

The Board met in due form with the following members present: Gerry Scheub, Michael Repay, and Kyle Allen, Sr. 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 19<sup>th</sup> day of December, 2016 at about 11:16 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19<sup>th</sup> day of December, 2016 at about 11:16 a.m.

Order #1 Agenda #5A

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

Allen made a motion, seconded by Repay, 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.

Repay made a motion, seconded by Allen, to approve the Additions - Item #7D – Proclamation Marking December 11, 2016 As The 200<sup>th</sup> Anniversary of the Admission of Indiana as the 19<sup>th</sup> State to Enter The Union; Item #7E – Lake County Treasurer's Tax Status Certification Findings with regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting to be made a matter of public record; Item #7F – Indiana Secretary of State, Corporations Division Findings with regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting to be made a matter of public record; Item #7G – Federal Government System for Award Management (SAM) Debarment Findings with regard to vendors who submitted bids at the November 16, 2016 Commissioners Meeting to be made a matter of public record; Item #112 – Letter of Recommendation to Correctional Health Indiana, Inc. ("CHI") & Agreement between Correctional Health Indiana, Incorporated and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2017 to December 31, 2019 in an amount not to exceed \$4,450,828.00 for 2017, in an amount not to exceed \$4,584,352.00 for 2018 and in an amount not to exceed \$4,721,883.00 for 2019; Item #142A – Legal Notice – Sale of Commissioner Owned Tax Sale Certificates; Item #143B – Great Midwest Insurance Company Agreement for the year 2017; Item #143C – Agreement between Helios Consulting, LLC and the Board of Commissioners of the County of Lake for Legislative Consulting Services for the year 2017 in an amount not to exceed \$48,000.00 payable at the rate of \$4,000.00 per month; Item #143D – Lake County Guide to Calling 9-1-1 to be made a matter of public record; Item #143E – Letter from JMK Catering, Inc. electing to terminate the Cafeteria Rental Agreement effective January 31, 2017 to be made a matter of public record; Item #143F – Pre Qualification from E.C. Babilla, Inc. to be made a matter of public record; Corrections – none; Deletions – Number 64; Number 82, and ordered same to approve Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record. Motion carried.

Order #3 Consent Agenda

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

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

Order #3 Consent Agenda #6A-a

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Carb-Rite Company; Jupiter Aluminum Corporation; Cokenergy LLC; ArcelorMittal Plate, LLC; IKORCC; Blaine Street Partners, LLC; T&B Tube Company; Jupiter Aluminum Corporation; Taco Bell, Winfield, IN; US Steel Gary Works; Providence Homes at Regency, Inc.; United States Gypsum Company; Lake Dalecarlia Regional Waste District; US Steel-GaryWorks; Carmeuse Lime, Inc.; ArcelorMittal USA, LLC; Stonegate Commons Subdivision-Road H, Winfield, IN; Carmeuse Lime, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the INDOT: Indiana Department of Transportation (Go paperless initiative; INDOT locations; Sub District Locations). Motion carried.

Order #3 Consent Agenda #6A-c

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

Repay made a motion, seconded by Allen, to make a matter of public record the Certificates of Liability Insurance Notices (Clover Signs LLC; Angotti Landscaping; Cummins Inc.; Mark 1 Construction LLC). Motion carried.

Order #3 Consent Agenda #6A-d

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

Repay made a motion, seconded by Allen, to make a matter of public record the Continuation Certificate Notices (Winston Builders; Pro-Fab Sheet Metal of Indiana; Door Tech Industries, Inc.; Centers for Pain Control, Inc.; Gariup Construction Co, Inc.; Order #3 Consent Agenda #6A-d cont'd

Valley Insulating; Valley Insulators; Temko Installations, Inc.; Asplundh Tree Expert Co.; Apex Electric and Sign, Inc.). Motion carried.

Order #3 Consent Agenda #6A-e

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

Repay made a motion, seconded by Allen, to make a matter of public record the Reinstatement Notices (David Oszust; State Line Fire Systems, Inc.; A Plus Construction & Plumbing; Dale Olthoff Olthoff Inc.). Motion carried.

Order #3 Consent Agenda #6A-f

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

Repay made a motion, seconded by Allen, to make a matter of public record the Cancellation Notices (Denney Excavating, Inc.; American Painting; Access Tree Service LLC; P&M/ Mercury Mechanical Corporation; Wangs Construction, LLC; State Line Fire Systems, Inc.; A Plus Construction & Plumbing; Regional Construction Services Inc.; Chicagoland Electrical; Neon Express Sign & Graphics LTD; Alert Fire Protection LLC; Landmark Sign Group; Mr. Davids Flooring International, Ltd.; Harrison Contracting Co., Inc.; Anchor Construction, LLC; Actin, Inc.; Coatings Application & Waterproofing Co.; Dale Olthoff Olthoff Inc.; Allied Asphalt; Myers Roofing and Restoration LLC). Motion carried.

Order #3 Consent Agenda #6B

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

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

ROGERS APPRAISALS CONSULTANTS, INC.  
DENIS CRANE  
ADVANTAGE FROD LINCOLN, INC  
SOUTH SHORE SLAG  
ESI CONSULTANTS OF INDIANA LTD  
STATE OF INDIANA OFFICE OF TECHNOLOGY  
TRAFFIC MANAGEMENT COMPANY, INC  
EDCO ENVIRONMENTAL SERVICES, INC  
SHARP SCHOOL SERVICES  
NANCY KONOPASEK  
DILLTERRA, LLC  
GLOBAL MANAGEMENT AMUSEMENT PROFESSIONALS  
SHALER, INC  
SHOUTH SHORE APPRAISERS  
BENCO DENTAL SUPPLY, CO.  
IBEW LOCAL 21  
VYTO'S PHARMACY

Order #3 Consent Agenda #6C

In the Matter of Lake County Treasurer's Report for the month of November, 2016.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of November 2016. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Allen, to accept the above Treasurer's Report of November 2016 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 10/16/-11/15/16.

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 10/16-11/15/16. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Allen, to accept the above Weights and Measures Report of October 16, 2016 – November 15, 2016 as submitted. Motion carried.

Order #3 Consent Agenda #6E

In the Matter of Weights and Measures Report for the period of 11/16/-12/15/16.

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 11/16-12/15/16. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Allen, to accept the above Weights and Measures Report of November 16, 2016 – December 15, 2016 as submitted. Motion carried.

Order #4 Agenda #7A

In the Matter of Resolutions: Honoring Paul Fuller.

Comes now, the Board of Commissioners of the County of Lake, to present a Resolution Honoring – Paul Fuller, Volunteer Fire Fighter, present, Resolution read aloud by Commissioner Scheub, Repay made a motion, seconded by Allen, to approve. Motion carried.



Order #5 Agenda #7B

In the Matter of Resolutions: Honoring Rudolph Clay.

Comes now, the Board of Commissioners of the County of Lake, to present a Resolution Honoring – Rudolph Clay, Resolution read aloud by Commissioners Allen, Sr. and presented to his widow Mrs. Clay and Son, Rudolph Clay, Jr., Repay made a motion, seconded by Allen, to approve. Motion carried.

**RESOLUTION  
NAMING THE COMMISSIONER'S COURTROOM  
AFTER RUDOLPH "RUDY" CLAY**

WHEREAS, Rudolph "Rudy" Clay was born July 16, 1935 in Hillsboro, Alabama and moved to Gary, Indiana after his mother died during his birth;

WHEREAS, Rudolph "Rudy" Clay attended the Gary Public Schools, graduated from Roosevelt High School in 1953, attended Indiana University Bloomington in 1956 on an athletic scholarship, and later continued his studies at Indiana University Northwest;

WHEREAS, Rudolph "Rudy" Clay was elected to the Indiana Senate in 1972 and represented the State Senate District 3 in Lake County from 1973-1976 where he was an advocate for civil rights and equal justice for all;

WHEREAS, Rudolph "Rudy" Clay served as County Councilman from 1979-1984, Lake County Recorder from 1985-1986, and Lake County Commissioner from 1987-20016;

WHEREAS, Rudolph "Rudy" Clay served in an elective capacity for Lake County government for 27 1/2 years which is one of the longest tenures of consecutive service by any one person in the history of Lake County government;

WHEREAS, During the majority of his government services in the Crown Point Government Center, Rudolph "Rudy" Clay took official action in the deliberative area commonly known as the Commissioners Courtroom;

NOW THEREFORE BE IT RESOLVED that the Lake County Board of Commissioners hereby designates the Commissioners Courtroom on the 3<sup>rd</sup> Floor of Building A of the Crown Point Government Center as the Rudolph "Rudy" Clay Commissioner and County Council Public Meeting Area.

So Resolved, Passed and Approved this 21<sup>st</sup> day of December, 2016 by the Lake County Board of Commissioners, Lake County, Indiana.

LAKE COUNTY BOARD OF COMMISSIONERS

*Kyle W. Allen, Sr.*  
KYLE W. ALLEN, SR.

*Gerry J. Scheub*  
GERRY J. SCHEUB

*Michael Repay*  
MICHAEL REPAY



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Order #5 Agenda #7B

In the Matter of Resolutions: Honoring Rudolph Clay.

Comes now, the Board of Commissioners of the County of Lake, to present a Resolution Honoring – Rudolph Clay, Resolution read aloud by Commissioners Allen, Sr. and presented to his widow Mrs. Clay and Son, Rudolph Clay, Jr., Repay made a motion, seconded by Allen, to approve. Motion carried, 3-0.

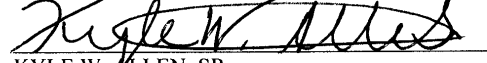
**RESOLUTION 16-21  
NAMING THE COMMISSIONER'S COURTROOM  
AFTER RUDOLPH "RUDY" CLAY**

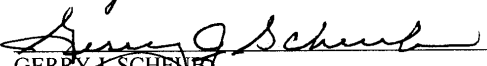
- WHEREAS, Rudolph "Rudy" Clay was born July 16, 1935 in Hillsboro, Alabama and moved to Gary, Indiana after his mother died during his birth;
- WHEREAS, Rudolph "Rudy" Clay attended the Gary Public Schools, graduated from Roosevelt High School in 1955, attended Indiana University Bloomington in 1956 on an athletic scholarship, and later continued his studies at Indiana University Northwest;
- WHEREAS, Rudolph "Rudy" Clay was elected to the Indiana Senate in 1972 and represented the State Senate District 3 in Lake County from 1973-1976 where he was an advocate for civil rights and equal justice for all;
- WHEREAS, Rudolph "Rudy" Clay served as County Councilman from 1979 - 1984, Lake County Recorder from 1985 - 1986, and Lake County Commissioner from 1987 - 2006;
- WHEREAS, Rudolph "Rudy" Clay served in an elective capacity for Lake County government for 27 1/2 years which is one of the longest tenures of consecutive service by any one person in the history of Lake County government;
- WHEREAS, During the majority of his government service in the Crown Point Government Center, Rudolph "Rudy" Clay took official action in the deliberative area commonly known as the Commissioners Courtroom;


NOW THEREFORE BE IT RESOLVED that the Lake County Board of Commissioners hereby designates the Commissioners Courtroom on the 3<sup>rd</sup> Floor of Building A of the Crown Point Government Center as the Rudolph "Rudy" Clay Commissioner and County Council Public Meeting Area.

So Resolved, Passed and Approved this 21<sup>st</sup> the day of December, 2016 by the Lake County Board of Commissioners, Lake County, Indiana.

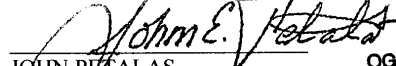
LAKE COUNTY BOARD OF COMMISSIONERS

  
KYLE W. ALLEN, SR.

  
GERRY J. SCHENCK

  
MICHAEL REPAY

ATTEST:

  
JOHN PITALAS, OG  
LAKE COUNTY AUDITOR

## Order #6 ADD Agenda #7D

In the Matter of Resolutions: Proclamation Marking December 11, 2016 as the 200<sup>th</sup> Anniversary of the Admission of Indiana as the 19<sup>th</sup> State to Enter the Union.

Repay made a motion, seconded by Allen, to make a matter of public record the Board of Commissioners Resolution No. 16-23, Proclamation Marking December 11, 2016 as the 200<sup>th</sup> Anniversary of the Admission of Indiana, as the 19<sup>th</sup> State to Enter the Union. Motion carried.

### PROCLAMATION

WHEREAS, Sunday, December 11, 2016 marks the 200<sup>th</sup> anniversary of the day President James Madison signed the act admitting Indiana as the 19<sup>th</sup> state of the Union; and

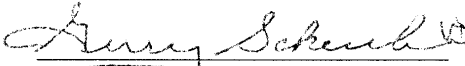
WHEREAS, on the occasion of Indiana's 200<sup>th</sup> birthday, we honor the culmination of the Bicentennial year in Indiana – a year of celebrating history, nature, and community and igniting the future for generations to follow; and

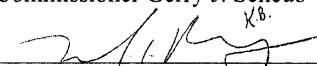
WHEREAS, we take this opportunity today to recognize the many community leaders and volunteers who played vital roles in creating the legacies of this year that we will long treasure and the stories that will be told for years to come; and

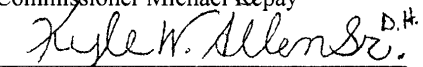
WHEREAS, one year ago we celebrated the promise of the Bicentennial year for residents and visitors, today we pause to remember the Hoosier values and pride we saw on display, and make a promise to continue in the spirit of the Bicentennial and create a brighter future for our children; and


THEREFORE, be it resolved that the Board of Commissioners of the County of Lake does hereby proclaim December 11<sup>th</sup>, 2016 as Indiana Statehood Day and Bicentennial in the County of Lake, State of Indiana.

APPROVED THIS 21<sup>ST</sup> DAY OF DECEMBER, 2016.

  
 Commissioner Gerry J. Scheub

  
 Commissioner Michael Repay

  
 Commissioner Kyle W. Allen, Sr.

Attest:   
 John Petalas, Auditor

## Order #7 Agenda #7C

In the Matter of Resolutions: Commissioners meeting Dates for 2017.

Repay made a motion, seconded by Allen, to approve and make a matter of public record the Meetings Dates of the Commissioners Meetings for 2017 as follows. Motion carried.

**THE SPECIFIC MEETING DATES ESTABLISHED BY THE BOARD OF COMMISSIONERS OF THE CALENDAR YEAR 2017 ARE AS FOLLOWS:**

Wednesday, January 18, 2017	Wednesday, July 19, 2017
Wednesday, February 15, 2017	Wednesday, August 16, 2017
Wednesday, March 15, 2017	Wednesday, September 20, 2017
Wednesday, April 19, 2017	Wednesday, October 18, 2017
Wednesday, May 17, 2017	Wednesday, November 15, 2017
Wednesday, June 21, 2017	Wednesday, December 20, 2017

## Order #8 Agenda #144

In the Matter of Resolutions: Board of Commissioners Resolution No. 16-28 – Resolution Honoring The Elected Service of Gerry Scheub.

Comes now, Commissioner Repay, read aloud, Board of Commissioners Resolution, Resolution No. 16-28, Resolution Honoring The Elected Service of Gerry Scheub, Lake County Commissioner, Board President, Commissioner Scheub, present with family to applaud his Honor, Repay made a motion, seconded by Allen, to approve. Commissioner Scheub, spoke, introduced family present and thanked everyone. Motion carried.

**RESOLUTION 16-28  
HONORING THE ELECTED SERVICE  
OF GERRY SCHEUB**

**WHEREAS**, Gerry Scheub served in an elected capacity in Lake County, Indiana for 40 years;

**WHEREAS**, Gerry Scheub is one of the longest serving elected officials at the township and county level in Lake County, Indiana history;

**WHEREAS**, Gerry Scheub served the interests of the most rapidly growing area of Lake County, Indiana during his entire tenure of 40 years;

**WHEREAS**, Gerry Scheub's mode of operation as an elected official was to take all inquiries, to speak with any citizen of Lake County regardless of whose district they were in, and to conduct onsite visits with constituents which he considered absolutely necessary to his understanding the nature of a problem;

**WHEREAS**, Gerry Scheub was able to bring together citizens and elected officials with divergent interests within Lake County to address common problems and seek solutions;


**WHEREAS**, Gerry Scheub prided himself as a "Commissioner for the People".

**NOW THEREFORE BE IT RESOLVED** that the Lake County Board of Commissioners hereby honors Gerry Scheub for his tenured service to the citizens of Lake County, Indiana and especially the citizens in South Lake County during his 40 years of service in his capacities as St. John Trustee and as Lake County Commissioner.

So Resolved, Passed and Approved this 21st day of December, 2016 by the Lake County Board of Commissioners, Lake County, Indiana.

LAKE COUNTY BOARD OF COMMISSIONERS

  
MICHAEL REPAY

  
KYLE W. ALLEN, SR.

ATTEST:

  
JOHN PETALAS,  
LAKE COUNTY AUDITOR

## Order #9 ADD Agenda #7E

In the Matter of Public Record of Lake County Treasurer's Tax Status Certification Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting.

Repay made a motion, seconded by Allen, to approve and make a matter of public record the Lake County Treasurer's Tax Status Certification Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting. Motion carried.

## Order #9 ADD Agenda #7F

In the Matter of Public Record of Indiana Secretary of State, Corporation Division Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting.

Repay made a motion, seconded by Allen, to approve and make a matter of public record the Indiana Secretary of State, Corporation Division Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting. Motion carried.

## Order #9 ADD Agenda #7G

In the Matter of Public Record of Federal Government System for Award Management (SAM) Debarment Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting.



Repay made a motion, seconded by Allen, to approve and make a matter of public record the Federal Government System for Award Management (SAM) Debarment Findings with Regard to Vendors who submitted bids at the November 16, 2016 Commissioners Meeting. Motion carried.

Order #10 Agenda #8 A-P

In the Matter of Contract Award for Bids under advisement for the year 2017 for Annual Bids for L C Highway. Letter of Recommendation.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award the following categories for the Annual Highway Bids for the year 2017, all bids recommended having been the low and/or sole bid, upon a motion made by Repay, seconded by Allen, to approve and accept the bids as recommended in Items #8A-P. Motion carried.

Order #10 Agenda #8 A-B

In the Matter of BIDS: L C Highway Contract for Aggregate (Limestone) Delivered/Picked Up for the year 2017.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent for bids for Aggregate (Limestone) both Delivered and Picked Up for the year 2017 to remain in "pending" status, as so indicated on the Agenda, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8C

In the Matter of BIDS: L C Highway Contract for Back-Fill Material "B" Borrow Delivered for the year 2017 to South Shore Slag \$10,950.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **South Shore Slag**, 3411 Sheffield Ave, Hammond, IN, with \$10,950.00 at \$10.50/Ton, being the sole bidder for Back-Fill Material "B" Borrow Delivered for the year 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8D

In the Matter of BIDS: L C Highway Contract for Back-Fill Material "B" Borrow Picked Up for the year 2017 to South Shore Slag \$1,950.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **South Shore Slag**, 3411 Sheffield Ave, Hammond, IN, with \$1,950.00 at \$1.95/Ton, being the sole bidder for Back-Fill Material "B" Borrow Picked Up for the year 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8E

In the Matter of BIDS: L C Highway Contract for Beet Heet or approved equal Deicing Chemical for the year 2017 to Correlated Products \$6,200.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Correlated Products**, 5616 Progress Road, Indianapolis, IN 46242, with \$6,200.00 for Beet Heet or approved equal Deicing Chemical for the year 2017, being the sole bid, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8F

In the Matter of BIDS: L C Highway Contract for Cold Patch Mix for Patching (Picked Up) for the year 2017 to Walsh & Kelly, Inc. \$210,000.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Walsh & Kelly, Inc.**, 1700 E. Main Street, Griffith, IN 46319, with \$210,000.00 \$105.00/Ton, being the sole bid for Cold Patch Mix for Patching (Picked Up) for the year 2017 for the Highway Department, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Cold Patch Mix for Patching (Picked Up) up for 2017 for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WALSH & KELLY, INC. W/ *Federal Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for SMP (Cold Patch) FOR PATCHING PICKED UP FOR 2017 FOR LAKE CO. HIGHWAY FOR \$210,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

WALSH & KELLY, INC.

Order #10 Agenda #8G

In the Matter of BIDS: L C Highway Contract for Concrete Curb & Gutter Removal & Replacement for the year 2017 to J & J Newell Concrete Contractors \$227,875.00.



The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **J & J Newell Concrete Contractors**, P.O. Box 329, Calumet City, IL 60409, with \$227,875.00, being the low bidder for Concrete Curb and Gutter Removal and Replacement for the year 2017 for the Lake County Highway Department, upon a motion made by Repay, seconded by Allen. Motion carried.

## Order #10 Agenda #8G cont'd

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Concrete Curb & Gutter Removal & Replacement for the year 2017 for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

J & J NEWELL CONTRETE CONTRACTORS W/ *The Ohio Casualty Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT FOR THE YEAR 2017 FOR LAKE CO. HIGHWAY FOR \$227,875.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

J & J NEWELL CONTRETE CONTRACTORS

## Order #10 Agenda #8H

In the Matter of BIDS: Contract for Highway for Gasoline & Diesel Fuel delivered to either Crown Point & Lowell Garage for the year 2017 to Pinkerton Oil Co., Inc.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Pinkerton Oil Company, Inc.**, P.O. Box 599, Chesterton, IN 46304, with \$104,668.00 for Gasoline & Diesel Fuel delivered to Crown Point Garage and with \$53,630.00 for Gasoline & Diesel Fuel delivered to Lowell Garage for the year 2017, being the low bidder, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Gasoline & Diesel Fuel Delivered to Crown Point & Lowell Garage for 2017 for L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

PINKERTON OIL COMPANY W/ *Federal Mutual Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAKE CO. HIGHWAY GASOLINE & DIESEL FUEL DELIVERED TO CROWN POINT & LOWELL FOR THE YEAR 2017 FOR \$104,668.00; \$53,630.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

PINKERTON OIL CO., INC.

## Order #10 Agenda #8I

In the Matter of BIDS: Contract for Highway for Ice Control Aggregate Blast Furnace Slag for the year 2017 to South Shore Slag.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **South Shore Slag**, 3411 Sheffield Ave, Hammond, IN, with \$164,250.00 \$10.95/Ton for Ice Control Aggregate Blast Furnace Slag for the Highway Department for the year 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Ice Control Aggregate Blast Furnace Slag for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

SOUTH SHORE SLAG W/ *Travelers Casualty and Surety Co. of America* in the amount of 5%, is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ICE CONTROL AGGREGATE BLAST FURNACE SLAG FOR 2017 FOR LAKE CO. HIGHWAY FOR \$164,250.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

SOUTH SHORE SLAG

## Order #10 Agenda #8J

In the Matter of BIDS: Contract for Highway for Mulch Seeding (Delivered and Applied) for the year 2017 to T&J Landscaping Services.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the Highway Superintendent to award **T&J Landscaping**, 8253 Wicker Ave, St John, IN 46373, with \$16,200.00 \$1.08/Sq yd, being the low bidder for Mulch Seeding (Delivered and Applied) for the year 2017 for L C Highway, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8K

In the Matter of BIDS: Contract for Highway for New Tires, Tire Repair and Recapping for the year 2017 to Tredroc Tire Service.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the Highway Superintendent to award **Tredroc Tire Service**, 149 S. Colfax, Griffith, IN 46319, with \$70,243.00, being the low bid for New Tires, Tire Repair and Recapping for the year 2017 for the L C Highway Department, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8L

In the Matter of BIDS: Contract for Highway for Painted Pavement Markings on selected County Roads for the year 2017– The Airmarking Co., Inc.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **The Airmarking Company, Inc.**, 1544 N SR 25, P.O. Box 526, Rochester, IN 46975, with \$265,400.00 for Painted Pavement Markings on selected county roads for the year 2017, being the sole bid, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Painted Pavement Markings on selected county roads for the year 2017 for L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

THE AIRMARKING COMPANY, INC. W/ *Ohio Farmers Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PAINTED PAVEMENT MARKINGS ON SELECTED COUNTY ROADS FOR THE YEAR 2017 FOR LAKE CO. HIGHWAY FOR \$265,400.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB SOUTH SHORE SLAG  
MICHAEL REPAY  
KYLE ALLEN, Sr.

Order #10 Agenda #8M

In the Matter of BIDS: Contract for Plastic Culverts for the year 2017 – Baughman Tile Co.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Baughman Tile Co**, 8516 Twp Road 137, Paulding, OH 45879, with \$69,854.10 being the sole bid for Plastic Culverts for the year 2017 for L C Highway, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8N

In the Matter of BIDS: Contract for Traffic Signs and Accessories for the year 2017 – Hall Signs, Inc.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **Hall Signs, Inc.**, 4495 W. Vernal Pike, Bloomington, IN 47402, with \$51,204.45 being the most responsive bid for Traffic Signs and Accessories for the year 2017 for L C Highway, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8O

In the Matter of BIDS: Contract for Treated Timber Bridge Material for the year 2017 – American Timber Bridge.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **American Timber Bridge**, 8767 Waruf Avenue, Portage, MI 49002, with \$22,697.82, being the sole bid for Treated Timber Bridge Material for the year 2017 for L C Highway, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #10 Agenda #8P

In the Matter of BIDS: Contract for Vegetation Management for the year 2017 – T & J Landscaping Services.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Highway Superintendent to award **T & J Landscaping Services**, 8253 Wicker Ave, St John, IN 46373, with \$12,500.00 \$10.00Gal, being the sole bid for Vegetation Management for the year 2017 for L C Highway, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #11 Agenda #9

In the Matter of L C Highway –Addendum #1 to the specification for the installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage.

Allen made a motion, seconded by Repay, to make a matter of public record Addendum #1 to the specification for the installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage on behalf of Highway Department. Motion carried 2-0, 1 away.

Order #12 Agenda #10

In the Matter of L C Highway – Ratify approval of Addendum #2 to the specification for the installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage.

Allen made a motion, seconded by Repay, to make a matter of public record Addendum #2 to the specification for the installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage on behalf of Highway Department. Motion carried 2-0, 1 away.

Order #13 Agenda #11

In the Matter of L C Highway – BIDS: Installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage. (to be opened)

This being the day, time and place for the receiving of bids for the Installation of a standing metal seam roof, gutters and down spouts at the Crown Point Highway Department Truck Garage, for the Highway Department, the following bids were received:

The Pangere Corp	\$163,087
E.C. Babilla Inc.	\$235,740
Korellis Roofing, Inc.	\$290,475

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

Order #14 Agenda #12

In the Matter of L C Highway – RFP: Tree Clearing at Lake County Bridge #116, Wetland Enhancement Hoosier Prairie Nature Preserve, Town of Schererville from the following. Proposals to be returned by Wednesday, January 18, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the seeking of proposals for the Lake County Highway Department from the following vendors for Tree Clearing at Lake County Bridge #116, Wetland Enhancement Hoosier Prairie Nature Preserve, Town of Schererville, for the return of proposals by Wednesday, January 18, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

A. Cams Tree Service	E. Practical Tree Service
B. Clemons Tree Service	F. Timber Masters
C. Russell Tree Service	G. Allen Landscape
D. Briggs Tree Service	H. Conservation Land Stewardship

Order #15 Agenda #13

In the Matter of L C Highway – Request for release of roadway maintenance bonds in the amounts of \$250,000.00 and \$475,000.00 for Clay Street from SR-2 to a point 1 mile south of SR-2.

Repay made a motion, seconded by Allen, to approve the Highway Department's request for release of roadway maintenance bonds in the amounts of \$250,000.00 and \$475,000.00 for Clay Street from SR-2 to a point 1 mile south of SR-2. Motion carried.

SINGLETON STONE LLC *W/ Travelers Casualty and Surety Company of America* for Two Hundred Fifty Thousand and 00/100 U.S. Dollars (Bond No. 106299079)

SINGLETON STONE LLC *W/ Travelers Casualty and Surety Company of America* for Four Hundred Seventy Five Thousand and 00/100 U.S. Dollars (Bond No. 106321436)

Order #16 Agenda #14

In the Matter of L C Highway – Indiana Department of Transportation Report of Contact Final Inspection and Recommendation for Acceptance for Lake County Bridge #306, Broad Street over Turkey Creek.

Repay made a motion, seconded by Allen, to accept the Report of Contact Final Inspection and Recommendation for Lake County Bridge #306, Broad Street over Turkey Creek, from Indiana Department of Transportation on behalf of Lake County Highway Department. Motion carried.

Order #17 Agenda #15

In the Matter of L C Highway – Supplement #1 to the Indiana Department of Transportation-Local Public Agency Project Coordination Contract for Intersection Improvement for 45<sup>th</sup> Avenue Phase II B from Whitcomb to Chase, Des #1172007 road reconstruction for time extension.

Repay made a motion, seconded by Allen, to approve Supplement #1 to the Indiana Department of Transportation-Local Public Agency Project Coordination Contract for Intersection Improvement for 45<sup>th</sup> Avenue Phase II B from Whitcomb to Chase, Des #1172007 road reconstruction for time extension, on behalf of L C Highway. Motion carried.

Order #17 Agenda #16

In the Matter of L C Highway – Supplement #1 to the Indiana Department of Transportation-Local Public Agency Project Coordination Contract for 45<sup>th</sup> Avenue and Colfax Intersection Improvements for time extension.

Repay made a motion, seconded by Allen, to approve Supplement #1 to the Indiana Department of Transportation-Local Public Agency Project Coordination Contract for 45<sup>th</sup> Avenue and Colfax Intersection Improvements for time extension, on behalf of L C Highway. Motion carried.

Order #18 Agenda #17

In the Matter of L C Highway – Report concerning the replacement of Lake County Bride #116, Fairbanks Street over Turkey Creek and request for a reduction to the dollar amount of retainage.

Repay made a motion, seconded by Allen, to approve as recommended by Highway Superintendent the reduction to the dollar amount of retainage based on the report concerning the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek, after a final walk through was conducted. Motion carried.

Order #19 Agenda #18

In the Matter of L C Highway – Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for facility services at the Crown Point Garage from December 1, 2016 to November 30, 2017 in an amount not to exceed \$2,170.00.

Repay made a motion, seconded by Allen, to approve the Agreement for Facility Services at the Crown Point Garage from December 1, 2016 to November 30, 2017 between Johnson Controls and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department, in an amount not to exceed \$2,170.00. Motion carried.

Order #19 Agenda #19

In the Matter of L C Highway – Agreement between Johnson Controls and the Board of Commissioners of the County of Lake for facility services at the Lowell Garage from December 1, 2016 to November 30, 2017 in an amount not to exceed \$1,799.00.

Repay made a motion, seconded by Allen, to approve the Agreement for Facility Services at the Lowell Garage from December 1, 2016 to November 30, 2017 between Johnson Controls and the Board of Commissioners of the County of Lake on behalf of Lake County Highway Department, in an amount not to exceed \$1,799.00. Motion carried.

Order #20 Agenda #20

In the Matter of L C Highway – Offer from Midwestern Electric, Inc. to extend their 2016 Traffic Signal Monitoring Management and Lighting through the year 2017 at the same rate.

Repay made a motion, seconded by Allen, to approve the acceptance of the offer to extend the Contract between the Board of Commissioners of the County of Lake and **Midwestern Electric, Inc.** on behalf of the Highway Department through 2017 at the same rates and conditions as 2016 for Traffic Signal Monitoring Management and Lighting, as submitted by letter dated November 18, 2016 from General Manager of Midwestern Electric 1620 East Chicago Ave, East Chicago, IN 46312. Motion carried.

Order #21 Agenda #21

In the Matter of L C Highway – Road Cut Permit for Sikma & Sons Plumbing Co., Inc. at 910 Greenway Place, Crown Point, sanitary sewer service.

Repay made a motion, seconded by Allen, to approve the Road Cut Permit for Sikma & Sons Plumbing Co., Inc. at 910 Greenway Place, Crown Point, sanitary sewer service. Motion carried.

**ROAD CUT PERMIT**

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 11/15/16

Applicant: Sikma & Sons Plumbing Co., Inc  
1836 Lake St  
Crown Point, IN 46311

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 CROWEL AGENCY / SIKMA & SONS PLUMBING in behalf of the applicant. Permission is hereby granted to

SIKMA & SONS PLUMBING FOR  
910 GREENVIEW PARK  
CROWN POINT, IN 46307  
SANITARY SEWER SERVICE

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] CONTINGENT UPON PATCHING IF SETTLEMENT OCCURS.  
11.15.2016

Lake County Highway Department

Approved by: [Signature]  
[Signature] D.H.  
DEC 21 2016  
 Lake County Board of Commissioners

Order #22 Agenda #22

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

Repay made a motion, seconded by Allen, to make a matter of public record the list of Certificates of Liability Insurance of fifty-four (54) different contractors, as submitted and recommended for acceptance by the Lake County Highway Superintendent. Motion carried. (SEE FILE FOLDER "DECEMBER 21, 2016" FOR LIST)

Acknowledgement-

Comes now, Marcus Malczewski, Highway Superintendent, with remarks to Commissioner Scheub, stating that, "it has been a tremendous pleasure and an honor to work you for all these years, you're truly a dedicated person, and I mean that from my heart". Scheub, replied, "Thank-you Mark".

Comes now, Commissioners Scheub, acknowledging Jill Stochel, Assistant Superintendent for L C Highway Department, as she is going to retire after 27years with the department, mentioning that she has done an outstanding job, and that she has kept the financials for the Superintendent together so we would have great ratings from the State.

Comes now, Jill Stochel, to speak regarding her career in County Government and the Elected Officials she has worked for, and also thanked the current Board of Commissioners, mentioning being fortunate to be appointed as Assistant Superintendent all these being the first woman in the State in this position, and currently still is, Jill Stochel continued thanking the entire staff of the Commissioners having the pleasure of working well with them. Jill Stochel, continued to speak and reflect on the working relationships she's endured over the years and thanked them all, Jill Stochel continued to reflect on her family and new marriage that she will begin to enjoy while retired, stating, "it has been an honor". (Applause) Superintendent Mark Malczewski, made closing remarks.

Order #23 Agenda #23

In the Matter of BIDS: L C Sheriff – Food, Bread & Dairy Products for the period of January 1, 2017 to June 30, 2017. Letter of recommendation.

The Board having previously taken the bids under advisement does hereby award accept the recommendation of the Sheriff's Department to award **Shop Rite Foods** with \$575,177.54 for Food Products, **Five G's Distributing** with \$84,474.00 for Bread Products, and **Clover Crest Dairy** with \$43,156.80 for Dairy Products for the L C Jail for the period of January 1, 2017 to June 30, 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Food, Bread & Dairy Products for the period of January 1, 2017 to June 30, 2017 for the L.C. Sheriff Department/Jail, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

- SHOP RITE FOODS            W/    *Western Surety Company* in the amount of 10% is hereby approved by the Board of Commissioners.
- FIVE G's DISTRIBUTING    W/    *No bid bond* is hereby approved by the Board of Commissioners.
- CLOVER CREST DAIRY        W/    *No bid bond* is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for FOOD, BREAD & DIARY PRODUCTS FOR JANUARY 1, 2017 TO JUNE 30, 2017 FOR THE LAKE CO. SHERIFF DEPARTMENT/JAIL FOR \$575,177.54; \$84,474.00; \$43,156.80 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

SHOP RITE FOODS; FIVE G's DISTRIBUTING; CLOVER CREST DAIRY

Order #24 Agenda #24-29

In the Matter of BIDS/PROPOSALS: L C Sheriff – Contract award for Annual Bids/Proposals for the year 2017, acceptance of recommendation.

The Board having previously taken the bids and proposals under advisement for the L C Sheriff Department does hereby accept the recommendation of the L C Sheriff to award the Contracts for the Annual Supplies for the Sheriff's Department for the year 2017 in Items #24-29, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #24 Agenda #24

In the Matter of Contract award for L C Sheriff for Garage & Motor Supplies for the year 2017 to Van Senus Auto Parts.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the L C Sheriff to award **Van Senus Auto Parts**, 2930 Highway Ave, Highland, IN 46322, with \$80,259.69, being the low bid, for Garage & Motor Supplies for the year 2017 for the Sheriff's Department, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #24 Agenda #25

In the Matter of Contract award for L C Sheriff for Gasoline for the year 2017 to Al Warren Oil.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the L C Sheriff to award **Al Warren Oil**, 111 E 142<sup>nd</sup> Street, Hammond, IN 46322, with \$527,160.00, being the low bid, for Gasoline for the year 2017 for the Sheriff's Department, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Gasoline for the year 2017 for the L.C. Sheriff Department, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

Order #24 Agenda #25 cont'd

AL WARREN OIL W/ *MBFinancial Bank* cashier's check in the amount of \$1,000.00 is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for GASOLINE FOR THE YEAR 2017 FOR THE LAKE CO. SHERIFF DEPARTMENT FOR \$527,160.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

AL WARREN OIL

Order #24 Agenda #26

In the Matter of PROPOSALS: Contract award for L C Sheriff - Correctional Officers Uniforms for the year 2017 to Sklarewitz Uniforms.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the L C Sheriff to award **Sklarewitz Uniforms**, 7242 Kennedy Ave, Hammond, IN, with \$621.20, being the low bidder, for Correctional Officers Uniforms for the year 2017 for the Sheriff's Department, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #24 Agenda #27

In the Matter of PROPOSALS: Contract award for L C Sheriff - Officers Uniforms for the year 2017 to Star Uniform.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the L C Sheriff to award **Star Uniform**, 6075 US Hwy 20, Portage, IN, with \$2,402.00, being the high bidder, for Officers Uniforms, recommendation states Star Uniform Company maintains a full inventory of uniforms and equipment readily available for Police Uniforms, for the year 2017 for the Sheriff's Department, upon a motion made by Repay to approve, seconded by Allen. Motion carried.

Order #24 Agenda #28

In the Matter of PROPOSALS: Contract award for L C Sheriff – Oil & Lubricants for the year 2017 to Superior Petroleum Products.

The Board having previously taken the proposals under advisement does hereby accept the recommendation of the L C Sheriff to award **Superior Petroleum Products**, 865 N. Superior Drive, Crown Point, IN 46322, with \$12,833.20, being the sole

bidder, for Oil & Lubricants for the year 2017 for the Sheriff's Department, upon a motion made by Repay, seconded by Allen. Motion carried.

Order #24 Agenda #29

In the Matter of PROPOSALS: L C Sheriff – Jet A Fuel for the year 2017.

The Board having received no bids for Jet A Fuel for the year 2017 for the Lake County Sheriff's Department does hereby accept the letter of recommendation from the Sheriff's Department to approve **Griffith Aviation, Inc.**, 1705 East Main Street, Griffith, IN 46319, for Jet A Fuel for the year 2017, upon a motion made by Repay to approve the Sheriff's recommendations, seconded by Allen. Motion carried.

Order #25 Agenda #30-45

In the Matter of Board of Commissioners of the County of Lake Agreements on behalf of the Lake County Sheriff for the year 2017(2018) in Items #30-45, blanket motion to approve.

Repay made a motion, seconded by Allen, to approve the Contract renewal Agreements between the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff with Vendors in Items #30-45. Motion carried.

Repay, made comment, stating, these (contracts) are extensions of existing agreements, that there are "not to exceed" provisions in them and there are also termination clauses in them should the need arise to terminate in advance of the end of the year.

Order #25 Agenda #30

In the Matter of Board of Commissioners of the County of Lake Agreement with Addiction and Behavioral Counseling on behalf of the Lake County Sheriff for substance abuse education and counseling for the inmates for the year 2017 in an amount not to exceed \$50,000.00 payable at the rate of \$4,166.66 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Addiction and Behavioral Counseling on behalf of the Lake County Sheriff for substance abuse education and counseling for the inmates for the year 2017 in an amount not to exceed \$50,000.00 payable at the rate of \$4,166.66 per month. Motion carried.

Order #25 Agenda #31

In the Matter of Board of Commissioners of the County of Lake Agreement with Steven Alvarez and Walter J. Alvarez, P.C. on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Steven Alvarez and Walter J. Alvarez, P.C. on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$26,500.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #25 Agenda #32

In the Matter of Board of Commissioners of the County of Lake Agreement with John P. Bushemi and Burke, Costanza & Carberry, LLP on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$145,000.00 payable at the rate of \$12,083.33 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with John P. Bushemi and Burke, Costanza & Carberry, LLP on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$145,000.00 payable at the rate of \$12,083.33 per month. Motion carried.

Order #25 Agenda #33

In the Matter of Board of Commissioners of the County of Lake Agreement with Keith Brian Douts, Jr., DDS on behalf of the Lake County Sheriff for dental services for the inmates for the year 2017 in an amount not to exceed \$71,800.00.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Keith Brian Douts, Jr., DDS on behalf of the Lake County Sheriff for dental services for the inmates for the year 2017 in an amount not to exceed \$71,800.00. Motion carried.

Order #25 Agenda #34

In the Matter of Board of Commissioners of the County of Lake Agreement with Charles E. Enslin on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Charles E. Enslin on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month. Motion carried.

Order #25 Agenda #35

In the Matter of Board of Commissioners of the County of Lake Agreement with Fresh Start Counseling Services on behalf of the Lake County Sheriff for the year 2017 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month.

Repay made a motion, seconded by Scheub, to approve the Board of Commissioners of the County of Lake Agreement with Fresh Start Counseling Services on behalf of the Lake County Sheriff for the year 2017 in an amount not to exceed \$74,200.00 payable at the rate of \$6,183.33 per month. Motion carried.

Order #25 Agenda #36

In the Matter of Board of Commissioners of the County of Lake Agreement with Clorius Lay on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month.



Repay made a motion, seconded by Scheub, to approve the Board of Commissioners of the County of Lake Agreement with Clorius Lay on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month. Motion carried.

Order #25 Agenda #37

In the Matter of Board of Commissioners of the County of Lake Agreement with J. Justin Murphy on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with J. Justin Murphy on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month. Motion carried.

Order #25 Agenda #38

In the Matter of Board of Commissioners of the County of Lake Agreement with Northwest Psychological Services on behalf of the Lake County Sheriff for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Northwest Psychological Services on behalf of the Lake County Sheriff for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$2,083.33 per month. Motion carried.

Order #25 Agenda #39

In the Matter of Board of Commissioners of the County of Lake Agreement with Lisa L. O'Keefe, MSN, RN, NP-C on behalf of the Lake County Sheriff for nurse practitioner services for the period of January 1, 2017 to December 31, 2018 in an amount not to exceed \$135,000.00 per year.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Lisa L. O'Keefe, MSN, RN, NP-C on behalf of the Lake County Sheriff for nurse practitioner services for the period of January 1, 2017 to December 31, 2018 in an amount not to exceed \$135,000.00 per year. Motion carried.

Order #25 Agenda #40

In the Matter of Board of Commissioners of the County of Lake Agreement with Faith A. Ornelas, MSN, RNC, CNS on behalf of the Lake County Sheriff for Lake County Jail Mental Health Psychiatric Nurse Practitioner Services for the period of January 1, 2017 to December 31, 2018 in an amount not to exceed \$135,000.00 per year plus an additional \$12,000.00 per year for off-site after hour on-call consultations and services as requested.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Faith A. Ornelas, MSN, RNC, CNS on behalf of the Lake County Sheriff for Lake County Jail Mental Health Psychiatric Nurse Practitioner Services for the period of January 1, 2017 to December 31, 2018 in an amount not to exceed \$135,000.00 per year plus an additional \$12,000.00 per year for off-site after hour on-call consultations and services as requested. Motion carried.

Order #25 Agenda #41

In the Matter of Board of Commissioners of the County of Lake Agreement with Ron Ostojic on behalf of the Lake County Sheriff for Legal Services for the Lake County Sheriff's Corrections Board for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Ron Ostojic on behalf of the Lake County Sheriff for Legal Services for the Lake County Sheriff's Corrections Board for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$500.00 per month. Motion carried.

Order #25 Agenda #42

In the Matter of Board of Commissioners of the County of Lake Agreement with Planted Seed Ministries on behalf of the Lake County Sheriff for inmate re-entry program for the year 2017 in an amount not to exceed \$60,000.00 payable at the rate of \$5,000.00 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Planted Seed Ministries on behalf of the Lake County Sheriff for inmate re-entry program for the year 2017 in an amount not to exceed \$60,000.00 payable at the rate of \$5,000.00 per month. Motion carried.

Order #25 Agenda #43

In the Matter of Board of Commissioners of the County of Lake Agreement with A. Leon Sarkisian on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$53,000.00 payable at the rate of \$4,416.67 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with A. Leon Sarkisian on behalf of the Lake County Sheriff for Legal Services for the year 2017 in an amount not to exceed \$53,000.00 payable at the rate of \$4,416.67 per month. Motion carried.

Order #25 Agenda #44

In the Matter of Board of Commissioners of the County of Lake Agreement with Ara K. Yeretsian, MD on behalf of the Lake County Sheriff for Psychiatrist Services for the inmates for the year 2017 in an amount not to exceed \$93,600.00 payable at the rate of \$300.00 per hour.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Ara K. Yeretsian, MD on behalf of the Lake County Sheriff for Psychiatrist Services for the inmates for the year 2017 in an amount not to exceed \$93,600.00 payable at the rate of \$300.00 per hour. Motion carried.

Order #25 Agenda #45

In the Matter of Board of Commissioners of the County of Lake Agreement with Mark E. Purevich on behalf of the Lake County Sheriff for Department of Justice Compliance Coordinator, Jail Infrastructure Management and Jail Electronic Medical Records Systems (EMR) Management Services for the year 2017 in an amount not to exceed \$70,000.00 payable at the rate of \$5,833.33 per month.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Agreement with Mark E. Purevich on behalf of the Lake County Sheriff for Department of Justice Compliance Coordinator, Jail Infrastructure Management and Jail Electronic Medical Records Systems (EMR) Management Services for the year 2017 in an amount not to exceed \$70,000.00 payable at the rate of \$5,833.33 per month. Motion carried.

Order #26 Agenda #46A

In the Matter of L C Sheriff – Request for issuance of service weapon – A. Retired Officer Patsy Davis.

Repay made a motion, seconded by Allen, to approve the issuance of service weapon to Retired Officer Patsy Davis, letter of recommendation from the L C Sheriff, stating Officer Patsy Davis honorably served the Citizens of Lake County and retired in good standings with the Sheriff's Department, letter dated December 14, 2016. Motion carried.

Order #26 Agenda #46B

In the Matter of L C Sheriff – Request for issuance of service weapon – B. Retired Sgt. Patrick S. Tracy.

Repay made a motion, seconded by Allen, to approve the issuance of service weapon to Retired Sgt. Patrick S. Tracy, letter of recommendation from the L C Sheriff, stating Sgt. Patrick S. Tracy honorably served the Citizens of Lake County and retired April 15, 2008 in good standings with the Sheriff's Department, letter dated December 14, 2016. Motion carried.

Order #26 Agenda #46C

In the Matter of L C Sheriff – Request for issuance of service weapon – C. Retired Lt. Fred Sloan.

Repay made a motion, seconded by Allen, to approve the issuance of service weapon to Retired Sgt. Fred Sloan, letter of recommendation from the L C Sheriff, stating Sgt. Fred Sloan honorably served the Citizens of Lake County and retired October 15, 2007 in good standings with the Sheriff's Department, letter dated December 14, 2016. Motion carried.

Order #26 Agenda #46D

In the Matter of L C Sheriff – Request for issuance of service weapon – D. Retired Sgt. Edward Davies.

Repay made a motion, seconded by Allen, to approve the issuance of service weapon to Retired Sgt. Edward Davies, letter of recommendation from the L C Sheriff, stating Sgt. Edward Davies honorably served the Citizens of Lake County and retired March 22, 2008 in good standings with the Sheriff's Department, letter dated December 14, 2016. Motion carried.

Order #27 Agenda #112 ADD Agenda #112

In the Matter of Board of Commissioners, County of Lake – BIDS: Lake County Jail Medical Services: Letter of Recommendation to Correctional Health Indiana, Inc. ("CHI") & Agreement between Correctional Health Indiana, Incorporated and The Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2017 to December 31, 2019 in an amount not to exceed \$4,450,828.00 for 2017, in an amount not to exceed \$4,584,352.00 for 2018 and in an amount not to exceed \$4,721,83.00 for 2019.

Comes now, Attorney Bushemi, before the Board of Commissioners requesting for approval of the letter of recommendation to approve the Contract with "CHI" aka Correctional Health Indiana, Inc., Allen asked, was this a negotiated bid, Bushemi, replied, yes and it has been negotiated with the concurrence of the Commissioners Attorney, John Dull and the staff.

Comes now, Attorney Dull, spoke in regards to the process, stating that this was the most extensive and thorough evaluation of a proposal that "I" (John Dull speaking) have ever seen, and then to make certain that there were no bias in there the re-scoring was done eliminating the high and the low, this company was chosen for the reasons listed in the rationale supporting recommendation of "CHI", their proposal was utilized as the basis, some things were removed, Dr. Shansky, who was on the review committee, said they should be removed, but the proposal is compliant with all the D.O.J. requirements and the constitutional things, but again, said Dull, the reason why they were chosen along with the reasons listed 10 or so, this is a good company, thank you.

Repay made a motion, seconded by Allen, to approve the Lake County Jail Medical Services; Letter of Recommendation to Correctional Health Indiana, Inc. ("CHI") & Agreement between Correctional Health Indiana, Incorporated and The Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the period of January 1, 2017 to December 31, 2019 in an amount not to exceed \$4,450,828.00 for 2017, in an amount not to exceed \$4,584,352.00 for 2018 and in an amount not to exceed \$4,721,83.00 for 2019. Repay, comment, stating, he was on part of the review team and this is an issue that has been apart of my life my short life in public service relative to others but for six years I've dealt with issues related to care in the L C Jail, so we talk about it as a service agreement but it's really about care it's really about caring for individuals human beings who for various circumstances have landed themselves into our custody and so I want to compliment the Attorney's (Dull, Kopak & Bushemi) for helping us (the Commissioners) through this very difficult process of negotiating contract also want to thank Dr. Forgey for his service to the inmates that have been there and to understand that in negotiation in public service that we try as best we can to get the best for the tax payers and given the circumstances of this particular contract we've done that and its fortunate that that's come together amicably for both the Vendor and the County as well as the Inmates who need the services daily, so I appreciate the work that was put into it, Scheub concluded, motion approved. Motion carried 3-0.

X

**LAKE COUNTY JAIL  
HEALTH CARE SERVICES AGREEMENT 2017 - 2019  
CORRECTIONAL HEALTH INDIANA, INC.**

This agreement is made and entered into on December 21, 2016, by and between Correctional Health Indiana, Incorporated, hereinafter referred to as "Provider or as CHI" and the Lake County Sheriff, hereinafter referred to as "Client" and approved by Lake County Board of Commissioners, as required by law, on behalf of the Lake County, Indiana Sheriff.

**I. RECITALS**

- A. The Provider is a qualified health care Provider AND Indiana Corporation, licensed under the laws of the State of Indiana, engaged in the business of providing qualified health care services and staffing for Clients. The Client has the constitutional duty and responsibility to operate the Lake County Jail and to ensure that inmates housed in said facility are provided health care services at a standard of care that meets or exceeds constitutional requirement and community standards for the delivery of health care services. The Client, therefore, enters into this agreement for the purposes of ensuring that the inmates are provided such care while incarcerated in the Lake County Jail. The Client desires to retain Provider as an independent contractor to deliver to the jail inmates health care services and to provide qualified and competent health care professionals for the above stated purposes.
- B. Provider hereby agrees to provide qualified health care professionals at adequate staffing levels shown on the included staffing matrix to adequately meet the health care needs of jail inmates and the jail health care program and other qualified staff as mutually determined and agreed are needed by the parties to meet required health care standards of care.
- C. Therefore, it is mutually agreed by the parties of this agreement that the Provider will provide services to the Client under the following terms and conditions specifically set forth herein.
- D. The Provider agrees and understands that Lake County, at its discretion and expense, may maintain qualified outside monitoring of this contract and any of the health care services provided for the term of this agreement or any subsequent agreement. The Provider agrees to fully cooperate and collaborate with any qualified outside compliance monitor appointed by the Lake County Commissioners.

**II. TERM OF AGREEMENT**

The term of this agreement shall be January 1, 2017 to December 31, 2019.

**III. FURNISHING OF SERVICES**

- A. The Provider shall provide qualified staff to deliver adequate jail health care services consistent with Lake County jail health policies, procedures, protocols, and guidelines, and in accordance with appropriate national standards, the current professional standards published by the National Commission on Correctional Health Care, Centers for Disease Control and Prevention, constitutional requirements, and community standards. The requirements set forth in the 2010 Department of Justice Settlement Agreement shall serve as supporting guidelines for the development and/or revision to policies and procedures, provision of assessment and care, and quality assurance. The number of staff in specific designations and work hours of health care staff has been determined solely by Lake County and its consultants in a manner consistent with needs of the jail health care program and with the intent to comply with the above cited specifications. It is understood that the staffing numbers shown below include Personal Time Off calculations for eligible staff. These staffing and staff levels of services are as follows:

Staff Categories	Hours Per Week
1. Med Director MD / Staff MD	60
2. Prescriber On Call	Daily/PRN
3. Health Services Administration	40
4. NP/PA (Nurse Practitioner / Physician's Assistant)	120
5. Director of Nursing	40
6. RN (Registered Nurse)	615
7. Med Assistant/Med Tech	800
8. Med Records / Data/Secretarial/Utilization	220
9. Transportation Liaison	40
<b>Totals</b>	<b>1935</b>

- B. Provider understands that all Provider staff working at the jail may be barred from entering the jail if their performance and/or behavior does or could cause risk or harm to the health care program.

Provider will also participate and assist Lake County in the development of the above policies, procedures, protocols, guidelines, quality assurance and improvement processes and reports, health care services and resource utilization processes and reports as needed to ensure effective and efficient delivery of jail health services.

- C. Provider shall maintain personnel files for all staff that contains current licensures, certifications, resume, records of continuing education, mandatory training. Mandatory training includes: CPR/First Aid, AED, Suicide Prevention Course provided by Client, blood borne pathogen training, and correctional orientation training. All staff shall complete mandatory training within 120 days of the date of their employment. Provider also agrees to train staff in other subjects required for adequate provision of assessment and care, and otherwise as mutually agreed between the parties.
- D. The Provider agrees to provide appropriately trained and qualified infectious disease and chronic disease programs. The positions shall be credentialed at the RN level at a minimum.

- E. The Provider agrees to provide sufficient number of RNs to conduct timely and complete jail intake health screenings on all inmates entering the jail.
- F. Provider, in collaboration with Client, shall develop and maintain an appropriate and adequate professional development and ongoing jail health care training program for staff.
- G. Provider understands that it shall use the Lake County Jail electronic health records system for creating and maintaining inmate health records. Provider further agrees and acknowledges that all health records established shall be the sole and proprietary property of the Lake County jail and shall in no way be construed as the property of the Provider or any of its staff or employees.
- H. The Provider shall, in conjunction with this Agreement and the scope of staffing herein, provide those additional medical services requested by the Client from time to time. The Client's request shall not exceed the scope of practice for the Provider, other clinical staff or clinical support staff.
- I. The Client shall provide adequate work space, equipment, computers, electronic health records systems, and supplies required for the delivery of the contracted services. Additionally, the Client shall provide sufficient security and other staff needed to accomplish required and contracted responsibilities of the Provider. The Client shall also provide other resources required as mutually agreed.
- J. Provider agrees to cooperatively participate in ongoing quality improvement and assurance processes involving evaluation of structural, process, utilization and clinical outcome performance. This process shall include routine clinical and management data and information collection and reporting, special studies, continuous quality improvement/assurance programs and processes.

**IV. COMPENSATION AND BILLING**

- A. Provider Responsibilities. The Provider shall be responsible for the following in regards to compensation and billing:
1. Provider agrees to provide the services to the Client pursuant to the staffing plan and compensation schedule incorporated herein.
  2. Provider agrees to prepare and submit detailed semi-monthly invoices that include all staffing expenditures incurred within the billing period and to cooperate with designated Client staff for the purpose of reconciling each invoice.
  3. Provider shall punctually complete and submit all claim forms required by the Client and those prescribed or approved by the State of Indiana, the Indiana State Board of Accounts and the Lake County, IN Board of County Commissioners prior to any pre or post payment being provided to Provider.
  4. The Provider shall make no additional charges to Client's patients or other third party payor for services rendered during regularly scheduled hours or for services for which the Client has paid the Provider. The fees paid by the Client shall represent the Provider's full

compensation for services rendered to patients under obligation to the Client for health care services.

5. The Provider understands that only full-time employees will be provided up to 30 days per year of paid personal time off. For the purposes of this provision, full-time employees shall be defined as those employees who are employed by the Provider and schedule to work a forty-hour (40 hr.) work week. The Client agrees to compensate the Provider for up to 30 days per year per eligible employee for paid time off which costs are already included in the budgets as submitted by Provider per the Provider's employee policies and procedures. All paid and non-paid time off shall be documented on all Provider invoices for transparent and accurate accounting purposes. Scheduling paid time off shall be at the sole discretion of the Provider but that in no case shall the scheduling paid time off unduly interfere with, limit, impair, or otherwise debilitate the delivery of required jail medical services.
  6. Provider also understands that it shall specifically list and deduct all appropriate costs for unfilled positions and non-paid time off from each invoice. The Client shall not compensate Provider for unfilled positions and non-paid time off. Appropriate cost shall include salaries and related benefits.
  7. All personnel furnished by the Provider are considered employees of the Provider and not employees of the Client. The Provider will have the sole responsibility of paying the salaries, social security, insurance, other taxes, and all other expenses related to such employees of the Provider unless otherwise stated herein.
- B. Client Responsibilities. Except as otherwise authorized in this agreement, Client agrees to pay the amounts in the Pre-Reconciled Payment Schedule below for FY 2017, 2018 and 2019. Provider understands a lesser amount may be paid if it is determined by the parties and by reconciling an invoice that a lesser amount is due. However, the reconciliation process shall not unreasonably delay payment to the Provider. Client agrees to compensate Provider on a semi-monthly basis, or every two weeks as mutually agreed.

**2017-2019 PRE-RECONCILED BUDGETS & SEMI-MONTHLY PAYMENTS**

YEAR	2017	2018	2019
TOTAL COST	\$ 4,450,828	\$ 4,584,352	\$ 4,721,883
PAYMENTS	\$ 185,451.17	\$ 191,014.67	\$ 196,745.13

1. Client shall make payments due hereunder, notwithstanding any other provision in this agreement, to the Provider pursuant to the customary and normal procedures for payment of claims by vendors against a municipality under Indiana Law. Payments shall be made payable to "Correctional Health Indiana, Inc."
2. The Client shall accept as complete and accurate all reconciled invoices, and compensate the amount reconciled. The Client may prescribe payment forms to be used or approved by

the State of Indiana, Indiana State Board of Accounts and the Lake County Board of Commissioners prior to any payment being due, all subject to annual funding appropriation by the County Fiscal Body.

**V. HIRING AND MANAGING PROVIDER STAFF AND EMPLOYEES**

- A. The Client acknowledges the special nature of the relationship that exists between the Provider and the staff and employees that the Provider will recruit, employ and retain to meet the conditions of this agreement. The Client also acknowledges that the recruitment, training, supervision, management, administration and maintenance of staff and staffing is the primary responsibility of the Provider, but the Client agrees to provide mutually agreed levels of support as needed to ensure program success.
- B. Provider understands that all applicants shall successfully complete all selection requirements and processes prior to working in the jail. At no time shall the Provider authorize its employees to enter and/or work in the jail without written authorization by the Sheriff of Lake County or his designee.
- C. The Provider affirms that all its employees are properly licensed and credentialed by the State of Indiana in their respective scope of practice and have taken and successfully completed a pre-employment drug screen. Provider also affirms all its employees have sufficient years of qualified experience to perform the duties required under this agreement.
- D. The Provider affirms that all medical and health care providers supplied by Provider shall meet all local, state, and federal laws, rules, and regulations related to personnel supplying medical services and care to inmates of a county jail.
- E. Client shall not unreasonably interfere with, impair or otherwise inhibit the recruiting or management relationships between Provider and its employees.

**VI. INSURANCE**

- A. The Provider shall purchase and maintain in full force and effect at all times during the term of this Agreement all appropriate policies of insurance, specifically including General and Professional Liability insurance with Three Million (\$3,000,000.00) Dollars of aggregate coverage and Medical Malpractice insurance in conformity with policy limits set for the in the Indiana Malpractice Act, in order to provide insurance, indemnity, and all appropriate defenses to protect the Provider in any suit, demand, claim, or action of any nature, including but not limited to general, medical care or professional liability actions, inmate actions regarding the deprivation of protected rights, and premises liability claims and pay any claims settled or judgments if rendered against the Provider in its official or personal capacity with coverage effective for claims during the time of the contract period, including for the period commencing January 1, 2012 until December 31, 2019. The Provider shall also service any policy as may be required relative to the payment of deductibles that may be owed during the periods of coverage. Provider shall provide an affidavit of coverage to the Client demonstrating the insurance coverage described above prior to January 1, 2017, and through the term of this contract.

- B. The Provider shall furnish at its own expense and will maintain in full force and effect at all times during the term of this agreement the following:
1. Worker's Compensation Insurance as required by the State of Indiana.
  2. The Provider shall provide, maintain and keep current a certificate and proof of insurance by filing these with the Sheriff of Lake County or his designee and the Lake County Commissioners who shall make them a matter of record at a public meeting.
- C. The Provider shall notify the Sheriff and the Lake County Commissioners or their designees of any changes to its insurers, policy limits, and all notices of cancellation of any required policy of insurance. All policies of insurance obtained or maintained by the Provider to meet the requirements of this agreement shall include the "County of Lake, Indiana, its elected officials and appointed officials, agents and employees" as an additional named insured during the full term of this or any subsequent agreement.

#### VII. INDEPENDENT CONTRACTOR

- A. This agreement shall not prohibit the Provider from performing services for others as approved by the Client and the Provider shall be paid only on the basis of services the Provider actually performs and provides to the Client
- B. It is expressly acknowledged by the parties that the Provider is an "independent contractor" and nothing in this agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship or to allow the Client, in its own capacity or through its agents, consultants, or other related third parties, to exercise control or direction over the Provider's business operations or outside business opportunities or relationships.
- C. The Provider and its staff and personnel understand that they shall not be treated as an employee of the Client for the purposes of federal taxes, Social Security, unemployment insurance, health insurance or any other withholding pursuant to any law or requirement of any governmental body related to the employees of the Provider or make available any of the benefits afforded to employees of the Client because all of such payments, withholdings and any other benefits, if any, are the sole responsibility of the Provider and the Provider shall indemnify and hold the Client harmless of any and all loss or liability arising with respect to such payments and benefits, if any.
- D. In the event that the state Department of Revenue or federal Internal Revenue Service or any other government agency should question or challenge the independent Provider status of the Provider or its employees with respect to the Client, the parties hereby mutually agree that both the Provider and the Client shall have the right to participate in any discussions or negotiations occurring with such agency or agencies, irrespective of whom or by who such discussions or negotiations are initiated. The Provider shall provide all documentations showing the appropriate withholdings have been made and paid to the appropriate governmental agencies upon request of the Client.

#### VIII. COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS

- A. The Client and the Provider shall operate their respective services at all times in compliance with applicable federal, state, and local laws, rules and regulations, the policies, rules, and professional standards of care, Provider bylaws, and all currently accepted and approved methods and practices of each area of service. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will intentionally conduct itself in such a manner as to violate prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Sec. 1395 (b) and 1396 (b) or any subsequent revisions or amendments.
- B. The Provider agrees and warrants the medical services and levels thereof provided to the Client will meet and continue to meet all constitutional standards and all minimum federal and state laws or regulations, and national standards, related to the delivery of medical services and to medical services provided to jail inmates.
- C. All health care records and patient information shall be and remain confidential in accordance with HIPAA regulations and ethical standards of patient care. All this information shall be the property of the Client and the Provider and its staff and employees shall each execute confidentiality agreements and comply with all state, federal, and HIPAA laws and regulations concerning or related to the collection, recording, storage, and release of any and all health care records and/or information.
- D. Equal Opportunity and Affirmative Action. The Provider agrees by the execution of this agreement that in regards to its operations it will fully comply with Lake County Ordinances and Policies providing:
1. No person shall, on the grounds of race, color, national origin, sex, or sexual orientation (LGBT or lesbian, gay, bisexual or transgender) be excluded from participation, be denied the benefits of, or be subject to discrimination.
  2. The principles of equal opportunity in employment of 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 or sexual orientation (LGBT or lesbian, gay, bisexual or transgender) .
  3. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, and as amended, as applicable are incorporated by reference as part of this agreement.
  4. 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.
  5. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement may result in any remedy available to the County in respect to such breach or default.

6. Where applicable, non-discriminatory 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.
7. The Provider has an internal policy and provision to provide its employees a 401(K) retirement plan as part of the employment package offered to its employees, consistent with past requirements of the Client. Eligibility for the Provider to continue to offer this benefit shall be in compliance with Section 135(a) of the Revenue Act of 1978, Pub.L. No. 96-600,925 stat. 2763, 2785 (Nov. 6, 1978) or as amended in compliance with applicable federal and state law.
8. The Provider has an internal policy and provision to provide its employees with health care benefits. Employee eligibility will be in compliance with the patient Protection and Affordable Care Act of 2010 as amended.
- E. 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. The Client recognizes and acknowledges that in some course of performing the services provided hereunder it may have access to certain confidential or proprietary information of the Provider and the Provider's business and computer operations. The Client 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 upon obtaining the prior written consent of the Provider.

#### IX. EXECUTION AND APPLICABLE LAW

This Contract Agreement has been executed in Indiana and shall be governed in accordance with the laws of the State of Indiana in every respect. In the event of a dispute over any term and/or condition herein, the issue shall be first mediated before a mediator selected by agreement of the parties prior to any court proceeding being initiated or filed. If any portion of said Contract is found legally unenforceable, the balance of said Contract shall remain in full force and effect.

#### X. NOTICE REQUIREMENTS

Any notices required hereunder may be hand delivered to the Provider's authorized representative onsite or to the business address of Provider. Other normal means of written communication such as certified mail, telegram, fax, in-hand personal delivery, and/or electronic mail (EMAIL) shall also constitute an acceptable method of giving notice or communicating official information.

#### XI. TERMINATION

- A. This agreement shall terminate upon any material breach or default by either party in the performance of any obligation hereunder which is not or cannot be cured within thirty (30) days after written notice to the breaching or defaulting party of the existence of such breach or default

- B. Upon termination of this agreement as hereinabove provided, neither party shall have any further obligation hereunder, except obligations accruing prior to the date of the termination and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement including, without limitation to confidentiality of information, indemnities and releases.
- C. In the event the Client, through its Fiscal Body, fails to provide sufficient funding through its fiscal process to compensate Provider for additional continued services under this Contract, that failure shall constitute an immediate breach of a material component of this Contract, and such failure creates the basis for the immediate termination of the Contract by the Provider. The Provider may, at its sole option, choose to cease providing medical services hereunder upon receiving notice of such failure. Should Provider, however, choose to provide any medical services for any period of time after it receives notice of such, the services provided for any period of time shall not constitute a waiver of the Provider's reserved right to terminate providing services based upon such failure.
- D. This contract may be terminated without cause by either party upon formal written notice provided in person or certified U.S. Mail to the Chief Executive Officer or other authorized official. Services will thereafter terminate ninety days (90) following receipt of termination.

#### XII. EXTENSION

The parties agree they have the option to extend this contract if the parties mutually agree to such extension by written agreement. The option to extend the Agreement beyond December 31, 2019, must be exercised before September 1, 2019 to automatically renew the contract.

#### XIII. INDEMNIFICATION

The Provider agrees to indemnify and hold harmless the Client, Lake County, and their respective elected and appointed officials, officers, agents and employees against any and all claims, causes of action, costs, attorney fees and any other expenses relating to the medical and other services provided for the Client by its agents, servants, staff, personnel and employees should the claim or cause of action result in a finding of responsibility by Provider. It is agreed that each party to this Agreement shall be responsible for its own acts and/or omissions and are not responsible for the acts and/or omissions of the other party. Each party shall immediately notify the other of any causes of action initiated or commenced by any third party that may relate to the services provided by the Provider to any inmate and the parties further agree to cooperate and assist the other in defending causes of actions related to the services provided herein.

The parties agree that at various times Provider may require that medical services for inmates will be necessary by community referrals for specialist care or other outside care during the term of this Agreement. Further, Client agrees to indemnify Provider against all claims, actions, demands, suits and the like that may arise from inmates or related parties which may be occasioned as a result of the loss of community referrals in the event the County of Lake fails to pay for these community referrals as determined necessary by Provider.



Order #27 Agenda #112 ADD Agenda #112 cont'd

XIV. AGENCY INFORMATION

- A. The Provider shall provide and keep current a listing of the name and necessary contact information of all health care providers of the Provider who provide health care services to the Client for the purpose of contacting each if required to provide any information relating to the health care of any inmate.
- B. The Provider and its staff, personnel, and employees shall adhere to and be bound by all rules and regulations of the Lake County Jail and Sheriff's Department and shall keep confidential and secure any and all passwords, security information and protocols related to the security of the Lake County Jail.
- C. All staff, personnel, and employees of the Provider shall agree to and be subject to random drug screen and alcohol testing conducted by the Client and shall be subject to criminal background checks by the Client before and during any services to the Client. Client retains the right to notify the Provider of any personnel problems or issues that may arise with any Provider staff, personnel, and employee or health care Provider under the Provider's direction and upon such notice the Provider agrees to immediately rectify the problem after consultation with the Client and/or replace the Provider employee or staff person with another qualified and acceptable person of the Provider.

XV. PROVIDER RELATIONSHIP

- A. Nothing in this contract shall be deemed to create a partnership or agency relationship between the Provider and the Client. Further, the Provider shall not be responsible for any actions of the employees of the Client.
- B. The Provider shall maintain and provide for the Client's inspection all documents pursuant to law and health care regulations as they pertain to all health care Providers furnished to the Client hereunder.
- C. The Provider will assist the Client in reviewing all policies and procedures applicable to providing services herein to inmates and shall participate in ongoing quality improvement, quality assurance, and quality management activities. The Provider also agrees to assist Client related to resource utilization and risk management.

XVI. ADDITIONAL

- A. CHANGES: The County may, from time to time, require changes in the scope of the services provided by Provider performed hereunder. Any such changes that are mutually agreed upon by and between the parties shall be incorporated in a written amendment to this agreement.
- B. MATTERS TO BE DISREGARDED: The titles of 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.

- C. 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.
- D. PROVIDER VERIFICATION: E-Verify.
  - 1. No person shall, on the grounds of race, color, national origin, sex, or sexual orientation (LGBT or lesbian, gay, bisexual or transgender) be excluded from participation, be denied the benefits of, or be subject to discrimination.
  - 2. Provider shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program and sign an affidavit affirming it does not knowingly employ any unauthorized alien. If Provider uses a subcontractor to provide services, the subcontractor shall certify to the Provider in a manner consistent with federal law that the subcontractor (1) does no knowingly employ or contract with any unauthorized alien and (2) has enrolled and is participating in the E-Verify Program.

XVII. ENTIRE AGREEMENT

This Contract contains all of the terms and conditions agreed upon by the parties with respect to the independent contract relationship contained herein and supersedes all prior agreements, arrangements and communications, if any, between the parties concerning the subject matter contained herein whether written or oral.

IN WITNESS WHEREOF, the Provider and Client executed this Agreement on December 21<sup>st</sup>, 2016.

Correctional Health Indiana, Inc.

By: \_\_\_\_\_  
William W. Forgey, MD, CCHP-P  
President

\_\_\_\_\_  
John Buncich, Lake County Sheriff

Approved By the Lake County Board of Commissioners:  
on this the 21<sup>st</sup> day of December, 2016

*Gerry J. Scheub*  
Gerry J. Scheub, Commissioner

*Michael C. Repay*  
Michael C. Repay, Commissioner

*Kyle W. Allen Sr.*  
Kyle W. Allen, Sr. Commissioner

ATTEST:

*John E. Petalas*  
John Petalas,  
Lake County Auditor

## Order #27 Agenda #47

In the Matter of BIDS: L C Juvenile Center – Food, Bread & Dairy Products for the period of January 1, 2017 to June 30, 2017. Recommendation to US Foods; Stanz Food Service; CloverCrest Dairy.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Director of the Lake County Juvenile Center to award **U.S. Foods** with Class 1 \$2,149.34, Class 3 \$43.20, Class 5 \$3,440.46, Class 6 \$1,458.93, Class 9 \$1,582.98, Class 10 \$1,628.48, Class 11 \$3,169.72, Class 12 \$2,344.66, Class 13 \$1,394.84, Class 14 \$9,611.61, Class 15 \$163.56, award **Stanz Food Service** with Class 2 \$2,151.22, Class 4 \$280.06, Class 7 \$814.09, Class 8 \$712.37, being the low bid by Class for Food Products, and award **Clover Crest Dairy** with \$3,020.88 for Dairy Products, being the sole bid, and approve the seeking of the open market for Bread Products, having received no bids, for the period of January 1, 2017 to June 30, 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Food & Dairy Products for the period of January 1, 2017 to June 30, 2017 for the L.C. Juvenile Center, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

U.S. FOODS	W/	<i>No bid bond</i> is hereby approved by the Board of Commissioners.
STANZ FOODS for 5% of total bid	W/	<i>The Cincinnati Insurance Company</i> is hereby approved by the Board of Commissioners
CLOVER CREST DAIRY	W/	<i>No bid bond</i> is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for FOOD & DIARY PRODUCTS FOR THE PERIOD OF JANUARY 1, 2017 TO JUNE 30, 2017 FOR THE LAKE CO. JUVENILE CENTER PRICED BY-CLASS and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

U.S. FOODS; STANZ FOOD SERVICE; CLOVER CREST DAIRY

## Order #28 Agenda #48

In the Matter of L C Juvenile Center – Agreement between Indiana Sports and Family Medicine/Timothy J. Mullally and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$30,999.96 payable at the rate of \$2,583.33 per month.

Repay made a motion, seconded by Allen, 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 2017 in an amount not to exceed \$30,999.96 payable at the rate of \$2,583.33 per month. Motion carried.

## Order #29 Agenda #49

In the Matter of L C Juvenile Center – Agreement between the Board of Commissioners of the County of Jasper and the Board of Commissioners of the County of Lake for secure detention of children ordered detained by the courts of Jasper County for the year 2017 in the amount of \$15,000.00.

Repay made a motion, seconded by Allen, to approve the Agreement between the Board of Commissioners of the County of Jasper and the Board of Commissioners of the County of Lake on behalf of the Lake County Juvenile Center for secure detention of children ordered detained by the courts of Jasper County for the year 2017 in the amount of \$15,000.00. Motion carried.

Acknowledgment-

Representative of the Juvenile Center, spoke, on behalf of the Juvenile Center and Senior Judge Stefaniak, stated "We wish you all the Best!"

## Order #30 Agenda #50 A-D

In the Matter of BIDS: L C Community Corrections – Food, Bread & Dairy Products for the period of January 1, 2017 to June 30, 2017. Recommendation to US Foods; Stanz Food Service; Five G's Distributing.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Director of the Lake County Community Corrections to award **U.S. Foods** with Class 1 \$2,015.42, Class 3 \$43.20, Class 5 \$3,251.91, Class 6 \$1,423.95, Class 9 \$1,582.98, Class 11 \$3,169.71, Class 12 \$2,344.66, Class 13 \$1,394.84, Class 14 \$8,207.81, Class 15 \$163.56, award **Stanz Food Service** with Class 2 \$2,158.90, Class 4 \$193.03, Class 7 \$814.06, Class 8 \$604.83, Class 10 \$1,776.73 being the low bid by Class for Food Products, and award **Stanz Food Service** with \$5,611.44 for Dairy Products and award **Five G's Distributing** with \$330.00 for Bread Products, for the period of January 1, 2017 to June 30, 2017, upon a motion made by Repay, seconded by Allen. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Food Bread, & Dairy Products for the period of January 1, 2017 to June 30, 2017 for the L.C. Community Corrections, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

U.S. FOODS	W/	<i>No bid bond</i> is hereby approved by the Board of Commissioners.
STANZ FOODS for 5% of total bid	W/	<i>The Cincinnati Insurance Company</i> is hereby approved by the Board of Commissioners
FIVE G's DISTRIBUTING	W/	<i>No bid bond</i> is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for FOOD, BREAD & DAIRY PRODUCTS FOR THE PERIOD

Order #30 Agenda #50 A-D cont'd

OF JANUARY 1, 2017 TO JUNE 30, 2017 FOR LAKE CO. COMMUNITY CORRECTIONS PRICED BY-CLASS and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

U.S. FOODS; STANZ FOOD SERVICE; FIVE G's DISTRIBUTING

Order #31 Agenda #51

In the Matter of L C Community Corrections – Application and Service Agreement between Telmate, LLC and the Board of Commissioners of the County of Lake with an activation fee of \$5.00 and daily service fee of \$2.00 per client.

Repay made a motion, seconded by Allen, to approve the Application and Service Agreement with Telmate, LLC and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections with an activation fee of \$5.00 and daily service fee of \$2.00 per client. Motion carried.

Order #32 Agenda #52-56

In the Matter of L C Surveyor – Agreements with the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor in Items #52-56. Surveyor present/recommend approval.

Allen made a motion, seconded by Repay, to approve, per the recommendation of the L C Surveyor, the Lake County Surveyor's Agreements in Items #52-56. Motion carried.

Comes now, before the Board of Commissioners, L C Surveyor Bill Emerson, to speak to Commissioner Scheub thanking him for his service and twenty years of service of the Drainage Board, and he also mentioned how he admired Commissioner Scheub and his public service and has incorporated some of those values in his own career. Scheub thanked him.

Order #32 Agenda #52

In the Matter of Board of Commissioners Legal Services Agreement with Clifford Duggan on behalf of Lake County Surveyor for the year 2017 in an amount not to exceed \$19,800.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between Board of Commissioners of the County of Lake and Clifford Duggan on behalf of L C Surveyor for the year 2017 in an amount not to exceed \$19,800.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #32 Agenda #53

In the Matter of Board of Commissioners Legal Services Agreement with Peter Katic on behalf of Lake County Surveyor for the year 2017 in an amount not to exceed \$5,880.00 payable at the rate of \$490.00 per month.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between Board of Commissioners of the County of Lake and Peter Katic on behalf of L C Surveyor for the year 2017 in an amount not to exceed \$5,880.00 payable at the rate of \$490.00 per month. Motion carried.

Order #32 Agenda #54

In the Matter of Board of Commissioners Agreement with AES Services, Inc. on behalf of Lake County Surveyor for the year 2017 in an amount not to exceed \$34,328.00 payable at the rate of \$63.00 per hour.

Allen made a motion, seconded by Repay, to approve the Agreement between Board of Commissioners of the County of Lake and AES Services, Inc. on behalf of Lake County Surveyor for the year 2017 in an amount not to exceed \$34,328.00 payable at the rate of \$63.00 per hour. Motion carried.

Order #32 Agenda #55

In the Matter of Board of Commissioners Agreement with DLZ Indiana, LLC with Frank D. Stewart as their disgnee on behalf of Lake County Surveyor for Assistant Deputy Surveyor Services for the year 2017 in the amounts as indicated on Addendum A.

Allen made a motion, seconded by Repay, to approve the Agreement between the Board of Commissioners of the County of Lake and DLZ Indiana, LLC with Frank D. Stewart as their disgnee on behalf of Lake County Surveyor for Assistant Deputy Surveyor Services for the year 2017 in the amounts as indicated on Addendum A. Motion carried.

Order #32 Agenda #56

In the Matter of Board of Commissioners Agreement with The Sidwell Company on behalf of Lake County Surveyor for software for the year 2017 in an amount not to exceed \$21,674.00 payable at the rate of \$1,806.16 per month.

Allen made a motion, seconded by Repay, to approve the Agreement between the Board of Commissioners of the County of Lake and The Sidwell Company on behalf of Lake County Surveyor for software for the year 2017 in an amount not to exceed \$21,674.00 payable at the rate of \$1,806.16 per month. Motion carried.

Order #33 Agenda #57-60

In the Matter of L C Public Defender, Conflicts Division – Contract Amendments from Agreements entered into on December 16, 2015 for the year 2016 with the Board of Commissioners of the County of Lake for various amounts.

Allen made a motion, seconded by Repay, to approve the Contract Amendments in Items #57-60 on behalf of Lake County Public Defender, Conflicts Division, Amending Agreements entered into on December 16, 2015 for the year 2016. Motion carried.

Order #33 Agenda #57

In the Matter of L C Public Defender, Conflicts Division – Amendment to the Agreement entered into between Arlington J. Foley, Sr. and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$15,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Amendment to the Agreement entered into between Arlington J. Foley, Sr. and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$15,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #58

In the Matter of L C Public Defender, Conflicts Division – Amendment to the Agreement entered into between Nicholas Barnes/Vouga & Associates and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Amendment to the Agreement entered into between Nicholas Barnes/Vouga & Associates and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #59

In the Matter of L C Public Defender, Conflicts Division – Amendment to the Agreement entered into between Aaron A. Koonce and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Amendment to the Agreement entered into between Aaron A. Koonce and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #60

In the Matter of L C Public Defender, Conflicts Division – Amendment to the Agreement entered into between Richard L. Mayer/Law Office of Richard L. Mayer P.C. and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Amendment to the Agreement entered into between Aaron A. Koonce and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division on December 16, 2015 for the year 2016 for an additional \$10,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #61-63

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement renewals with the Board of Commissioners of the County of Lake for the year 2017 in Items #61-63.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement renewals for the year 2017 on behalf of Lake County Public Defender Conflicts Division for Attorney Services for Attorneys listed in Items #61-63, excluding Item #64 as so deleted from Agenda. Motion carried.

Order #33 Agenda #61

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Nicholas Barnes of Vouga & Associates, LLC and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between Nicholas Barnes of Vouga & Associates, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division, for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #62

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Lisa A. Beck and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between Lisa A. Beck and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division, for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #63

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Alger V. Boswell and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Legal Services Agreement between Alger V. Boswell and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender, Conflicts Division, for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #65-86; 88-90

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement renewals for the year 2017 with the Board of Commissioners of the County of Lake for Attorneys in Items #65-86 and Items #88-90.  
Order #33 Agenda #65-86; 88-90 cont'd

Allen made a motion, seconded by Allen, to approve the Legal Services Agreement renewals for the year 2017 on behalf of Lake County Public Defender, Conflicts Division for Attorneys listed in Items #65-86 and #88-90, excluding Item #82 as so deleted from Agenda. Motion carried.

Comes now, Marvin Smith, on behalf of the Public Defender's Office, thanked Commissioners Scheub for his service and professionalism and all he's done for the citizens of Lake County as well as the County employee's.

Order #33 Agenda #65

In the Matter of L C Public Defender, Conflicts Division – Legal Service Agreement between Joseph L. Curosh, III and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the Legal Service Agreement between Joseph L. Curosh, III and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender, Conflicts Division, for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #66

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Arlington J. Foley and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Arlington J. Foley and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #67

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Arlington J. Foley, Jr. and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Arlington J. Foley, Jr. and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #68

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Brett R. Galvan and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement Brett R. Galvan and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #69

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Sandra Moreno Garcia and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve L C Public Defender, Conflicts Division – Legal Services Agreement between Sandra Moreno Garcia and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #70

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Mark K. Gruenhagen and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve L C Public Defender, Conflicts Division – Legal Services Agreement between Mark K. Gruenhagen and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #71

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Adrian Guzman and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve L C Public Defender, Conflicts Division – Legal Services Agreement between Adrian Guzman and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #72

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Roseann Ivanovich and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Order #33 Agenda #72 cont'd

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Roseann Ivanovich and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #73

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of Daryl D. Jones and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of Daryl D. Jones and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #74

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Gina L. Jones and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Gina L. Jones and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #75

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Phillip T. King and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Phillip T. King and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #76

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Aaron A. Koonce and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Aaron A. Koonce and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #77

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Visvaldis P. Kupsis and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Visvaldis P. Kupsis and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #78

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between John Maksimovich and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between John Maksimovich and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #79

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of Richard L. Mayer, P.C. and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of Richard L. Mayer, P.C. and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #80

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Erik K. Morris and the Board of Commissioners of the County of Lake for Conflicts Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Erik K. Morris and the Board of Commissioners of the County of Lake for Conflicts Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #81

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Thomas S. Mullins and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Thomas S. Mullins and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #83

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Jamise Perkins and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Jamise Perkins and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #84

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Lonnie M. Randolph, II and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Lonnie M. Randolph, II and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #85

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Joseph M. Roberts and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Joseph M. Roberts and the Board of Commissioners of the County of Lake for Public Defender Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #86

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Cipriano Rodriguez, III and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Cipriano Rodriguez, III and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #87

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between David Urbanski and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the 2017 Legal Services Agreement between David Urbanski and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender, Conflicts Division for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #88

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between John Vazanellis for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between John Vazanellis for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #89



In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of I. Alexander Woloshansky, P.C. and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between the Law Office of I. Alexander Woloshansky, P.C. and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #33 Agenda #90

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Patrick Young and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour.

Order #33 Agenda #90 cont'd

Allen made a motion, seconded by Repay, to approve the L C Public Defender, Conflicts Division – Legal Services Agreement between Patrick Young and the Board of Commissioners of the County of Lake for Conflicts Attorney Services for the year 2017 in an amount not to exceed \$25,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #34 Agenda #91

In the Matter of L C Board of Elections and Registration – Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake for Board Attorney Services for the year 2017 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, to approve the renewal of the Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Services for the year 2017 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour. Motion carried.

Comes now, Michelle Fajman, Director of Lake County Board of Elections and Registration, also make remarks to Commissioner Scheub, simply saying he is a wonderful person and 100% a public servant!

Order #34 Agenda #92

In the Matter of L C Board of Elections and Registration – Legal Services Agreement between James L. Wieser and the Board of Commissioners of the County of Lake for Board Attorney Services for the year 2017 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, to approve the renewal of the Legal Services Agreement between James L. Wieser and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Services for the year 2017 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #35 Agenda #93

In the Matter of L C Lake Superior Court County Division Room 2 – Legal Services Agreement between the Law Office of Steven A. Kurowski, PC and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Law Office of Steven A. Kurowski, PC and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court County Division Room 2 for a Public Defender for the year 2017 in an amount not to exceed \$28,500.00 payable at the rate of \$2,375.00 per month. Motion carried.

Order #36 Agenda #94

In the Matter of L C Auditor – Legal Services Agreement between John Pangere and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$50,000.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, 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 2017 in an amount not to exceed \$50,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #37 Agenda #95

In the Matter of L C Clerk – Legal Services Agreement between the Law Office of Weiss, Schmidgall & Hires, P.C., Christopher R. Schmidgall and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$17,500.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Law Office of Weiss, Schmidgall & Hires, P.C., Christopher R. Schmidgall and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$17,500.00 payable at the rate of \$90.00 per hour. Motion carried.

Comes now, Mr. Brown, Clerk of Lake County, and Staff, made warm remarks to Commissioner Scheub, Mr. Brown mentioning that it has been an Honor to have Mr. Scheub as a Commissioner and a public servant. Scheub thanked them. Cont'd.

Order #37 Agenda #95 cont'd

**LEGAL SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 21<sup>st</sup> day of Dec., 2016 effective from January 1, 2017 to December 31, 2017 by and between LAW OFFICE OF WEISS, SCHMIDGALL & HIRES, P.C., CHRISTOPHER R. SCHMIDGALL, (hereinafter called "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the LAKE COUNTY CLERK (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:

**LEGAL SERVICES**

- 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:

**LAKE COUNTY CLERK**

- 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.
- E. Consultant shall include the following detailed information on invoices:
  - I. Indicate date of service.
  - II. Specify activities in detail to include with whom consultant met and what work was done.

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 sum not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) for all services required herein at the rate of \$90.00 per hour, which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. This shall be paid out of the Lake County Clerk's Budget. Extra litigation to come out of the Self Insurance Fund. The Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum. Subject to annual funding by the Fiscal Body.

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 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.

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 Order #37 Agenda #95 cont'd

- 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. **Billings.** The Consultant shall submit in a timely manner monthly time and billing statements which accurately reflect the time devoted in representation of the office holder. Such billing shall be inclusive of attorney time, paralegal costs and research costs attributable to such representation, but shall not include secretarial or other expenses which customarily comprise attorney overhead.
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. 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

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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.
18. **Conflict of Interest.** The following provisions of Lake County Council Ordinance 1077C-3 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. (Ord. 1077C, passed 7-10-90).
  - 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 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.
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 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;

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- (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.

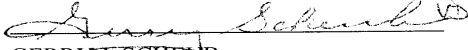
BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE  
2293 NORTH MAIN STREET  
CROWN POINT, IN 46307  
(219) 755-3200

LAW OFFICE OF  
WEISS, SCHMIDGALL & HIRES, P.C.  
CHRISTOPHER R. SCHMIDGALL  
6 WEST 73<sup>RD</sup> AVENUE  
MERRILLVILLE, IN 46410  
(219) 736-5297  
(219) 769-5297 FAX  
ATTORNEY NO. 23738-64


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

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE

  
GERRY J. SCHEUB

  
MICHAEL REPAY

  
KYLE W. ALLEN, SR.

CONSULTANT

  
CHRISTOPHER R. SCHMIDGALL

ATTEST:

  
JOHN PETALAS,  
LAKE COUNTY AUDITOR

ACCEPTED BY:   
FINANCIAL MANAGER

DATED: 12-7-2016

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Order #38 Agenda #96

In the Matter of L C Council – Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum, Capitol Assets, LLC and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$60,000.00.

Repay made a motion, seconded by Allen, to approve the Amendment to the Agreement entered into on February 8, 2007 between Richard J. Cockrum, Capitol Assets, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2017 in an amount not to exceed \$60,000.00. Motion carried.

Order #38 Agenda #97

In the Matter of L C Council – Legal Services Agreement between the Law Office of Ray L. Szarmach, P.C. and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$72,000.00 payable at the rate of \$6,000.00 per month plus \$2,000.00 per month for offices expense.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Law Office of Ray L. Szarmach, P.C. and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$72,000.00 payable at the rate of \$6,000.00 per month plus \$2,000.00 per month for offices expense. Motion carried.

Order #39 Agenda #98

In the Matter of L C Recorder – Legal Services Agreement between Lynda LeBlanc of LeBlanc & Mulholland, LLC and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Repay, to approve the renewal of the Legal Services Agreement between Lynda LeBlanc of LeBlanc & Mulholland, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for the year 2017 in an amount not to exceed \$6,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #39 Agenda #99

In the Matter of L C Recorder – Lifecycle IT Consulting Agreement between Donald Guernsey and the Board of Commissioners of the County of Lake for period of January 1, 2017 to December 31, 2020 in an amount not to exceed \$120,000.00 per year payable at the rate of \$10,000.00 per month plus \$50.00 per hour for support personnel of consultant plus .30 cents per page for archival scanning.

Allen made a motion, seconded by Repay, to approve the renewal of the Lifecycle IT Consulting Agreement between Donald Guernsey and the Board of Commissioners of the County of Lake on behalf of the Lake County Recorder for period of January 1, 2017 to December 31, 2020 in an amount not to exceed \$120,000.00 per year payable at the rate of \$10,000.00 per month plus \$50.00 per hour for support personnel of consultant plus .30 cents per page for archival scanning. Motion carried.

Order #40 Agenda #100

In the Matter of L C Calumet Township Assessor – Cleaning Services Agreement between Brenda Baker Cleaning Service and the Board of Commissioners of the County of Lake for the year 2017 in an amount not to exceed \$19,500.00 payable at the rate of \$1,625.00 per month.

Allen made a motion, seconded by Repay, to approve the Cleaning Services Agreement between Brenda Baker Cleaning Service and the Board of Commissioners of the County of Lake on behalf of the Lake County Calumet Township Assessor for the year 2017 in an amount not to exceed \$19,500.00 payable at the rate of \$1,625.00 per month. Motion carried.

Order #41 Agenda #101

In the Matter of L C Center Township Assessor – Public Record of the Proof of Publication for a Public Hearing scheduled for Wednesday, December 21, 2016 at 10:00 A.M. in the Commissioners Courtroom for a proposed lease for the Center Township Assessor.

Repay made a motion, seconded by Allen, to make a matter of public record the Proof of Publication, published 12/8/2016 with The Times Media, for a Public Hearing scheduled for Wednesday, December 21, 2016 at 10:00 A.M. in the Commissioners Courtroom for a proposed lease for the Center Township Assessor. Motion carried.

Order #42 Agenda #102

In the Matter of L C Center Township Assessor – Public Hearing: Proposed Lease between Frank Centofanti, Sr. and Livia Centofanti d/b/a “C” Properties and the Board of Commissioners of the County of Lake on behalf of the Center Township Assessor for the period of January 1, 2017 to December 31, 2018 in the amount of \$1,064.41 per month.

Comes now, Board President, Commissioner Scheub, opens meeting to a Public Hearing, calling for anyone present to speak for or against said Lease for Center Township Assessor.....hearing none, Public Hearing is closed.

Order #43 Agenda #103

In the Matter of L C Center Township Assessor – LEASE: Frank Centofanti, Sr. and Livia Centofanti d/b/a “C” Properties and the Board of Commissioners of the County of Lake on behalf of the Center Township Assessor for the period of January 1, 2017 to December 31, 2018 in the amount of \$1,064.41 per month.

Repay made a motion, seconded by Allen, to approve the Lease between Frank Centofanti, Sr. and Livia Centofanti d/b/a “C” Properties and the Board of Commissioners of the County of Lake on behalf of the Center Township Assessor for the period of January 1, 2017 to December 31, 2018 in the amount of \$1,064.41 per month. Motion carried.

**LEASE**

This indenture made this first day of January 2017, by and between Frank Centofanti, Sr. and Livia Centofanti d/b/a “C” Properties, party of the first part, and the Board of Commissioners of Lake County and the Center Township Assessor, parties of the second part.

WITNESSETH:

That said first party, in consideration of the covenants of said second parties, hereinafter set forth, doth by these presents lease to said second parties the following described property to-wit:

Rooms, 1, 2, 3, 4, 5, & 6 all inclusive, of the premises at 213 South Court Street, Crown Point, Indiana with parking rights.

To have and to hold the same to the second parties, from the first day of January, 2017 to the 31<sup>st</sup> day of December 2018. And said second parties, in consideration therefore, covenant and agree to pay said first party, as rent for said premises, the sum of twenty-five thousand five hundred forty five dollars and eighty-four cents (\$25,545.84) as rent for the first twenty-four months, payable in installments, without relief from valuation and appraisements laws, as follows:

The sum of one thousand sixty-four dollars and forty-one cents (\$1064.41) on the first day of January 2017, or as soon thereafter as reasonable possible based upon the ordinary and usual time needed by the second parties to make appropriate arrangements for payment and one thousand sixty-four dollars and forty-one cents (\$1064.41) on the first day of each month thereafter, subject to the same conditions, throughout the term of this lease with interest on each installment after the same becomes due and attorney’s fees.

The said second parties further covenant that they will use said premises in a careful and proper manner and commit no waste thereon: that they will not release or sublet said premises, or any part thereof, or assign this Lease, or any part of said term, or suffer said term, or any part thereof, to be sold on execution or other legal process, without the written consent of the first party and that, at the expiration of the time mentioned in this lease, peaceable possession of said premises shall be given to said first party in as good condition as they now are, the usual wear and accidents by fire and the acts of Providence excepted: and that upon the non-payment of the whole or any portion of said rent at the time when the same becomes due, or upon the non-performance by the second parties of any of the covenants (hereinbefore or hereafter mentioned) by them to be kept and performed, the said first party may, at its election, re-enter and take possession of said premises; and said second parties hereby waive any notice of such election, notice to quit possession of said premises; or any demand for the payment of the rent, as the same becomes due, or for the performance of any of the covenants herein, or any demand for the possession of said premises, provided, however, that the failure and omission of said first party to declare this lease forfeited upon the default of said second parties, in the payment of said rent, as hereinbefore or hereafter mentioned, shall not operate to bar, abridge or destroy the right of said first party to declare this Lease null and void upon any subsequent forfeiture or cause of forfeiture of this Lease by said second parties.



Order #43 Agenda #103 cont'd

ADDITIONAL COVENANTS

1. The second parties acknowledge examining the condition of the demised premises and have received the same in good order and repair and that no representations have been made by the first party as to the condition or state of repair of said premises.
2. The first party shall not be liable to the second parties for any damage done or occasioned by any defects in the demised premises whether discoverable by the parties or not.
3. The second parties shall keep the demised premises in as good repair as the same were at the commencement of the term of this Lease, or may be put in during the continuance of the Lease, reasonable wear and tear and damage by fire or other unavoidable casualty excepted. The second parties shall be responsible for all decorations and repairs for the interior structure of the demised property and shall further keep the demised premises in a clean and healthful condition at all times according to the ordinances of the City of Crown Point, County, State and Federal laws and regulations and the directions of all public officials, at second parties expense.
4. The second parties shall not make any alterations, additions or improvements to the demised premises without first obtaining the written consent of the first party to do so. All alterations, additions and improvements to the premises shall remain for the benefit of the first party upon the termination of this Lease, unless otherwise provided for in the written consent given.
5. The first party shall have free access to the demised premises at all reasonable times for the purpose of examining or exhibiting the same and for the purpose of making any repairs and alterations thereon which the first party may see fit to make and the first party shall be permitted to place "For Rent" and "For Sale" signs on the premises during the last sixty (60) day of the term of this Lease. Second parties shall give first party sixty (60) days notice, no later than October 31<sup>st</sup> of the Lease term, of intention to renew or not renew this Lease for the following Lease term year.
6. The second parties shall not permit the demised premises to stand vacant and shall not sub-let or assign this Lease, or any part thereof, and shall not permit said premises or part thereof, to be occupied by any person or persons other than second parties without first obtaining written consent to do so from the first party.
7. The second parties shall pay for all gas and electricity used by second parties. Where several tenants are using the same utilities, the portion to be paid by the respective parties shall be set on a fair and equitable basis for all. Second parties shall provide its own janitorial service and its share of snow removal cost.
8. It is agreed that the first party shall pay the water bill for the demised premises, so long as the water usage by the second parties is reasonable and does not unreasonably increase the basic city charge for water and shall maintain the parking lot and be responsible for lawn mowing and exterior maintenance.
9. The second parties shall insure their own personal property and records to the extent that they deem necessary.
10. The first party shall have the right to approve any sights installed on the premises.

The covenant herein shall extend to and be binding upon the heirs, executors and administrators of the parties to this Lease subject to yearly financing by the fiscal body.

In witness whereof, said parties have hereunto set their hand and seals this 7<sup>th</sup> day of November 2016.

"C" Properties

Center Township Assessor

*Frank Centofanti, Sr.*  
Frank Centofanti, Sr.

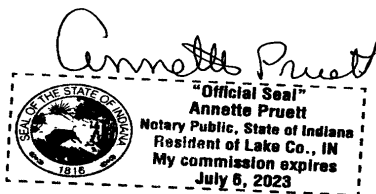
*Joe Krnich*  
Joe Krnich, Assessor

*Livia Centofanti*  
Livia Centofanti

WARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
*Joseph N. Alton*  
*Joseph N. Alton*  
APPROVED THIS 21<sup>st</sup> DAY OF November 2016

Before me, a Notary Public in and for said county and state, personally appeared Frank Centofanti, Sr., and Livia Centofanti, first party and Joseph Krnich, Center Township Assessor, second party, who acknowledge the execution of the above and foregoing Affidavit as their free and voluntary act and that the allegations contained therein are true and correct.

WITNESS my hand and seal this 7<sup>th</sup> day of November, 2016.



Order #44 Agenda #104

In the Matter of L C Plan Commission – Performance Bond for Emerald Crossing Unit 4 in the amount of \$232,000.00.

Repay made a motion, seconded by Allen, to approve L C Plan Commission – Performance Bond for Emerald Crossing Unit 4 in the amount of \$232,000.00. Motion carried.

LAKE COUNTY PLAN COMMISSION

DATE: December 21, 2016  
SUBDIVISION: Emerald Crossing Unit 4  
BONDING COMPANY: Lexon Insurance Company  
PETITIONER: Emerald Crossing Development, LLC

The Board of Commissioners of the County of Lake does hereby make acceptance of said Bond as of this date.

TOTAL: \$232,000.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 21<sup>ST</sup> DAY OF December, 2016

ENTERED IN BOND BOOK NO. \_\_\_\_\_ AND PAGE NO. \_\_\_\_\_

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT  
KYLE W. ALLEN, Sr., COMMISSIONER  
MICHAEL REPAY, COMMISSIONER

JOHN PETALAS, AUDITOR

Order #44 Agenda #105

In the Matter of L C Plan Commission – Release of Maintenance Bond for The Enclave Unit 4, Phase 4 in the amount of \$20,946.00.

Repay made a motion, seconded by Allen, to approve the L C Plan Commission – Release of Maintenance Bond for The Enclave Unit 4, Phase 4 in the amount of \$20,946.00. Motion carried.

RELEASE

WHEREAS, ROBINS RUN PROPERTIES, LLC, remitter has on the 18<sup>th</sup> day of December 2013 filed a Maintenance Bond in the form of a Cashier's Check No. 22447227 issued by Fifth Third Bank, in the amount of **Twenty Thousand Nine Hundred Forty Six and 00/100 Dollars (\$20,946.00)** for required improvements in **The Enclave Unit 4, Phase 4.**

The Board of Commissioners of the County of Lake does hereby release the Maintenance Bond in the form of a Cashier's Check No. 22447227 issued by Fifth Third Bank, in the amount of **Twenty Thousand Nine Hundred Forty Six and 00/100 Dollars (\$20,946.00)** effective this date.

Dated 21<sup>st</sup> DAY OF December, 2016

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, PRESIDENT  
KYLE W. ALLEN, Sr., COMMISSIONER  
MICHAEL REPAY, COMMISSIONER

JOHN PETALAS, AUDITOR

Order #45 Agenda #106

In the Matter of L C Data Processing – BIDS: IBM Compatible Personal Computers for Various County Offices and Departments for the year 2017. Letter of recommendation to ESI for Classes H-1, H-2, and H-3 and Buchertech for Classes H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12 and H-13.

The Board having previously taken the bids under advisement does hereby accept the recommendation of Lake County Data Processing to award **ESI**, 6855 Hillside Court, Indianapolis, IN 46250, with Classes H-1 \$647.00, H-2 \$732.00, and H-3 \$812.00 and **Buchertech**, 6 Michigan Ave Suite A, Valparaiso, IN 46383, with Classes H-4 \$917.95, H-5 \$1,309.70, H-6 \$106.03, H-7 \$599.02, H-8 \$209.59, H-9 \$425.43, H-10 \$96.10, H-11 \$113.20, H-12 \$168.77 and H-13 \$192.47 being the low bidder for these classes for IBM Compatible Personal Computers for Various County Offices and Departments for the year 2017 for Lake County Data Processing Department, upon a motion made by Allen, seconded by Repay, to approve. Motion carried.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for IBM Compatible Personal Computers for Various County Offices and Departments for the year 2017 for L.C. Data Processing, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

ESI W/ *No bid bond* is hereby approved by the Board of Commissioners.

BUCHERTECH W/ *No bid bond* is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for IBM COMPATIBLE PERSONAL COMPUTERS FOR VARIOUS COUNTY OFFICES AND DEPARMENTS FOR THE YEAR 2017 FOR LAKE CO. DATA PROCESING PRICED BY-CLASS and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr. ESI; BUCHERTECH

## Order #46 Agenda #107

In the Matter of L C Data Processing – Software Support Agreement between Infor (US), Inc. and the Board of Commissioners of the County of Lake for the Various County Offices and Departments for the year 2017 in an amount not to exceed \$299,677.49 payable at the rate of \$74,919.37 for the first three quarters and \$74,919.38 for the last quarter.

Allen made a motion, seconded by Repay, to approve the Software Support Agreement between Infor (US), Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the Various County Offices and Departments for the year 2017 in an amount not to exceed \$299,677.49 payable at the rate of \$74,919.37 for the first three quarters and \$74,919.38 for the last quarter. Motion carried.

## Order #47 Agenda #108

In the Matter of L C Data Processing – Agreement between Records Storage Center, Inc. and the Board of Commissioners of the County of Lake for the year 2017 in the amount of \$248.00 per month and \$8.25 per box per month for Sheriff's containers.

Allen made a motion, seconded by Repay, to approve the Agreement between Records Storage Center, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for the year 2017 in the amount of \$248.00 per month and \$8.25 per box per month for Sheriff's containers. Motion carried.

Comes now, Mr. Mark Pearman, spoke in reflection of Commissioner Scheub's admirable work as a public servant and says he appreciates everything he has done.

## Order #48 Agenda #109

In the Matter of Board of Commissioners of the County of Lake: BIDS: County Wide Telecommunications VoIP System.

This being the day, time and place for the receiving of bids for a County Wide Telecommunications VoIP System for the Lake County Board of Commissioners the following bids were received:

Telcom Innovations Group	\$ 989,980.75
AT&T Corp	\$1,041,244.66
Tri-Electronics	\$1,837,530.00
Converged Digital Networks, LLC	\$ 729,588.00

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

## Order #49 Agenda #110 A-G

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: Lake County Engineer, Jail and Juvenile Center for the year 2017 for Health and Grooming Supplies, Janitorial Supplies, Kitchen Supplies, Laundry Supplies, Lighting Supplies, Maintenance Supplies and Paper Products also known as Class 1-7. Letter of recommendation.

Repay made a motion, seconded by Allen, to approve the seeking of the open market for Class 6 Maintenance Supplies for the year 2017 having received no bids for Maintenance Supplies for Lake County Engineer, Jail and Juvenile Center. Motion carried.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Purchasing Agent to award by Class the lowest and/or the sole bidder for Class 1 Health and Grooming Supplies to **Cal-Region Supply** for \$21,194.00 low bidder, Class 2 Janitorial Supplies to **Cal-Region Supply** for \$50,800.54 low bidder with local business preference, Class 3 Kitchen Supplies to **Cal-Region Supply** for \$22,709.00 low bidder, Class 4 Laundry Supplies to **Able Paper & Janitorial Supplies, Inc.** for \$48,087.50 only bidder, Class 5 Lighting Supplies to **North Coast Lighting, LLC** for \$29,314.95 only bidder, Class 6 Maintenance Supplies to **no bids**, Class 7 Paper Products to **Able Paper & Janitorial Supplies, Inc.** for \$70,429.78 only bidder, upon a motion made by Repay, seconded by Allen, to approve.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Lake County Engineer, Jail and Juvenile Center for the year 2017 for Health and Grooming Supplies, Janitorial Supplies, Kitchen Supplies, Laundry Supplies, Lighting Supplies, Maintenance Supplies and Paper Products also known as Class 1-7 for the L C Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

CAL-REGION SUPPLY	W/	No bid bond is hereby approved by the Board of Commissioners.
ABLE PAPER & JANITORIAL SUPPLIES, INC.	W/	No bid bond is hereby approved by the Board of Commissioners.
NORTH COAST LIGHTING, LLC	W/	No bid bond is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for LAKE COUNTY ENGINEER, JAIL AND JUVENILE CENTER FOR THE YEAR 2017 FOR HEALTH & GROOMING SUPPLIES, JANITORIAL SUPPLIES, KITCHEN SUPPLIES, LAUNDRY SUPPLIES, LIGHTING SUPPLIES, & PAPER PRODUCTS PRICED BY-CLASS and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB  
MICHAEL REPAY  
KYLE ALLEN, Sr.

CAL-REGION SUPPLY; ABLE PAPER & JANITORIAL SUPPLIES, INC.;  
NORTH COAST LIGHTING, LLC

## Order #50 Agenda #111

In the Matter of Board of Commissioners of the County of Lake: BIDS: Printing Class 1, 2, 4, 5 & 8 for the year 2017. Letter of recommendation.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Purchasing Agent to award **Haywood Printing Company, Inc.** with \$25,836.75 only bidder for Class 1, with \$57,224.37 only bidder for Class

2, with \$7,480.25 only bidder for Class 4, with \$41,169.02 low bidder for Class 5, with \$112,176.30 only bidder for Class 8, upon a motion made by Repay, seconded by Allen, to approve.

Order #50 Agenda #111 cont'd

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Printing Class 1, 2, 4, 5 & 8 for the year 2017 for L.C. Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

HAYWOOD PRINTING CO., INC. W/ *Lafayette Community Bank* official check is hereby approved by the Board of Commissioners. (#184410 \$5,608.82)

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for PRINTING CLASS 1, 2, 4, 5 & 8 FOR THE YEAR 2017 FOR L C COMMISSIONERS PRICED BY-CLASS and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 21, 2016

GERRY SCHEUB HAYWOOD PRINTING CO., INC.  
MICHAEL REPAY  
KYLE ALLEN, Sr.

Order #51 Agenda #113-129

In the Matter of Board of Commissioners of the County of Lake: Contract renewals for Various Items for the year 2017 in Items #113-129 with regards to Legal Services and Facility Services, etc.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Contract renewals for Various Items for the year 2017 in Items #113-129 with regards to Legal Services and Facility Services, etc. Motion carried.

Order #51 Agenda #113

In the Matter of Board of Commissioners of the County of Lake – Legal Services Agreement with the Law Office of John S. Dull, P.C. for the year 2017 in an amount not to exceed \$44,052.00 payable at the rate of \$3,671.00 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Board of Commissioners of the County of Lake and the Law Office of John S. Dull, P.C. for the year 2017 in an amount not to exceed \$44,052.00 payable at the rate of \$3,671.00 per month. Motion carried.

Order #51 Agenda #114

In the Matter of Board of Commissioners of the County of Lake – Legal Services Agreement with the Law Office of Joseph S. Irak for the year 2017 in an amount not to exceed \$30,747.96 payable at the rate of \$2,562.33 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Board of Commissioners of the County of Lake and the Law Office of Joseph S. Irak for the year 2017 in an amount not to exceed \$30,747.96 payable at the rate of \$2,562.33 per month. Motion carried.

Order #51 Agenda #115

In the Matter of Board of Commissioners of the County of Lake – Legal Services Agreement with Rinzer Williams, III for the year 2017 in an amount not to exceed \$48,000.00 payable at the rate of \$4,000.00 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Board of Commissioners of the County of Lake and Rinzer Williams, III for the year 2017 in an amount not to exceed \$48,000.00 payable at the rate of \$4,000.00 per month. Motion carried.

Order #51 Agenda #116

In the Matter of Board of Commissioners of the County of Lake – Legal Services Agreement with Niquelle Winfrey for the year 2017 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Board of Commissioners of the County of Lake and Niquelle Winfrey for the year 2017 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month. Motion carried.

Order #51 Agenda #117

In the Matter of Board of Commissioners of the County of Lake – Legal Services Agreement with Law Office of John Cantrell for the year 2017 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between the Board of Commissioners of the County of Lake and Law Office of John Cantrell for the year 2017 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month. Motion carried.

Order #51 Agenda #118

In the Matter of Board of Commissioners of the County of Lake – Agreement with Sandi Radoja for the year 2017 in an amount not to exceed \$37,200.00 payable at the rate of \$3,100.00 per month.

Repay made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and Sandi Radoja for the year 2017 in an amount not to exceed \$37,200.00 payable at the rate of \$3,100.00 per month. Motion carried.

## Order #51 Agenda #119

In the Matter of Board of Commissioners of the County of Lake – Agreement with Onyx Electronics for auctioning and sale of Commissioners tax sale certificates for the period of January 1, 2017 to December 31, 2018 in the amount of 8% of the proceeds from Commissioner tax certificate sales plus a flat rate of \$50.00 per redemption plus 2% of proceeds from Commissioners tax certificate sales for software as indicated on page 2 of the agreement plus \$150.00 per hour for programming to be ratified.

Repay made a motion, seconded by Allen, to approve the Agreement between the Board of Commissioners of the County of Lake and Onyx Electronics for auctioning and sale of Commissioners tax sale certificates for the period of January 1, 2017 to December 31, 2018 in the amount of 8% of the proceeds from Commissioner tax certificate sales plus a flat rate of \$50.00 per redemption plus 2% of proceeds from Commissioners tax certificate sales for software as indicated on page 2 of the agreement plus \$150.00 per hour for programming to be ratified. Motion carried.

## Order #51 Agenda #120

In the Matter of Board of Commissioners of the County of Lake – Wastewater Service Agreement with Gertzen Water Management Co. dba Utility Services for Hermit's Lake Lift Stations & Sanitary Collection System in the amount of \$1,890.00 per month.

Repay made a motion, seconded by Allen, to approve the Wastewater Service Agreement between the Board of Commissioners of the County of Lake and Gertzen Water Management Co. dba Utility Services for Hermit's Lake Lift Stations & Sanitary Collection System in the amount of \$1,890.00 per month. Motion carried.

## Order #51 Agenda #121

In the Matter of Board of Commissioners of the County of Lake – Agreement with Development Visions Group, Inc. – DVG, Inc. for Hermits Lake Sanitary Sewer Utility System Project & Operations Management for the year 2017 in the amount of \$2,300.00 per month.

Repay made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and DVG, Inc. for Hermits Lake Sanitary Sewer Utility System Project & Operations Management for the year 2017 in the amount of \$2,300.00 per month. Motion carried.

## Order #51 Agenda #122

In the Matter of Board of Commissioners of the County of Lake – Agreement with Development Visions Group, Inc. – DVG, Inc. for South County Wastewater Systems Services for the year 2017 with regard to Hermits Lake Sanitary Collection System Storm Water Intrusion Mitigation Project Management Services and USACOE South County Wastewater Service Study Continuation in an amount not to exceed \$4,500.00 per month.

Repay made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and Development Visions Group, Inc. – DVG, Inc. for South County Wastewater Systems Services for the year 2017 with regard to Hermits Lake Sanitary Collection System Storm Water Intrusion Mitigation Project Management Services and USACOE South County Wastewater Service Study Continuation in an amount not to exceed \$4,500.00 per month. Motion carried.

## Order #51 Agenda #123

In the Matter of Board of Commissioners of the County of Lake – Facility Services Agreement with Johnson Controls, Inc. for operations for the year 2017 in an amount not to exceed \$497,514.00.

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. for operations for the year 2017 in an amount not to exceed \$497,514.00. Motion carried.

## Order #51 Agenda #124

In the Matter of Board of Commissioners of the County of Lake – Facility Services Agreement with Johnson Controls, Inc. for the Hammond Courthouse for the year 2017 in an amount not to exceed \$21,183.00.

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. for the Hammond Courthouse in an amount not to exceed \$21,183.00. Motion carried.

## Order #51 Agenda #125

In the Matter of Board of Commissioners of the County of Lake – Facility Services Agreement with Johnson Controls, Inc. for Westwind Manor for the year 2017 in an amount not to exceed \$13,820.00.

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. for Westwind Manor in an amount not to exceed \$13,820.00. Motion carried.

## Order #51 Agenda #126

In the Matter of Board of Commissioners of the County of Lake – Facility Services Agreement with Johnson Controls, Inc. for the New Lake County Jail for the year 2017 in an amount not to exceed \$135,660.00.

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. for the New Lake County Jail for the year 2017 in an amount not to exceed \$135,660.00. Motion carried.

## Order #51 Agenda #127

In the Matter of Board of Commissioners of the County of Lake – Facility Services Agreement with Johnson Controls, Inc. for Lake County Juvenile Center for the year 2017 in an amount not to exceed \$115,700.00.

Order #51 Agenda #127 cont'd

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between the Board of Commissioners of the County of Lake and Johnson Controls, Inc. for Lake County Juvenile Center for the year 2017 in an amount not to exceed \$115,700.00. Motion carried.

Order #51 Agenda #128

In the Matter of Board of Commissioners of the County of Lake: Facility Services Agreement with Johnson Controls, Inc. for the Lake County Government Center A, B & C Buildings for the year 2017 in an amount not to exceed \$165,934.00.

Repay made a motion, seconded by Allen, to approve the Facility Services Agreement between Board of Commissioners of the County of Lake and Johnson Controls, Inc. for the Lake County Government Center Buildings A, B & C for the year 2017 in an amount not to exceed \$165,934.00. Motion carried.

Order #51 Agenda #129

In the Matter of Board of Commissioners of the County of Lake/Lake County 911: Computer Software End-User Support Agreement with Spillman Technologies, Inc. for the year 2017 in an amount not to exceed \$488,495.00 to be ratified.

Repay made a motion, seconded by Allen, to approve the Computer Software End-User Support Agreement between Spillman Technologies, Inc. and Board of Commissioners of the County of Lake on behalf of Lake County 911 for the year 2017 in an amount not to exceed \$488,495.00. Motion carried.

Order #52 Agenda #130 A-H

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

Repay made a motion, seconded by Scheub, to make a matter of public record the Continuation Certificates for the following Officials (listed below). Motion carried. (Original Certificates recorded with the Lake County Recorder)

- A. Kyle Allen, Sr. – Commissioner. (Doc. No. 2017-087996)
- B. Michael C. Repay – Commissioner. (Doc. No. 2017-087997)
- C. John Buncich – Lake County Sheriff. (Doc. No. 2017-087998)
- D. Michael B. Brown – Lake County Recorder. (Clerks Office 2016 DEC 28 AM 9 04)
- E. Bernard A. Carter – Lake County Prosecutor. (Doc. No. 2017-087999)
- F. William John Emerson – Lake County Surveyor. (Doc. No. 2017-088000)
- G. Merrilee D. Frey – Lake County Coroner. (Doc. No. 2017-088001)
- H. Jerome A. Prince – Lake County Assessor. (Doc. No. 2017-088002)

Order #53 Agenda #131

In the Matter of Board of Commissioners of the County of Lake: Public Officials Bond for Michael A. Brown, Clerk.

Repay made a motion, seconded by Allen, to accept and make a matter of public record the Public Officials Bond for Michael A. Brown – Lake County Clerk. Motion carried. (Original Public Officials Bond recorded with the Lake County Recorder) (Doc. No. 2017-088003)

Order #54 Agenda #132

In the Matter of Board of Commissioners of the County of Lake: City of Crown Point, Indiana Certificate of Occupancy I.L.P. No. 20160393 for the new Cooperative Extension/Soil and Water Building at 2293 N. Main Street to be made a matter of public record.

Repay made a motion, seconded by Allen, to approve the City of Crown Point, Indiana Certificate of Occupancy I.L.P. No. 20160393 for the new Cooperative Extension/Soil and Water Building at 2293 N. Main Street. Motion carried.

Order #55 Agenda #133

In the Matter of Board of Commissioners of the County of Lake: Resolution to rescind Board of Commissioners Resolution #07-06 concerning hiring authorization.

Repay made a motion, seconded by Allen, to approve the Resolution to rescind Board of Commissioners Resolution #07-06 concerning hiring authorization, Resolution No. 07-06 from the Minutes of June 20, 2007 Commissioners Court. Motion carried.

STATE OF INDIANA            )  
   ) SS:  
 COUNTY OF LAKE            )

BEFORE THE BOARD OF COMMISSIONERS  
 SITTING IN CROWN POINT, INDIANA

RESOLUTION NO. ~~16-29~~  
**RESOLUTION TO RESCIND**  
**BOARD OF COMMISSIONERS RESOLUTION #07-06**  
**CONCERNING HIRING AUTHORIZATION**

The Board of Commissioners hereby rescinds its Resolution #07-06 enacted on June 20, 2007 as indicated in the attached Commissioners' minutes of that date.

This rescission is enacted this 21<sup>st</sup> day of December, 2016

Commissioner Gerry J. Scheub  
 Commissioner Michael Repay  
 Commissioner Kyle W. Allen, Sr.

John Petalas, AUDITOR

Order #56 Agenda #134

In the Matter of Board of Commissioners of the County of Lake: Public Record of Letter from State of Indiana, Office of the Attorney General concerning an interlocal agreement Lake County, City of Gary and the City of Gary Board of Park Commissioners.

Repay made a motion, seconded by Allen, to make a matter of public record the Letter from State of Indiana, Office of the Attorney General concerning an interlocal agreement Lake County, City of Gary and the City of Gary Board of Park Commissioners, letter dated November 22, 2016 stating that it complies with the requirements of Ind. Code 36-1-7-3, and also stated letter serves as evidence of approval. Motion carried.

Order #57 Agenda #135

In the Matter of Board of Commissioners of the County of Lake: Defer action. Proposal from Next Step Motorcycling Academy to rent the parking lot area of the Lake County Government Center in the amount of \$1,000.00 per month.

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

Order #58 Agenda #136

In the Matter of Board of Commissioners of the County of Lake: Public record of Purchasing Public Work Meeting Sign-In Sheet.

Repay made a motion, seconded by Allen, to make a matter of public record the Sign-In Sheet from the Purchasing Public Work Meeting (26 signatures). Motion carried. (SEE FILE MEETING FOLDER "DECEMBER 2016" FOR ORIGINAL)

Order #59 Agenda #137-140

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: Ratify approval and acceptance of proposals from Gariup Construction, Sneed Construction, South County Landscaping, Inc.; Precision Control Systems, Inc. in Items #137-140.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposals for jobs performed by Gariup Construction, Sneed Construction, South County Landscaping, Inc. and Precision Control Systems, Inc. in Items #137A-SS; #138A-B; #139A-E and #140 for various amounts. Motion carried.

Order #59 Agenda #137 A-SS

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: Gariup Construction – Items A-SS.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposals listed in Items A-SS for work performed by **Gariup Construction** as follows. Motion carried.

- A. Floor protection & cleaning in the Prosecutor's Office - \$10,955.74
- B. Floor protection & cleaning in the Prosecutor's Office - \$9,161.33
- C. Second floor men's staff restroom remodel - \$31,025.00
- D. Lake County Government Center Flooring Replacement - \$18,140.10
- E. Fairgrounds Ticket Booth Upgrades - \$10,668.25
- F. Fairgrounds Ticket Booth Upgrades - \$22,499.41
- G. Commissioners Courtroom temporary protection - \$1,577.03
- H. Treasurer's Offices Doors - \$1,859.13
- I. Secure Entrance Building B ceramic Tile - \$2,335.51
- J. Secure Entrance Building B LVT Tile - \$8,292.37
- K. Lake County Government Center Restroom Remodel - \$14,692.85
- L. Lake County Government Center Restroom Remodel - \$1,095.71
- M. Prosecutor's Office carpentry work - \$15,730.87
- N. Prosecutor's Office carpentry work - \$7,225.75
- O. Treasurer's Office ceilings - \$10,722.91
- P. Treasurer's Office ceilings - \$9,732.67
- Q. Treasurer's Office ceilings - \$1,092.74
- R. Treasurer's Office ceilings - \$15,029.42
- S. Treasurer's Office ceilings - \$3,444.14
- T. Fairgrounds concrete overlay - \$143,230.00
- U. Lake County Jail joint repair - \$28,900.00
- V. Government Center 3<sup>rd</sup> Floor Restroom remodel - \$31,025.00
- W. Fairgrounds fencing & evergreens - \$5,648.01
- X. Auditor's Office temporary walls - \$18,106.74
- Y. Commissioners Courtroom ceiling - \$18,386.00
- Z. Government Center demo ceilings women's locker room - \$8,072.76
- AA. Government Center tile women's locker room - \$15,704.68
- BB. Government Center work in women's locker room - \$8,371.70
- CC. Fairgrounds deck construction - \$46,693.06
- DD. Government Center flooring replacement - \$4,892.48
- EE. Government Center dumpsters - \$262.79
- FF. Government Center ceilings men's locker room - \$15,829.07
- GG. Juvenile Center drinking fountains supports - \$2,402.38
- HH. Jail raise counter flashing - \$14,230.25
- II. Government Center anchor picnic tables - \$1,527.22
- JJ. Commissioners Courtroom, Treasurer & Auditor work - \$13,052.89
- KK. Government Center women's locker room - \$4,271.02
- LL. Government Center men's locker room - \$10,761.04

MM. Government Center restroom remodel - \$9,620.42  
NN. Government Center restroom remodel - \$9,879.56  
OO. Treasurer's Office ceilings - \$14,652.89  
PP. Treasurer's Office ceilings - \$19,742.33  
QQ. Treasurer's Office ceilings - \$9,381.06  
RR. Treasurer's Office ceilings \$20,941.03  
SS. Treasurer's Office ceilings \$25,978.54

## Order #59 Agenda #138 A-B

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: Sneed Construction: A. Gary Courthouse strip, clean & wax flooring - \$22,890.00; B. Gary Courthouse women's restroom tile - \$21,729.60.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposals from **Sneed Construction** in Items A-B. Motion carried.

- A. Gary Courthouse strip, clean & wax flooring - \$22,890.00
- B. Gary Courthouse women's restroom tile - \$21,729.60

## Order #59 Agenda #139 A-E

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: South County Landscaping, Inc. proposals in Items A-E.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposals from **South County Landscaping, Inc.** in Items A-E. Motion carried.

- A. Addendum #3 cobblestone from stream to inlet - \$6,427.59
- B. Addendum #5 fire lane access - \$17,395.06
- C. Addendum #1 graded, seeded & netted - \$2,016.91
- D. Addendum #2 repair manhole and drain pipe - \$1,000.00
- E. Two Patio area installations - \$16,451.39

## Order #59 Agenda #140

In the Matter of Board of Commissioners of the County of Lake: PROPOSAL: Precision Control Systems, Inc. for replacement of the fan motor and blade on the unit heater in the Animal Shelter Garage in the amount of \$605.00.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposal from **Precision Control Systems, Inc.** for replacement of the fan motor and blade on the unit heater in the Animal Shelter Garage in the amount of \$605.00. Motion carried.

## Order #60 Agenda #141

In the Matter of Board of Commissioners of the County of Lake: Public record of Builder Risk Policy for the Lake County Cooperative Extension Building.

Repay made a motion, seconded by Allen, to make a matter of public record the Builder Risk Policy for the Lake County Cooperative Extension Building – Harleysville, a Nationwide Insurance Company – prepared for Arthur J. Gallagher & Co. Attn: Miles Shepp. Motion carried.

## Order #61 Agenda #142

In the Matter of Board of Commissioners of the County of Lake: Board of Commissioners of the County of Lake Resolution concerning a Commissioners Tax Sale scheduled for March 14-16, 2017 and a subsequent sale on May 23-25, 2017.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Resolution concerning a Commissioners Tax Sale scheduled for March 14-16, 2017 and a subsequent sale on May 23-25, 2017, including the properties that are attached to the Resolution. Motion carried.



Resolution No. 16-27

WHEREAS, That the Board of Commissioners is the owner of various tax sale certificates acquired after they were not sold at a Lake County Treasurer's Tax Sale; and

WHEREAS, That the Board of Commissioners has identified the certificates that the Board want to offer to sell to the public; and

WHEREAS, That these certificates were identified in accordance with I.C. 6-1.1-24-6.1(a)(1)(A); attached as Exhibit A.

WHEREAS, That in accordance with I.C. 6-1.1-24-6.1(a)(2) the Board of Commissioners will publish notice of the sale in the newspapers in accordance with I.C. 5-3-1; and

WHEREAS, The dates for the sale shall be March 14, 15, and 16, 2017 beginning at 9:00 a.m. at the Lake County Center, 2293 N. Main Street, Crown Point, Indiana in the Sydney Garner Auditorium; and

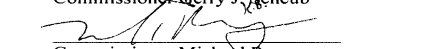
WHEREAS, Any tax sale certificates remaining unsold after March 16, 2017 shall be offered for sale on May 23-25, 2017 beginning at 9:00 a.m. at the Lake County Center, 2293 N. Main Street, Crown Point, Indiana in the Sydney Garner Auditorium; and

WHEREAS, Onyx Electronics, Inc. has a contract with the County to conduct the Commissioners Tax Sale


NOW THEREFORE BE IT RESOLVED that the Board of Commissioners County of Lake confirms that the properties that it will offer for sale by Onyx Electronics, Inc. at the Lake County Government Center, 2293 North Main Street, Crown Point, Indiana, in the Sydney Garner Auditorium are those attached as Exhibit A and the initial sale period will be March 14-16, 2017 with a subsequent sale of any unsold properties on May 23-25, 2017.

This resolution is enacted this 21st day of December, 2016.

  
Commissioner Gerry J. Scheub

  
Commissioner Michael Repay

  
Commissioner Kyle W. Allen, Sr.

Attest:   
John Petalas, Auditor

## Order #62 ADD Agenda #142A

In the Matter of Board of Commissioners of the County of Lake: Legal Notice – Sale of Commissioner Owned Tax Sale Certificates.

Repay made a motion, seconded by Allen, to approve and make a matter of public record the Legal Notice regarding Sale of Commissioner Owned Tax Sale Certificates, to be advertised by Onyx Electronics. Motion carried.

## Order #63 ADD Agenda #143A

In the Matter of Board of Commissioners of the County of Lake: Requests for Property disposal: A. Lake County Prosecutor.

Repay made a motion, seconded by Allen, to approve the request for property disposal for the Lake County Prosecutor Office, each item listed on Official Request Form and approved. Motion carried.

## Order #64 ADD Agenda #143B

In the Matter of Board of Commissioners of the County of Lake: Great Midwest Insurance Company Agreement for the year 2017.

Repay made a motion, seconded by Allen, to approve the Board of Commissioners of the County of Lake Great Midwest Insurance Company, 800 Gessner, Houston, TX 77024, reinsurance contract renewal, Agreement for the policy period January 1, 2017 to December 31, 2017, third party Professional Claims Management, Inc. Motion carried.

## Order #65 ADD Agenda #143C

In the Matter of Board of Commissioners of the County of Lake: Agreement between Helios Consulting, LLC and the Board of Commissioners of the County of Lake for Legislative Consulting Services for the year 2017 in an amount not to exceed \$48,000.00 payable at the rate of \$4,000.00 per month.

Repay made a motion, seconded by Allen, to approve the Agreement between Helios Consulting, LLC and the Board of Commissioners of the County of Lake for work on Legislative Consulting Services for the year 2017 in an amount not to exceed \$48,000.00 payable at the rate of \$4,000.00 per month. Motion carried.

**AGREEMENT BETWEEN THE LAKE COUNTY BOARD OF COMMISSIONERS****AND HELIOS CONSULTING, LLC**

This Agreement is entered into this 21<sup>st</sup> day of **December, 2016**, by and between the Lake County Board of Commissioners (COMMISSIONERS), and Helios Consulting LLC, (CONSULTANT) on the following terms and conditions:

## 1) Scope of Services

The Consultant agrees to provide the following services to the Commissioners:

- Assist in the development of a long-term strategy to advance and protect the Commissioners' interest in state government relations.
- Assist the Commissioners in developing public policy initiatives and legislative strategies for advocating those initiatives before the Indiana General Assembly.
- Represent the Commissioners before any state agency on matters of significance.
- Represent the Commissioners before members of the Indiana State Senate, Indiana House of Representatives, and various State and House committees studying and considering legislation impacting Commissioners.
- Meet regularly with individual members of the Commission, or in the aggregate, in Lake County regarding the status of the Commission's legislative initiatives and other legislation interests to the Commission
- Arrange meetings of Commission members with designated members of the legislative or executive branches of Indiana state government as necessary and requested.
- As requested, assist the Commission with written correspondence with local and state government.
- Be available to meet and discuss pertinent issues with Indiana legislators, their staff and/or representatives of the state administration for the purpose of influencing legislative action and/or administrative action. The performance of such service is commonly defined as "lobbying" under Indiana law.
- Assist with the preparation of all filings to be in compliance with Indiana lobbying laws.

- Undertake such other governmental relations and public affairs assignments as both parties agree are consistent with the terms of this engagement.
- Consultant will report to and be directed by the Lake County Board of Commissioners exclusively.

**2. COMPENSATION**

In consideration for the services to be performed by Consultant, the Commissioners agree to compensate Consultant **Four Thousand Dollars (\$4000.00) per month.**

**3. EXPENSES**

Commissioners agree to reimburse Consultant for all reasonable and necessary expenses incurred in connection with performing services under this Agreement. Expenses shall be incurred and reimbursed at actual cost and invoices for expenses shall be sufficiently detailed. The Commission reserves the right to verify and audit the supporting documentation for such expenses. Under no circumstance shall annual expenses exceed a one month retainer fee without prior written authorization from the Commissioners.

**4. INVOICES AND PAYMENTS**

For all services, fees and expense reimbursements described herein, Consultant shall prepare and submit an invoice to the Commissioners monthly. Invoices are due upon receipt and deemed late after thirty days (30) of receipt. A late fee of 1.5% will be assessed for any invoice 30 days in arrears.

**5. TERMINATION OF SERVICES**

This agreement shall be in effect beginning **January 01, 2017.** Upon sixty days (60) written notice, however, either party may terminate this Agreement for cause.

**6. CHANGE OF CIRCUMSTANCE**

Consultant agrees to promptly inform Commissioners of any change in circumstance or conflict which could reasonably impact Consultant's ability to perform services as outlined in this Agreement.

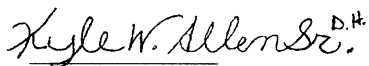
**7. OTHER REPRESENTATION**

Consultant will not represent another client without the consent of the Commissioners, if in applying the customary standards of the profession, Consultant's representation of that client would be reasonably foreseeable to be directly adverse to the Commissioners with respect to the services provided under the agreement with that client; or if Consultant's representation of the Commissioners, under customary standards of the profession, would be reasonably and

forceably limited in a material way by Consultant's responsibilities to such other client or to any other person or entity, or to Consultant's own interest.

Approved this 21<sup>st</sup> day of Dec 2016.

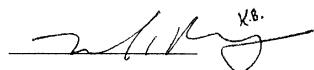
Board of Commissioners  
of the County of Lake



Kyle W. Allen

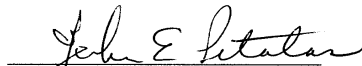


Gerald Scheub



Michael C. Repay

ATTEST:



John Petalas, Lake County Auditor

In the Matter of Board of Commissioners of the County of Lake: Lake County Guide to Calling 9-1-1 to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Lake County Guide to Calling 9-1-1. This Guide can be found on the Lake County Website at: <http://cms.lakecountyin.org/opencms/opencms/permalink/df9be338-adfb-11e5-a5ef-2d53826b70d3.pdf>, advertised 12/18/16. Motion carried.

Order #66 ADD Agenda #143E

In the Matter of Board of Commissioners of the County of Lake: Letter from JMK Catering, Inc. Electing to Terminate the Cafeteria Rental Agreement Effective January 31, 2017 to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Letter dated November 21, 2016 from JMK Catering, Inc., 1529 W. 95<sup>th</sup> Avenue, Crown Point, IN 46307, electing to terminate the Cafeteria Rental Agreement effective January 31, 2017. Motion carried.

Order #67 ADD Agenda #143F

In the Matter of Board of Commissioners of the County of Lake: Pre Qualification from E.C. Babilla, Inc. to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Pre-Qualification submitted by **E.C. Babilla, Inc.** Motion carried.

Order #68 Agenda #145

In the Matter of Review and Approval of the Minutes: A. Special Meeting, Wednesday, November 2, 2016; B. Regular Meeting, Wednesday, November 16, 2016.

Repay made a motion, seconded by Allen, to approve the Minutes of the Special Meeting held Wednesday, November 2, 2016 and Regular Meeting held Wednesday, November 16, 2016. Motion carried.

Order #68 Agenda #146

In the Matter of Lake County Expense Claims to be allowed Wednesday, December 21, 2016.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, December 21, 2016 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

Repay made a motion, seconded by Allen, 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 December 21, 2016. Motion carried.

Order #68 Agenda #147

In the Matter of Lake County Council Ordinances and Resolutions.

Repay made a motion, seconded by Allen, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council (December 13, 2016). Motion carried.

Ordinance No. 1403A	Ordinance Adopting Uniform Internal Control Standards And Materiality Policy For Lake County, Indiana
Ordinance No. 1403B	Lake County Part-Time Employees Pay Rate Ordinance For 2017
Resolution No. 16-94	Resolution Honoring Andean High School Girls Soccer Team, IHSAA Class A State Champions
Resolution No. 16-95	Resolution Honoring Andean High School Senior Hanna Sarosy, IHSAA Girls High School Soccer Class A Mental Attitude Award Winner
Resolution No. 16-96	Resolution Honoring Lake County Commissioner Gerry Scheub
Resolution No. 16-97	Resolution To Approve Temporary Loan of \$1,500,000.00 From The Lake County Parks And Recreation Board's Bond Fund, No. 353, Non-Reverting Self Insurance Fund, NO. 109 And Non-Reverting Land Fund, No. 116, To The Lake County Parks And Recreation Board's Operating Fund, Fund No. 107 And Non-Reverting Operating Fund, No. 117
Resolution No. 16-98	Resolution To Approve Lake County Parks And Recreation Board's Transfer Of \$140,102.26 From Parks & Recreation Fund, Fund No. 107 To County General Fund, Fund No. 001
Resolution No. 16-99	Resolution Permitting The Lake County Commissioners To Pay Outstanding 2013, 2014 And 2015 Invoice/Debts From The 2016 Budget

Order #68 Agenda #148

In the Matter of Service Agreements

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

<b>L C CLERK</b>	<b>W/</b>	Gateway, Inc.
<b>L C CLERK</b>	<b>W/</b>	Imaging Office Systems, Inc.
<b>L C CLERK</b>	<b>W/</b>	Indiana Commission Of Public Records
<b>L C CLERK</b>	<b>W/</b>	Naviant, Inc.
<b>L C COMMISSIONERS</b>	<b>W/</b>	Tri-Electronics
<b>L C CORONER</b>	<b>W/</b>	Absolute Medical Waste, LLC
<b>L C CORONER</b>	<b>W/</b>	Axis Laboratories

<b>L C CORONER</b>	<b>W/</b>	Landauer Inc. Order #68 Agenda #148 cont'd
<b>L C CORONER</b>	<b>W/</b>	Stericycle, Inc.
<b>L C EAST CHICAGO COURTHOUSE</b>	<b>W/</b>	FE Moran Fire Protection
<b>L C EAST CHICAGO COURTHOUSE</b>	<b>W/</b>	S&P Exterminating Services
<b>L C EAST CHICAGO COURTHOUSE</b>	<b>W/</b>	Tri-Electronics
<b>L C ENGINEERS</b>	<b>W/</b>	Ace Exterminating Co, Inc.
<b>L C ENGINEERS</b>	<b>W/</b>	FE Moran Fire Protection
<b>L C ENGINEERS</b>	<b>W/</b>	Forever Green Lawn Care
<b>L C ENGINEERS</b>	<b>W/</b>	Monroe Pest Control
<b>L C GARY COURTHOUSE</b>	<b>W/</b>	Aramark Uniform Services
<b>L C GARY COURTHOUSE</b>	<b>W/</b>	Rochester Midland Corp.
<b>L C GARY COURTHOUSE</b>	<b>W/</b>	S&P Exterminating
<b>L C GARY COURTHOUSE</b>	<b>W/</b>	Tri-Electronics
<b>L C HAMMOND COURTHOUSE</b>	<b>W/</b>	Tri-Electronics
<b>L C JUVENILE COURT/CASA</b>	<b>W/</b>	Records Storage Center, Inc.
<b>L C RECORDER</b>	<b>W/</b>	Ellis Systems Corporation
<b>L C ROSS TOWNSHIP ASSESSOR</b>	<b>W/</b>	Costar Group
<b>L C ST. JOHN TOWNSHIP ASSESSOR</b>	<b>W/</b>	Costar Group
<b>L C SUPERIOR COURT DIV 1</b>	<b>W/</b>	Word Systems
<b>L C SUPERIOR COURT ROOM 3</b>	<b>W/</b>	Word Systems
<b>L C SUPERIOR COURT ROOM 4</b>	<b>W/</b>	Word Systems

Order #68 Agenda #149

In the Matter of Poor Relief Decisions

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

Rashonda Watkins	Denied for appellant's failure to appear
Shardi Hopkins	Approved/partial
Paulina Servah	Approved
Ventrella France	Denied for appellant's failure to appear
Rebecca Contreras	Denied
Wayne Beaver	Denied for appellant's failure to appear
Erica Gaitors	Approved
Robert Montgomery	Denied
Richard Triplett	Approved
Shermaine Shelby	Approved/partial
Gloria Mitchell-Goodwin	Approved/partial
Antoinette Rodgers	Denied
Ricky Clay	Denied
Carmen Cheris	Approved/partial
Shamanda Moncrief	Approved
Lashema Randolph	Denied
Darlene Walker	Denied
Lauren Creighton	Denied for appellant's failure to appear
Darika Armstrong	Denied
Latrece Brooks	Denied
Nikia Moore	Approved
Nicole Jackson	Approved
Teresa Spann	Denied
Hortense Campbell	Denied
Raymond Taval	Denied for appellant's failure to appear
Reginald Rodgers	Denied
Joyce Shaw	Approved
James Leviner	Approved/partial
Darika Armstrong	Denied for appellant's failure to appear
Deborah Smith	Denied
Timothy Shropshire	Denied for appellant's failure to appear
Deborah Smith	Remanded to township for further consideration and review
Robert Knight	Approved
Ronald Ursery	Denied
Melissa Ballard	Denied for appellant's failure to appear
Keith Lasenby	Denied for appellant's failure to appear
Angelenna Young	Denied for appellant's failure to appear
Yvette Reddings	Approved/partial
Brittany Castilliana	Approved/partial
Callie Schneiderwind	Approved

Order #68 Agenda #150

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

Allen made a motion, seconded by Scheub, to approve the log of the Pay Immediate (hand cut) Checks for the month of November 2016, submitted by Auditor's Bookkeeping Department Supervisor. Motion carried.

Order #69 Agenda #151A

In the Matter of Appointments: A. Judicial Nominating Commission-District 1.

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

## Order #70 Agenda #154

In the Matter of Commentary – Board of Commissioners.

Comes now, Commissioner Allen, Sr., with commentary, stating that he has been here (a County Commissioner) since February and it has been a good 10months so far so good, stating "I would like to thank Commissioner Scheub for all his help and advice, thank my staff, administrative assistant Mrs. Darien Hayes, and everyone that works for the Board of Commissioners. Thank you for what you do and we do not take you for granted and Happy Holidays and safe New Year and best wishes extended to everyone present as well as the Citizens of Lake County and their families. Thank you so much".

Comes now, Commissioner Repay, with commentary to his colleague Mr. Scheub, stating, we wouldn't be here without you and we are going to live on dealing with and appreciating the work that you've done and we're going to be better for it and thank you very much for the time we've spent together.

Comes now, Attorney Dull, Commissioners Attorney, with commentary, making some humorous comments., exchanging laughter with those present.

Comes now, Commissioner Scheub, with commentary, first stating, "I would like to thank my secretary, applause, she has been outstanding, she does everything, she has just been so valuable and I can't thank her enough for everything she has done for me.

## Order #71 Agenda #152

In the Matter of Reports – Executive Session items.

Repay made a motion, seconded by Allen, to make a matter of public record the items of Executive Session held November 17<sup>th</sup> 2016, Attorney Dull, adds, we didn't talk about anything that is not in that Notice of Executive Session. Motion carried.

## Order #72 Agenda #155

In the Matter of Commentary – Public.

Comes now, Claudia of Lake County Fairgrounds, spoke, in regards to her relationship with Commissioner Scheub and thanked him for all the years.

Comes now, Paul Carlson of Lake County Fairgrounds, spoke, to Commissioner Scheub, saying he would like to thank him for all his patience he has had over the years with him and Mr. Scheub is admired by many at the Lake County Fairgrounds and he will be missed.

Comes now, Larry Blanchard, spoke, made mention to a most memorable moment between him, as a Former Lake County Councilman, and Commissioner Scheub, stating that was one of his best days in public service.

Comes now, Ken Benich, spoke, shared memories of Commissioner Scheub in his early days as a Referee.

Comes now, Commissioner Scheub, spoke final thank you's, to the Staff and everything they have done for him over the past 20years to make his job better and thanked others who were just outstanding to work with and all that they accomplished at the Fairgrounds, also mentioned, "the new building that is just going up across the parking lot from the Government Center for Purdue Extension & Soil Conservation, is going to be state of the art, every County is going to be envious of those folks having a building like that and it's so much more accessible, so you (the people) must utilize them because they are so good at what they do, beautiful people with strong attitudes. Thanked his colleagues and everybody here that has made his stay here more pleasant a lot of good memories here. Thank you"

The next Board of Commissioners Meeting will be held on Wednesday, January 18, 2017 at 10:00 A.M.

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

The following officials were Present:

Attorney John Dull  
Brenda Koselke

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GERRY SCHEUB, PRESIDENT

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MICHAEL REPAY, COMMISSIONER

---

KYLE ALLEN Sr., COMMISSIONER

ATTEST:

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JOHN E. PETALAS, LAKE COUNTY AUDITOR