

The Board met in due form with the following members present: Michael Repay, Kyle Allen, Sr. and Jerry Tippy. 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 9th day of November, 2017 at about 4:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 9th day of November, 2017 at about 4:00 p.m.

Order #1 Agenda #5A

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

Allen made a motion, seconded by Tippy, to approve the opening of the Bids/Proposals. Motion carried.

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

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

Allen made a motion, seconded by Tippy, to approve the Additions – Item #102A – Application For Change Of Zone, 2297 N. Main Street, Crown Point, IN 46307, Current Zone R-1 – Proposed Use B-3; Item #102B – Resolution Establishing Towing Districts and Towing Vendors; Item #102C – Testa Steel Constructors Incorporated License or Permit Bond 32S550269 And Certificate of Liability Insurance to be made a matter of public record; Item #102D – Interlocal Agreement: A. Lake Station, B. St. John, Letter was sent to the Indiana State Board of Accounts; Item #102E – Letter to the Calumet Township Trustee Concerning Ambulance Service in Unincorporated Calumet Township; Item #102F – Annual Report Required For Approval Of Budget, Supplemental Appropriations or For Issuance of Debt to be made a matter of public record; Item #102G – Agreement between DLZ and the Board of Commissioners of the County of Lake For Professional Services Concerning Assessment and Grant Planning at the Lake County Fairgrounds in an amount not to exceed \$4,800.00; Item #102H – Specification for HVAC in the Penthouses at the Lake County Government Center to be advertised. Bids to be returned by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office; Item #102I – Specification for Asbestos Abatement in the Toilet Rooms, Recorder's Office, and Courtroom Areas at the Lake County Government Center to be advertised. Bids to be returned by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office, Corrections – Number 58 – The Header for Number 58 Reads "Lake County Assessor" but should read "Lake County Recorder", and Deletions – Number 66, and ordered same to approve the Final Agenda as amended for a matter of public record and to make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

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

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Notices of the Consent Agenda (Items #6A a-g, #6B, #6C & #6D). Motion carried.

Order #3 Consent Agenda #6A-a

In the Matter of Board of Commissioners of the County of Lake: a. Indiana Department of Environmental Management.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Minor Source Operating Permit (MSOP) Renewal; Metro Recycling Inc.; Calumet Abrasives Co., Inc.; CVP Development Company; Golfview Subdivision Property Owners Association; Providence Real Estate Development, LLC; Town of Winfield; K&C Property Holdings, LLC; Sublime Development; Environmental Protection Manager; Indiana Harbor Coke Company L.P; Buckeye Terminals, LLC; Maya Energy, LLC; Diamond Peak Development, LLC; United States Gypsum Company; Apple Valley Utilities, Inc.; W.R. Grace & Co.; Northwest Indiana Environmental Inc.; United States Steel Corporation; The Times). Motion carried.

Order #3 Consent Agenda #6A-b

In the Matter of Board of Commissioners of the County of Lake: b. Indiana Department of Transportation.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notices of INDOT: Indiana Department of Transportation (US 12 Roadway Realignment and Reconnection to US 20). Motion carried.

Order #3 Consent Agenda #6A-c

In the Matter of Board of Commissioners of the County of Lake: c. Certificates of Liability Insurance.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notices of the Certificates of Liability Insurance (National Industrial Maintenance, Inc.; H&G Underground Utilities, C&S Midwest LLC; CPM Construction Planning & Management, Inc.; Brackenbox Inc.; Grand Manor Home Improvements & Repair LLC; TGB Unlimited Inc. dba S/T Bancroft Electric; School City of East Chicago; SRI Inc.; Westphals Heating & Air Conditioning). Motion carried.

Order #3 Consent Agenda #6A-d

In the Matter of Board of Commissioners of the County of Lake: d. Continuation Certificates.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notices of the Continuation Certificates (G.E. Riddiford Company, Inc.; Matrix Construction LLC). Motion carried.

Order #3 Consent Agenda #6A-e

In the Matter of Board of Commissioners of the County of Lake: e. Reinstatement Notices.

Allen made a motion, seconded by Tippy, to make a matter of public record the Reinstatement Notices (David Oszust Construction; Rainbow Signs, Inc.; Fox Fire Safety, Inc.; Master Fence, Inc.). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of Board of Commissioners of the County of Lake: f. Cancellation Notices.

Allen made a motion, seconded by Tippy, to make a matter of public record the Cancellation Notices (A Guy and His Truck Construction, LLC; Von Excavating Inc.; SGE Services; Danaher Concrete Inc.; Midwestern Electric, Inc.; Neon Express Sign and Graphics Ltd; Lenting Masonry, Inc.; Triple N Construction, Inc.; Industrial Commercial Services; David Oszust Construction; On Time Builders Inc.; LVI Environmental Services, Inc.; Fox Fire Safety, Inc.; RD Restoration, LLC; Powermax Electric, LLC; A Plus Construction & Plumbing; Oak Lawn Blacktop Paving Company, Inc.; Master Fence, Inc.; Mesquite Lawn Maintenance LLC; Doug Kluga; CVS Contractors, LLC; Industrial Applications, Inc.; Sam's Well Drilling, Inc.; Mastec North America, Inc.). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of Board of Commissioners of the County of Lake: g. Praxair Pipeline Information.

Allen made a motion, seconded by Tippy, to make a matter of public record the Notice of Praxair Pipeline Information (www.praxair.com). Motion carried.

Order #3 Consent Agenda #6B

In the Matter of Board of Commissioners of the County of Lake: B. Standard Items – Vendor Qualification Affidavits.

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

LEANOR GROUP, LLC
COMMERCIAL WASTE SYSTEMS
LIBERTY NATIONAL
KELLY K. TRIPP
HEAT SWIMWEAR, INC.
MELISSA LEE ZENKER
MOSSBERG & COMPANY INC.
RESTAURANT EQUIPPERS, INC.
CECIL PENDLETON III
NATIONAL ADULT PROTECTIVE SERVICES ASSOC.
SEAN WILLIAM MORK
CLASSIC VEHICLE SPECIALTIES
STARKE COUNTY SHERIFF'S OFFICE
TSI INCORPORATED

Order #3 Consent Agenda #6C

In the Matter of Board of Commissioners of the County of Lake: Lake County Treasurer's Report for the month of September, 2017.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of September, 2017. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Tippy, to accept the above Treasurer's Report of September, 2017 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 09/16/17-10/15/17.

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 09/16/17-10/15/17. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Tippy, to accept the above Weights and Measures Report of September 16, 2017 – October 15, 2017 as submitted. Motion carried.

Order #4 Agenda #7 A-E

In the Matter of Resolutions: Lake County Juvenile Court Employees: Commendations Honoring A. Willie Dennis; B. Ana Schilling; C. Eric "Rico" Hamilton; D. Charles Hedinger; E. Teddy Serrano.

Comes now, Commissioner Tippy, to read aloud the Board of Commissioners Resolutions Honoring Lake County Juvenile Court Employees (present), Resolutions were presented to the following employees in a plaque and they were thanked for their service whereas an emergency occurred where a visitor suffered cardiac arrest while descending the stairs and the employees listed immediately took proper precaution to aid and assist and due to their efforts the visitor survived, Tippy made a motion, seconded by Allen, to approve the Commendations. Motion carried.

- A. Willie Dennis
- B. Ana Schilling
- C. Eric "Rico" Hamilton

- D. Charles Hedinger
- E. Teddy Serrano.

Order #4 Agenda #7 A-E cont'd

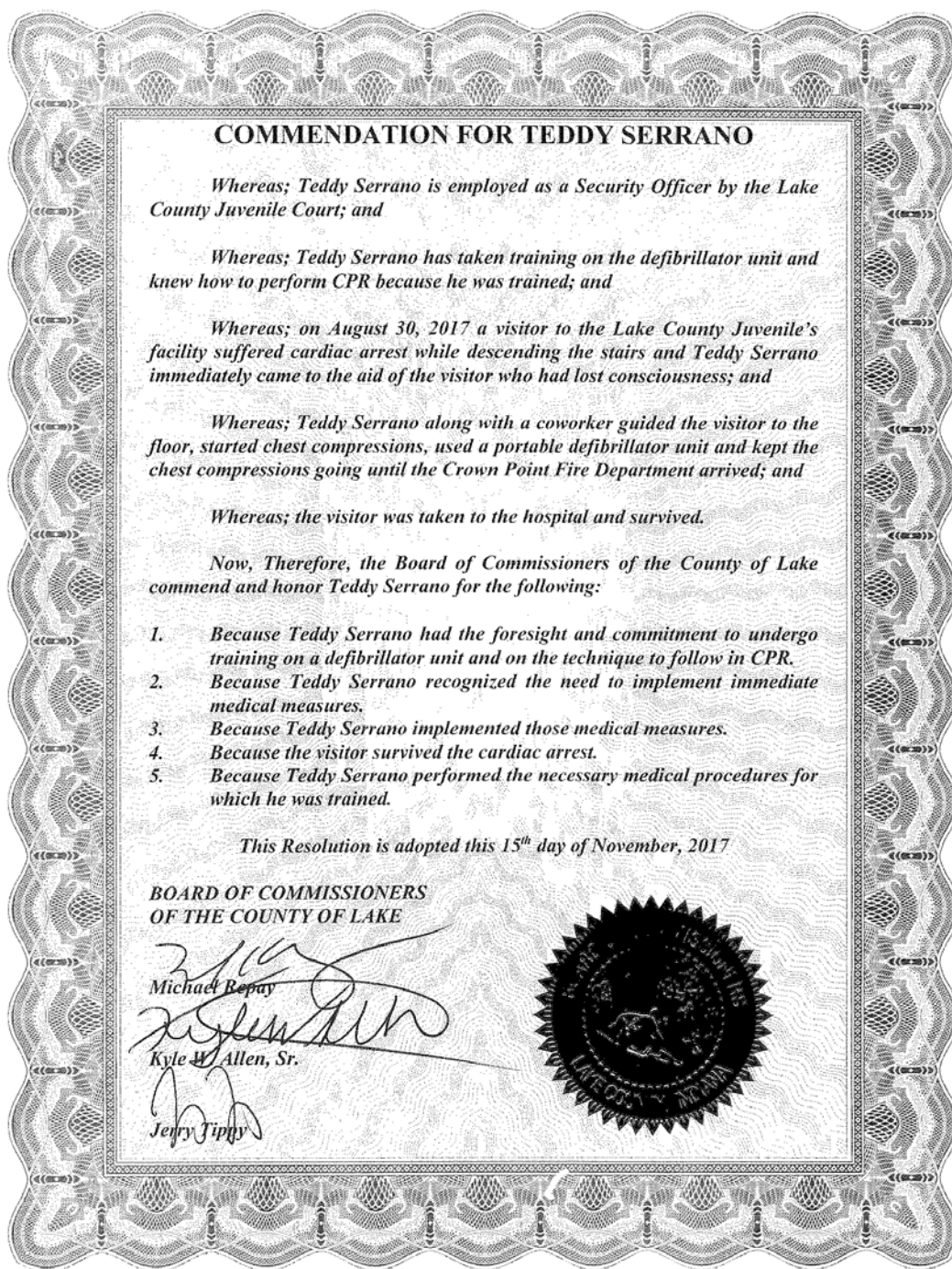




Order #4 Agenda #7 A-E cont'd







Order #5 Agenda #8, 9 & 10

In the Matter of L C 911 – Service Agreement approved by Commissioners on August 16, 2017 between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake with an original start date of September 1, 2017 to be amended to begin starting on January 2, 2018.

Allen made a motion, seconded by Tippy, to approve the amended Service Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. on behalf of Lake County 911 to begin January 2, 2018. Motion carried.

Order #5 Agenda #9

In the Matter of L C 911 – Proposal from Motorola Solutions for generator maintenance at each of the six tower sites in an amount not to exceed \$14,685.75.

Allen made a motion, seconded by Tippy, to approve and accept the proposal from Motorola Solutions for generator maintenance at each of the six tower sites in an amount not to exceed \$14,685.75. Motion carried.

Order #5 Agenda #10

In the Matter of L C 911 – Request for permission for three 911 employees to attend a VMware version 6.5 training course conducted by Current Technologies Computer Learning Center in an amount not to exceed \$11,850.00 approved by Commissioners on October 11, 2017 to be amended to read Two (2) employees at \$7,900.00.

Allen made a motion, seconded by Tippy, to approve the amendment for two (2) employees to attend a VMware version 6.5 training course conducted by Current Technologies Computer Learning Center in an amount not to exceed \$7,900.00 for Lake County 911 Department. Motion carried.

Order #6 Agenda #29

In the Matter of L C Sheriff – RFP: Police Officers Hand Guns (from the following A-C).

Allen made a motion, seconded by Tippy, to approve the seeking of proposals from the following for Police Officers Hand Guns for Sheriff's Department for the return of proposals by Wednesday, December 20, 2017 no later than 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

- A. Kiesler's Police Supply, Inc.
- B. Ray O'Herron
- C. Steven R. Jenkins

Order #7 Agenda #31

In the Matter of L C Juvenile Court – Agreement between Indiana Sports and Family Medicine/Timothy J. Mullally and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$30,999.96 payable at the rate of \$2,583.33 per month.

Allen made a motion, seconded by Tippy, to approve the Agreement between Indiana Sports and Family Medicine/Timothy J. Mullally and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Center for the year 2018 in an amount not to exceed \$30,999.96 payable at the rate of \$2,583.33 per month. Motion carried.

Order #7 Agenda #32

In the Matter of L C Juvenile Court – Agreement between the Board of Commissioners of the County of Jasper and the Board of Commissioners of the County of Lake for one bed for the year 2018 in the amount of \$15,000.00 annually.

Allen made a motion, seconded by Tippy, to approve the Agreement between the Board of Commissioners of the County of Jasper and the Board of Commissioners of the County of Lake for one bed for the year 2018 in the amount of \$15,000.00 annually. Motion carried.

Order #7 Agenda #33

In the Matter of L C Juvenile Court – Agreement between Karen Fajman-Nauracy and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Karen Fajman-Nauracy and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #7 Agenda #34

In the Matter of L C Juvenile Court – Agreement between Helen Galanos and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Helen Galanos and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #7 Agenda #35

In the Matter of L C Juvenile Court – Agreement between Betsy Gregory and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Betsy Gregory and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #7 Agenda #36

In the Matter of L C Juvenile Court – Agreement between Nicole Guzek and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Nicole Guzek and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #7 Agenda #37

In the Matter of L C Juvenile Court – Agreement between Jacquelyn Matthew and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Jacquelyn Matthew and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #7 Agenda #38

In the Matter of L C Juvenile Court – Agreement between Kathleen Tomko and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page.

Allen made a motion, seconded by Tippy, to approve the Agreement between Kathleen Tomko and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Reporter Services for the year 2018 in an amount not to exceed \$4.00 per page and \$2.00 per electronic and/or photocopied page. Motion carried.

Order #8 Agenda #39

In the Matter of L C Juvenile Court – Legal Services Agreement between Teresa K. Hollandsworth and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Order #8 Agenda #39 cont'd

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Teresa K. Hollandsworth and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #8 Agenda #40

In the Matter of L C Juvenile Court – Legal Services Agreement between Deidre Monroe and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Deidre Monroe and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #8 Agenda #41

In the Matter of L C Juvenile Court – Legal Services Agreement between Renee Ortega and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Renee Ortega and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #8 Agenda #42

In the Matter of L C Juvenile Court – Legal Services Agreement between Joann Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Joann Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #8 Agenda #43

In the Matter of L C Juvenile Court – Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Karyn Price and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #8 Agenda #44

In the Matter of L C Juvenile Court – Legal Services Agreement between Larry Stassin and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Larry Stassin and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Court Appeals for the year 2018 in an amount not to exceed \$2,500.00 per appeal. Motion carried.

Order #9 Agenda #45

In the Matter of L C Juvenile Court – Legal Services Agreement between Vasilias Bessie Pangere and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Indigent Counsel Services for Lake County title IV-D Court for the year 2018 in an amount not to exceed \$29,800.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Vasilias Bessie Pangere and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court for Indigent Counsel Services for Lake County title IV-D Court for the year 2018 in an amount not to exceed \$29,800.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #10 Agenda #46

In the Matter of L C Juvenile Court – Agreement between GKT Consulting, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court to streamline work processes, identify and eliminate unnecessary steps and implement improvements for Quest upgrade for a period of six months in an amount not to exceed \$20,000.00.

Allen made a motion, seconded by Tippy, to approve the Agreement between GKT Consulting, Inc., 4665 S. 000 Road, Berne, IN 46711, and the Board of Commissioners of the County of Lake on behalf of Lake County Juvenile Court to streamline work processes, identify and eliminate unnecessary steps and implement improvements for Quest upgrade for a period of six months in an amount not to exceed \$20,000.00. Motion carried.

Order #11 Agenda #47

In the Matter of L C Surveyor – Legal Services Agreement between Clifford Duggan and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$19,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Clifford Duggan and the Board of Commissioners of the County of Lake on behalf of the Lake County Surveyor for the year 2018 in an amount not to exceed \$19,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #11 Agenda #48

In the Matter of L C Surveyor – Legal Services Agreement between Peter Katic and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$5,880.00 payable at the rate of \$490.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Peter Katic and the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor for the year 2018 in an amount not to exceed \$5,880.00 payable at the rate of \$490.00 per month. Motion carried.

Order #12 Agenda #49A-DD

In the Matter of L C Public Defender – Legal Services Agreements between as listed below and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender for the year 2018 in an amount not to exceed as listed below payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreements between as listed below and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender for the year 2018 in an amount not to exceed as listed below payable at the rate of \$90.00 per hour. Motion carried.

- A. Lisa A. Beck – Conflicts \$20,000.00
- B. Andrew L. Bennett – Conflicts \$30,000.00
- C. Alger V. Boswell – Public Defender \$30,000.00
- D. Mark S.N. Chargualaf – Conflicts \$20,000.00
- E. Arlington J. Foley – Conflicts \$30,000.00
- F. Arlington J. Foley, Jr. – Conflicts \$20,000.00
- G. Brett R. Galvan – Conflicts \$20,000.00
- H. Sandra Moreno Garcia – Conflicts \$30,000.00
- I. Mark K. Gruenhagen – Conflicts \$30,000.00
- J. Teresa K. Hollandsworth – Public Defender \$40,000.00
- K. Roseann Ivanovich – Conflicts \$30,000.00
- L. Daryl D. Jones – Conflicts \$30,000.00
- M. Gina L. Jones – Conflicts \$25,000.00
- N. Phillip T. King – Conflicts \$30,000.00
- O. Aaron A. Koonce – Public Defender \$30,000.00
- P. Visvaldis P. Kupsis – Conflicts \$30,000.00
- Q. John Maksimovich – Conflicts \$30,000.00
- R. Law Office of Richard L. Mayer, P.C. – Public Defender \$25,000.00
- S. Eric K. Morris – Public Defender \$25,000.00
- T. Sean Mullins – Appellate P.D. \$40,000.00
- U. Thomas S. Mullans – Public Defender \$30,000.00
- V. Benjamin Murphy – Conflicts \$30,000.00
- W. David Olson, LLC – Initial Hearings \$40,000.00
- X. Caitlin M. Padula – Conflicts \$30,000.00
- Y. Jamise Perkins – Conflicts \$30,000.00
- Z. Cipriano Rodriguez, III – Public Defender \$30,000.00
- AA. Ralph W. Staples – Public Defender \$30,000.00
- BB. John Vazanellis – Conflicts \$25,000.00
- CC. Law Office of I. Alexander Woloshansky, P.C. – Conflicts \$30,000.00
- DD. Patric Young – Conflicts \$30,000.00

Order #13 Agenda #50

In the Matter of L C Coroner – Agreement between Pathology Consultants, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for pathologist services for the year 2018 in an amount not to exceed \$1,166.00 per autopsy day.

Allen made a motion, seconded by Tippy, to approve the Agreement between Pathology Consultants, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for pathologist services for the year 2018 in an amount not to exceed \$1,166.00 per autopsy day. Motion carried.

Order #13 Agenda #51

In the Matter of L C Coroner – Agreement between PathologixLLC c/o John D. Feczko, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for pathologist services for the year 2018 in an amount not to exceed \$1,166.00 autopsy day.

Allen made a motion, seconded by Tippy, to approve the Agreement between PathologixLLC c/o John D. Feczko, M.D. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for pathologist services for the year 2018 in an amount not to exceed \$1,166.00 autopsy day. Motion carried.

Order #13 Agenda #52

In the Matter of L C Coroner – Legal Services Agreement between Robert Hess and the Board of Commissioners of the County of Lake of the County of Lake on behalf of the Lake County Coroner for the year 2018 in an amount not to exceed \$500.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Robert Hess and the Board of Commissioners of the County of Lake of the County of Lake on behalf of the Lake County Coroner for the year 2018 in an amount not to exceed \$500.00 per month. Motion carried.

Order #13 Agenda #53

In the Matter of L C Coroner – Agreement between Landauer, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2018 for personal radiation monitoring services.

Order #13 Agenda #53 cont'd

Allen made a motion, seconded by Tippy, to approve the Agreement between Landauer, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2018 for personal radiation monitoring services. Motion carried.

Order #13 Agenda #54

In the Matter of L C Coroner – Forensic Toxicology Services Agreement between Axis Forensic Toxicology, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2018 in an amount not to exceed \$150.00 per Drugs of Abuse Panel.

Allen made a motion, seconded by Tippy, to approve the Forensic Toxicology Services Agreement between Axis Forensic Toxicology, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the year 2018 in an amount not to exceed \$150.00 per Drugs of Abuse Panel. Motion carried.

Order #13 Agenda #55

In the Matter of L C Coroner – Biomedical Waste Services Agreement between Stericycle, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the period of January 1, 2018 to December 31, 2020 in an amount not to exceed \$25.00 per box.

Allen made a motion, seconded by Tippy, to approve the Biomedical Waste Services Agreement between Stericycle, Inc., 4010 Commercial Ave, Northbrook, IL 60062, and the Board of Commissioners of the County of Lake on behalf of the Lake County Coroner for the period of January 1, 2018 to December 31, 2020 in an amount not to exceed \$25.00 per box. Motion carried.

Order #14 Agenda #56

In the Matter of L C Council – Legal Services Agreement between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2018 in an amount not to exceed \$35,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Linda S. Garcia-Marmolejo and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2018 in an amount not to exceed \$35,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #15 Agenda #57

In the Matter of L C Assessor – Legal Services Agreement between The Walker Law Group, P.C., Tony Walker and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor for the year 2018 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between The Walker Law Group, P.C., Tony Walker and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor for the year 2018 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #16 Agenda #58

In the Matter of L C Recorder – Legal Services Agreement between Lynda LeBlanc & Mulholland, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2018 in an amount not to exceed \$6,000.00 payable at the rate of \$475.52 per quarter.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Lynda LeBlanc & Mulholland, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2018 in an amount not to exceed \$6,000.00 payable at the rate of \$475.52 per quarter. Motion carried.

Order #17 Agenda #59

In the Matter of Lake Superior Court County Division Room 1 – Technical Services Agreement between Word Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 1 for the year 2018 in an amount not to exceed \$1,902.08 payable at the rate of \$475.52 per quarter.

Allen made a motion, seconded by Tippy, to approve the Technical Services Agreement between Word Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 1 for the year 2018 in an amount not to exceed \$1,902.08 payable at the rate of \$475.52 per quarter. Motion carried.

Order #18 Agenda #60

In the Matter of Lake Superior Court County Division Room 2 – Legal Services Agreement between the Law Office of Steven A. Kurowski, P.C. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 2 for the year 2018 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between the Law Office of Steven A. Kurowski, P.C. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 2 for the year 2018 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month. Motion carried.

Order #19 Agenda #61

In the Matter of Lake Superior Court County Division Room 4 – Standard Support Agreement between Word Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 4 for the year 2018 in an amount not to exceed \$968.00 payable at the rate of \$242.00 per quarter.

Allen made a motion, seconded by Tippy, to approve the Standard Support Agreement between Word Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 4 for the year 2018 in an amount not to exceed \$968.00 payable at the rate of \$242.00 per quarter. Motion carried.

Order #20 Agenda #62

In the Matter of L C Court Administrator – Agreement between Axon Enterprises, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Court Administrator to supply the Lake Superior Court and Circuit Courts with replacement taser cartridges and batteries for the period of November 1, 2017 to October 31, 2022 in an amount not to exceed \$2,429.01 per year.

Allen made a motion, seconded by Tippy, to defer. Motion carried 3-0.

Order #21 Agenda #63

In the Matter of L C Treasurer – Legal Services Agreement between Ron Ostojic and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for litigation excluding foreclosures and condemnations. Included all bankruptcy for the year 2018 in an amount not to exceed \$84,000.00 payable at the rate of \$7,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Ron Ostojic and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for litigation excluding foreclosures and condemnations. Included all bankruptcy for the year 2018 in an amount not to exceed \$84,000.00 payable at the rate of \$7,000.00 per month. Motion carried.

Order #21 Agenda #64

In the Matter of L C Treasurer – Legal Services Agreement between John Stanish and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for litigation excluding foreclosures and condemnations. Included all bankruptcy for the year 2018 in an amount not to exceed \$84,000.00 payable at the rate of \$7,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between John Stanish and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for litigation excluding foreclosures and condemnations. Included all bankruptcy for the year 2018 in an amount not to exceed \$84,000.00 payable at the rate of \$7,000.00 per month. Motion carried.

Order #22 Agenda #65 A, B, C

In the Matter of L C Treasurer – Agreements between ABC Burglar & Fire Alarm Corp. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the year 2018 as follows: A. 2293 North Main Street, Crown Point – Monitoring and service of security alarm at the rate of \$55.00 per month; B. 400 Broadway, Gary – Monitoring and service of security alarm at the rate of \$55.00 per month; C. 232 Russell Street, Hammond – Monitoring and service of security alarm at the rate of \$55.00 per month.

Allen made a motion, seconded by Tippy, to approve the Agreements between ABC Burglar & Fire Alarm Corp. and the Board of Commissioners of the County of Lake on behalf of the Lake County Treasurer for the year 2018 as follows. Motion carried.

- A. 2293 North Main Street, Crown Point – Monitoring and service of security alarm at the rate of \$55.00 per month
- B. 400 Broadway, Gary – Monitoring and service of security alarm at the rate of \$55.00 per month
- C. 232 Russell Street, Hammond – Monitoring and service of security alarm at the rate of \$55.00 per month.

Order #23 Agenda #67

In the Matter of L C Auditor – Consulting Contract between J.M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$24,000.00 payable at the rate of \$2,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Consulting Contract between J.M. Bennett Associates, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$24,000.00 payable at the rate of \$2,000.00 per month. Motion carried.

Order #23 Agenda #68

In the Matter of L C Auditor – Legal Services Agreement between John Pangere and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$50,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between John Pangere and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$50,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #23 Agenda #69

In the Matter of L C Auditor – Legal Service Agreement between Randy H. Wyllie and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$120,000.00 payable at the rate of \$10,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Service Agreement between Randy H. Wyllie and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$120,000.00 payable at the rate of \$10,000.00 per month. Motion carried.

Order #23 Agenda #70

In the Matter of L C Auditor – Equipment Service Agreement between Ellis Systems and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$1,138.00 payable at the rate of \$284.50 per quarter.

Allen made a motion, seconded by Tippy, to approve the Equipment Service Agreement between Ellis Systems and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for the year 2018 in an amount not to exceed \$1,138.00 payable at the rate of \$284.50 per quarter. Motion carried.

Order #23 Agenda #71

In the Matter of L C Auditor – Agreement between The Sidwell Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for parcel fabric conversion services in an amount not to exceed \$89,500.00.

Allen made a motion, seconded by Tippy, to approve the Agreement between The Sidwell Company and the Board of Commissioners of the County of Lake on behalf of the Lake County Auditor for parcel fabric conversion services in an amount not to exceed \$89,500.00. Motion carried.

Order #24 Agenda #72

In the Matter of L C Ross Township Assessor – Agreement between Sylvia Moon and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for cleaning services for the year 2018 in an amount not to exceed \$2,280.00 payable at the rate of \$190.00 per month.

Allen made a motion, seconded by Tippy, to approve the Agreement between Sylvia Moon and the Board of Commissioners of the County of Lake on behalf of the Ross Township Assessor for cleaning services for the year 2018 in an amount not to exceed \$2,280.00 payable at the rate of \$190.00 per month. Motion carried.

Order #25 Agenda #73

In the Matter of L C Fairgrounds – PROPOSALS: Waste Hauling Services for the year 2018.

Tippy made a motion, seconded by Allen, to extend the return date for proposals for Waste Hauling Services for the year 2018 at the Lake County Fairgrounds to be opened at the December 20, 2017 meeting. Motion carried.

Order #26 Agenda #75

In the Matter of L C Data Processing – Software Support Agreement between CourtView Justice Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2018 in an amount not to exceed \$355,693.00 payable at the rate of \$88,923.25 per quarter.

Allen made a motion, seconded by Tippy, to approve the Software Support Agreement between CourtView Justice Solutions and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2018 in an amount not to exceed \$355,693.00 payable at the rate of \$88,923.25 per quarter. Motion carried.

Order #26 Agenda #76

In the Matter of L C Data Processing – Software Support Agreement between Dynamic Imaging Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2018 in an amount not to exceed \$4,725.00 payable at the rate of \$1,181.25 per quarter.

Allen made a motion, seconded by Tippy, to approve the Software Support Agreement between Dynamic Imaging Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2018 in an amount not to exceed \$4,725.00 payable at the rate of \$1,181.25 per quarter. Motion carried.

Order #26 Agenda #77

In the Matter of L C Data Processing – Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Internet Upgrade.

Allen made a motion, seconded by Tippy, to approve the Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Internet Upgrade, Mr. Pearman spoke, stating, the Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Internet Upgrade is regarding VoIP system, they're deferring cost, so this agreement will actually save money, so there's no increase there's a reduction. Motion carried.

Order #26 Agenda #78

In the Matter of L C Data Processing – Legal Services Agreement between Judge William Longer and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Legal Services for the Lake County Data Board for the year 2018 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Judge William Longer and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Legal Services for the Lake County Data Board for the year 2018 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Comes now, Mark Pearman, Executive Director, Lake County Data Processing, to speak before the Board of Commissioners of the County of Lake, stating, "I would like to point out that CourtView, as you are well aware, Odyssey System is coming in next year in May, so as we move through the year we may be in a position to cancel to CourtView Contract we have a 60day-out, so we may be able to save some money next year as we move through and decide we no longer need CourtView, we'll just pull the plug on it, I will let you know what kind of reduction or money we save on that, thank you".

Order #27

Board of Commissioners of the County of Lake – Commissioner Allen made a motion, seconded by Commissioner Tippy, to add the system upgrade agreement by Motorola Corporation on behalf of Lake County 911 to the Agenda as Item #10A. Motion carried.

Order #28 Agenda #10A(Added)

In the Matter of L C 911 – Software Agreement with Motorola for upgrade.

Comes now, Mike Swiderski, L C 911 Executive Director, before the Board of Commissioners of the County of Lake regarding a Software Agreement with Motorola for upgrade, stating, “First of all thank you for making this accommodation, the software upgrade agreement with Motorola is a agreement for the next 14years, paid throughout that time, and what it'll do is, it will

Order #28 Agenda #10A(Added) cont'd

allow us to future proof the radio system for the next coming two years, we're going to have to upgrade that system it's going to be upwards of over one million dollars, and every 3-4 years we do need to upgrade the system to insure that we continue to provide the level of service to the communities, there are servers and things of that nature that are used within the radio system, once those become no longer serviced by Motorola just as windowsXP was and so on and so forth, those servers need to be decommissioned, each upgrade usually does cost anywhere upwards of 1million to 1.5million dollars, you can stretch it a little longer but you then put your system at risk, so what we're doing here is, total is about 3.6million dollars paid out through the next 14years this has been budgeted for this year and it was approved for the next years budget and so on hopefully, so what we're doing is trying to future proof the system to insure that it continues to be upgraded properly and efficiently, there are several, the fire departments in the area are going for a grant this year that's going to have account ability software as one of their big things to allow the units on the scene, for the entire County to account for each other during fires and things of that nature for them to get that Grant we need to be upgraded to the newest software for that to happen we need to either upgrade ourselves at over 1million dollars or go into this agreement and be upgraded through Motorola”.

Comes now, Commissioner Allen, with question, “Fourteen years seems like a long time for the County”, *Mike Swiderski*, responded, “so what it does is it allows us to upgrade every year, every other year as we need to throughout the fourteen years so we're paying 3.6 to insure that we can upgrade every two years as needed, if you put into account there is a savings over the duration”

Comes now, Commissioner Tippy, with question, “These are just standard upgrades that along as the software develops?”, *Mike Swiderski*, responded, “yes”, Tippy, “But they were not included in our original contract?” *Mike Swiderski*, responded, “no, they were not included in the original contract, I found that out as I arrived here and the budget was already signed and agreed upon when I arrived, I've worked through that with the Council to insure with this next years (budget) that's why I have waited this long”, *Allen*, “you can't get it shorter than the fourteen years?”, *Mike Swiderski*, responded, “I wish, it was supposed to be fifteen and they cut it down to fourteen, supposed to be 3.9 million”, *Mike Swiderski*, responded, “just to give you a better understanding most of the other communities and any of the communities that went onto the State system recently have had to enter into this agreement to insure that the system remains viable for them, so we're just trying to stay the course as well and each one of those agreements is a fifteen year agreement”. Discussion closed.

Upon discussion, Commissioner Allen made a motion to approve the System Upgrade Agreement for the Lake County Commissioners on behalf of Lake County 911 by Motorola, Commissioner Tippy seconded the motion with discussion, stating, “you got me nervous on the last minute nature of this, the size of the contract, the duration of the contract, and the last minute notice without giving us a chance to look, my major concern is does this cover any and all upgrades for fourteen years?”, *Mike Swiderski*, responded, “yes, sir, it does not cover if we were to buy or if any of the other departments were to buy anything new, say video through cameras or things of that nature, if there are certain upgrades on these upgrades that's within the upgrade, like I talked about, that account ability software that would be a no cost because that's included in each one of them, we don't know what's going to be included throughout the fourteen years, but if it's a new bell or whistle per say that may not be included, but what we have and what we continue to have will be provided”, *Tippy*, spoke, “So the upgrades only for the package that we currently hold”, *Mike Swiderski*, responded, “that's a guarantee, it's unknown what they'll as well”, *Tippy*, continued, “what's our guarantee against them making our current package obsolete and forcing us to buy another package, is there something that covers that in there?”, *Mike Swiderski*, responded, “um, they speak of what is already offered to us, I mean that's probably a question for John (Attorney Dull)”, *Tippy*, continued, “yes, that's my next question, has this gone through Attorney review?”, *Repay*, spoke, “has John seen this?”, *Mike Swiderski*, responded, “I believe you have seen this document (statement directed towards Mr. Dull)”, *John*, replied to Commissioner Repay, “have I seen it, no”, *Allen*, commented with question, “what is the timetable of urgency to approve it today?”, *Mike Swiderski*, responded, “so, I just got off the phone with Motorola, I thought it would be approved on here, I thought it would be put on the Agenda and I submitted the paperwork about roughly two weeks ago, shame on me for not getting it maybe two or three weeks sooner, I waited until the County Council approved our budget because without that approval it was a move point to you, the three of you, comments continued, *Mike Swiderski*, continued, “I did submit it, I gave it to Larry(Blanchard) before I left for a conference and while I was gone there was some issues with it, it was explained to me that there was some forms that needed to be filled out by Motorola, they filled those out over the weekend, gave it to us on Monday”, *Tippy*, spoke, “is there a reason why we can't wait until next month so that we can have our Attorney review?”, *Mike Swiderski*, responded, “I spoke with them when they gave us the first, I needed...that document there to give me an idea of what to ask for throughout the duration of this and when they provided to me in June they said that we had until roughly November to make this solid other than that they'd have to get management approval by Motorola to extend it, if we don't approve it until January it'll be into the year 2018 and the first years cost is over seven-hundred thousand dollars as opposed to two hundred thirty five thousand, so I just got off the phone with Motorola after realizing that it wasn't on the Agenda and asked them if it could be approved in December, he said he had to have his managements approval to do so, its an unknown it could possibly be approved in December, if we wait until January we will be spending more”, *Tippy*, spoke, “I am very uncomfortable voting for this”, *Allen*, spoke, “Could we schedule a Special Meeting?”, *Repay*, spoke, “Or the other opportunity may be to, as we did with the last meeting where we conditionally.....”, *Tippy*, spoke, “This one scares me”, *Allen*, “would you want to do a special meeting in regards to this issue?(directed to Commissioner Tippy)”, *Tippy*, responded to Commissioner Allen, “I mean you guys do what you see fit, (inaudible) vote for this”, *Allen*, “my concern is the years and...” *Repay*, *intervened and commented*.

President of the Board Commissioner Repay, called for an amendment asking if Commissioner Allen would put a condition on his motion that: “after proper review from/by Attorney Dull”, *Allen* amended his motion to approve adding, pending legal review before we (the Board of Commissioners of the County of Lake) sign, “because the duration of the contract, I understand the need, the budgetary process, but it's a.....lengthy commitment, I understand the need for the Contract so to speak, I know that Motorola has proprietary control over their assets and they kinda have you over the barrel so to speak, I'll amend my motion to add pending legal review before the Commissioners sign, *Repay* confirmed and asked if any other discussion, then seconded the motion. Motion carried with 2-1vote, Tippy vote no.
(REFER TO SPECIAL MEETING DECEMBER 13, 2017 ITEM 6&7 FOR ATTORNEY REVIEW AND AGREEMENT)

Order #29 Agenda #84

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for operations for the period of January 1, 2018 to December 31, 2020 payable at the rate of \$487,514.00 for year one, \$512,400.00 for year two and \$512,400.00 for year three.

Allen made a motion to amend the Service Agreements in Agenda Items #84-89 for Johnson Controls, Inc. only for calendar year 2018 to be approved, Tippy seconded the motion. Motion carried.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for operations for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$487,514.00 for year one. Motion carried.

Order #29 Agenda #85

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for the Lake County Government Center Buildings A, B, C & Purdue Co-Op Extension for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$174,984.00 for year one.

Order #29 Agenda #85 cont'd

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for Lake County Government Center Buildings A, B, C & Purdue Co-Op Extension for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$174,984.00. Motion carried.

Order #29 Agenda #86

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for the Lake County Jail for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$135,660.00 for year one.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for Lake County Jail for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$135,660.00 for year one. Motion carried.

Order #29 Agenda #87

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for the Lake County Juvenile Center for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$115,700.00 for year one.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the Lake County Juvenile Center for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$115,700.00. Motion carried.

Order #29 Agenda #88

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for Hammond Courthouse for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$21,183.00 for year one.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the Hammond Courthouse for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$21,183.00 for year one. Motion carried.

Order #29 Agenda #89

In the Matter of Board of Commissioners of the County of Lake: Service Agreement with Johnson Controls, Inc. for Westwind Manor for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$13,820.00 for year one.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for Westwind Manor for the period of January 1, 2018 to December 31, 2018 payable at the rate of \$13,820.00 for year one. Motion carried.

Order #30 Agenda #90

In the Matter of Board of Commissioners of the County of Lake: Legal Services Agreement between The Law Office of John S. Dull, P.C. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$104,052.00 payable at the rate of \$8,671.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between The Law Office of John S. Dull, P.C. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$104,052.00 payable at the rate of \$8,671.00 per month. Motion carried.

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 15th day of November, 2017 effective from January 1, 2018 to December 31, 2018 by and between Law Office of John S. Dull, P.C., (hereinafter called "Attorney") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "Commissioners").

Under the Statutory provisions in IC 36-2-2-30(a), the Commissioners have the sole authority to determine the compensation and duties of their Attorney. The purpose of this contract is to spell out the duties of the Attorney and to enumerate compensation that is consistent with the Commissioners authority.

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Attorney.**
 - A. In accordance with IC 36-2-2-30(a), the Board of Commissioners of the County of Lake as its county executive hereby employs the Attorney.
 - B. The Attorney hereby agrees to perform the services for the compensation indicated in this agreement.
2. **Scope of Fixed Fee Service.** The Attorney shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of \$8671.00 per month or a total of \$104,052.00 per year to be paid from General Fund, Commissioners Department 2900, Line Item 43150:
 - A. Legally advise the Commissioners and/or its departments when requested by the Commissioners of duties and authority.
 - B. Attend the meetings of the Commissioners.
 - C. Prepare reports and documents for the Commissioners as requested.
 - D. Devote such hours as are necessary for the performance of the obligations of the Attorney as outlined in the fixed fee section of the contract.
 - E. The fixed fee payable to the Attorney under this section is payable out of the Legal Services line item in the Commissioners General Fund Budget or such other line items under the control of the Commissioners.
 - F. Attorney is hereby authorized to sign contracts on behalf of the Board of Commissioners relating to services paid out of the Self Insurance Fund
3. **Representation in Litigation.**
 - A. The Attorney shall direct and manage the Lake County Self Insurance Liability Fund.
 - B. In management of the litigation payable out of the fund the Attorney shall insure that there are sufficient attorneys and experts involved so as to protect the rights of each defendant and represent any County Plaintiffs in cases filed by the County.
 - C. The Attorney shall legally represent or designate a representative for the

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Order #30 Agenda #90 cont'd

- D. Commissioners as the County Executive in all possible, potential, threatened, and actual litigation to include litigation or threats of litigation against Lake County as a political subdivision and in any cases filed by the Commissioners as Plaintiff.
 - D. The Attorney shall exercise his discretion after consultation with the Commissioners in determining who shall represent which defendants in all litigation filed against the County.
 - E. The Attorney shall keep the Commissioners up to date on all proceedings so as to permit the Commissioners to make informed judgments at action stages in any controversy or litigation.
 - F. The Attorney will act as their lead counsel.
 - G. The services rendered under this litigation section of the contract are payable out of the county's self insurance liability fund.
 - H. The amount of the fixed fee for representation in litigation shall be determined by the President of the Board of Commissioners annually who shall have the authority to sign on their behalf.
4. **Bond Counsel.**
 - A. The Attorney shall act as local counsel in all proceedings where the Commissioners as the County Executive for Lake County are involved in bonding or issuing tax warrants.
 - B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Attorney in current and bond/warrant findings undertaken by and/or involving the Commissioners.
 5. **Time of Performance.** The services to be performed hereunder by the Attorney shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 6. **Changes.** The Commissioners may, from time to time, require changes in the scope of the services of the Attorney to be performed hereunder. Such changes, which are mutually agreed upon by and between the Commissioners and the Attorney, shall be incorporated in a written amendment to this agreement.
 7. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
 8. **Accomplishment of Project.** The Attorney shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
 9. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the Commissioners may have under this contract may be waived in writing by the

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Commissioners by a formal waiver, if, in the judgment of the Commissioners, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

10. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. **Commissioners Not Obligated to Third Parties.** The Commissioners shall not be obligated or liable hereunder to any party other than the Attorney.
13. **When Rights and Remedies Not Waived.** In no event shall the making by the Commissioners of any payment to the Attorney constitute or be construed as a waiver by the Commissioners of any breach of covenant, or any default which may then exist, on the part of the Attorney, and the making of any such payment by the Commissioners while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the Commissioners in respect to such breach or default.
14. **Personnel.** The Attorney represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement except those which are payable out of the Self Insurance Fund. Such personnel shall not be employees of or have any contractual relationship with the Commissioners. All of the services required hereunder will be performed by the Attorney or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
15. **Equal Opportunity and Affirmative Action.** The Attorney agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Commissioners in respect to such breach or

- default.
- F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Attorney and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Attorney by this agreement.

16. **Miscellaneous Provisions.**

- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Attorney may not subcontract any part of the work covered herein without the prior written consent of the Commissioners.
- C. The Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
- D. The Attorney shall be deemed an independent contractor and not an employee of the Commissioners, and shall not file any claim under Workers Compensation or Occupational Disease against the Commissioners for any injury or disease arising from the performance of this contract.
- E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.

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

Law Office of John S. Dull, P.C. Attorney at Law 1743A Beachview Court Crown Point, IN 46307	Lake County Board of Commissioners 2293 North Main Street Crown Point, IN 46307
---	---

18. **Conflict of Interest.** The following provisions of Lake County Code Articles 1.3 and 1.4 are incorporated as part of this contract.

- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (e County

Code Articles 1.3 and 1.4).

- B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
- C. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for anyone charged with a crime in any state or county court in the County of Lake, shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim or action where the legal services provided for the client seek in part legal redress against the County of Lake, its elected officials, its appointed officials, employees, departments, agencies or agents.
- D. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

19. **Information Availability.**

- A. Information that is the property of Lake County Commissioners shall be made available in accordance with the Indiana Open Records Law, IC 5-15-5.1-1 et seq.
- B. Commissioners recognize and acknowledge that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Attorney and Attorney's business and computer operations. Commissioners hereby agree that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Attorney.

20. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7-2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state

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

- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

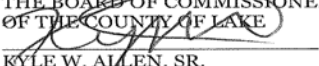
22. This contract cannot be assigned without the written consent of the County of Lake.

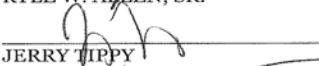
23. **OSHA LANGUAGE**


As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

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

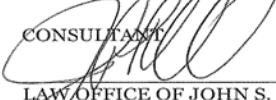
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


KYLE W. ALLEN, SR.

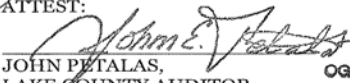

JERRY TIPPY


MICHAEL C. REPAY

CONSULTANT


LAW OFFICE OF JOHN S. DULL
By John S. Dull

ATTEST:


JOHN PETALAS,
LAKE COUNTY AUDITOR

In the Matter of Board of Commissioners of the County of Lake: Legal Services Agreement between The Law Office of Joseph S. Irak and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$54,747.96 payable at the rate of \$4,562.33 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between The Law Office of Joseph S. Irak and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$54,747.96 payable at the rate of \$4,562.33 per month. Motion carried.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 15 day of Nov, 2017 effective from January 1, 2018 to December 31, 2018 by and between the Law Office of Joseph S. Irak, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called the "**County**").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services:

CONTRACT ATTORNEY

- A. Consultant shall legally advise and represent the following boards, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include but not limited to attendance at board meetings:
 - B. Consultant shall devote such hours as are necessary to perform the service listed above.
 - C. Consultant shall exercise independent legal judgment to act in the best interest of the parties represented.
 - D. Consultant reports directly to the Board, Official and/or person represented and not to the Board of Commissioners and/or Lake County Attorney.
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
 4. **Compensation.** The County agrees to pay the Consultant a monthly flat rate in the amount of FOUR THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND THIRTY-THREE CENTS (\$4562.33) payable from General Fund, Commissioners Department 2900, Line Item 43150. This monthly flat rate shall include any and all litigation or litigation related matters as assigned by the County. The County shall pay for any reasonable litigation and travel expenses. The County will not pay for any basic office expenses (i.e. regular copy costs, long distance or local telephone calls, long distance or local facsimiles, etc). Because the Consultant is receiving a monthly flat rate,

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Consultant is not required to keep and submit detailed invoices, only a monthly invoice requesting the monthly flat rate.

5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
7. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his

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supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
15. **Miscellaneous Provisions.**
- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
 - C. The Contract Attorney is personally responsible for paying any fines or sanction penalties which any Judge or Administrative Board orders the Contract Attorney personally to pay because of the actions of the Contract Attorney in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Board of Commissioners of the County of Lake, or any of its elected or appointed officials or employees.
 - D. The Contract Attorney shall be deemed an independent contractor and not an employee of the County, and shall not file any claim under Workers Compensation or Occupational Disease against the County for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
16. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
17. **Conflict of Interest.** The following provisions of Lake County Code Article 1.3 and 1.4 are incorporated as part of this contract.
- A. The County has the right to prohibit activity it deems in conflict of interest with county employment. Activities are to be monitored by the official. (Lake County Code Article 1.3 and 1.4).
 - B. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for the county, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seek in part legal redress against the county, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. Neither a county employee whose job description includes the provision of legal services nor any person, partnership or corporation of any type, acting as a contracting agent to provide legal services for anyone charged with a crime in any state or county court in the County of Lake, shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim or action where the legal services provided for the client seek in part legal redress against the County of Lake, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - D. The prohibition against legal representation outlined in the paragraph above shall be placed in all county contracts for legal services. If the restriction on legal representation is violated, the contract with the county shall be null and void and any monies paid on the contract after the violation shall be deemed unearned and shall be repaid to the county with eight (8%) percent interest.

18. **Information Availability.**

- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.

19. **E-Verification.**

- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or

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renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:

- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
- (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

20. **OSHA LANGUAGE**

As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

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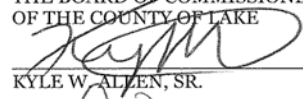
I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

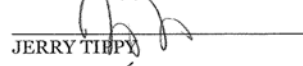
BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

ATTORNEY JOSEPH S. IRAK
LAW OFFICE OF JOSEPH S. IRAK
9219 BROADWAY
MERRILLVILLE, IN 46410
(219) 769-4552

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

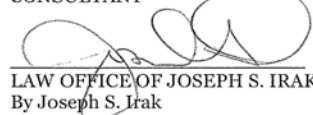
THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


KYLE W. ALLEN, SR.

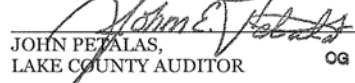

JERRY TIPPY


MICHAEL C. REPAY

CONSULTANT


LAW OFFICE OF JOSEPH S. IRAK
By Joseph S. Irak

ATTEST:


JOHN PETALAS,
LAKE COUNTY AUDITOR OG

Order #30 Agenda #92

In the Matter of Board of Commissioners of the County of Lake: Legal Services Agreement between Alexander Kutanovski and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed 10% of any amount collected of the unclaimed property.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Alexander Kutanovski and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed 10% of any amount collected of the unclaimed property. Motion carried.
(SEE FILE "ATTORNEY CONTRACTS")

Order #30 Agenda #93

In the Matter of Board of Commissioners of the County of Lake: Agreement for Subrogation between Smith Sersic and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed 33% of all subrogation amounts collected by Consultant on behalf of the County.

Allen made a motion, seconded by Tippy, to approve the Agreement for Subrogation between Smith Sersic and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed 33% of all subrogation amounts collected by Consultant on behalf of the County. Motion carried.
(SEE FILE "ATTORNEY CONTRACTS")

Order #30 Agenda #94

In the Matter of Board of Commissioners of the County of Lake: Agreement between Sandi Radoja and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$37, 200.00 payable at the rate of \$3,100.00 per month.

Allen made a motion, seconded by Tippy, to approve the Agreement between Sandi Radoja and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$37,200.00 payable at the rate of \$3,100.00 per month. Motion carried.

Order #31 Agenda #95

In the Matter of Board of Commissioners of the County of Lake: 2018 – Articles of Agreement – 2020 between the Teamsters Local Union No. 142 and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the 2018 – Articles of Agreement – 2020 between the Teamsters Local Union No. 142 and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department. Motion carried.

Order #32 Agenda #96

In the Matter of Board of Commissioners of the County of Lake: Contractor pre-qualifications from the following to be made a matter of public record: A. Sweney Electric Company, Inc.

Allen made a motion, seconded by Tippy, to make a matter of public record the Contractor pre-qualification from **Sweney Electric Company, Inc.** Motion carried.

Order #33 Agenda #97

In the Matter of Board of Commissioners of the County of Lake: County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment from the following listed A-C.

Allen made a motion, seconded by Tippy, to approve County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment from the following listed A-C. Motion carried.

- A. ATN Technology
- B. Phil & Sons, Inc.
- C. Castongia Tractor.

Order #34 Agenda #98

In the Matter of Board of Commissioners of the County of Lake: Letter from the Commissioners Attorney to Kelly S. White, Office of the Attorney General, State of Indiana regarding 2:12-cv-429 JTM-PRC, Lorena E. Bostic vs State of Indiana et al and certified return receipt to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Letter from the Commissioners Attorney to Kelly S. White, Office of the Attorney General, State of Indiana regarding 2:12-cv-429 JTM-PRC, Lorena E. Bostic vs State of Indiana et al and certified return receipt. Motion carried.

Order #35 Agenda #99

In the Matter of Board of Commissioners of the County of Lake: Certified Return Receipts acknowledging receipt by the following of the Lake County Board of Commissioners nominations to the Judicial Nominating Commission from: A-D (listed below).

Allen made a motion, seconded by Tippy, to make a matter of public record the Certified Return Receipts acknowledging receipt by the following of the Lake County Board of Commissioners nominations to the Judicial Nominating Commission from: A-D (listed below). Motion carried.

- A. Chief Justice Loretta H. Rush, Indiana Supreme Court
- B. Clerk of the Indiana Supreme Court
- C. Clerk of the Court, Michael Brown
- D. Connie Lawson, Secretary of State of Indiana

Order #36 Agenda #100

In the Matter of Board of Commissioners of the County of Lake: Certified Return Receipt from Tax Management Associates Corporate Office acknowledging receipt of contract termination for new audits after December 31, 2017 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certified Return Receipt from Tax Management Associates Corporate Office acknowledging receipt of contract termination for new audits after December 31, 2017. Motion carried.

Order #37 Agenda #101

In the Matter of Board of Commissioners of the County of Lake: Public Record Seminar After Action Report – October 25, 2017 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Public Record Seminar After Action Report – October 25, 2017. Motion carried.

Order #37 Agenda #102

In the Matter of Board of Commissioners of the County of Lake: \$12,000,000.00 Lake County, Indiana General Obligation Bonds, Series 2017A dated August 16, 2017 CD to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the \$12,000,000.00 Lake County, Indiana General Obligation Bonds, Series 2017A dated August 16, 2017 CD (File on disc/Taft Stettinius & Hollister LLP). Motion carried.

Order #38 ADD Agenda #102A

In the Matter of Board of Commissioners of the County of Lake: Application for Change of Zone, 2297 N. Main Street, Crown Point, Indiana 46307, Current Zoning R-1 Proposed Use B-3.

Allen made a motion, seconded by Tippy, to approve the Application for Change of Zone, 2297 N. Main Street, Crown Point, Indiana 46307, Current Zoning R-1 Proposed Use B-3. Motion carried.



PETITION: _____

PAID: \$: _____

FEE: \$ _____

RECEIPT #: _____

PLAN COMMISSION
CITY OF CROWN POINT
11035 BROADWAY, SUITE E
CROWN POINT, IN 46307
PHONE: (219) 661-5039

APPLICATION FOR CHANGE OF ZONE

ADDRESS OF PROPERTY: 2297 N. Main Street, Crown Point, Indiana 46307

CURRENT ZONING: R-1

PROPOSED USE: B-3 (office/retail building)

LOT SIZE: 612 ft. x 253 ft. (approx.) ACRES: 3.552

PLEASE SUBMIT ALL SUPPORTING DOCUMENTATION AS LISTED IN THE CHECK LIST OF REQUIREMENTS.

PETITIONER IS RESPONSIBLE TO SUBMIT 11(ELEVEN) COPIES OF THE FULL APPLICATION, SITE PLAN, AND ALL EXHIBITS.

A LIST OF NAMES AND ADDRESSES (CERTIFIED LIST TO BE PROVIDED BY A TITLE COMPANY, TOWNSHIP TAX ASSESSOR, OR COUNTY AUDITOR) MUST BE FURNISHED WITH THIS APPLICATION. THE CERTIFIED LIST MUST INCLUDE ALL OWNERS OF LAND ADJACENT TO SAID PROPERTY AND ANY OTHER OWNERS THE BOARD DETERMINES THAT WOULD BE AFFECTED.

(TYPE OR PRINT)

PETITIONER: Paul Stracci

PROPERTY OWNER: Lake County Indiana by Commissioner Tippy and Commissioner Repay

ADDRESS: 940 Whitehall Drive

ADDRESS: 2293 N. Main St.

CITY: Crown Point, IN ZIP 46307

CITY: Crown Point ZIP 46307

OFFICE/CELL#: (219) 689-1050

OFFICE/CELL# 219-755-3200

E-MAIL: pstracci@cloud.com

E-MAIL: jsdull@yanco.com

BEING FIRST DULY SWORN UPON _____ OATH, DO HEREBY DECLARE THAT THE FACTS AND FIGURES AS SET FORTH IN THE ABOVE PETITION ARE TRUE TO (MY,OUR) INFORMATION AND BELIEF, AND THAT (I,WE) (AM, ARE) SUBMITTING SUCH FACTS AND FIGURES TO THE CROWN POINT PLAN COMMISSION FOR PURPOSE OF THIS REQUEST FOR THE ABOVE DESCRIBED REAL ESTATE.

(SIGNATURES)

PETITIONER (S): _____

OWNER (S): _____

Paul Stracci

[Signature]

STATE OF INDIANA, COUNTY OF LAKE) SS:
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE AND FORGOING INSTRUMENT TO BE their VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

DATED THIS 15th DAY OF November, 20 17.

MY COMMISSION EXPIRES: 1/23/21, Stacy M Hazard
NOTARY PUBLIC



Order #39 ADD Agenda #102B

In the Matter of Board of Commissioners of the County of Lake: Resolution Establishing Towing Districts and Towing Vendors.

Allen made a motion, seconded by Tippy, to approve the Board of Commissioners Resolution Establishing Towing Districts and Towing Vendors, discussion followed Commissioner Repay spoke giving a brief summary and details as in Resolution. Motion carried.
Cont'd.

Order #39 ADD Agenda #102B cont'd

**RESOLUTION ESTABLISHING TOWING DISTRICTS
AND TOWING VENDORS**

- WHEREAS,** governmental units have a responsibility to take affirmative action in relationship to public health, welfare and safety;
- WHEREAS,** the establishment of a procedure for towing vehicles on streets and roads within Lake County when requested by the Lake County Sheriff Officers and Lake County 911 is needed to protect the health, welfare and safety of the public;
- WHEREAS,** the need for towing services and the ability to meet that need is a function of population distribution and road infrastructure within Lake County;
- WHEREAS,** different situations require different types of equipment for towing;
- WHEREAS,** Lake County Board of Commissioners have solicited proposals from towing companies who responded identifying their location, equipment, financial responsibility, and general business features which make them qualified to provide certain types of towing services in specific areas in Lake County;
- WHEREAS,** the establishment of specific towing districts with specific assigned towing companies for specific towing needs will result in a fair and equitable distribution amount the vendors and ensure that the health, welfare and safety of the public is met.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. The geographic area in Lake County is divided into four (4) towing districts and specific vendors are designated for light and medium tows and heavy tows in each district;
2. The following (4) districts are established for the specific towing functions:
 - A. District One:
 - 1) The area bounded on the north by the southern tip of Lake Michigan, on the west by the Illinois State Line, on the south by 85th Avenue and on the east by Taft Street projected north to Lake Michigan.
 - 2) The following eight (8) vendors are assigned the functions of light and medium tows: Herrera's Towing, S&S Towing, McCoy & Sons Towing, EMT Towing, Bert's Towing, Double T Towing, and Simon's Towing.
 - 3) The following three (3) vendors are assigned heavy tows: Bert's Towing, Double T Towing, and S&S Towing.
 - B. District Two:
 - 1) The area bounded on the north by the southern tip of Lake Michigan, on the west by Taft Street projected north to Lake Michigan, on the south by 85th Avenue and on the east by Lake County/Porter County Line Road.
 - 2) The following four (4) vendors are assigned the functions of light and medium tows: Ridgeway Towing, Alternative Towing, Republic Towing, and WAFFCO Towing.
 - 3) The following vendor is assigned to heavy tows: Waffco.

C. District Three:

- 1) The area bounded on the north by 85th Avenue, on the west by Illinois State Line, on the south by the Kankakee River and on the east starting at the intersection of Madison Street and 85th Avenue going south into Indiana Avenue and then Grant Street to west 181st Avenue then east to Harrison Street and south to the Kankakee River.
- 2) The following five (5) vendors are assigned the functions of light and medium tows: Stan's Towing, Emerald Towing, Ray and Wally's Towing, Tom & Ed's Towing, and 1st Response Towing.
- 3) The following vendor is assigned to heavy tows: Ray & Wally's Towing

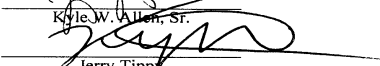
D. District Four:

- 1) The area bounded on the north by 85th Avenue, on the west starting at the intersection of Madison Street and 85th Avenue going south into Indiana Avenue and then Grant Street to west 181st Avenue then east to Harrison Street and south to the Kankakee River, on the south by the Kankakee River and on the east by Lake County/Porter County Line.
 - 2) The following three (3) vendors are assigned the functions of light and medium tows: Midnight Blue Towing, Purkey's Towing, and Steve's Towing.
 - 3) The following vendor is assigned heavy tows: Midnight Blue.
3. That 911 central dispatch shall assign the above and follow a system to rotate the tow service provider according to the computer aided system to maintain fairness. 911 central dispatch will assign the tow according to this system and will not honor requests for a specific service provider. 911 central dispatch will take the "next in line" according to the computer.
 4. That the districts designated and the vendors assigned will remain in effect until May 31, 2018.
 5. Prior to May 31, 2018, the use of vendors by district and tow type will be evaluated to determine if modifications in districts or vendors need to be made.

THIS RESOLUTION IS ADOPTED THIS 18th DAY OF OCTOBER, 2017


BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE


Michael Repay, President


Kyle W. Allen, Sr.


Jerry Tippy

Attest:


John Petalas, Auditor

Order #40 ADD Agenda #102C

In the Matter of Board of Commissioners of the County of Lake: Testa Steel Constructors Incorporated License or Permit Bond 32S550269 and Certificate of Liability Insurance to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Testa Steel Constructors Incorporated License or Permit Bond with The Ohio Casualty Insurance Company Bond no. 32S550269 and Certificate of Liability Insurance. Motion carried.

Order #41 ADD Agenda #102D

In the Matter of Board of Commissioners of the County of Lake: Interlocal Agreement: A. Lake Station; B. St. John. Letter was sent to the Indiana State Board of Accounts.

Allen made a motion, seconded by Tippy, to approve the Interlocal Agreements between the Board of Commissioners of the County of Lake and the City of Lake Station, Indiana and the Town of St. John, Indiana and letter sent to the Indiana State Board of Accounts by Commissioners Attorney dated November 13, 2017 in regards to the Interlocal Agreement. Motion carried.

JOINT INTERLOCAL COOPERATION AGREEMENT
 BETWEEN THE CITY OF LAKE STATION, INDIANA
 AND LAKE COUNTY, INDIANA, REGARDING
 SNOW REMOVAL OF 2.88 MILES OF SEVERAL STREETS AND
 INTERSECTIONS IN LAKE COUNTY; AND PAVING OF 34TH AVENUE
 FROM A POINT 140 FEET EAST OF THE CENTER LINE OF
 JAY STREET EAST TO THE DEAD END AND LAPORTE
 STREET PAVING 32ND AVENUE NORTH
 TO 31ST AVENUE IN LAKE STATION, LAKE COUNTY, INDIANA

2017 076304

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This Joint Interlocal Cooperation Agreement Between the City of Lake Station, Indiana and Lake County, Indiana, Regarding Snow Removal of 2.88 Miles of Several Streets and Intersections in Lake County; and Paving of 34th Avenue from a point 140 Feet East of the Center Line of Jay Street East to the Dead End and Laporte Street paving 32nd Avenue North to Avenue in Lake Station, Lake County, Indiana (the "Agreement") is made and entered into this 8th day of November, 2017, in accordance with I.C. 36-1-7, *et. seq.*, by and between the City of Lake Station, Indiana, a municipal corporation by its Mayor and Board of Public Works and Safety ("Lake Station"), and Lake County, Indiana, a unit of local government by its Board of Commissioners ("Lake County"), and approved by the Lake Station Common Council, the fiscal body of Lake Station, and by the Lake County Council, the fiscal body of Lake County, pursuant to I.C. 36-1-7-10(1):

STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 2017 NOV 13 PM 4:09

RECITALS

WHEREAS, Lake Station is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of Lake Station; and

WHEREAS, Lake County is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the Corporate Boundaries of Lake County, Indiana; and

WHEREAS, Lake Station and Lake County have each been advised that the provisions of I.C. 36-1-7-1, *et. seq.*, (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, Lake Station and Lake County are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, Lake Station and Lake County each seek to enter into a joint interlocal

FILED
 NOV 13 2017
 JOHN E. PETALAS
 LAKE COUNTY AUDITOR
 029115

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cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, Lake Station to provide snow removal and salt for 2.88 miles of several streets and intersections in Lake County consisting of Lake Park Road, Viking Village, Mississippi Street, Illinois Street, 35th Avenue, 36th Avenue, and 36th Place as described in Exhibit "A" attached to the Agreement; and, Lake County to pave 34th Avenue from a point 140 Feet East of the Center Line of Jay Street, to the dead end in Lake Station, 1,535 feet (.29 miles), between 24 and 25 feet wide. The County will also add Laporte Street paving 32nd Avenue north to 31st Avenue. The County will also mill deep, and replace the road of three inches of Base (25 mm) and two inches of surface (9.5 mm), for the mutual benefit of the participating government units; and

WHEREAS, Lake Station and Lake County have determined that entry into a joint interlocal cooperation agreement for the public works project is in the best interests of the residents of Lake Station and Lake County, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time; and

WHEREAS, the estimated annual cost of the snow removal and salt of 2.88 miles of several streets and intersections in Lake County for the City of Lake Station is \$10,094.40; and the estimated cost of paving 34th Avenue from a point 140 Feet East of the Center Line of Jay Street to the dead end and Laporte Street paving 32nd Avenue north to 31st Avenue in Lake Station for Lake County is \$94,500.00.

COVENANTS

NOW, THEREFORE, LAKE STATION AND LAKE COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1. DURATION.

The duration of this Agreement shall be as follows, provided that this Agreement is adopted by Resolution by Lake Station and Lake County: Paving by Lake County shall be completed on or before January 1, 2018, weather permitting; snow removal and salting by Lake Station shall be provided for five years from this date.

SECTION 2. PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of Lake Station and Lake County concerning the Public Works Project.

SECTION 3. PROJECT DEFINED.

This Public Works Project (Project) is defined as a snow removal and salting by the City of Lake Station of 2.88 miles of several streets and intersections in Lake County, Indiana, consisting of Lake Park Road, Viking Village, Mississippi Street, Illinois Street, 35th Avenue, 36th Avenue, and

Page -2-

36th Place as described in Exhibit "A" attached to the Agreement. And, the paving by Lake County of 34th Avenue from a point 140 Ft. East of the center line of Jay Street to the dead end in Lake Station, 1,535 feet (.2 miles) between 24 and 25 feet wide. The County will also add Laporte Street paving 32nd Avenue north to 31st Avenue. Lake County will mill deep and replace the road with three inches of base (25 mm) and two inches of surface (9.5 mm), for the mutual benefit of the participating government units.

SECTION 4. PROJECT FUNDING.

Lake County agrees to fund the cost of the paving on 34th Avenue and Laporte Street of \$94,500.00; Lake Station agrees to fund the cost of snow removal and salting estimated to cost \$10,094.40 per year of Lake Park Road, Viking Village, Mississippi Street, Illinois Street, 35th Avenue, 36th Avenue, and 36th Place (Exhibit "A").

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered through Lake County. The powers of Lake County shall be as follows: the powers of the entity shall be exercised by Lake County and shall be construed to include all powers directly granted it under the Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Project commencement and completion as set forth in Section 3 of this Agreement.
- B. That the Lake County Auditor is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by Lake County and for Lake County's expenses. The Lake Station Clerk-Treasurer is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by the Lake Station Board of Works and Common Council, for the costs attributed to Lake Station.

SECTION 6. ASSIGNMENT OF RIGHTS.

No party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 7. AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all parties.

SECTION 8. FORCE MAJEURE.

Except as otherwise provided in this Agreement, Lake Station and Lake County, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an

Page -3-

event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or intentional and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties or any other cause of any nature whatsoever beyond the control of Lake Station and Lake County, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9. NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

<u>Lake Station</u>	<u>County</u>
City of Lake Station	Lake County Board of Commissioners
1969 Central Avenue	2293 N. Main St., 3 rd Floor
Lake Station, IN 46405	Crown Point, IN 46307
Attn: Mayor, City Clerk-Treasurer & City Attorney	Attn: Board of County Commissioners & Attorney to the Board of County Commissioners

SECTION 10. CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11. SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 12. ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall insure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest.

SECTION 13. MATERIAL DISPUTE.

The parties agree that Lake Station and Lake County shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be

governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 14. COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

SECTION 16. LIABILITY.

The City of Lake Station will agree to indemnify the County for any injuries or damages which occur by snow removal and salting on Lake Park Road, Viking Village, Mississippi Street, Illinois Street, 35th Avenue, 36th Avenue, and 36th Place which are attributable to the negligence of the City performing its obligations under this Agreement as provided by Indiana Law.

The Lake County will agree to indemnify the City of Lake Station for any injuries or damages which occur on paving 34th Avenue and Laporte Street, which are attributable to the negligence of Lake County in performing its obligations under this Agreement as provided by Indiana Law.

SECTION 17. PUBLIC ACTION.

It is expressly acknowledged and stated that this Agreement is executed and entered into by Lake Station and Lake County after action by and each entity to approve the Agreement at a duly advertised Public Meeting of the following:

- A. By the Mayor of the City of Lake Station, Indiana, as its executive on the _____ day of _____, 2017.
- B. By the Common Council as the fiscal body of the City of Lake Station, a municipal corporation on the _____ day of _____, 2017, by a vote of _____ in favor and _____ against and whereby the Mayor and Clerk-Treasurer respectively, were directed to execute and attest same, and deliver the Agreement herein.
- C. By the Board of County Commissions of Lake County, Indiana, as the county executive of the municipal body known as Lake County, on the _____ day of _____, 2017, by a vote of _____ in favor and _____ against and whereby the Lake County Auditor was directed to attest the same.

D. By the Lake County Council as the fiscal body of the municipal body known as Lake County, on the 1st day of NOVEMBER, 2017, by a vote of 6 in favor and 0 against and whereby the Lake County Auditor was directed to attest the same.

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 24 day of October, 2017.

CITY OF LAKE STATION,
LAKE COUNTY, INDIANA

Board of Works:

CR
Christopher Anderson, Mayor
Will Vega
WILLIAM VEGA, MEMBER

ATTEST:

Casey Jefferson
~~JOSE CASTELLANOS, CASEY JEFFERSON~~
Clerk-Treasurer, City of Lake Station
CLERK

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 8th day of November, 2017.



BOARD OF COMMISSIONERS,
LAKE COUNTY, INDIANA

[Signature]
KYLE W. ALLEN, SR.,
Commissioner 1st District

JERRY TIPPY,
Commissioner 2nd District

[Signature]
MICHAEL C. REPAY,
Commissioner 3rd District

Attest:

John E. Petalas
JOHN PETALAS, Lake County Auditor

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 25 day of October, 2017.

CITY OF LAKE STATION,
LAKE COUNTY, INDIANA

Common Council:

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Agreement to be executed this 1st day of NOVEMBER, 2017.

LAKE COUNTY COUNCIL,
LAKE COUNTY, INDIANA

T. Bilski
TED E. BILSKI, President
Christine Cid
CHRISTINE CID

Elsie Franklin
ELSIE FRANKLIN

D. E. Dernulc
DANIEL E. DERNULC

David Hamm
DAVID HAMM

ABSENT
JAMAL WASHINGTON

Eldon Strong
ELDON STRONG

FORWARDED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR
NOV 02 2017 m/c

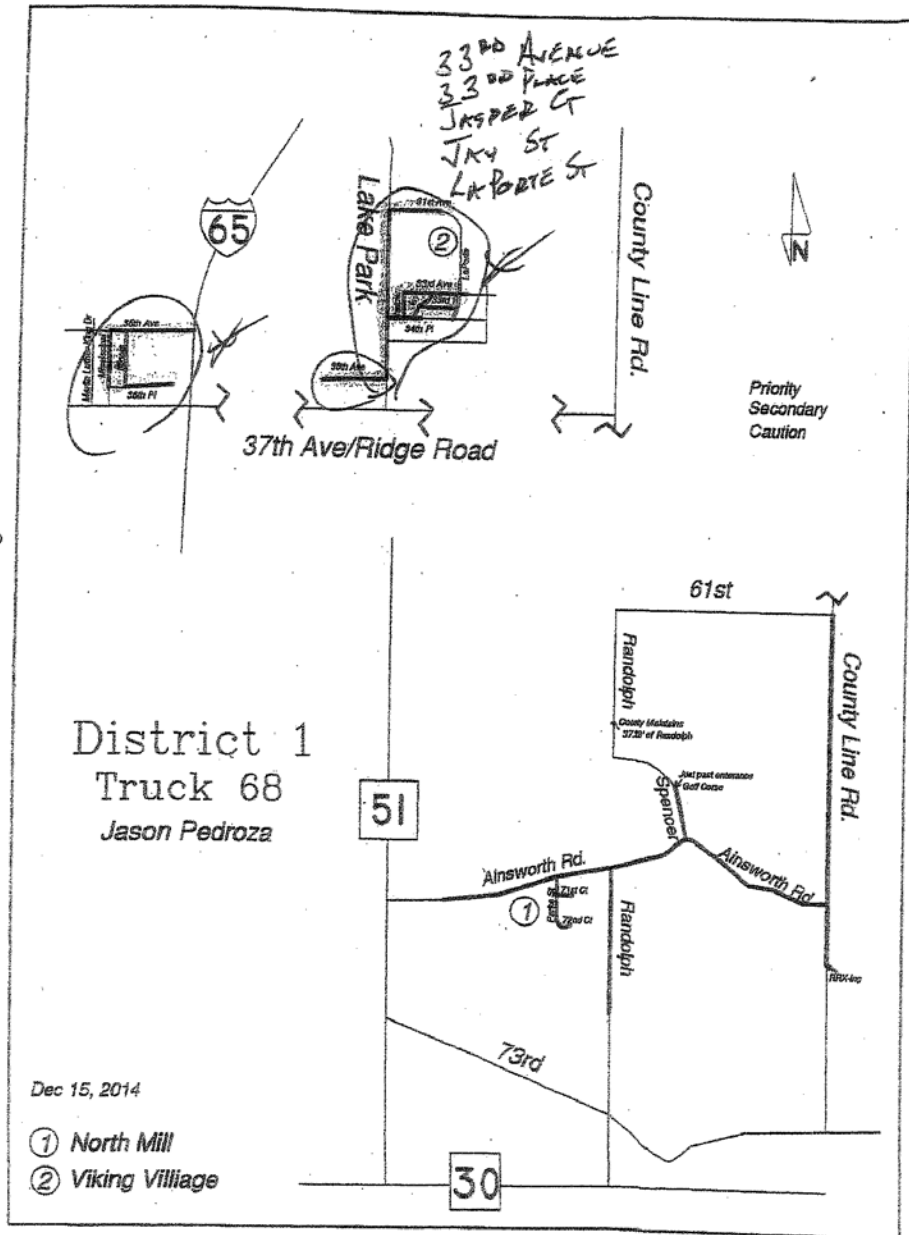
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SNOW ROUTE - DISTRICT 1
ROAD MILEAGE

ROUTE #68		State #	URBAN	RURAL	TOTAL MILES
35th Ave	E of Mississippi	646	1,754		
38th Ave	W of Lake Park	364	827		
38th Place	E of Mississippi	636	758		
Ainsworth	E of Rt 51	200	5,888		
County Line	S of 61st Ave	75	7,759		
Haven Hill Rd	W of County Line	189	5,354		
Illinois	S of 35th Ave	583	1,022		
Lake Park	N of 37th Ave	349	3,261		
Mississippi	N of 37th Ave	581	1,132		
Private Drive	S of Haven Hill	261		889	**Drive
Randolph	S of Ainsworth	1241	3,174		
Randolph	S of 61st Ave	1503		399	Hubert plows
Spencer St	N of Ainsworth	189			
North Mill	71st Ct	1270	446		
North Mill	Parke Street	1271	1,353		
Viking Village	31st Ave	366	1,311		
Viking Village	33rd Ave	340	1,363		
Viking Village	33rd Place	338	1,320		
Viking Village	34th Place	335	628		
Viking Village	Jasper Ct	335	504		
Viking Village	Jay Street	337	592		
Viking Village	LaPorte Street	339	717		
			39,263		
		39,263			

2.88

EX A
PI



P2

Re: Lake Station Snow Plowing

Tentative Cost Figures

2.88 miles consisting of: Lake Park Road, Viking Village, Mississippi Street, Illinois Street, 35th Avenue and 36th Avenue.

300 lbs per Lane Mile = 600 lbs per Mile

2 Tons Salt per Trip @ \$56.18 per Ton = \$112.36
4 Hours @ \$30.00 per Hr. = \$120.00
Fuel @ \$20.00 per Trip = \$20.00

Total \$252.36

20 Storm Events X 2 trips per Storm Event = \$10,094.40 /yr

$$\frac{94,500}{10,094.40} = 9.36$$

P3

FILED FOR RECORD
2017 NOV 14 PM 2:48
MICHAEL B. BROWN
RECORDER
Ref recording added signature HJG
2017 076555dk

JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE INTERSECTION IMPROVEMENT OF WEST 109TH AVENUE AND CALUMET AVENUE IN LAKE COUNTY, INDIANA, BETWEEN THE TOWN OF ST. JOHN, INDIANA, A MUNICIPAL CORPORATION AND UNIT OF LOCAL GOVERNMENT, AND LAKE COUNTY, INDIANA, A UNIT OF LOCAL GOVERNMENT

This JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE INTERSECTION IMPROVEMENT OF WEST 109TH AVENUE AND CALUMET AVENUE BY THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA, AND LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement") is made and entered into this 8 day of November, 2017, in accordance with the provisions of I.C. §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF ST. JOHN, Lake County, Indiana, a Municipal Corporation, a unit of local government, by its Town Council (hereinafter referred to as "ST. JOHN"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "LAKE COUNTY"), each a political subdivision and unit organized and operating under the laws of the State of Indiana, as set forth hereinafter:

2017 076309
MICHAEL B. BROWN
RECORDER
2017 NOV 13 PM 2:21
LAKE COUNTY
FILED FOR RECORD

RECITALS

WHEREAS, ST. JOHN is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of ST. JOHN; and

WHEREAS, LAKE COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within unincorporated Lake County; and

WHEREAS, ST. JOHN and LAKE COUNTY acknowledge the certain real property which is the subject of this Agreement for the described public works project (Project) is currently located within the jurisdiction and responsibility of LAKE COUNTY, but is anticipated to transfer within a foreseeable short time to become the jurisdictional responsibility of ST. JOHN, and as such the within Project and Agreement are advisable to enter; and

WHEREAS, ST. JOHN and LAKE COUNTY have each been informed and advised that the provisions of I.C. §36-1-7-1, *et seq.* (Joint Interlocal Cooperation Act, and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, ST. JOHN and LAKE COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

FILED NOV 14 2017 JOHN E. PETALAS LAKE COUNTY AUDITOR 029187 1 FILED NOV 13 2017 \$25.00 #347

WHEREAS, ST. JOHN and LAKE COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, to provide for a West 109th Avenue and Calumet Avenue intersection improvement public works project (hereinafter, the "Project"), for the mutual benefit of the participating governmental units; and

WHEREAS, ST. JOHN and LAKE COUNTY have determined that entry into a joint interlocal cooperation agreement for a West 109th Avenue and Calumet Avenue intersection improvement public works project is in the best interests of the residents of ST. JOHN and LAKE COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time; and

WHEREAS, ST. JOHN and LAKE COUNTY have been informed and advised that the estimated cost of the Project is Five Hundred Thousand and 00/100 Dollars (\$500,000.00), and that each of ST. JOHN and Illiana Christian High School Foundation will contribute an amount not exceeding One Hundred Sixty Seven Thousand and 00/100 Dollars (\$167,000.00), for construction of the Project. It is contemplated that each of the three (3) aforementioned entities will participate financially in a not to exceed funding of the Project subject to all terms set forth herein.

COVENANTS

NOW, THEREFORE, ST. JOHN AND LAKE COUNTY, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ALL OF WHICH ARE HEREBY ACKNOWLEDGED, DO HEREBY AGREE AS FOLLOWS:

SECTION 1: DURATION.

The duration of this Agreement shall be from the execution date of this Agreement to completion of the Project, as defined herein, provided that this Agreement is adopted by Resolution by each of ST. JOHN and LAKE COUNTY, by its duly authorized representatives.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of ST. JOHN and LAKE COUNTY, with Illiana Christian High School Foundation, concerning the West 109th Avenue and Calumet Avenue intersection improvement public works project (hereinafter, the "Project").

SECTION 3: PROJECT DEFINED.

This Project is defined as a public works improvement project of the West 109th Avenue and Calumet Avenue intersection to be design engineered, supervised and completed by LAKE COUNTY, including installation of traffic control signals, acquisition of land, widening of each Avenue at various points, and the re-pavement of each public way at various

points, all for the benefit of the citizens and residents of ST. JOHN and LAKE COUNTY, and all others traversing the public way improved by the completed Project. The Project is further defined and specified by the engineering plans prepared by V3 Engineering, which Engineering Firm is engaged by and under the supervisory responsibility of LAKE COUNTY. ST. JOHN shall have the right to review design engineering for the Project and to approve same. It is hereby acknowledged that LAKE COUNTY is the responsible unit for this Project under the Agreement, and that ST. JOHN approval at design engineering and related Project aspects shall not be unreasonably withheld.

SECTION 4: PROJECT FUNDING.

ST. JOHN and Illiana Christian High School Foundation have each agreed to pay, and will pay, one-third (1/3) each of the estimated Project cost, which is Five Hundred Thousand Dollars (\$500,000.00). This participating payment consideration is the amount of One Hundred Sixty-Seven Thousand Dollars (\$167,000.00) by each of ST. JOHN and Illiana Christian High School Foundation, payable within thirty (30) days of bid award, which award shall be contingent upon contribution payment made by ST. JOHN AND Illiana Christian High School Foundation. The amount to be paid by each of ST. JOHN and Illiana Christian High School Foundation shall not exceed the amount set forth herein. In the event of additional costs or expenses, LAKE COUNTY shall be responsible for same and pay such additional amounts owing, or to be paid. Upon such payment, and award of bid for the Project, there shall be no additional costs, expenses or payment requirements or responsibilities of ST. JOHN and Illiana Christian High School Foundation. LAKE COUNTY will be solely responsible for all aspects and requirements for the Project, including design, bid award, construction and supervision, as well as payment of all costs and expenses therefore. All documentation regarding the Project, including payments will be provided to ST. JOHN and Illiana Christian High School Foundation. The Parties hereto further agree to cooperate in all aspects of the Project, as requested by any Party hereto, through completion hereof.

SECTION 5: ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered through LAKE COUNTY. The powers of LAKE COUNTY shall be as follows: the powers of the entity shall be exercised by LAKE COUNTY and shall be construed to include all powers directly granted it under the Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Project commencement and completion as set forth in SECTION 3 of this Agreement.
- B. The LAKE COUNTY AUDITOR is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement. Further, all claims for supplies, materials, services or other expenses shall be examined and approved by LAKE COUNTY.

SECTION 6: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 7: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 8: FORCE MAJEURE.

Except as otherwise provided in this Agreement, ST. JOHN and LAKE COUNTY shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of ST. JOHN and LAKE COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

<p><u>ST. JOHN</u> Town of ST. JOHN 10955 W. 93rd Ave. St. John, IN 46375</p>	<p><u>LAKE COUNTY</u> Lake County Board of Commissioners 2293 North Main Avenue 3rd Floor, Building "A" Crown Point, IN 46307</p>
<p>Attn: Town Council President Town Clerk-Treasurer Town Attorney</p>	<p>Attn: Board of County Commissioners Attorney to the Board of County Commissioners</p>

Illiana Christian High School Foundation

Attn: _____

SECTION 10: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 12: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 13: MATERIAL DISPUTE.

The Parties agree that ST. JOHN and LAKE COUNTY shall meet for dispute resolution purposes. Thereafter, if any dispute is unable to be resolved, the Parties agree that the dispute will be resolved in Mediation as specified in the most current Rules for Alternative Dispute Resolution utilized in Lake County, Indiana. In the event that no resolution results from Mediation, then the Parties agree that proceedings may commence in the Circuit or Superior Courts of Lake County, Indiana. The Parties agree that each Party shall be responsible for and pay its own attorney fees and costs, absent any applicable provision of law to the contrary.

SECTION 14: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15: RECORDING AND FILING.

Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. §36-1-7-6, as amended.

SECTION 16: PUBLIC ACTION.

It is expressly acknowledged and stated that this Agreement is executed and entered into by ST. JOHN and LAKE COUNTY after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:

- A. By the Town Council, as the Fiscal Body of the Town of ST. JOHN, Lake County, Indiana, a Municipal Corporation, on the ___ day of ___, 2017, by a vote of ___ in favor and ___ against, and whereby the Town Council President and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.
- B. By the Lake County Council as the Fiscal Body of the municipal body known as LAKE COUNTY on the ___ day of ___, 2017, by a vote of ___ in favor and ___ against, and whereby the Lake County Auditor was directed to attest the same.
- C. By the Board of County Commissioners, Lake County, Indiana, as the County Executive of the municipal unit known as Lake County on the ___ day of ___, 2017, by a vote of ___ in favor and ___ against, and whereby the Lake County Auditor was directed to attest the same.

SECTION 17: ILLIANA CHRISTIAN HIGH SCHOOL FOUNDATION

It is acknowledged that Illiana Christian High School Foundation is not a Party to this Agreement as it is not a unit of local government. However, as part of its development plan processing for its substantial educational facility project, and consequential acknowledgment of the direct immediate benefit for its educational facility usage, it is participating in this intersection improvement project and public work for the safe travel and ingress/egress to its new school facility community served directly by the public work. Its signature hereto is acknowledgment and agreement of its funding participation and agreement for same.

IN WITNESS WHEREOF, ST. JOHN, by its duly authorized Officials and Representatives, have caused this Agreement to be executed this 2 day of Nov, 2017.

TOWN OF ST. JOHN,
LAKE COUNTY,
INDIANA,

Michael S. Forbes
Michael S. Forbes, Town Council President

Attest:

Beth R. Hernandez
Beth R. Hernandez, Clerk-Treasurer

IN WITNESS WHEREOF, LAKE COUNTY, by its duly authorized Officials and Representatives, have caused this Agreement to be executed this 2 day of Nov, 2017.

BOARD OF COUNTY
COMMISSIONERS, LAKE
COUNTY, INDIANA

Kyle W. Allen Sr.
Kyle W. Allen Sr., Commissioner 1st District

Jerry Tippy
Jerry Tippy, Commissioner 2nd District

Michael C. Repay
Michael C. Repay, Commissioner 3rd District

Attest:

John E. Petals

COUNTY COUNCIL,
LAKE COUNTY, INDIANA

[Signature] 11/14/17

[Signature] 11/14/17

[Signature] 11/14/17

[Signature] 11/14/17

[Signature] 11/14/17

Attest:
John E. Petals

Order #42 ADD Agenda #102E

In the Matter of Board of Commissioners of the County of Lake: Letter to the Calumet Township Trustee Concerning Ambulance Service in unincorporated Calumet Township.

Allen made a motion, seconded by Tippy, to make a matter of public record the Letter to the Calumet Township Trustee Concerning Ambulance Service in unincorporated Calumet Township and the duties and responsibilities according to Indiana code, letter dated November 14, 2017. Motion carried.

Order #43 ADD Agenda #102F

In the Matter of Board of Commissioners of the County of Lake: Annual Report Required for Approval of Budget, Supplemental Appropriations or For Issuance of Debt to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Annual Report Required for Approval of Budget, Supplemental Appropriations or For Issuance of Debt. Motion carried.

Order #44 ADD Agenda #102G

In the Matter of Board of Commissioners of the County of Lake: Agreement between DLZ and the Board of Commissioners of the County of Lake for Professional Services concerning Assessment and Grant Planning at the Lake County Fairgrounds in an amount not to exceed \$4,800.00.

Allen made a motion, seconded by Tippy, to approve the Agreement between DLZ, 2211 East Jefferson Boulevard, South Bend, Indiana 46615, and the Board of Commissioners of the County of Lake for Professional Design and Consulting Services As-Needed and directed concerning Assessment and Grant Planning at the Lake County Fairgrounds in an amount not to exceed \$4,800.00. Motion carried.

Order #45 ADD Agenda #102H

In the Matter of Board of Commissioners of the County of Lake: SPECIFICATIONS: HVAC in the Penthouses at the Lake County Government Center to be advertised. Bids to be returned by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Tippy, to approve the advertising of the Specifications for HVAC in the Penthouses at the Lake County Government Center for the return of bids by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #46 ADD Agenda #102I

In the Matter of Board of Commissioners of the County of Lake: SPECIFICATIONS: Asbestos Abatement in the Toilet Rooms, Recorder's Office and Courtroom Areas at the Lake County Government Center to be advertised. Bids to be returned by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion to approve the advertising of the Specifications for Asbestos Abatement in the Toilet Rooms, Recorder's Office and Courtroom Areas at the Lake County Government Center for the return of bids by Wednesday, December 13, 2017 by 9:30 A.M. in the Lake County Auditor's Office, Tippy seconded with discussion, stating that these projects are apart of capitol improvement projects. Motion carried.

Order #47 Agenda #103 A

In the Matter of Review and Approval of Minutes for Special Meeting, Wednesday, October 11, 2017.

Allen made a motion, seconded by Tippy, to approve the Minutes of the Special Meeting held Wednesday, October 11, 2017. Motion carried.

Order #48 Agenda #104

In the Matter of Lake County Expense Claims to be allowed Wednesday, November 15, 2017.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, November 15, 2017 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

Allen made a motion, seconded by Tippy, 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 November 15, 2017. Motion carried

Order #49 Agenda #105

In the Matter of Lake County Council Ordinances and Resolutions – Adopted November 14, 2017.

Allen made a motion, seconded by Tippy, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council and read into the record November 15, 2017. Motion carried.

Ordinance No. 1414B	Ordinance Concerning Holiday Schedule For The Calendar Year of 2018
Resolution No. 17-75	Resolution Honoring Veterans Of The United States Armed Forces
Resolution No. 17-76	Resolution Honoring Andean High School Girls Volleyball Team, IHSA Class 2A State Champions
Resolution No. 17-77	Resolution Permitting The Health Department To Pay Outstanding 2016 Invoices/Debts From The 2017 Budget
Resolution No. 17-78	Resolution To Approve Transfers From The County General Fund, Fund No. 001 To County Innkeeper's Tax Fund, Fund No. 138 In The Amount Of \$184,347.28 And From The County General Fund, Fund No. 001 To Auditor's Tax Incentive Fund, Fund No. 193

In The Amount Of \$65,652.72
Order #49 Agenda #105 cont'd

Resolution No. 17-79	Resolution To Approve Transfer Of \$44,820.10 From The Public Safety Lit – Cagit Fund, Fund No. 010 To The Sheriff's Towing & Franchise Fee Fund, Fund No. 290, Representing Reimbursement For Previous Expenses To Pay Back Balance Of Temporary Loan To The Sheriff's Federal Forfeiture Fund, Fund No. 181 (discussion)
Ordinance No. 1414A	Ordinance Establishing A Lake County Human Resources Department
Ordinance No. 1403B-6	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2017, Ordinance No. 1403B
Ordinance No. 1403B-7	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2017, Ordinance No. 1403B
Ordinance No. 1356B-1	Ordinance Amending Ordinance No. 1356B Granting Petition To Vacate Easement By Wildwood Trust, Joanna Gierczyk, Trustee (discussion)

Order #50 Agenda #106

In the Matter of Service Agreements

Allen made a motion, seconded by Tippy, to approve the following Service Agreements. Motion carried.

L C EAST CHICAGO COURTHOUSE	w/	ABC Burglar & Fire Alarm Corp.
L C COUNTY ENGINEER	w/	ABC Burglar & Fire Alarm Corp.
L C COUNTY ENGINEER	w/	ABC Burglar & Fire Alarm Corp.
L C COUNTY ENGINEER	w/	ABC Burglar & Fire Alarm Corp.
L C COUNTY ENGINEER	w/	ABC Burglar & Fire Alarm Corp.
L C COUNTY ENGINEER	w/	Ace Exterminating
L C COUNTY ENGINEER	w/	Great Lakes Plant Services, LLC
L C COUNTY ENGINEER	w/	Monroe Pest Control
L C COUNTY ENGINEER	w/	Patten Industries
L C COUNTY ENGINEER	w/	Waste Management
L C HAMMOND COURTHOUSE	w/	ABC Burglar & Fire Alarm Corp.
L C HAMMOND COURTHOUSE	w/	Waste Management
L C GARY COURTHOUSE	w/	ABC Burglar & Fire Alarm Corp.
L C GARY COURTHOUSE	w/	Rochester Midland Corp.

Order #50 Agenda #107

In the Matter of Poor Relief Decisions

Allen made a motion, seconded by Tippy, to approve the Poor Relief Decisions submitted by the Poor Relief Hearing Officer. Motion carried.

Brandi McCay	Denied for appellant's failure to appear
Shella Robinson	Denied for appellant's failure to appear
Audrey D. Franklin	Approved
Viganty Bhagawdeen	Remanded to township for further consideration and review
Kenneth Johnson	Denied
Esperanza Cordero	Denied for appellant's failure to appear
Francis Harris	Approved
Jedidiah Edmonds	Denied for appellant's failure to appear
Sharon Gary	Approved/partial
Tiffany Budford	Approved
Faith Johnson	Denied for appellant's failure to appear
Evelyn Davis	Denied
Tashawn Blackmon	Denied for appellant's failure to appear
Candice Calhoun	Denied for appellant's failure to appear
Marquita Strong	Remanded to township for further consideration and review
Kenyatta Griffin	Denied for appellant's failure to appear
Deanna Cuadra	Approved
Mary E. Thomas	Denied
William Hudson	Denied for appellant's failure to appear
Sharana Graham	Denied for appellant's failure to appear
Paris Rias	Denied for appellant's failure to appear
Tanisha Lane	Approved/partial
Druscilla Lee	Approved/partial
Marlon Sneed	Approved
Dawn Dennie	Approved on condition
Barbara Cross	Approved
Doris Phelps	Approved
Kenneth Bailey Jr.	Approved on condition
Nicole Alonzo	Denied
Arinicia Brooks	Denied for appellant's failure to appear
Jerri Norman	Denied for appellant's failure to appear
Lenell Armstrong	Approved/partial
Silva Riley	Approved
Kiana Spivey	Denied
Ritha Bennett	Denied for appellant's failure to appear
Donna Stewart	Denied for appellant's failure to appear
Charles Jordon III	Denied for appellant's failure to appear
Evette Tortonberry	Approved/partial
Martha E. Sequra	Denied
Marquita Brim	Approved/partial

Janette Sanders Denied for appellant's failure to appear
 Shakemia Fair Denied for appellant's failure to appear
 Order #50 Agenda #107 (cont'd)

Brenda Lampkin Approved/partial
 Michael Fordham Approved
 Chester Hardiman Denied for appellant's failure to appear
 Rhonda Dennie Approved
 Clarissa Render Denied for appellant's failure to appear
 Tony Mays Denied for appellant's failure to appear
 Valencia Leonard Approved
 Brandy Cross Approved/partial
 Kwanika Sharp Approved
 Dominique V. Kinard Denied for appellant's failure to appear
 Shana Joshua Approved/partial
 Faith Johnson Approved/partial
 Carlissa Williams Approved/partial
 Clemmie Bishop Approved/partial
 Donna Stewart Denied for appellant's failure to appear
 George Nance Approved/partial
 Teresa Spann Approved
 Jacob Wilkerson Approved/partial
 Robert Montgomery Approved/partial
 Kelly Baxter-Wms Approved
 Carrissa Pruitt Approved/partial
 Darlene Pheal Denied for appellant's failure to appear
 Keyana Barve Denied for appellant's failure to appear
 Williams Hudson Denied for appellant's failure to appear

Order #51 Agenda #108 A-C

In the Matter of Pay immediate (hand cut) Checks: A. October, 2017; B. Direct debit claims for pay 10.16.17; C. Direct debit claims for pay 10.30.17.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of October 2017 and the Direct debit claims for pay 10/16/2017 and 10/30/2017. Motion carried.

Order #52 Agenda #109A

In the Matter of Appointments: A. Gary Regional Airport Authority.

Allen made a motion, seconded by Tippy, to appoint Ron McColly to serve as the Board of Commissioners representative to the Gary Regional Airport Authority. Motion carried.

Order #53 Agenda #109B

In the Matter of Appointments: B. Merit System Board.

Allen made a motion, seconded by Tippy, to defer. Motion carried.

Order #54 Agenda #11A-R

In the Matter of L C Highway – BIDS: Annual Bids for the year 2018.

**LAKE COUNTY HIGHWAY DEPARTMENT
 BIDS FOR
 AGGREGATE (Air Cooled Blast Furnace Slag, ACBF) Picked Up
 FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Beemsterboer Aggregates 3411 Sheffield Ave Hammond, IN 46327	\$108,312.50

**LAKE COUNTY HIGHWAY DEPARTMENT
 BIDS FOR
 AGGREGATE (LIMESTONE) Delivered
 FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. South Lake Stone 18900 Clay Street Hebron, IN 46341	\$30,325.00

**LAKE COUNTY HIGHWAY DEPARTMENT
 BIDS FOR
 AGGREGATE (LIMESTONE) Picked Up
 FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. South Lake Stone 18900 Clay Street Hebron, IN 46341	\$632,050.00

- 2. US AGGREGATES, Inc.
9331 W 205th Ave
Lowell, IN 46356

\$601,425.00
Order #54 Agenda #11A-R cont'd

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
Back Fill "B" Borrow Delivered
FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

NO BIDS

**LAKE COUNTY HIGHWAY DEPARTMENT
Back Fill "B" Borrow Picked Up
BIDS FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

- 1. Beemsterboer Aggregates
3411 Sheffield Ave
Hammond, IN 46327

\$1,250.00

**LAKE COUNTY HIGHWAY DEPARTMENT
Cold Patch Mix for Patching (Picked Up)
BIDS FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

- 1. Walsh & Kelly
1700 E. Main Street
Griffith, IN 46319

\$210,000.00

- 2. Rieth-Riley
7500 W 5th Ave
Gary, IN 46406

\$196,000.00

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT
FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

- 1. J&J Newel Concrete Contractors, Inc.
P.O. Box 329
Calumet City, IL 60409

\$227,875.00

**LAKE COUNTY HIGHWAY DEPARTMENT
GASOLINE & DIESEL FUEL DELIVERED
to either
CROWN POINT GARAGE or LOWELL GARAGE
BIDS FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

- 1. Pinkerton Oil Company
P.O. Box 947
Chesterton, IN 46304

have to be further tabulated

- 2. Petroleum Traders Corp
7120 Pointe Inverness Way
Fort Wayne, IN 46804

have to be further tabulated

- 3. Al Warren Oil
1646 Summer Street
Hammond, IN 46320

have to be further tabulated

- 4. Superior Petroleum Products, Inc.
865 N Superior Drive
Crown Point, IN 46307

#1 1.9248 #2A 2.0875

- 5. Co-Alliance LLP
5250 E US HWY 36, Suite 1000
Avon, IN 46123

Class#1 1714.50 +Rack

Cass #2A 6725.70 +Rack

Class #2C 1573.20 +Rack

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
PLASTIC CULVERTS
FOR THE YEAR 2018**

COMPANY/ADDRESS

Bid Total

- 1. Baughman Tile Co.
8516 Twp Rd 137
Paulding, OH 45879

\$73,111.10

Order #54 Agenda #11A-R cont'd

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR****TRAFFIC SIGNS and ACCESSORIES
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Hall Signs, Inc. 4495 W. Vernal Pike Bloomington, IN 47404	\$57,555.75
2. Roadsafe Traffic Systems, Inc. 3122 Olympia Drive Lafayette, IN 47909	\$77,296.50

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR****TREATED TIMBER BRIDGE MATERIAL
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. American Timber Bridge 8767 Waruf Ave Portage, MI 49002	\$22,697.82

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR****VEGETATION MANAGEMENT
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Dalton's P.O. Box 1274 Warsaw, IN 46581	\$11,937.50
2. Bladecutters Landscaping P.O. Box 738 Crown Point, IN 46308	\$15,625.00

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR****Mulch Seeding (Delivered and Applied)
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
NO BIDS	

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
NEW TIRES, TIRE REPAIR AND RECAPPING
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Tredroc Tire Service 149 S Colfax Griffith, IN 46319	\$70,043.64
2. Chicago Tire 16001 S. Van Drunen Rd South Holland, IL 60473	\$65,390.00
3. T&M Tire Service, Inc.*Late 9565 N Industrial Drive St. John, IN 46373	\$66,947.00

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
PAVEMENT MARKINGS ON SELECTED COUNTY ROADS
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. The Airmarking Company, Inc. 1544 N SR 25 – PO BOX 526 Rochester, IN 46975	\$194,250.00
2. Roadsafe Traffic Systems, Inc. 3122 Olympia Drive Lafayette, IN 47909	\$208,000.00

Order #54 Agenda #11A-R cont'd

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
GEO-Melt or approved equal Deicing Chemical
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Road Solutions, Inc. (Correlated Products, Inc.) 5616 Progress Road Indianapolis, IN 46242	\$51,900.00

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR
ICE CONTROL AGGREGATE BLAST FURNACE SLAG
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. Phoenix Services, LLC 1190 E. Loop Road Portage, IN 46368	\$135,000.00
2. Beemsterboer Aggregates 3411 Sheffield Ave Hammond, IN 46327	\$164,250.00

**LAKE COUNTY HIGHWAY DEPARTMENT
BIDS FOR**

**LIQUID CALCIUM CHLORIDE
FOR THE YEAR 2018**

<u>COMPANY/ADDRESS</u>	<u>Bid Total</u>
1. NO BIDS	

Upon the reading of the bid tabulations by the County Auditor, Allen made a motion, seconded by Tippy, to accept the bid that arrived late. Motion carried.

Allen made a motion, seconded by Tippy with discussion, to take the above-mentioned bids under advisement, Tippy began discussion, stating, "I noticed that most of these prices are under the one-hundred fifty thousand dollar threshold for public bidding, is there a reason why we go through this process for the those items?", Dull, replied, "the process is because that's the way its been done in the past", Tippy, continued, "that's what I suspected so here's my point, my point is if we, under 150k we can solicit three bids from people of our choice so we could actually do some homework find people who actually offer these items and directly solicit them so that we have a better chance of getting three bids, we have too many people that I believe are just like nope I'm going to bid this and no one else knows about it", discussion and commentary continued. Repay, continued discussion asking Duane, Highway Engineer, if he had a different answer regarding this, Duane replied, "no, this what we've always done in the past, you are correct if its under 150k we can solicit the proposals and just have them returned to Board of County Commissioners", Tippy, commented further, Repay confirmed the vote of the motion is 3-0. Motion carried.

Tippy made a motion, seconded by Allen, to allow the seeking of the open market to Highway Department for categories with no bids. Motion carried.

Order #55 Agenda #12

In the Matter of L C Highway – Local Roads and Bridges Matching Grant Agreement between the Indian Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department in an amount up to \$696,746.59.

Allen made a motion, seconded by Tippy, to approve the Local Roads and Bridges Matching Grant Agreement between the Indian Department of Transportation and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department in an amount up to \$696,746.59. Motion carried.
(SEE FILE "CONTRACTS" & INDIANA GATEWAY ONLINE FOR AGREEMENT)

Order #56 Agenda #13

In the Matter of L C Highway – Request for selection of a consulting engineering firm to provide engineering services for the 2018-2021 Lake County Bridge Inspection and Inventory Program.

Allen made a motion, seconded by Tippy with discussion, to approve the selection of Lochmueller Group as the consulting engineering firm to provide engineering services for the 2018-2021 Lake County Bridge Inspection and Inventory Program for the Lake County Highway Department. Highway Engineer present for discussion. Motion carried.

Order #57 Agenda #14 A, B, C

In the Matter of L C Highway – Change Order number 5, 6, and 7 for Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River as follows: A. Change Order #5 – Hand dig holes for guardrail installation \$5,000.84; B. Change Order #6 – Excavation common removal of HMA shoulder for guardrail \$3,640.31; C. Change Order #7 – Environmental related clean steel bridge lead base paint disposal \$22,500.00.

Allen made a motion, seconded by Tippy, to approve L C Highway – Change Order number 5, 6, and 7 for Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River Item A, B, & C, the total of the Change Orders is \$31,141.15. Motion carried.

- A. Change Order #5 – Hand dig holes for guardrail installation \$5,000.84 (increase)

- B. Change Order #6 – Excavation common removal of HMA shoulder for guardrail \$3,640.31 (increase)
- C. Change Order #7 – Environmental related clean steel bridge lead base paint disposal \$22,500.00 (increase)

Order #58 Agenda #15

In the Matter of L C Highway – LPA – Consulting Contract between ESI Consultants of Indiana, Ltd. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for design engineering for the replacement of Lake County Bridge #6, Ridge Line Road (Clay Street) over Stony Run Ditch in an amount not to exceed \$198,496.34.

Allen made a motion, seconded by Tippy, to approve the LPA – Consulting Contract between ESI Consultants of Indiana, Ltd. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for design engineering for the replacement of Lake County Bridge #6, Ridge Line Road (Clay Street) over Stony Run Ditch in an amount not to exceed \$198,496.34. Motion carried.
(SEE FILE "CONTRACTS" & INDIANA GATEWAY ONLINE FOR AGREEMENT)

Order #59 Agenda #16

In the Matter of L C Highway – Certified Public Accountant Agreement between Terrence J. Bronowski and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the year 2018 in an amount not to exceed \$17,000.00 payable at the rate of \$40.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Certified Public Accountant Agreement between Terrence J. Bronowski and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the year 2018 in an amount not to exceed \$17,000.00 payable at the rate of \$40.00 per hour. Motion carried.

Order #60 Agenda #17

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 #411, Blaine Street over Beaver Dam Ditch.

Allen made a motion, seconded by Tippy, to accept the recommendation of the Highway Engineer and select Northwest Engineering as the consulting engineering firm to provide construction-engineering services for the Replacement of Lake County Bridge #411, Blaine Street over Beaver Dam Ditch. Motion carried.

Order #61 Agenda #18

In the Matter of L C Highway – SPECIFICATIONS: Replacement of Lake County Bridge #411, Blaine Street over Beaver Dam Ditch to be advertised. Bids to be returned Wednesday, December 20, 2017 no later than 9:30 A.M. in the Lake County Auditor's Office.

Allen made a motion, seconded by Tippy, to approve the advertising of Specifications for the Replacement of Lake County Bridge #411, Blaine over Beaver Dam Ditch for Lake County Highway Department, bids to be returned by Wednesday, December 20, 2017 no later than 9:30 A.M. to the Lake County Auditor's Office. Motion carried.

Order #62 Agenda #19

In the Matter of L C Highway – Amendment No. 5 to the Agreement entered into between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for professional engineering and surveying services to improve 45th Avenue from west of Colfax Street to east of Grant Street in an amount not to exceed \$18,450.00.

Allen made a motion, seconded by Tippy with discussion, to approve Amendment No. 5 to the Agreement entered into between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for professional engineering and surveying services to improve 45th Avenue from west of Colfax Street to east of Grant Street in an amount not to exceed \$18,450.00, discussion, Commissioner Tippy, with question, asking if this is another phase or additional scope, answer is additional scope. Motion carried.

Order #63 Agenda #20

In the Matter of L C Highway – LGS Plumbing, Inc. Change Order #2 for the 41st Avenue Calumet Township Drainage Project in an amount not to exceed \$1,980.00.

Allen made a motion, seconded by Tippy, to approve the LGS Plumbing, Inc. Change Order #2 for the 41st Avenue Calumet Township Drainage Project in an amount not to exceed \$1,980.00 on behalf of Lake County Highway Department with review by Highway Department and Christopher B. Burke. Motion carried.

Order #64 Agenda #21

In the Matter of L C Highway – Road-Cut Permit for Ziese and Sons Excavating, Inc. for cut into west 154th Avenue (Cross street: Clinton St.) to make a trap into Lake Dalecarlia sewer for the construction of a residence at 5610 West 154th Avenue.

Allen made a motion, seconded by Tippy, to approve L C Highway – Road-Cut Permit for Ziese and Sons Excavating, Inc. for cut into west 154th Avenue (Cross street: Clinton St.) to make a trap into Lake Dalecarlia sewer for the construction of a residence at 5610 West 154th Avenue. Motion carried.
Cont'd.

Order #64 Agenda #21 cont'd

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 10/24/2017

Applicant: Ziese & Sons Excavating, Inc.
6929 W. 109th Avenue
Crown Point, IN 46307

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

Cut into West 154th Ave (Cross street: Clinton St.) to make a tap into Lake Dalecarlia sewer
for the new construction of a residence at 5610 West 154th Ave.

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by: [Signature] 10/24/17

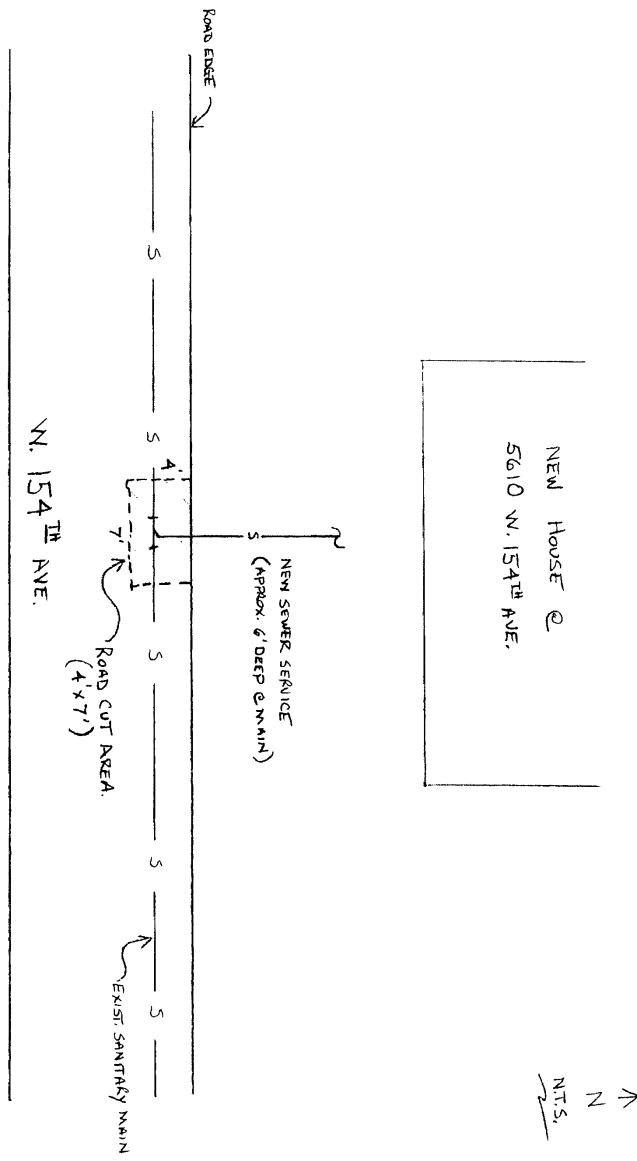
Lake County Highway Department

Approved by: [Signature] NOV 15 2017
[Signature]
Lake County Board of Commissioners

- Proposed Road Cut Sketch -

ZIESSE

10-25-17



Order #64 Agenda #22

In the Matter of L C Highway – Road-Cut Permit for Dewes Excavating, Inc. for 765 South Lakeview Drive.

Allen made a motion, seconded by Tippy, to approve Road-Cut Permit for Dewes Excavating, Inc. for 765 South Lakeview Drive on behalf of L C Highway Department. Motion carried.

Oct -24 ,2017 15:13 HP FaxDewes Excavating 2196966778

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From: Dewes Excavating, Inc

09/26/2017 14:55 #521 P.001

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 9/27/17

Applicant: Dean Dewes
Dewes Excavating, Inc
P.O. Box 3
Lowell, IN 46356

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

See Attached

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by: [Signature] 10.2.17

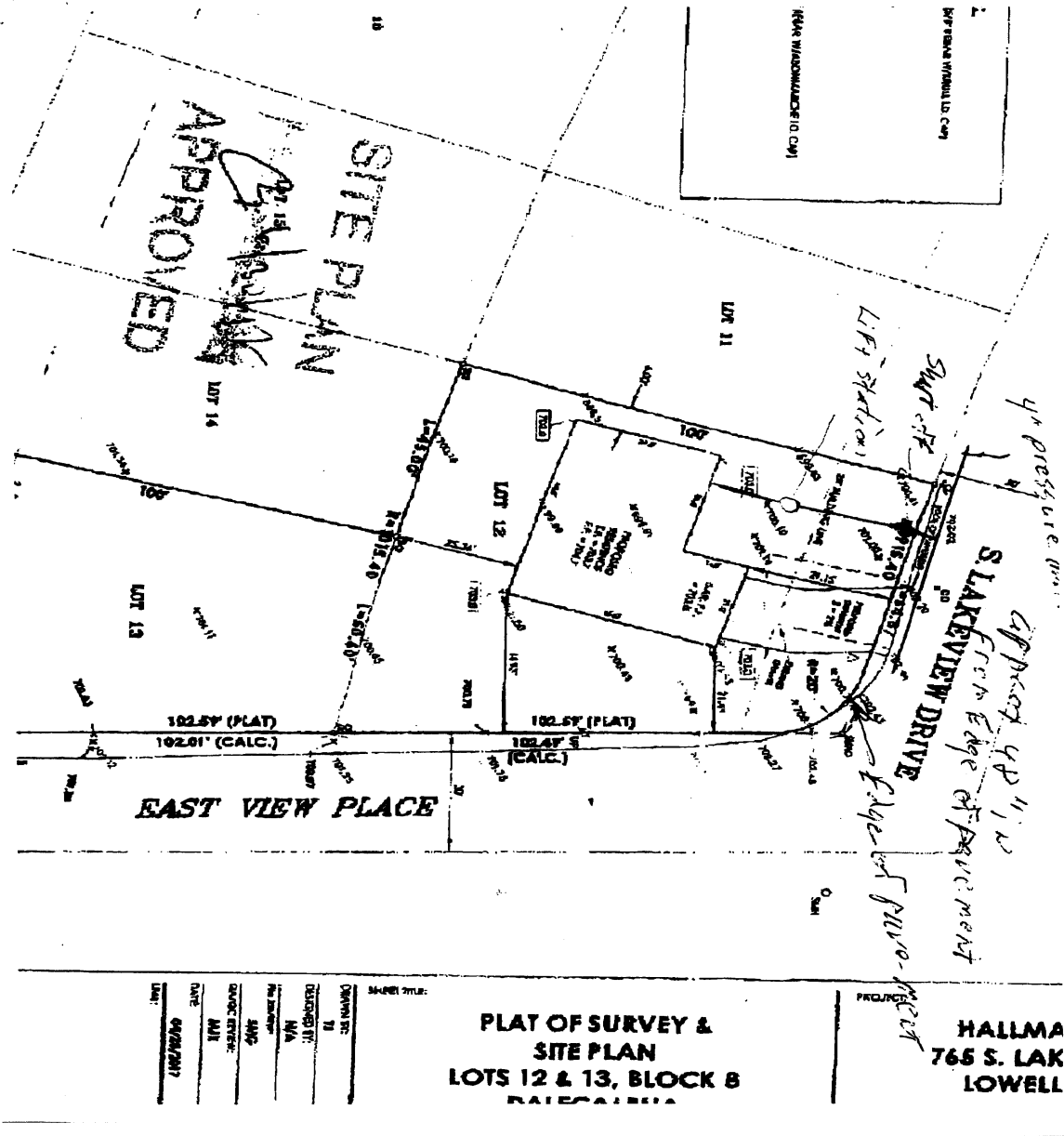
Lake County Highway Department

Approved by: [Signature] NOV 15 2017

Lake County Board of Commissioners

Oct -24 ,2017 15:13 HP FaxDewes Excavating 2196966778

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Order #65 Agenda #23

In the Matter of L C Highway – County Utility Agreement for Golfview Subdivision Property Owners Association.

Allen made a motion, seconded by Tippy, to approve the County Utility Agreement between the Board of Commissioners of the County of Lake and the Golfview Subdivision Property Owners Association as recommended by the Highway Department

for New 3Inch HDPE D-11 force mains, flushing connections, air release valve, Bail valves, and accessories necessary for complete installation of the project, Located at Alexander Street, Cedar Lake Indiana. Motion carried.

COUNTY UTILITY AGREEMENT

The Board of Commissioners of Lake County, hereinafter referred to as the Board, and Golfview Subdivision Property Owners Association (POA)

hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of New 3" HDPE DR-11 force mains; flushing connections, air release vales, ball vales, and accessories necessary for complete installation of the project located at Golfview Subdivision, Alexander St. Cedar Lake, In 46303 Latitude 41 24' 33.05" N - Longitude 87 27' 46.32 W. 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 with 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 reasonably 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 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.

Signature of Applicant: Rudolph J. Notch
Applicant or Authorized Representative
Date of Signature: 11/2/17

BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA
NOV 15 2017
Member

Recommended for Approval by:
Lake County Highway Department
Signature: [Signature] 11/3/2017
Lake County Highway Department

Member
Member

ATTEST: John E. Helms
Lake County Auditor OG

* Authorized Representative for Golfview Subdivision Property Owners Association (POA)

Order #66 Agenda #24

In the Matter of L C Highway – Road Cut Permit for Golfview Subdivision Property Owners Association.

Allen made a motion, seconded by Tippy, to approve the Road Cut Permit for Golfview Subdivision Property Owners Association. Motion carried.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 11/2/17

Applicant: Golfview Subdivision Property Owner's Association
 (Authorized Representative - Commonwealth Engineers)
Alexander St.
Cedar Lake, IN 46303

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

install new 3" HDPE DR-11 force mains; flushing connections, air release valves, ball valves, and accessories
necessary for complete installation of the project. Road cuts will be repaired and overlay of entire road surface will be
installed per Lake County Highway Department Standards.

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by: [Signature] 11/3/2017

Lake County Highway Department

Approved by: [Signature] NOV 15 2017
[Signature]
 Lake County Board of Commissioners

Order #67 Agenda #25

In the Matter of L C Highway – Offer from Tri-Electronics, Inc. to extend their 2017 telephone maintenance and GPS software maintenance through the year 2018 at the same rates.

Allen made a motion, seconded by Tippy, to approve the offer to extend from Tri-Electronics, Inc. extending their 2017 telephone maintenance and GPS Software maintenance rates through the year 2018 for Highway Department. Motion carried.



November 8, 2017

Steve, this letter is to verify that the maintenance contract between Lake County Highway and Tri-electronics for both the GPS equipment maintenance and the Telephone maintenance will remain the same for the calendar year 2018.

The current charges are:

\$1005.00 per quarter for the GPS contract

\$189.00 per quarter for telephone for Lowell

\$435 per quarter for telephone for Crown Point

Thank you

[Signature]

Dan Cairn/VP Enterprise Sales

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

APPROVED THIS 15 DAY OF November 2017

VOICE
VIDEO
DATA
WIRED &
WIRELESS

Order #68 Agenda #79

In the Matter of BIDS: Board of Commissioners of the County of Lake – Park Rehabilitation Projects for A. King Court and B. Ralston Street.

This being the day, time and place for the receiving of bids for Park Rehabilitation Projects for King Court and Ralston Street for the Board of Commissioners of the County of Lake, the following bids were received:

Precision Builders, Inc.	\$595,000.00
Gariup Construction	\$847,500.00

Agenda #83

In the Matter of BIDS: Board of Commissioners of the County of Lake – Electrical – Improvements and Renovations for VoIP at the Hammond Courthouse.

This being the day, time and place for the receiving of bids for Electrical – Improvements and Renovations for VoIP at the Hammond Courthouse for the Board of Commissioners of the County of Lake, the following bids were received:

	<u>HAMMOND - ELECTRICAL</u>	<u>LED LIGHTING PROJECT</u>
Emcor Hyre Electric	\$209,900.00	
Midwestern Electric	\$165,188.00	\$ 870,686.00
Sweney Electric Co.	\$180,000.00	\$1,187,000.00

*Bob Rehder present/spoke

Agenda #81

In the Matter of BIDS: Board of Commissioners of the County of Lake – HVAC – Replacement of Rooftops Units on the Jail Addition at the Lake County Government Center.

This being the day, time and place for the receiving of bids for HVAC – Replacement of Rooftops Units on the Jail Addition at the Lake County Government Center for the Board of Commissioners of the County of Lake, the following bids were received:

Mechanical Concepts, Inc.	\$1,248,863.00
Circle "R" Mechanical, Inc.	\$1,259,000.00

Agenda #82

In the Matter of BIDS: Board of Commissioners of the County of Lake – LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at various Lake County Government Facilities.

This being the day, time and place for the receiving of bids for LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at various Lake County Government Facilities for the Board of Commissioners of the County of Lake, the following bids were received:

*possibly grouped with electrical bids opened and tabulations read aloud in Agenda Item #83

Agenda #80

In the Matter of PROPOSALS: Board of Commissioners of the County of Lake – Health and Grooming Supplies, Janitorial Supplies, Kitchen Supplies, Laundry Supplies, Lighting Supplies, Maintenance Supplies and Paper Products for the Lake County Engineer, Jail and Juvenile Center for the year 2018.

This being the day, time and place for the receiving of proposals for Health and Grooming Supplies, Janitorial Supplies, Kitchen Supplies, Laundry Supplies, Lighting Supplies, Maintenance Supplies and Paper Products for the Lake County Engineer, Jail and Juvenile Center for the year 2018 for the Board of Commissioners of the County of Lake, the following proposals were received:

Class 1 – Health and Grooming Supplies

1. Cal-Region Supply
P.O. Box 802
East Chicago, IN 46312 \$21,916.00
2. Able Paper & Janitorial Supplies, Inc.
8200 Utah Street
Merrillville, IN 46410 \$19,712.00

Class 2 – Janitorial Supplies

1. Cal-Region Supply
P.O. Box 802
East Chicago, IN 46312 \$50,620.00
2. Able Paper & Janitorial Supplies, Inc.
8201 Utah Street
Merrillville, IN 46410 \$67,797.00

Class 3 – Kitchen Supplies

1. Cal-Region Supply
P.O. Box 802
East Chicago, IN 46312 \$94,865.00
2. Able Paper & Janitorial Supplies, Inc.
8202 Utah Street
Merrillville, IN 46410 \$23,021.50

Class 4 – Laundry Supplies

1. Able Paper & Janitorial Supplies, Inc.
8203 Utah Street
Merrillville, IN 46410 \$43,000.00

Agenda #80 cont'd

Class 5 – Lighting Supplies

1. North Coast Lighting, LLC
5500 E. 81ST Avenue
Merrillville, IN 46410 \$49,946.00

Class 6 – Maintenance Supplies

NO BIDS

Class 7 – Paper Products

1. Able Paper & Janitorial Supplies, Inc.
8204 Utah Street
Merrillville, IN 46410 \$95,860.40

In the Matter of BIDS: L C Data Processing – IBM Compatible Personal Computers for the year 2018.

This being the day, time and place for the receiving of bids for IBM Compatible Personal Computers for the year 2018 for Lake County Data Processing Department, the following bids were received:

ESI Electronic Strategies, Inc.	\$ 4,041.68
Bucher Tech	\$ 9,566.10
Chester Inc. IT	\$10,615.00
Think Thank	\$10,179.48

In the Matter of BIDS: L C Juvenile Center – Food, Bread & Dairy Products for the period of January 1, 2018 to June 30, 2018.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period of January 1, 2018 to June 30, 2018 for the Lake County Juvenile Center, the following bids were received:

FOOD US Foods	\$69,080.27
DAIRY Clover Crest Dairy	\$ 3,212.35

Allen made a motion, seconded by Tippy, to request to make sure that all of the bids follow the responsible bid ordinance and take above-mentioned bids under advisement pending review. Motion carried.

Order #69 Agenda #26, 27 A-E, & 28

In the Matter of BIDS: L C Sheriff – Food, Bread & Dairy Products for the period of January 1, 2018 to June 30, 2018.

This being the day, time and place for the receiving of bids for Food, Bread & Dairy Products for the period of January 1, 2018 to June 30, 2018 for the Lake County Sheriff, the following proposals were received:

FOOD	Shop Rite Foods	\$590,339.56
BREAD	Five Gs Distributing	\$ 84,474.00
DAIRY	Clover Crest Dairy	\$ 4,314.70

In the Matter of PROPOSALS: L C Sheriff – A. Correctional Officers Uniforms; B. Garage & Motor Supplies; C. Officers Uniforms; D. Oil and Lubricants; E. Tires and Tubes.

This being the day, time and place for the receiving of proposals for A. Correctional Officers Uniforms for the Lake County Sheriff, the following proposals were received:

Star Uniform	\$709.00
Sklarewitz Uniform	\$693.40

This being the day, time and place for the receiving of proposals for B. Garage & Motor Supplies for the Lake County Sheriff, the following proposals were received:

O'Reilly Auto Parts	\$138,441.13
Van Senus Auto Parts	\$ 92,559.59
NWI	\$ 91,297.21

This being the day, time and place for the receiving of proposals for C. Officers Uniforms for the Lake County Sheriff, the following proposals were received:

Star Uniform	\$2,412.00
Sklarewitz Uniform	\$1,920.45

This being the day, time and place for the receiving of proposals for D. Oil and Lubricants for the Lake County Sheriff, the following proposals were received:

Superior Petroleum Products	REJECTED
Al Warren Oil	\$12,053.95
Pinkerton Fuels & Lubricants	\$11,139.88

Allen made a motion, seconded by Tippy, to reject bid for Item #27D Oil and Lubricants for Lake County Sheriff – Superior Petroleum Products, recommended by Commissioners Attorney for lack of signature where required. Motion carried.

This being the day, time and place for the receiving of proposals for E. Tires and Tubes for the Lake County Sheriff, the following proposals were received:

T&M Tire Service, Inc.	\$158,698.28
Tredroc Tire Service	\$171,783.10

Order #69 Agenda #26, 27 A-E, & 28 cont'd

In the Matter of BIDS: L C Sheriff – Gasoline for the year 2018.

This being the day, time and place for the receiving of bids for Gasoline for the year 2018 for the Lake County Sheriff the following bids were received:

Al Warren Oil	\$667,620.00
Co-Alliance LLP	\$ 14,490.00 +RackPrice
Superior Petroleum Products, Inc.	\$683,430.00
Petroleum Traders Corporation	\$707,250.00

Tippy made a motion, seconded by Allen, to take the above mentioned bids for the Lake County Sheriff’s Department in Items #26, 27 A-E & 28 under advisement for further tabulation and recommendation. Motion carried.

Tippy made a motion, seconded by Allen, to take the bids mentioned for Health and Grooming Supplies, Janitorial Supplies, Kitchen Supplies, Laundry Supplies, Lighting Supplies, Maintenance Supplies and Paper Products for the Lake County Engineer, Jail and Juvenile Center for the year 2018 under advisement. Motion carried.

Allen made a motion, seconded by Tippy, to approve the seeking of the open market for Class 6 – Maintenance Supplies having received no bids. Motion carried.

Order #70 Agenda #112

In the Matter of Commentary – Members of the Board of Commissioners.

The Board of Commissioners of the County of Lake, wished everyone Happy Thanksgiving.

The next Board of Commissioners meeting will be a Special Meeting held December 13, 2017 at 11:00 A.M.

The next Board of Commissioners Regular Meeting will be held on Wednesday, December 20, 2017 at 10:00 A.M.

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

The following officials were Present:
Attorney Dull

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR