature] 4.6.2016
Lake County Highway Department

BOARD OF COMMISSIONERS OF
LAKE COUNTY, INDIANA

Member _____

[Signature] X.B.
Member
APR 20 2016

[Signature]
Member
APR 20 2016

ATTEST: *[Signature]*
Lake County Auditor
APR 20 2016 OG

**APPROVAL SUBJECT TO THE FOLLOWING
(UNLESS OTHERWISE NOTED)**

1. ALL PAVEMENT CROSSINGS TO BE BORED, AUGERED OR PUSHED.
2. ALL TRENCHES TO BE MINIMUM 5 FEET FROM AND 36 INCHES BELOW EDGE OF PAVEMENT.
3. ALL SURFACES TO RESTORED TO ORIGINAL CONDITION OF BETTER.
4. ALL UTILITIES ARE TO BE LOCATED IN UTILITY EASEMENTS, IF PRESENT.

NOTE: THE LAKE COUNTY HIGHWAY DEPARTMENT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES IF NOT IN COMPLIANCE WITH THE ABOVE REQUIREMENTS.

Order #14 Agenda #19

In the Matter of L C Highway – Agreement between the Lochmueller Group, Inc. and the Board of Commissioners of the County of Lake to provide design engineering, utility coordination and right of way inspection services for US 41 and 109th Avenue Intersection Improvements in an amount not to exceed \$108,000.00.

Repay made a motion, seconded by Scheub, to approve the Agreement between the Lochmueller Group, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to provide design engineering, utility coordination and right of way inspection services for US 41 and 109th Avenue Intersection Improvements in an amount not to exceed \$108,000.00. Motion carried 2-0, 1 absent.

Order #15 Agenda #20

In the Matter of L C Highway – Indiana Department of Transportation Construction Change Order No. 3 for Lake County Bridge #306, Broad Street over Turkey Creek in the decreased amount of -\$25,310.20.

Repay made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Construction Change Order No. 3 for Lake County Bridge #306, Broad Street over Turkey Creek in the decreased amount of -\$25,310.20, which modifies the contract amount to \$935,808.39, on behalf of the Lake County Highway Department. Motion carried 2-0, 1 absent.

Order #16 Agenda #21

In the Matter of L C Highway – Agreement between Christopher B. Burke Engineering, LTD and the Board of Commissioners of the County of Lake for professional engineering services for the 41st Avenue proposed drainage project in an amount not to exceed \$252,340.00.

Repay made a motion, seconded by Scheub, to approve the Agreement between Christopher B. Burke Engineering, LTD and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for professional services for design engineering, preparation of final engineering plans and real estate documents for 41st Avenue Proposed Drainage Project in an amount not to exceed \$252,340.00. Motion carried 2-0, 1 absent.
(SEE FILE "CONTRACTS" 2016 FOR AGREEMENT)

Order #17 Agenda #8

In the Matter of RFP: L C Highway – Waste Removal Services for the Crown Point and Lowell Highway facilities for the year 2016 (to be opened).

This being the day, time and place for the receiving of proposals for Waste Removal Services for the Crown Point and Lowell facilities for the year 2016 for the Highway Department, the following proposals were received:

Order #17 Agenda #8 cont'd

Republic Services	\$various
Star Disposal	\$various
Waste Management	\$no bid

Repay made a motion, seconded by Scheub, to take the above-mentioned proposals under advisement for further tabulation and recommendation by the Highway Department. Motion carried 2-0, 1 absent.

Order #17 Agenda #9

In the Matter of RFP: L C Highway – Uniforms for the mechanics, rental and cleaning of shop towels and rental and cleaning of mats/rugs for the Crown Point and Lowell facilities for the year 2016 (to be opened).

This being the day, time and place for the receiving of proposals for Uniforms for the mechanics, rental and cleaning of shop towels and rental and cleaning of mats/rugs for the Crown Point and Lowell facilities for the year 2016, for the Highway Department, the following proposals were received:

Aramark Uniforms	\$various
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Repay made a motion, seconded by Scheub, to take the above-mentioned proposals under advisement for further tabulation and recommendation by the Highway Department. Motion carried 2-0, 1 absent.

Order #18 Agenda #22

In the Matter of SPECIFICATIONS: L C Sheriff – Food, Bread & Dairy Products for the period of July 1, 2016 to December 31, 2016 to be advertised. Bids to be returned by Wednesday, May 18, 2016 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 Specification for Food, Bread & Dairy Products for the period of July 1, 2016 to December 31, 2016 for the L C Sheriff/Jail for the return of bids by Wednesday, May 18, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

Order #19 Agenda #23

In the Matter of L C Sheriff – Request for permission to conduct an Auction on Saturday, June 4, 2016 from 8:00 A.M. to 12:00 Noon.

Repay made a motion, seconded by Scheub, to grant permission to the Lake County Sheriff to conduct an Auction Saturday, June 4, 2016 from 8:00 A.M. to 12:00 Noon. Sheriff requested Various Department be notified of Auction for any items to be added to Auction. Sheriff requested any other Departments submit to the Sheriff Garage any items to add to Auction inventory. Motion carried 2-0, 1 absent.

Order #20 Agenda #24

In the Matter of L C Sheriff – Request for permission to host the Fallen Officer's Blood Drive in front of the Courts (B) Building at the Lake County Government Center on June 1st and 2nd, 2016 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Sheriff's Department to host the Fallen Officer's Blood Drive, The Red Cross will park their bus in front of the Courts (B) Building at the Lake County Government Center on June 1st and 2nd, 2016. Motion carried 2-0, 1 absent.

Order #21 Agenda #25

In the Matter of SPECIFICATIONS: L C Juvenile Center - Food, Bread & Dairy Products for the period of July 1, 2016 to December 31, 2016 to be advertised. Bids to be returned by Wednesday, May 18, 2016 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 July 1, 2015 to December 31, 2016 for the L C Juvenile Center for the return of bids by Wednesday, May 18, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

Order #22 Agenda #26

In the Matter of SPECIFICATIONS: L C Community Corrections - Food, Bread & Dairy Products for the period of July 1, 2016 to December 31, 2016 to be advertised. Bids to be returned by Wednesday, May 18, 2016 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 July 1, 2015 to December 31, 2016 for L C Community Corrections for the return of bids by Wednesday, May 18, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried 2-0, 1 absent.

Order #23 Agenda #27

In the Matter of L C Board of Elections and Registration – Legal Services Agreement entered into on December 16, 2015 between David Wickland and the Board of Commissioners of the County of Lake for the year 2016 to be terminated as of March 31, 2016 per the attached resignation letter.

Repay made a motion, seconded by Scheub, to approve the Legal Services Agreement between David Wickland and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the year 2016 to be terminated, as requested by letter from Attorney David Wickland, termination effective March 31, 2016. Motion carried 2-0, 1 absent.

Order #23 Agenda #28

In the Matter of L C Board of Elections and Registration – Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake for Board Attorney Services for the period of April 1, 2016 to December 31, 2016 in an amount not to exceed \$16,875.00 payable at the rate of \$90.00 per hour.

Order #23 Agenda #28 cont'd

Repay made a motion, seconded by Scheub, to approve the Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Services for the period of April 1, 2016 to December 31, 2016 in an amount not to exceed \$16,875.00 payable at the rate of \$90.00 per hour. Motion carried 2-0, 1 absent.

Order #24 Agenda #29

In the Matter of L C Fairgrounds – Request for the selection of a consulting engineer to provide design engineering services for the preparation of plans, specifications and bidding documents for the rehabilitation of the Covered Bridge #392 in the Lake County Fairgrounds.

Repay made a motion, seconded by Scheub, to approve the selection of **VS Engineering** as the consulting engineer to provide design-engineering services for the preparation of plans, specifications and bidding documents for the rehabilitation of the Covered Bridge #392 in the Lake County Fairgrounds. Motion carried 2-0, 1 absent.

Order #25 Agenda #30

In the Matter of L C Fairgrounds – Service Agreement between Star Disposal of Indiana and the Board of Commissioners of the County of Lake for trash collection for the year 2016 in the amount of 30 yrd/\$309.00 per pull/4.5 limit/\$48.00 per ton over 4.5 tons.

Repay made a motion, seconded by Scheub, to approve the Service Agreement between Star Disposal of Indiana and the Board of Commissioners of the County of Lake on behalf of Lake County Fairgrounds for trash collection for the year 2016 in the amount of 30 yrd/\$309.00 per pull/4.5 limit/\$48.00 per ton over 4.5 tons. Motion carried 2-0, 1 absent.

Order #26 Agenda #31

In the Matter of L C Fairgrounds – Service Agreement between Service Sanitation and the Board of Commissioners of the County of Lake for portable sanitation services for the year 2016 excluding August in the amount of \$65.00 per month one (1) portable restroom and \$210.00 per month for two (2) handicap accessible portable restrooms.

Repay made a motion, seconded by Scheub, to approve Service Agreement between Service Sanitation and the Board of Commissioners of the County of Lake on behalf of Lake County Fairgrounds for portable sanitation services for the year 2016 excluding August in the amount of \$65.00 per month one (1) portable restroom and \$210.00 per month for two (2) handicap accessible portable restrooms. Motion carried 2-0, 1 absent.

Order #27 Agenda #32

In the Matter of L C Data Processing – Information concerning emergency alert system software.

Repay made a motion, seconded by Scheub, to make a matter of public record the Information concerning SNAP Comms Alert System, Emergency Alert System Software, Mark Pearman present/spoke to the Board of Commissioners regarding software and cost estimate eight thousand a year and eight thousand for a one-time purchase. Letter of recommendation to Commissioner Allen, Sr. from Mark Pearman of Data Processing. Motion carried 2-0, 1 absent.

Order #28 Agenda #33

In the Matter of L C B.O.C. – Action on the establishment of a Cumulative Bridge Fund.

Repay made a motion, seconded by Scheub, to approve the advertising of a public notice to be published for a Notice of Public Hearing, Lake County, Indiana Taxpayers of a Hearing on a Proposed Cumulative Bridge Fund, Public Hearing to be held May 18, 2016. Attorney Dull spoke. Notice published 5/2&9/2016. Motion carried 2-0, 1 absent.

Order #29 Agenda #34

In the Matter of L C B.O.C. – Action to recommend the establishment of a Cumulative Drainage Fund.

Repay made a motion, seconded by Scheub, to make a formal recommendation to establish a Cumulative Drainage Fund approve, recommendation to Lake County Council by Resolution, Resolution No. 16-07, Resolution Recommending The Establishment Of A Cumulative Drainage Fund. Motion carried 2-0, 1 absent.

Order #30 Agenda #35

In the Matter of L C B.O.C. – Action on a Lease between the Lake County Agricultural Society, Inc. and the Board of Commissioners of the County of Lake.

Repay made a motion, seconded by Scheub, to approve the Lease between Lake County Agricultural Society, Inc. and the Board of Commissioners of the County of Lake. Attorney Dull spoke. Motion carried 2-0, 1 absent.

Order #31 Agenda #36

In the Matter of L C B.O.C. – Report from the Commissioners Tax Sale held in March to be made a matter of public record.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the report from the Commissioners Tax Sale held in March 2016, reporting 1.7 million. Attorney Dull spoke. Motion carried 2-0, 1 absent.

Order #32 Agenda #37

In the Matter of L C B.O.C. - Board of Commissioners of the County of Lake Resolution No. 16-06 against the construction of and operation of an approximately 278-mile rail line with up to six (6) tracks.

Repay made a motion, seconded by Scheub, to make a matter of public record the Board of Commissioners of the County of Lake Resolution No. 16-06 against the construction of and operation of an approximately 278-mile rail line with up to six (6) tracks. Motion carried 2-0, 1 absent.

Order #32 Agenda #37 cont'd

RESOLUTION
LAKE COUNTY BOARD OF COMMISSIONERS
Resolution No. 16-06

WHEREAS, the Lake County board of Commissioners is the Executive Body of government in Lake County, Indiana; and

WHEREAS, on March 21, 2016, the County Planning Director received from the Surface Transportation Board a "Notice of Intent to Prepare an Environmental Impact Statement;" and

WHEREAS, this notice is the only communication received by any county department from either the Surface Transportation Board or Great Lakes Basin Transportation, Inc.; and

WHEREAS, Great Lakes Basin Transportation, Inc., plans to file a request with the "Surface Transportation Board to construct and operate an approximately 278-mile rail line; and

WHEREAS, the proposed rail line could consist of up to six (6) tracks; and

WHEREAS, the residents of Lake County have until May 16, 2016 to provide the Surface Transportation Board comments on the scope of the environmental impact study; and

WHEREAS, the public meetings within Indiana for the scope of the environmental impact study are currently set for:

April 12, 2016	April 13, 2016	April 14, 2016
5:30 PM to 8:00 PM	5:30 PM to 8:00 PM	5:30 PM to 8:00 PM
Veterans of Foreign Wars	American Legion	Civic Auditorium
17401 Morse Street	203 S. Washington Street	1001 Ridge Street
Lowell, Indiana	Wanatah, Indiana	LaPorte, Indiana

WHEREAS, the Lake County Board of Commissioners are alarmed at the significant environmental impacts this proposed rail line running the entire length of the county from west to east would have on Lake County; and


WHEREAS, the significant environmental impacts and dangers would include transportation of hazardous materials, closure of local roads, devaluing of property, drainage issues, and negative impacts on future land use. The proposed rail line would also create noise, vibration and considerable safety concerns at all of the crossings;

THEREFORE, BE IT RESOLVED by the undersigned that the Lake County Board of Commissioners foresee no positive economic impact from this new proposed rail line, and foresee significant permanent negative environmental impacts, and therefore are against Great Lakes Basin Transportation, Inc.'s proposed 278 mile rail line.

THIS RESOLUTION passed and adopted this 20th day of April, 2016.

LAKE COUNTY BOARD OF COMMISSIONERS


Gerry Scheub, President


Kyle Allen

Michael Repay

ATTEST:


Auditor John Petalas OG

Order #33 Agenda #38

In the Matter of L C B.O.C. – Letter dated March 16, 2016 from the Federal Emergency Management Agency concerning Revalidation 2, Case Number 13-05-6776V, Community No. 180126, revised FIRM Panel Nos.: 18089C0141F, and 18089C0161F.

Repay made a motion, seconded by Scheub, to make a matter of public record the Letter dated March 16, 2016 from the Federal Emergency Management Agency concerning Revalidation 2, Case Number 13-05-6776V, Community No. 180126, revised FIRM Panel Nos.: 18089C0141F, and 18089C0161F. Nation Flood Insurance Program (NFIP) map panel. Motion carried 2-0, 1 absent.

Order #34 Agenda #39

In the Matter of L C B.O.C. – Letter dated March 15, 2016 from the Town of Highland concerning transmittal of Notice of a recently adopted Resolution #2016-12 Proposing the Establishment of Tax Abatement for property located at 8835-8845 Kennedy Avenue, Highland, Indiana 46322, pursuant to I.C. 6-1.1-12.1-2.5 et seq.

Repay made a motion, seconded by Scheub, to make a matter of public record the Letter dated March 15, 2016 from the Town of Highland concerning transmittal of Notice of a recently adopted Resolution #2016-12 Proposing the Establishment of Tax Abatement for property located at 8835-8845 Kennedy Avenue, Highland, Indiana 46322, pursuant to I.C. 6-1.1-12.1-2.5 et seq. Motion carried 2-0, 1 absent.

Order #35 Agenda #40

In the Matter of L C B.O.C. – Letter dated March 14, 2016 from the Town of Highland concerning Proposed Adoption of Highland Ordinance No. 1613 to establish an Economic Development Target Area (EDTA), pursuant to I.C. 6-1.1-12.1-2.5 et seq.

Repay made a motion, seconded by Scheub, to make a matter of public record the Letter dated March 14, 2016 from the Town of Highland concerning Proposed Adoption of Highland Ordinance No. 1613 to establish an Economic Development Target Area (EDTA), pursuant to I.C. 6-1.1-12.1-2.5 et seq. Motion carried 2-0, 1 absent.

Order #36 Agenda #41

In the Matter of L C B.O.C. – Agreement between Franciscan Alliance and the Board of Commissioners of the County of Lake for Wellness Program.

Repay made a motion, seconded by Scheub, to approve the Agreement between Franciscan Alliance and the Board of Commissioners of the County of Lake for Wellness Program, 1-year term. Larry Blanchard present/spoke recommended approval on behalf of the Insurance Oversight Committee, wellness panel included in package. Motion carried 2-0, 1 absent.

FRANCISCAN ALLIANCE WELLNESS AGREEMENT**Lake County Government Wellness Program 2016**

This Franciscan Alliance Wellness Agreement ("**Agreement**"), dated as of March 01, 2016 ("**Effective Date**"), is entered by and between Franciscan Alliance, Inc. d/b/a Franciscan Working Well ("**Franciscan**"), and Lake County Government. ("**Client**"). Franciscan and Client are sometimes referred to individually as ("**Party**") and collectively as ("**Parties**").

Witnesseth

WHEREAS, Client and Franciscan mutually desire to enter into this Agreement pursuant to which (i) Franciscan shall provide medical services to employees and employee dependents of Client, and (ii) Client shall pay Franciscan for providing such medical services to its eligible employees and their dependents at the pricing agreed to by Franciscan and Client. The service will include wellness blood draws, the Wellness Biometric Screening, and ~~Employee Assistance Program (EAP)~~ ^{EAP services}. (See Attachment A).

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed thereto:
 - (a) "**Approved Medical Services**" means the wellness blood draws, lab tests, and ~~EAP services~~ ^{EAP services} as identified in Attachment A that will be provided at a Designated Location on designated dates and times.
 - (b) "**Covered Person**" means either an eligible employee or an eligible dependent, including spouses and other family members who are eligible by virtue of their relationship with Lake County Government.
 - (c) "**Designated Location**" means one of the Franciscan locations identified in Attachment B or mutually agreed upon off-site location.
2. **Covered Person List.** Client must provide to Franciscan with a list of Covered Persons eligible for Approved Medical Services ("**Covered Person List**") and shall be responsible for providing such other information as Franciscan may reasonably need for purposes of this Agreement. Client agrees that until it provides Franciscan with notice that a Covered Person is no longer a Covered Person eligible for Approved Medical Services, Client shall be responsible for the payment of all Approved Medical Services provided to such former Covered Person at a Designated Location. All Covered Persons will be required to sign an authorization of release of information (See Attachment C) and a notice of privacy acknowledgement (See Attachment D).
3. **Approved Medical Services by Franciscan to Client.** During the term of this Agreement, Franciscan shall provide the Approved Medical Services at the Designated Locations identified in Attachment A. All Approved Medical Services shall be billed per employee at the time of service per visit at the approved rates identified in Attachment B ("**Approved Rates**"). Client hereby acknowledges that

Order #36 Agenda #41 cont'd

only Approved Medical Services received at the Designated Location per Attachment B ##are covered under this Agreement. Payment

Client shall pay Franciscan per employee for the services rendered under this Agreement as defined in Attachment A.

- (a) Client will arrange for the Payment to Franciscan Alliance, 30 day net after services are rendered to Client. Remittance should be sent to :

FranciscanAlliance Wellness Agreement
35332 Eagleway
Chicago, IL 60678-1353

- (b) The invoice will be submitted to Client by Franciscan after services are rendered to the following address:

Lake County Government
2293 N. Main Street
Crown Point, IN 46307

Medical Services Not Covered by This Agreement. In the event that a Covered Person(s) requests Franciscan Alliance to perform other services not specifically covered by this Agreement in Attachment A, the service will be self-pay by Covered Person at the time of service.

4 Term. The term of this Agreement ("Term") shall consist of:

- (a) The original term commencing on March 01, 2016, and ending on March 01, 2017 ("**Original Term**");

5. Termination. Notwithstanding, anything contained herein to the contrary, Client or Franciscan may terminate this Agreement at any time for any reason upon a ninety (90) day prior written notice to the other Party ("**Termination Date**"). In the event Client (i) becomes insolvent, (ii) files bankruptcy or (iii) enters into an agreement with a competitor of Franciscan to provide medical services that include the Approved Medical Services, Franciscan shall have the right to terminate this Agreement immediately.

6. Effect of Termination. In the event of termination of this Agreement, Client shall not be released or relieved of its obligation to pay Franciscan for all services performed pursuant to this Agreement. .

7. Confidential. The terms and conditions of this Agreement are confidential and proprietary. Information disclosed by each Party is strictly confidential and should not be shared with any entity, individual, or person outside of the Parties involved without the express written consent of the other Party to this Agreement.

8. Mutual Indemnification. Client shall indemnify, defend and hold harmless Franciscan, any of its successors, its affiliates, subsidiaries and their respective members, officers, employees, agents, and representatives ("Indemnitees") from and against any and all claims, liabilities, costs, expenses (including, but not limited to, reasonable attorneys' fees) or damages which arise out of or are based upon (i) Client's, its employees, agents or contractors negligence, willful misconduct or recklessness with respect to any error, act or omission (ii) any material breach of the terms of this Agreement by

Client and (iii) any bodily injury to a Client employee while on any premise or location of Indemnitees when services are being provided under this Agreement even if Indemnitees are negligent or in any other way at fault for such injury. All indemnification shall be as allowable by law and if one section is unlawful it shall not impact any other part of this section.

Franciscan agrees to indemnify and hold harmless Client, its directors, officers, employees, and agents from and against any and all claims, actions or liabilities, which may be asserted against them by third parties in connection with the negligent performance of Franciscan, its directors, officers, employees, or agents under this Agreement.

The Section shall survive the expiration or termination of this Agreement for any reason.

9. Independent Contractor. For purposes of this Agreement, Client and Franciscan are independent contractors. No agency, joint venture, partnership or representation agreement is created by this contract.

10. Legal and Tax Advice. It is agreed and understood by both Parties that Franciscan is not providing Client with either tax or legal advice as to the effect of its services on any tax regulations or any benefit programs. Client hereby agrees to defend, indemnify, and hold harmless Franciscan from any and all claims by a Covered Person against Franciscan pertaining to the interaction of this Agreement with any tax consequences, including health savings accounts.

11. Sole Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the provision of Approved Medical Services at the Designated Location, and no other agreement, statement or promise related to the subject matter of this Agreement shall be valid or binding. The Parties hereby acknowledge that this does not extinguish any pre-existing obligation of Client to pay for any Approved Medical Services provided prior to the Effective Date or amend any other agreement as it pertains to medical services that are not Approved Medical Services covered under this Agreement.

12. Assignment. This Agreement shall not be assigned, subcontracted, delegated or transferred by any party without the prior written consent of the other Parties.

13. Notices. Notices shall be written and shall be effective as follows: (i) upon delivery if personally delivered; or (ii) upon delivery if sent via certified mail or overnight courier addressed as set forth below or to any other address specified in writing by a Party:

Notice to Client:

Lake County Government
2293 N. Main Street
Crown Point, IN 46307

Franciscan WorkingWell
4111 Franklin Street Suite 1 D
Michigan City, IN 46360

14. Ethical and Religious Directives. Client acknowledges that Franciscan's religious affiliation is Roman Catholic and that Franciscan adheres to the Ethical and Religious Directives for Catholic Health

Order #36 Agenda #41 cont'd

Facilities as promulgated and amended from time to time by the United States Conference of Catholic Bishops of the Roman Catholic Church, (the "Directives"). Notwithstanding any provision of this Agreement to the contrary or anything else, Franciscan Working Well shall not be required, nor shall any provision hereof be construed to require Franciscan Working Well, to provide services or participate in activities that are inconsistent with the Directives or medical ethics or precepts of the Catholic Church.

15. Attorneys' Fees. In addition to any other right or remedy granted hereunder each party shall be entitled to recover from the other (the "Defaulting Party") reasonable attorneys' fees and court costs incurred by such Party in connection with the enforcement of its rights and remedies hereunder resulting from the default or breach of the Defaulting party.

16. Governing Law. This Agreement in all respects is to be interpreted and construed in accordance with and governed by the laws of the State of Indiana. The Parties hereto irrevocably consent to the jurisdiction and venue of either the state or federal courts serving Lake County, Indiana with respect to any and all actions related to this Agreement or the enforcement hereof.

17. Execution and Enforceability of Agreement. Client and Franciscan represent and warrant to each other that (i) each is not prevented by any other agreement or contract or any law from entering into and performing this Agreement in accordance with its terms and (ii) this Agreement has been duly and validly executed and delivered and constitutes the legal, valid, binding and enforceable agreement of Client and Franciscan.

18. Amendment. This Agreement may not be amended, modified or waived in any manner except by an instrument in writing signed by both Parties to this Agreement.

19. Interpretations. The heading contained herein are for convenience only and do not expand or limit the contents of this Agreement.

(signatures on following page)

ADDENDUM TO FRANCISCAN ALLIANCE WELLNESS AGREEMENT
Lake County Government Wellness Program 2016

This Addendum to Franciscan Alliance Wellness Agreement for the Lake County Government Wellness Program 2016 ("Addendum") is entered into between Franciscan Alliance, Inc. d/b/a Franciscan Working Well ("Franciscan") and Lake County Government ("Client") as of 4/20, 2016.

WHEREAS, Client and Franciscan entered into the Franciscan Alliance Wellness Agreement Lake County Government Wellness Program 2016 ("Agreement") pursuant to which Franciscan agreed to provide certain medical services to employees and employee dependents of Client; and the parties now desire to amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Nondiscrimination. Each party agrees to perform its obligations under the Agreement without regard to sex, race, color, religion, disability, or national origin.

2. Entire Agreement. This Addendum shall supplement and constitute part of the Agreement. Terms not defined in this Addendum shall have the meanings set forth in the Agreement. To the extent the provisions of this Addendum and the Agreement conflict, the provisions of this Addendum shall prevail. Except as specifically amended here, all other provisions of the Agreement shall remain in full force and effect. This Addendum constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement and understanding relating to the subject matter of this Addendum. This Addendum may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

3. Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument, including by facsimile or electronic mail (including, without limitation, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart), which shall be treated as and deemed to be original signatures for all purposes, and shall have the same binding effect as if they were original, signed instruments delivered in person.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first above written.

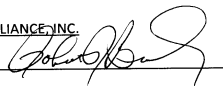
[signature page follows]

Order #36 Agenda #41 cont'd

IN WITNESS THEREOF, the undersigned have executed this Agreement on the date(s) shown below:

Franciscan:

FRANCISCAN ALLIANCE, INC.

BY: 

PRINTED: Robert J. Brody, Senior Vice President and COO

TITLE: Senior Vice President, COO, Franciscan Alliance Ambulatory Services

DATE: 4/13/16

INITIALED: CAD [Chris DiGiusto, VP of Ambulatory Services]

Client:

Lake County Government

BY: _____

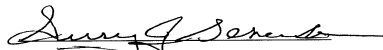
PRINTED: _____

TITLE: _____

DATE: _____

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

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


GERRY J. SCHEUB


MICHAEL REPAY

absent
KYLE W. ALLEN, SR.

ATTEST:


JOHN PITALAS,
LAKE COUNTY AUDITOR

Order #37 Agenda #42

In the Matter of L C B.O.C. – Letter from the Board of Commissioners of the County of Lake to the Lake County Auditor and Lake County Treasurer designating Lake County as Enhanced Entity under the terms of the Interlocal Cooperation Agreement for Westlake Corridor Extension ad the Recipient of a percentage of the County’s Distribution of County Economic Development Income Tax and authorizing and instructing the proper Officer of Lake County to transfer the stated percentage of the distribution to the Commuter Rail and Extension Fund, all pursuant to I.C. 6-3.5-7-15(a)(2) and Section 5(C)(1) of the Interlocal Agreement to be made a matter of public record.

Comes now, Attorney Dull, stating, this is a letter from the Board of Commissioners to the Auditor, authorizing the Auditor to automatically separate money as it comes in on CEDIT into the proper funds for the Westlake Corridor Project

Repay made a motion, seconded by Scheub, to approve for a matter of public record the Letter from the Board of Commissioners of the County of Lake to the Lake County Auditor and Lake County Treasurer designating Lake County as Enhanced Entity under the terms of the Interlocal Cooperation Agreement for Westlake Corridor Extension ad the Recipient of a percentage of the County’s Distribution of County Economic Development Income Tax and authorizing and instructing the proper Officer of Lake County to transfer the stated percentage of the distribution to the Commuter Rail and Extension Fund, all pursuant to I.C. 6-3.5-7-15(a)(2) and Section 5(C)(1) of the Interlocal Agreement. Motion carried 2-0, 1 absent.

Order #38 Agenda #43

In the Matter of L C B.O.C. – SRI Services Master Agreement between SRI, Incorporated and the Board of Commissioners of the County of Lake for the period of April 20, 2016 to April 19, 2017 for Tax Sale Support Services per Addendum in the amount of \$75.00 for each parcel listed on the Certified List as a “cost of sale” billed to each property owner.

Repay made a motion, seconded by Scheub, to approve the SRI Services Master Agreement between SRI, Incorporated and the Board of Commissioners of the County of Lake for the period of April 20, 2016 to April 19, 2017 for Tax Sale Support Services per Addendum in the amount of \$75.00 for each parcel listed on the Certified List as a “cost of sale” billed to each property owner. Motion carried 2-0, 1 absent.

Order #39 Agenda #44

In the Matter of L C B.O.C. – 2016 Tax Sale Work Plan between SRI, Incorporated and the Lake County Auditor and Lake County Treasurer to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the 2016 Tax Sale Work Plan between SRI, Inc. and the Lake County Auditor and Lake County Treasurer, submitted by SRI, Inc. Motion carried 2-0, 1 absent.

Order #40 Agenda #45

In the Matter of L C B.O.C. – Habitat for Humanity of Northwest Indiana request for Parcel Number 45-19-23-330-002.000-008.

Repay made a motion, seconded by Scheub, to approve the request for Parcel Number 45-19-23-330-002.000-008 to be granted to Habitat for Humanity of Northwest Indiana. Motion carried 2-0, 1 absent.

Order #41 Agenda #46

In the Matter of L C B.O.C. – Military Child Education Coalition announcement that April is the Month of the Military Child.

Repay made a motion, seconded by Scheub, to approve the declaration of April as the Month of the Military Child as announced by the Military Child Education Coalition. Motion carried.

Order #42 Agenda #47

In the Matter of L C B.O.C. – All potential bidders must pre-qualify in accordance with Lake County Council Ordinance No. 1391B, Ordinance to establish responsible bidding practices and submission requirements for submitting bids to perform construction works on public works projects in Lake County, Indiana for all projects in excess of \$150,000.00.

Repay made a motion, seconded by Scheub, to approve the advertising of the Notice to All Potential Bidders: Required Pre-Qualification for Any Bid For Public Construction Submitted to Lake County, Indiana, notice published April 14th & 21st, 2016. Motion carried 2-0, 1 absent.

**REQUIRED PREQUALIFICATION FOR ANY
BID FOR PUBLIC CONSTRUCTION SUBMITTED TO
LAKE COUNTY, INDIANA**

On December 8, 2015, the Lake County Council adopted Ordinance Number 1391B which required that contractors proposing to submit a bid on any County of Lake project estimated to costs more than \$150,000 must prequalify.

Any contractor submitting a bid for a bid opening date after June 1, 2016 must comply with this Ordinance. Note that compliance must occur prior to receipt of a bid and prequalification will last for one (1) year.

Listed below are the requirements as stated in the County Council Ordinance. Any party seeking to prequalify must submit the information listed in Section 1, Paragraphs A-L to President of the Lake County Board of Commissioners. The Ordinance is as follows:

SECTION 1. This Ordinance which is entitled "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work on Public Works Projects in Lake County, Indiana." is hereby enacted and shall read as follows:

1. **Bid Submission Requirements**

Contractors proposing to submit bids on any County of Lake ("County") project estimated to be at least One Hundred Fifty Thousand Dollars (\$150,000.00) or more must, prior to the opening of bids, submit a statement made under oath and subject to perjury laws, on a form designated by the County and must include:

- A. A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this subsection shall not apply;
- B. A list identifying all former business names;
- C. Any determination by a court or governmental agency for violation of federal, state or local laws, including but not limited to violation of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), or federal Davis-Bacon and related Acts;
- D. A statement on staffing capabilities, including labor sources;
- E. Evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship certificates or standards for these training programs;

Order #42 Agenda #47 cont'd

- F. A copy of a written plan for employee drug testing that: (1) covers all employees of the bidder who will perform work on the public work project; and (2) meets, or exceeds, the requirements set forth in I.C. 4-13-18-5 or I.C. 4-13-18-6;
- G. The name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project;
- H. Proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder;
- I. Evidence that the contract is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties; and
- J. A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years;
- K. A statement that individuals who will perform work on the public work project on behalf of the bidder will be properly classified as either (1) an employee or (2) an independent contractor, under all applicable state and federal laws and local ordinances;
- L. A list of projects of similar size and scope of work that the bidder has performed in the State of Indiana within three (3) years prior to the date on which the bid is due.

The County reserves the right to demand supplemental information from the bidder. (additional) verification any of the information provided by the bidder, and may also conduct random inquiries of the bidder's current and prior customers.

II. Post-Bid Submissions from Subcontractors

All bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors, within five (5) business days after the date the bids are due.

In addition, each such first-tier subcontractor shall be required to adhere to the requirements of Section I of this Ordinance as though it were bidding directly to the County, except that first-tier subcontractors shall submit the required information (including the name, address, and type of work for each of their first-tier subcontractors) to the successful bidder no later than five (5) business days after the subcontractor's first day of work on the public work project and the bidder shall then forward said information to the County. Payment shall be withheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the County.

Upon request, the County may require any second and lower-tier subcontractors to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor). Payments shall be withheld from any second or lower-tiered contractor

fails to timely submit this information until this information is submitted and approved by the County. Additionally, the County may require the successful bidder and relevant subcontractor to remove the second or lower-tier subcontractor from the project and replace it with a responsive and responsible subcontractor.

Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the County may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the County approves such information. The County may also require that successful bidder to remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

The disclosure of a subcontractor ("Disclosed Subcontractor") by a bidder or a subcontractor shall not create any rights in the Disclosed Subcontractor. Thus, a bidder and/or subcontractor may substitute another subcontractor ("Substitute Subcontractor") for a Disclosed Subcontractor by giving the County written notice of the name, address, and type of work of the Substitute Subcontractor. The Substitute Subcontractor is subject to all of the obligations of a subcontractor under this Ordinance.

III. Validity of Pre Qualification Classification

Upon designation by the County that a contractor's or subcontractor's submission in anticipation of a bid is complete and timely, and upon any further consideration deemed necessary by the contractor or subcontractor may be pre-qualified for future County public works projects. A contractor's classification as "qualified" shall exempt the contractor or subcontractor from the comprehensive submission requirements contained herein for a period of twelve (12) months. Thereafter, contractors or subcontractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the County, (also referred to as the "short form") by December 31 st for the upcoming calendar year. Failure by any pre-qualified contractor or subcontractor to timely submit its complete application for continuation of "pre-qualified" standing shall result in automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on County public works projects.

Any material changes to the contractor's status, at any time, must be reported in writing within ten (10) days of its occurrence to the County. The pre-qualification designation is solely within the discretion of the County and the County specifically reserves the right to change or revoke the designation for a stated written reason(s).

Denial of pre-qualification shall be in writing and shall be forwarded to the contractor within seven (7) working days of such decision. Any contractor denied or losing pre-qualification status may request reconsideration of the decision by submitting such request in writing to the County within five (5) business days of receipt of notice of denial.

IV. Incomplete Submissions by Bidders

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in Section I above by no later than the public bid opening. Post-bid submissions must be submitted in accordance with Section II above. Submissions deemed inadequate, incomplete, or untimely by the County may result in the automatic disqualification of the bid.

Order #42 Agenda #47 cont'd

V. Responsive and Responsible Bidder Determination

The County, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible. The County specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission or any information obtained by the County through its own independent verification of the information provided by the contractor.

VI. Certified Payroll

For projects in which the cost is at least \$250,000, the successful bidder and all subcontractors working on a public work project shall submit a certified payroll report utilizing the federal form now known as a WH-347 which must be prepared on a weekly basis and submitted to the County within ten (10) calendar days after the end of each week in which the bidder or subcontractor performed its work on the public work project. These certified payroll reports shall identify the job title and craft of each employee on the project, e.g. journeyman electrician or apprentice electrician. In the event any contractor or subcontractor uses independent contractors to perform work on the project, such individual must be identified on the WH-347 form with the same information as is required for employees.

The County may withhold payment due for work performed by a bidder if the bidder fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The County may also withhold payment due for work performed by a subcontractor if the subcontractor fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The County shall not withhold payment to a bidder for work performed by the bidder or for work performed by subcontractors who have submitted their certified payroll reports, because one or more other subcontractors failed to timely submit their certified payroll reports.

VII. Public Records

All information submitted by a bidder or a subcontractor pursuant to this Ordinance, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records law (IC 5-14-3).

VIII. Penalties for False, Deceptive or Fraudulent Statements/Information

Any bidder that willfully makes, or willfully causes, to be made, a false, deceptive or fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with

of three (3) years.

IX. Conflicting Ordinances

Any ordinance or provision of any ordinance in conflict with the provisions of this Ordinance is hereby repealed.

X. Severability

If any provision of this Ordinance is found to be invalid, the remaining provisions of this Ordinance shall not be affected by such a determination. These other provisions of this Ordinance shall remain in full force and effect without the invalid provision.

Order #43 Agenda #48

In the Matter of SPECIFICATIONS: L C B.O.C. – Purdue Extension/Soil & Water Conservation Project to be advertised. Bids to be returned by Wednesday, May 18, 2016 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 Purdue Extension/Soil & Water Conservation Project for the return of bids by Wednesday, May 18, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Bob Rehder present/requested approval. Motion carried 2-0, 1 absent.

Order #43 Agenda #49

In the Matter of SPECIFICATIONS: L C B.O.C. – Juvenile Justice Center Roof Replacement to be advertised. Bids to be returned by Wednesday, May 18, 2016 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 Juvenile Justice Center Roof Replacement for the return of bids by Wednesday, May 18, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Bob Rehder present/requested approval. Motion carried 2-0, 1 absent.

Order #44 Agenda #50

In the Matter of L C B.O.C. – Lake County Board of Commissioners Statement of the Basis for Just Compensation for Parcel 1, Hohman Avenue owned by Mercantile National Bank of Hammond Trust No. 2980-0.017 acres fee simple right of way \$700.00.

Repay made a motion, seconded by Scheub, to approve the Lake County Board of Commissioners Statement of the Basis for Just Compensation for Parcel 1, Hohman Avenue owned by Mercantile National Bank of Hammond Trust No. 2980-0.017 acres fee simple right of way \$700.00. Attorney Dull spoke. Motion carried 2-0, 1 absent.

Order #45 Agenda #51A-B ADD Agenda #51C

In the Matter of L C B.O.C. – Requests for property disposal: A. Lake County Community Development; B. Lake County Treasurer; C. Lake County Clerk (Hammond Office).

Repay made a motion, seconded by Scheub, to approve the requests for property disposal from Lake County Community Development, Lake County Treasurer and Lake County Clerk-Hammond Office. Motion carried 2-0, 1 absent.

Order #46 ADD Agenda #51D

In the Matter of L C B.O.C. – Emergency Repairs to the elevator at the Paramore Building in the amount of \$7,750.00 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Emergency repair work performed by Suburban Elevator in the amount of \$7,750.00 for emergency repairs to the elevator at the Paramore Building, Delvert Cole and Bob Rehder reviewed quote from Suburban Elevator. Motion carried 2-0, 1 absent.

Order #47 ADD Agenda #51E

In the Matter of L C B.O.C. – Town of St. John request for Parcel #45-11-20-401-002.000-035.

Repay made a motion, seconded by Scheub, to approve the request for Parcel #45-11-20-401-002.000-035 from the Town of St. John, Letter submitted from Town Manager Stephen Z. Kil, dated April 15, 2016, stating parcel serves as a detention basin for Heron Lake Subdivision, the Town is working with L C Surveyor to improve the drainage in the area. Motion carried 2-0, 1 absent.

Order #48 Agenda #52A

In the Matter of Review and Approval of the Minutes of the Regular Meeting, Wednesday, March 16, 2016.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting held Wednesday, March 16, 2016. Motion carried 2-0, 1 absent.

Order #49 Agenda #53

In the Matter of Lake County Expense Claims to be allowed Wednesday, April 20, 2016.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, April 20, 2016 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 April, 2016. Motion carried 2-0, 1 absent.

Order #49 Agenda #54

In the Matter of L C Council – Ordinances and Resolutions.

Repay made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council, April 12th Council Meeting. Motion carried 2-0, 1 absent.

Ordinance No. 1395A	-	Ordinance Creating The Lake County Superior Court, County Division #3, Veterans Treatment Court Grant Fund, A Non-Reverting Fund
Ordinance No. 1395B	-	Lake County, Indiana Ordinance Establishing Restricted Home Address Policy Under I.C. 36-1-8.5, ET.SEQ. And Application Fees
Ordinance No. 1395C	-	Ordinance Creating The Lake County Restricted Home Address Fee Fund, A Non-Reverting Fund
Ordinance No. 1395D	-	An Ordinance Vacating a fourteen (14) foot portion of Alley 24 W (between Roosevelt Place and Unimproved Taft Street) connecting 47 th Avenue To 48 th Avenue in Unincorporated Calumet Township, Lake County, Indiana
Resolution No. 16-44A	-	Resolution Amending Resolution No. 16-44 By Repealing And Rescinding The Resolution To Approve Temporary Loan From The Sheriff's Pension Trust Fund, Fund No. 287 To The Sheriff's Federal Forfeiture Fund, Fund No. 181, Resolution No. 16-44
Resolution No. 16-52	-	Resolution Recognizing May As Lyme Disease Awareness Month
Resolution No. 16-53	-	Resolution Honoring The Munster High School Speech and Debate Team 2016 IHSFA Class 2A State Champions
Resolution No. 16-54	-	Resolution Honoring Anna Bilse, Of The Munster High School Speech And Debate Team 2016 IHSFA Sectional And State Champion In Oratorical Declamation
Resolution No. 16-55	-	Resolution Honoring Cody Reinsma, Of The Munster High School Speech and Debate Team 2016 IHSFA State Champion In Scripted Duo Interpretation
Resolution No. 16-56	-	Resolution Honoring Ani Arzumian, Of The Munster High School Speech and Debate Team 2016 IHSFA State Champion In Scripted Duo Interpretation
Resolution No. 16-57	-	Resolution Honoring Ani Arzumian, Of The Munster High School Speech and Debate Team 2016 IHSFA State Champion In Humorous Interpretation
Resolution No. 16-58	-	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-59	-	Resolution Permitting Superior Court Of Lake County, County Division, Room Three To Pay An Outstanding 2015 Invoice/Debt From The 2016 Budget
Resolution No. 16-60	-	Resolution Permitting The Office Of The Prosecuting Attorney To Pay Outstanding 2013, 2014 And 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-61	-	Resolution Permitting The Superior Court Of Lake County, Juvenile Division, To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-62	-	Resolution Opposing Community Utilities Of Indiana, Inc.'s Proposed Rate Changes
Resolution No. 16-63	-	Resolution In Support Of Indiana Senate Resolution No. 12, A Resolution Concerning The Motor Vehicle Inspection And Maintenance Programs In Lake And Porter Counties
Resolution No. 16-64	-	Resolution Supporting The Enforcement Of Indiana Code 8-6-7.5, ET. SEQ., The Unlawful Blocking Of Railroad Grade Crossings
Engagement Letter	-	Crowe Horwath LLP Letter confirming arrangements for "Crowe" to provide Consulting Services listed in Steps 1-4; Fees and Expenses; Engagement Terms; Misc.*

Order #49 Agenda #54 cont'd



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 Indianapolis, Indiana 46204-2975
 Tel +1 317 632 1100
 Fax +1 317 635 6127
 www.crowehorwath.com

April 7, 2016

Mr. Ajaz Mohammed
 Budget Liaison Director
 Lake County, Indiana
 2293 Main Street
 Crown Point, Indiana 46307

Dear Mr. Mohammed:

This letter confirms the arrangements for Crowe Horwath LLP ("Crowe" or "us" or "we" or "our") to provide consulting services, as listed below, to facilitate the establishment of a materiality level, assist with identifying and documenting risks and internal controls, and provide training and related support for Lake County, Indiana (Client" or "you" or "your") from information you provide. The attached Crowe Engagement Terms is an integral part of this letter, and its terms are incorporated herein.

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

Services to be Provided

Materiality Determination – Step 1

During Step 1, Crowe will assist the Client in determining an appropriate materiality level. In addition, Crowe will draft a materiality policy for the Client. Following are the types of activities we expect to be conducted:

- ◆ Conduct materiality planning meeting/conference call.
- ◆ Identify County personnel who will lead the materiality determination process.
- ◆ Provide materiality determination tools to County personnel.
- ◆ Conduct a webinar with County personnel to explain the materiality determination process.
- ◆ Conduct follow-up meeting/conference call to discuss any questions County personnel encounter as they go through the process of determining an appropriate materiality level.
- ◆ Prepare draft materiality policy.

Step 1 Deliverables:

- ◆ Draft materiality policy.

Risk Assessment – Step 2

Step 2 involves performing risk assessment activities which provide a foundation for the internal controls analysis and documentation at Step 3. At the center of the risk assessment process is a risk assessment session which will bring together various individuals throughout the Client to brainstorm risks affecting the organization. The risk assessment session will assist in identifying critical areas of risk for the organization which will be a focus of the internal controls documentation. Crowe will work with the Client to determine

an appropriate number of risk assessment sessions based on the Client's organizational structure, schedule, etc. Following are the types of activities we expect to be conducted:

- ◆ Conduct risk assessment planning meeting/conference call.
- ◆ Analyze information pertinent to the Client such as organization structure, sources of revenue, and major expenditures categories to determine how the risk assessment session(s) should be organized.
- ◆ Identify Client personnel who will participate in the risk assessment process.
- ◆ Conduct a webinar with Client personnel to describe the risk assessment and internal controls process and explain, at a high level, what the risk assessment session(s) will entail.
- ◆ Conduct risk assessment session(s).
- ◆ Analyze results of the risk assessment session(s).
- ◆ Document and classify significant risks identified during the risk assessment session(s).
- ◆ Assess risk for the organization at both the organization-wide and transaction cycle level.
- ◆ Prepare risk assessment summary document

Step 2 Deliverables:

- ◆ Risk assessment summary document.

Internal Controls – Step 3

During Step 3, internal control processes will be documented. The documentation of internal controls in place will be aligned with *U.S. Government Accountability Office Green Book* guidance as well as the *Uniform Internal Control Standards for Political Subdivisions* manual issued by the Indiana State Board of Accounts (SBOA). The focus of the internal controls documentation will be to satisfy the minimum requirements of the SBOA while also determining whether appropriate controls have been designed and implemented to mitigate the significant risks identified during Step 2. Following are the types of activities we expect to be conducted.

- ◆ Conduct internal controls planning meeting/conference call.
- ◆ Work with management to identify Client personnel who will provide internal controls information.
- ◆ Interview Client personnel to gain an understanding of the internal control structure currently in place, including related support available for each internal control.
- ◆ Document the current internal control structure of the Client, linking current internal controls to the minimum internal control requirements of the SBOA as well as significant risks identified for the organization.
- ◆ Identify internal control gaps/weaknesses and, if necessary, recommend modification to, or creation of, internal controls to mitigate the gaps/weaknesses identified.

Step 3 Deliverables:

- ◆ Internal controls summary document.

Training and Board Presentation – Step 4

Step 4 will involve communication of the internal control process and documentation to appropriate individuals. The Client will determine the appropriate employees to receive training regarding the minimum internal control standards as well as internal control procedures applicable to the organization. In addition, the Client may wish to present a summary of the internal controls process to the governing body. Crowe's process for training and communicating the process and results as part of Step 4, may include the following, dependent upon the Client's needs:

- ◆ Formal group training

Order #49 Agenda #54 cont'd

- ◆ One-on-one training
- ◆ Internal control and/or risk assessment high-level summary documents
- ◆ Presentation to governing body

Step 4 Deliverables:

- ◆ Training materials which may include:
 - PowerPoint presentations
 - Training manuals
 - Other
- ◆ Internal controls and/or risk assessment high-level summary documents

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

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist, and we will not address legal or regulatory matters or abuses of management discretion, which are matters that should be discussed by you with your legal counsel. In connection with this service, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. You are also responsible for the accuracy and completeness of the information provided to Crowe for purposes of this engagement and for timely updating such information. Because of the importance of such information to our engagement, you agree to release Crowe and its personnel from any liability and costs relating to our services under this engagement attributable to the inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Fees and Expenses

Fees for consulting services will be billed according to task.

Task	Standard Fee Range	Discounted Fee Range
Step 1 - Materiality	\$3,000-5,000	\$3,000
Step 2 - Risk Assessment	\$20,000-25,000	\$15,000-19,000
Step 3 - Internal Controls	\$TBD	\$TBD
Step 4 - Training	\$TBD	\$TBD
Step 4 - Board Presentation	\$TBD	\$TBD

If changes to the scope of work outlined in Step 1 or Step 2 become necessary, Crowe will prepare a revised fee estimate. Estimated fees and expenses for Step 3 and Step 4 will be provided upon completion of Step 2. The Client will be invoiced monthly for fees incurred. Out-of-pocket travel expenses incurred by Crowe have been factored into the fee ranges included above and will not be billed separately to the Client. Services requested which fall outside the scope of services listed herein will be described and quoted separately.

MISCELLANEOUS

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between us relating to the services (or any deliverables or other work product) covered by this Agreement. The engagement letter and any attachments are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written statements or other information not contained or incorporated in this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. The agreements of you and Crowe contained in this Agreement will survive the completion or termination of this Agreement. If any phrase, sentence, provision or other term of this Agreement is found unenforceable or invalid, this will not affect the other phrases, sentences, provisions or other terms, all of which will continue in effect as if the stricken term had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this letter and the attached Crowe Engagement Terms are acceptable to you, please sign below and return a copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

ACCEPTANCE:

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

IN WITNESS WHEREOF, Client and Crowe have duly executed this engagement letter as of the date below.

Lake County, Indiana

Crowe Horwath LLP

Ted F Bilski
Signature

Ted F Bilski
Printed Name

Lake Co Council
Title

4-12-16
Date

Chris Mower
Signature

Chris Mower
Printed Name

Partner
Title

April 7, 2016
Date



BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
April 7, 2016
[Signature]
APPROVED THIS 7th DAY OF April 2016

Order #49 Agenda #55

In the Matter of Service Agreements

Repay made a motion, seconded by Scheub, to approve the following Service Agreements. Motion carried 2-0, 1 absent.

L C COMMISSIONERS MAILROOM W/ Indiana Mailing Systems

L C SUPERIOR COURT COUNTY DIV -RM 3 W/ Word Systems, Inc.

Order #49 Agenda #56

In the Matter of Poor Relief Decisions

Repay made a motion, seconded by Scheub, to approve the Poor Relief Decisions submitted by the Poor Relief Hearing Officer. Motion carried 2-0, 1 absent.

Roy William	Approved/partial
Dennis Jones	Remanded to township for further consideration and review
Stephanie Woaten	Approved
David Vargas	Denied
Patricia Duckworth	Denied
Ferlisa Jones	Approved
Gina Matthews	Approved
Trevia Johnson	Denied
Dana Shaw	Approved
Joseph Cunningham	Approved/partial
Altha L. Brown	Approved/partial
Jeanie Kopka	Approved/partial
Tiffany Harris	Denied
Clementeen Wilbon	Approved/partial
LaDonna Brawn	Approved on condition
Katherine Moore	Denied
Ray Shuler	Approved
Stephanie Woaten	Denied
Androneda Deshazor	Approved/partial
Clifford Danzy	Remanded to township for further consideration and review
Damien Shivers	Approved/partial
Justin Tucker	Denied for appellant's failure to appear
Ruthina Mubrain	Denied for appellant's failure to appear
Jerome Green	Denied for appellant's failure to appear
Katie Walker	Approved/partial
Yolanda Adams	Approved/partial
Carlton Davis	Approved
Gwendolyn Tibbs	Approved/partial
Charles Tray	Denied for appellant's failure to appear
Dana Shaw	Approved/partial
Joyce Shaw	Approved
Rosie Slusher	Approved
Cheryl Aver	Approved/partial
Jeanie Kopka	Approved/partial
Gabrielle Lee	Denied
Kara Burns	Denied
Jerome Green	Denied for appellant's failure to appear
Margaret Walker	Denied for appellant's failure to appear
Francie Harris	Denied
Carmen Cooper	Approved on condition/partial
George Broadstreet	Denied for appellant's failure to appear
Dennis Jones	Denied for appellant's failure to appear
William Clayborn	Approved

Order #49 Agenda #57A

In the Matter of Pay Immediate (hand cut) Checks: A. March, 2016.

Scheub made a motion, seconded by Repay, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of March, 2016. Motion carried.

Order #50 Agenda #58A

In the Matter of Appointments: Certificate of Appointment from Appointment made at the March 16, 2016 Commissioners meeting to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Certificate of Appointment from Appointment made at the March 16, 2016 Commissioners meeting (appointing Monica Solinas-Saunders, as a Board Member of the Lake County Community Corrections Advisory Board, exp. December, 2019). Motion carried 2-0, 1 absent.

Order #51 Agenda #58B

In the Matter of Appointments: Community Corrections Advisory Board (1).

Repay made a motion, seconded by Scheub, to appoint Mr. Richard Ban to the Community Corrections Advisory Board, to fill the vacancy, Mr. Ban's appointment recommended by Loni Brittingham, Advisory Board Secretary, letter dated April 11, 2016. Motion carried 2-0, 1 absent.

The next Board of Commissioners Meeting will be held on Wednesday, May 18, 2016 at 10:00 A.M. (location subject to change)

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

The following officials were Present:

Attorney John Dull
Brenda Koselke

GERRY SCHEUB, PRESIDENT

MICHAEL REPAY, COMMISSIONER

KYLE ALLEN Sr., COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR