

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 11th day of August, 2016 at about 3:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 11th day of August, 2016 at about 3:00 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B w/D-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 #24A – Certificate of Qualification Issued By The Indiana Department Of Transportation On April 13, 2016 For Town & Country Construction, Inc. to be made a matter of public record; Item #24B – Certificate of Qualification Issued By The Indiana Department of Transportation On March 11, 2016 For Dyer Construction Co. To Be Made A Matter of Public Record; Item #52E – Retired Officer Richard E. Graham Service Weapon Request; Item #52F- Agreement Between The Department Of The Army and The Board Of Commissioners Of The County Of Lake For Design And Construction Assistance For The Calumet Township Storm Sewer Improvements Section 219 Environmental Infrastructure Project; Item #52G – Commissioner's Deed Tax ID No.: 45-11-23-351-008.000-036 To Be Ratified; Item #52H – Resolution Honoring The 90+ Members Of The First Baptist Church Of Gary, Indiana; Deletions – Number 28, Number 39, Number 40, Number 41, Number 42, Number 43, Number 44, Number 49B, Number 49C, and ordered same to approve the Final Agenda for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

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

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). Motion carried.

Order #3 Consent Agenda #6A-a

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (ArcelorMittal Indiana Harbor West; Hammond Pest Control; Hillside Funeral Home & Cremation Center; Saco Industries, Inc.; Eckart America Corporation; Fritz Enterprises, Inc.; Maya Energy, LLC; Stericycle, Inc.; Hammond Sanitary District; Lake County Solid Waste Management; Schilling Development; BP Products North America Inc.; Fritz Enterprises, Inc.; BMS Construction, LLC; Harsco Minerals Briquetting, LLC; Family Express Corp #67; Schilling Development; Central Teaming Company, Inc.; Stericycle Environmental Solutions, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Indiana Department of Natural Resources (Christopher B. Burke Engineering, LLC – FW-27457; West Creek, Lake County). Motion carried.

Order #3 Consent Agenda #6A-c

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (Howard's Home Repair LLC; Chicago Sign and Light Company; Delta III, Inc.; Kamin Industries Inc. dba Everdry; Ralph's Heating Service, Inc.; A Denovi Service Inc.; National Electric, LLC; Sterling Construction Corp.; TMI Mechanical, LLC dba Total Mechanical Inc.; Delta III, Inc. (10); Johnson Excavating, Inc.; Performance Mechanical; Industrial Door of Northern Indiana; Green Arbor Landscape Contractors, Inc.; Goodwin Fire Equipment, Inc.; Gordon Food Service, Inc.(2); Ferguson Enterprises, Inc. and Subsidiaries). Motion carried.

Order #3 Consent Agenda #6A-d

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Joshua Wever dba Wever's Tree Service; Concrete Design Studio, LLC; Hks Remodeling and Construction). Motion carried.

Order #3 Consent Agenda #6A-e

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

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Cancellation Notices (Primo Bella Intl, LLLP; Wathco, Inc.; Green Veden, LLC; RGB Construction, LLC; Feller Electrical Contractors Inc.; Autumn Landscaping & Maintenance, Inc.; Future Technologies Venture, LLC; Terra Probe Environmental, Inc.; John Vanek Pure Illumination Inc.; Delta Environmental Consultants, Inc.; Abell Elevator International, Inc.; Service Master DSI; AllAmerican Services; Jerome Grigsby; Installation Specialists, Inc.; Golars, LLC; All-Tech Decorating Co.; Professional Cleaning Co., Inc.; B&E Development LLC; Printwerk Graphics, Mike Bettendbender DBA; Joshua Wever dba Wever's Tree Service; Professional Services, LLC; Metro Environmental Constructors Inc. dba Metro Tank & Pump Company; Concrete Design Studio, LLC; Golars, LLC; Buildrite Construction Corp). Motion carried.

Order #3 Consent Agenda #6A-f

In the Matter of Board of Commissioners of the County of Lake: f. Jimco Sales & Manufacturing, Inc. Bond No. 46BSBHM3454.

Repay made a motion, seconded by Allen, to make a matter of public record the Notices of the IDEM: Jimco Sales & Manufacturing, Inc. Bond No. 46BSBHM3454 (Five thousand dollars (\$5,000) Hartford Casualty Insurance Company). Motion carried.

Order #3 Consent Agenda #6B

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

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

THE WALKER GROUP, LLC
 ALL GONE PEST CONTROL
 INTERSTATE POWER SYSTEMS, INC
 SPORTS UNLIMITED
 HEARTLAND RECOVERY CENTER
 NATIONAL CURRICULUM & TRAINING INSTITUTE
 TAPCO
 BESSE SHIRT & LETTERING ATHLETIC APPAREL, INC.
 CONTROLLED F.O.R.C.E., INC.
 INDIANA SPORTS AND FAMILY MEDICINE
 ABBETT FARM LLC
 PETER J. WALSTRA, INC.
 KIDNEY CARE CENTER MERRILLVILLE
 AES SERVICES
 BOBB AUTO GROUP
 GOVCONNECTION, INC.
 KINGTEC, LLC

Order #3 Consent Agenda #6C

In the Matter of Treasurer's Departmental Report for the month of June, 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 June 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 June 2016 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 06/16/-07/15/16.

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 06/16-07/15/16. 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.

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

Order #4 Agenda #10

In the Matter of Ratify approval of L C Highway – Addendum #1, #2, and #3 to the specification for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek.

Repay made a motion, seconded by Allen, to ratify approval of Addendum #1, #2 and #3 to the specification for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek, on behalf of Highway Department. Motion carried.

Order #5 Agenda #11

In the Matter of Contract for Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek for Highway Department. Letter of Recommendation.

The Board having taken the bids under advisement does hereby accept the recommendation to award **Ellas Construction LLC**, 9137 Elmwood Drive, Munster, IN 46321, with \$658,003.28 for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek, being the lowest and most responsive 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 bids being the most responsive and responsible bids for Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek for the L.C. Highway, having

Order #5 Agenda #11 cont'd

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:

ELLAS CONSTRUCTION W/ *Guarantee Company of North America USA* in the amount of 10% of bid amount 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 REPLACEMENT OF LAKE COUNTY BRIDGE #116 FAIRBANKS STREET OVER TURKEY CREEK \$658,003.28 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: August 17, 2016

GERRY SCHEUB
MICHAEL REPAY
KYLE ALLEN, Sr.

ELLAS CONSTRUCTION CO., LLC

Letter of Recommendation

August 17, 2016

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

ATTN: Gerry Scheub, President

RE: Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek

Honorable Commissioners:

The Lake County Highway Department and Robinson Engineering have reviewed the bids opened at your meeting of Wednesday, July 20, 2016 for the Replacement of Lake County Bridge #116, Fairbanks Street over Turkey Creek. The bids received and opened were as follows:

Ellas Construction Co. LLC	Munster, IN	\$658,003.28
Ellas Construction Co., Inc.	Gary, IN	\$675,112.85
JCI Bridge Group	LaPorte, IN	\$685,124.30
LaPorte Construction Co.	LaPorte, IN	\$688,075.86
Reith-Riley Construction Co.	Gary, IN	\$690,607.97

Please note all of the above Contractors who have submitted bids are Pre Qualified with the Indiana Department of Transportation.

Based upon our review of the bids, the Lake County Highway Department and Robinson Engineering recommends award of the contract to Ellas Construction Company, LLC, of Munster, Indiana the lowest and most responsive bidder in the amount of \$658,003.28.

Respectfully,

Marcus W. Malczewski
Superintendent

MWM: spz

cc: Jill A. Stochel, Assistant Superintendent
Duane Alverson P.E., Engineer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Kyle Allen, Sr./DH
Michael Repay/KB
Gerry Scheub/VD
APPROVED THIS 17th DAY OF August 20 16

Order #6 Agenda #12

In the Matter of SPECIFICATIONS: L C Highway – One (1) New Unused 2016 or newer Side Mount Mower mounted on a 2WD enclosed cab tractor in current production to be advertised. Bids to be returned by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the advertising of the Specifications for Lake County Highway for One (1) New Unused 2016 or newer Side Mount Mower mounted on a 2WD enclosed cab tractor in current production, for the return of bids by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #7 Agenda #13

In the Matter of SPECIFICATIONS: L C Highway – One (1) New Unused 2016 36,000 GVWR Single Axle Truck with snow plow, hydraulic and salt spreader in current production to be advertised. Bids to be returned by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the advertising of the Specifications for Lake County Highway for One (1) New Unused 2016 36,000 GVWR Single Axle Truck with snow plow, hydraulic, and salt spreader in current production, for the return of bids by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #7 Agenda #14

In the Matter of SPECIFICATIONS: L C Highway – One (1) New Unused 2016 58,000 GVWR Tandem Axle Truck with snow plow, hydraulic and salt spreader in current production to be advertised. Bids to be returned by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the advertising of the Specifications for Lake County Highway for One (1) New Unused 2016 or newer Side Mount Mower mounted on a 2WD enclosed cab tractor in current production, for the return of bids by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #8 Agenda #15

In the Matter of SPECIFICATIONS: L C Highway – Intersection Improvements to 109th Avenue and US 41 to be advertised. Bids to be returned by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the advertising of the Specifications for Lake County Highway for Intersection Improvements to 109th Avenue and US 41 for the return of bids by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #9 Agenda #16

In the Matter of Selection of a Consulting Engineering Firm to provide construction inspection services for 109th Avenue & US 41 intersection improvements for L C Highway Department.

Repay made a motion, seconded by Allen, to approve the selection of **Lochmueller Group** as the consulting engineering firm to provide construction inspection services for 109th Avenue & US 41 intersection improvements on behalf of Lake County Highway Department. Motion carried.

Order #10 Agenda #17

In the Matter of Selection of a Consulting Engineering Firm to provide construction inspection services for Calumet Township 41st Avenue Drainage Project for L C Highway Department.

Repay made a motion, seconded by Allen, to approve the selection of **Christopher B. Burke Engineering LTD** as the consulting engineering firm to provide construction inspection services for Calumet Township 41st Avenue Drainage Project for Lake County Highway Department. Motion carried.

Order #11 Agenda #18

In the Matter of Selection of a Consulting Engineering Firm to provide design engineering services for the replacement of Lake County Bridge #264, Hart Street over Hart Ditch for L C Highway Department.

Repay made a motion, seconded by Allen, to approve the selection of **Robinson Engineering** as the consulting engineering firm to provide design-engineering services for the replacement of Lake County Bridge #264, Hart Street over Hart Ditch for Lake County Highway Department. Motion carried.

Order #12 Agenda #19

In the Matter of Selection of a Consulting Engineering Firm to provide design engineering services for the replacement of Lake County Bridge #50, 153rd Avenue over Lake Dalecarlia for L C Highway Department.

Repay made a motion, seconded by Allen, to approve the selection of **Superior Engineering** as the consulting engineering firm to provide design engineering services for the replacement of Lake County Bridge #50, 153rd Avenue over Lake Dalecarlia. Motion carried.

Order #13 Agenda #20

In the Matter of Selection of a Consulting Engineering Firm to provide design engineering services for the replacement of Lake County Bridge #260, Main Street (53rd Avenue) over Hart Ditch for L C Highway Department.

Repay made a motion, seconded by Allen, to approve the selection of **DLZ, Indiana** as the consulting engineering firm to provide design-engineering services for the replacement of Lake County Bridge #260, Main Street (53rd Avenue) over Hart Ditch for Lake County Highway Department. Motion carried.

Order #14 Agenda #21

In the Matter of L C Highway – Agreement with American Structurepoint, Inc. for design engineering services for the Ridge Road Preventive Maintenance Plan Update (Colfax to Grant) in an amount not to exceed \$8,500.00.

Repay made a motion, seconded by Allen, to approve the Agreement between L C Board of Commissioners and American Structurepoint, Inc. on behalf of Lake County Highway Department for design engineering services for the Ridge Road Preventive Maintenance Plan Update (Colfax to Grant) in an amount not to exceed \$8,500.00. Motion carried.
Cont'd.

Order #14 Agenda #21 cont'd

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of August 17, 2016 ("Effective Date") between Lake County, Indiana, Board of Commissioners ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Ridge Road Preventive Maintenance Plan Update ("Project").

Engineer's services under this Agreement are generally identified as follows: as described in Appendix A ("Services").

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: See Schedule in Appendix C. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. **Payment:** As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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Page 1

2.02 Basis of Payment

- A. See Appendix D

2.03 Additional Services: For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. a fee to be negotiated at the time such Additional Services are requested.~~

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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Page 2

Order #14 Agenda #21 cont'd

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.8 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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Page 3

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

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Page 4

Order #14 Agenda #21 cont'd

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. If the Project is constructed, Owner shall require the general contractor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the contractor for the Project.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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 Page 5

Attachments:

- Appendix A, Engineer's Scope of Services
- Appendix B, Owner Responsibilities
- Appendix C, Schedule
- Appendix D, Compensation

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Lake County, Indiana,
 Board of Commissioners

By: *Kyle W. Allen Sr.*
 Title: Kyle W. Allen, Sr.
 Commissioner, 1st District

By: *Gerry Scheub*
 Title: Gerry Scheub
 Commissioner, 2nd District

By: *Michael C. Repay*
 Title: Michael C. Repay
 Commissioner, 3rd District

Engineer: American Structurepoint, Inc.

By: *Eric Wilbur*
 Title: SR. PROJECT MANAGER

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:
Building A, 3rd Floor
2293 North Main Street
Crown Point, Indiana 46307

Address for Engineer's receipt of notices:
Willis R. Conner
7260 Shadeland Station
Indianapolis, Indiana 46256

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 Page 6

Order #14 Agenda #21 cont'd

Appendix "A"

Services by Engineer

- A. The project will include preventive maintenance of the pavement along Ridge Road. The project will begin near the intersection of Ridge Road and Colfax Street and will continue along Ridge Road approximately 3.18 miles to a point of termination near the intersection of Ridge Road and Grant Street.
- B. The Engineer shall prepare final plans as well as final opinions of probable cost for the construction of the road, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' *A Policy on Geometric Design of Highways and Streets*.
- C. Upon completion and final approval of the services by the Owner, the Engineer shall deliver to the Owner the following:
 - 1. One (1) set of final approved contract plans drawn to a suitable scale on standard sheets prepared with the following process: ink on approved ink medium for all sheets
- D. Construction inspection services are part of this Agreement. Detailed scope will be added via a contract amendment at a later date.
- E. The following services are not included in Engineer's scope.
 - 1. Environmental NEPA services
 - 2. Right-of-way engineering and Land Acquisition Services
 - 3. Utility coordination
 - 4. Bid phase services

Appendix "B"

Information and Services to be furnished by Owner

The Owner shall furnish Engineer with the following.

- A. Criteria for design and details
- B. Specifications and standard drawings applicable to the project
- C. Plans of existing storm sewer systems within the project limits, if available
- D. Any stormwater analysis performed for systems existing in or around the project limits
- E. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the project limits
- F. Guarantee of access to enter upon public and private lands as required for the Engineer to perform services under this Agreement.
- G. All legal services as may be required for development of the project
- H. A Owner representative with decision-making authority for inquiries
- I. Payment of all permit and review fees required by agencies having jurisdiction over this project

Order #14 Agenda #21 cont'd

Appendix "C"

Schedule

Plan update shall be completed and delivered to the Owner for review and approval on or before July 31, 2016.
 Schedule for construction inspection services will be determined at a later date.

Appendix "D"

Compensation

A. Amount of Payment

1. The Engineer shall be compensated for services to be performed under this Agreement a total fee not exceed \$8,500 unless approved in writing by the Owner.
2. The Engineer shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed \$8,500 unless approved in writing by the Owner.
 - a. Preventive Maintenance Plan Update \$8,500
3. For construction inspection services, the Engineer will be compensated for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates. Hourly rates are shown below. A not-to-exceed fee will be added at a later date via a contract amendment.

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$250
Project Manager	\$200
Senior Engineer	\$175
Project Engineer	\$140
*Senior Technician	\$135
*Technician	\$95
*Researcher	\$95
*Resident Project Representative	\$120
*Construction Inspector	\$90
*Interns and Co-ops	\$50

*Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.

4. The Engineer shall not be paid for any service performed by the Owner or not required to develop this project.

B. Method of Payment

1. The Engineer may submit a maximum of one invoice voucher per calendar month for services covered under this Agreement. The invoice voucher shall be submitted to the Owner.

 The invoice voucher shall represent the value, to the Owner, of the partially completed services as of the date of the invoice voucher. The Engineer shall attach thereto a summary of each pay item in Section A of this Appendix, percentage completed, and prior payments.
2. The Owner, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the Engineer for rendering such services the fees established above in the following manner:

Order #15 Agenda #22 cont'd

Comes now, Highway Superintendent and Attorney Dull, addressed to the Board, as it relates to the Required Prequalification for any bid for Public Construction, stating that the INDOT compliance Certificate of Qualification is acceptable, Attorney Dull added, that the County passed an Ordinance, the INDOT Ordinance is far more superior and has more checks, so we're accepting the Compliance as ours.

Order #15 Agenda #23

In the Matter of L C Highway - Certificate of Qualification issued by the Indiana Department of Transportation on June 17, 2016 for the period of August 1, 2016 thru July 31, 2017 for Rieth Riley Construction to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Certificate of Qualification issued by the Indiana Department of Transportation on June 17, 2016 for the period of August 1, 2016 thru July 31, 2017 for Rieth Riley Construction for Lake County Highway Department. Motion carried.

Order #15 Agenda #24

In the Matter of L C Highway – Certificate of Qualification issued by the Indiana Department of Transportation on April 11, 2016 for the period of May 1, 2016 to April 30, 2017 for Walsh & Kelly, Inc. to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Certificate of Qualification issued by the Indiana Department of Transportation on April 11, 2016 for the period of May 1, 2016 to April 30, 2017 for Walsh & Kelly, Inc. for Lake County Highway Department. Motion carried.

Order #15 ADD Agenda #24A

In the Matter of L C Highway – Certificate of Qualification issued by the Indiana Department of Transportation on April 13, 2016 for Town & Country Construction, Inc. to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Certificate of Qualification issued by the Indiana Department of Transportation on April 13, 2016 for Town & Country Construction, Inc. for Lake County Highway Department. Motion carried.

Order #15 ADD Agenda #24B

In the Matter of L C Highway – Certificate of Qualification issued by the Indiana Department of Transportation on March 11, 2016 for Dyer Construction Co. to be made a matter of public record.

Repay made a motion, seconded by Allen, to make a matter of public record the Certificate of Qualification issued by the Indiana Department of Transportation on March 11, 2016 for Dyer Construction Co. for Lake County Highway Department. Motion carried.

Order #16 Agenda #7

In the Matter of PROPOSALS: L C Highway – Installation of an asphalt longitudinal joint sealant (LJS) to seal the joints on Ridge Road from Colfax to Grant

This being the day, time and place for the receiving of proposals for the Installation of an asphalt longitudinal joint sealant (LJS) to seal the joints on Ridge Road from Colfax to Grant for the Highway Department, the following proposals were received:

Road Fabrics, Inc.	\$145,751.92
Reith-Riley Construction Co., Inc.	\$203,149.80

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

Order #16 Agenda #8

In the Matter of PROPOSALS: L C Highway – Replacement of the traffic signal detection loops for the Ridge Road Preservation Project from Colfax to Grant.

This being the day, time and place for the receiving of proposals for the Replacement of the traffic signal detection loops for the Ridge Road Preservation Project from Colfax to Grant for the Highway Department, the following proposals were received:

Hawk Enterprises, Inc.	\$21,752.50
Midwestern Electric, Inc.	\$23,081.25

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

Order #16 Agenda #9

In the Matter of PROPOSALS: L C Highway – Maintenance of traffic signage, cones and temporary pavement markings for the Ridge Road Preservation Project from Colfax to Grant.

This being the day, time and place for the receiving of proposals for the Maintenance of traffic signage, cones and temporary pavement markings for the Ridge Road Preservation Project from Colfax to Grant for the Highway Department, the following proposals were received:

Traffic Management Co., Inc.	\$29,059.88
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Repay made a motion, seconded by Allen, to take the proposals under advisement for further tabulation and recommendation. Motion carried.

Order #17 Agenda #25

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 Physician Services for the period of August 1, 2016 to December 31, 2016 in an amount not to exceed \$12,915.00 payable at the rate of \$2,583.00 per month.

Repay made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and Indiana Sports and Family Medicine/Timothy J. Mullally on behalf of Lake County Juvenile Center for Physician Services for the period of August 1, 2016 to December 31, 2016 in an amount not to exceed \$12,915.00 payable at the rate of \$2,583.00 per month. Representative of L C JC present/recommend approval. Motion carried 3-0.

**EMPLOYMENT CONTRACT
LAKE COUNTY JUVENILE CENTER DOCTOR**

This contract is entered into this 17th day of August, 2016, by and between the Board of Commissioners of the County of Lake, hereinafter referred to as Board, and Indiana Sports and Family Medicine/Timothy J. Mullally.

For and in consideration of the promises and covenants contained herein, the parties mutually agree as follows:

1. TERM

The term of this contract is from August 1, 2016 to and including December 31, 2016 unless terminated earlier in accordance with provisions of paragraph "10".

2. EMPLOYMENT

A. The Board hereby employs and agrees to pay Physician, and Physician hereby agrees to serve and function in the capacity of Physician for Lake County Juvenile Center, hereinafter referred to as Center, 3000 West 93rd Avenue, Crown Point, Indiana in accordance with the terms of this agreement.

B. The Physician shall be in attendance at the Center one day each week to render whatever medical services to residents that are required or otherwise indicated under this contract.

3. SALARY

A. The Board shall pay Physician the sum of twelve thousand nine hundred fifteen dollars (\$12,915.00) for services as Physician for the Center. Subject to annual funding by the Fiscal Body.

B. The Board shall pay Physician two thousand five hundred eighty-three dollars (\$2,583.00) per month upon submission of the appropriate forms as required by the State Board of Accounts.

4. SERVICES OF PHYSICIAN

Physician agrees to:

A. Report to the Director of the Lake County Juvenile Center for operational purposes.

B. Examine, treat and issue all standing medical orders for residents residing in the Center.

C. Determine the type of equipment and supplies necessary at the Center for proper treatment and for emergencies.

D. Meet with Director for recorded quarterly updates about health services in the Center.

E. Supervise the general health environment of the Center and make recommendations to Director

1

when unsatisfactory conditions are observed.

5. SPECIAL PROVISIONS

The Board and Director of the Center in accordance with the respective statutory responsibilities agree that the medical care program for residents in the Center will be operated by the Director and the Board in accordance with their respective statutory responsibilities such that the services of the Physician will be effectively and efficiently delivered by:

A. The implementation policies which assure high quality medical care.

B. The provision of adequate equipment to include replacing obsolete equipment with equipment of similar character and utility supplies, secretarial assistance as needed, and office space in the Center. Basic equipment shall include those materials which the Physician deems necessary to provide adequate medical services.

C. The provisions of appropriate, clean space for medical examination of residents.

D. The provision of space for the confidential storage of medical records, separate from confinement records.

E. The implementation of no regulation of the Center which shall involve the Physician in any aspect of the custodial and/or any disciplinary process which is not related to genuine medical concerns, or which would unduly restrict or compromise the medical judgment of the Physician.

6. PRACTICE OF MEDICINE

Nothing in this contract shall prevent Physician from engaging in any medical practice apart from the provision of services under the contract.

7. STANDARD OF CARE

Physician shall perform the services required by this contract in accordance with generally acceptable medical care standards. Physician shall not be liable for any act of commission or omission in the performance of the services under this contract, if such services are performed with reasonable care and in accordance with acceptable standards of medical profession.

8. AMENDMENT

This agreement may be amended only by the execution of a written document covering new provisions.

9. AFFIRMATIVE ACTION

The Physician agrees by the execution of this agreement that in regards to its operation:

A. No person shall on the grounds of race, color, national origin or sex be subject to discrimination.

2

Order #17 Agenda #25 cont'd

Where applicable this nondiscriminatory clause shall be made a part of any agreement, contract or lease between Physician and any organization, corporation, sub-contractor or other legal entity that benefits from the funds paid to Physician by this agreement.

- B. The principles of equal opportunity in employment and in delivery of service apply and the Physician 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 the nondiscrimination provisions of the agreement may be regarded as a material breach of the agreement.

10. **TERMINATION**

- A. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

11. **SOURCE OF FUNDS**

The source of funds for the payment of the services rendered by Physician under this employment contract are those funds within the budget for the operation of the Center under Line Item #001-420000-423120.

12. **CONDITION**

This contract is subject to the availability and appropriation of funds for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners if required. This contract is effective the day and date first indicated above.

13. **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.

3

- 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. **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

4


Order #17 Agenda #25

- (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
- (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
- (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
- (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
19. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.
20. This contract cannot be assigned without the written consent of the County of Lake.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE



GERRY J. SCHEUB



MICHAEL REPAY



KYLE W. ALLEN, SR.

INDIANA SPORTS & FAMILY MEDICINE
11275 DELAWARE PARKWAY
CROWN POINT, IN 46307

(219) 779-8735



TIMOTHY J. MULLALLY

ATTEST:



JOHN PETALAS, LAKE COUNTY AUDITOR

Order #18 Agenda #26

In the Matter of L C Surveyor – Agreement between AES Services, Inc. and the Board of Commissioners of the County of Lake for the period of July 25, 2016 to December 31, 2016 in an amount not to exceed \$35,328.00 payable at the rate of \$63.00 per hour to be ratified.

Repay made a motion, seconded by Allen, to approve the Agreement between AES Services, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor for the period of July 25, 2016 to December 31, 2016 in an amount not to exceed \$35,328.00 payable at the rate of \$63.00 per hour. Motion carried.
(SEE FILE "2016 CONTRACTS" FOR ORIGINAL)

Order #19 Agenda #27

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement Amendment to the Agreement entered into between Michael A. Campbell and the Board of Commissioners of the County of Lake on May 18, 2016 for legal services for the year 2016 amended to be between Schwerd, Fryman & Torrenga, LLP on behalf of Michael A. Campbell.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement Amendment, amended to be between Schwerd, Fryman & Torrenga, LLP on behalf of Michael A. Campbell and the Board of Commissioners of the County of Lake on behalf of the Lake County Public Defender, Conflicts Division for legal services for the year 2016. Motion carried.

Order #19 Agenda #29

In the Matter of L C Public Defender, Conflicts Division – Legal Services Agreement between Mitchell A. Peters and the Board of Commissioners of the County of Lake for Special Public Defender Services for the period of August 8, 2016 to December 31, 2016 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between Mitchell A. Peters and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender, Conflicts Division for Special Public Defender Services for the period of August 8, 2016 to December 31, 2016 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #19 Agenda #30

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 period of August 17, 2016 to December 31, 2016 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour.

Order #19 Agenda #30 cont'd

Repay made a motion, seconded by Allen, to approve the Legal Services Agreement between Lonnie M. Randolph, II 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 period of August 17, 2016 to December 31, 2016 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #20 Agenda #31

In the Matter of RFP: L C Board of Elections and Registration – Moving of the Voting Machines for the November 8, 2016 General Election. Proposals to be returned by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Allen, to approve the seeking of proposals from the following vendors on behalf of Lake County Board of Elections and Registration for the moving of the voting machines for the November 8, 2016 General Election for the return of proposals by Wednesday, September 21, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Ferree Movers On-Time Distribution

Order #21 Agenda #32

In the Matter of L C Assessor – Rescind Agreement for Legal Services with Darnail Lyles, effective August 17, 2016.

Allen made a motion, seconded by Repay, to approve the request to rescind the Legal Services Agreement between Board of Commissioners of the County of Lake and Darnail Lyles on behalf of Lake County Assessor effective August 17, 2016. Motion to rescind carried 3-0.

Order #22 Agenda #33

In the Matter of L C Assessor – Legal Services Agreement between the Walker Law Group, P.C., Tony Walker and the Board of Commissioners of the County of Lake for the period of August 17, 2016 to December 31, 2016 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 Board of Commissioners of the County of Lake and Walker Law Group, P.C., Tony Walker on behalf of Lake County Assessor for the period of August 17, 2016 to December 31, 2016 in an amount not to exceed \$20,000.00 payable at the rate of \$90.00 per hour. Motion carried. (SEE FILE "2016 CONTRACTS" FOR ORIGINAL)

Order #23 Agenda #34

In the Matter of L C Auditor – Legal Services Agreement Amendment to the agreement entered into on November 18, 2015 between John Pangere and the Board of Commissioners of the County of Lake for the year 2016 for an additional \$25,000.00 payable at the rate of \$90.00 per hour.

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

Order #24 Agenda #35

In the Matter of L C Plan Commission – Resolution for Crown Estates.

Repay made a motion, seconded by Allen, to approve the L C Plan Commission – Resolution for Crown Estates. Motion carried.

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Crown Estates

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Hillside Estates.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

Dated 17th DAY OF August, 2016

BOARD OF COMMISSIONERS, COUNTY OF LAKE

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

Order #25 Agenda #36

In the Matter of Board of Commissioners – Commemorating the Admission of Indiana into Statehood in 1816.

Repay made a motion, seconded by Allen, to approve the Commemorative Resolution - Commemorating the Admission of Indiana into Statehood in 1816. Motion carried.
Cont'd.

Order #25 Agenda #36 cont'd

COMMEMORATING THE ADMISSION OF INDIANA INTO STATEHOOD IN 1816

- WHEREAS, The year 2016 is the 200th anniversary of the admission of Indiana on December 11, 2016 as the 19th state of the United States of America;
- WHEREAS, Lake County, Indiana with the approval of the Indiana Bicentennial Commission (IBC) has adopted the legacy project of flying a flag identical to the flag that was flown after Indiana was admitted to the Union;
- WHEREAS, The United States flag design was not changed by Congress as each state was admitted and the first time that Indiana's presence in the union was recognized was in 1818 when the United States Congress authorized a flag with 20 stars;
- WHEREAS, For historical purposes and in commemoration of Indiana's admission to the Union, the 20 star flag will be flown by Lake County, Indiana from August 5, 2016 to December 11, 2016;
- WHEREAS, The retired 1818 model of this 20 star United States flag should be permanently framed and enshrined at the Government Center in Crown Point, Indiana in Building A along with a plaque that states, "This 1818 Flag of the United States of America, the first Flag of the United States to display a star representing Indiana, was flown by the County of Lake and its 19 cities and towns from August 5, 2016 to December 11, 2106 to commemorate the 200th Anniversary of Indiana Statehood."
- NOW THEREFORE, the Board of Commissioners, County of Lake hereby commemorates and honors the admission of Indiana as the 19th State of the United States of America in 1816 as follows:
1. On August 5, 2016 at 12:00 PM a formal hoisting of the 20 star flag will be conducted by a military contingent.
 2. The 20 star flag will remain on the staff of the flagpole east of Building A of the Government Center during the period August 5, 2016 through December 11, 2016.
 3. On December 11, 2016, a formal retiring of the 20 star flag with the appropriate military squad will be conducted at 12:00 PM.
 4. The 20 star flag will be retired to an appropriate permanent exhibit.

DATE THIS 27th DAY OF July, 2016.

[Signature]
 Commissioner Gary J. Scheub, President

[Signature]
 Commissioner Michael P. Kelly, Vice President

[Signature]
 Commissioner Kyle W. Allen, Sr., Member

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
 RATIFIED THIS 17th DAY OF Aug-2016

Order #26 Agenda #37

In the Matter of Board of Commissioners – Agreement, Performance Bond, Payment Bond and Certificate of Liability Insurance between Gariup Construction and the Board of Commissioners of the County of Lake for the Lake County Purdue Extension/Soil & Water Conservation District Project in an amount not to exceed \$2,834,500.00 to be ratified.

Repay made a motion, seconded by Allen, to ratify approval of the Agreement, Performance Bond, Payment Bond and Certificate of Liability Insurance between Gariup Construction and the Board of Commissioners of the County of Lake for the Lake County Purdue Extension/Soil & Water Conservation District Project in an amount not to exceed \$2,834,500.00. Motion carried. (SEE FILE "2016 CONTRACTS" FOR ORIGINAL)

Order #27 Agenda #38

In the Matter of Board of Commissioners – Emergency repairs to the Duplex Pump System in the basement of the Old Lake County Jail due to 8" of flood water throughout the basement. Keough Mechanical Corp. in the amount of \$27,525.00 to be ratified.

Repay made a motion, seconded by Allen, to ratify approval of the Emergency repairs done by **Keough Mechanical Corp**, 6675 Broadway, Merrillville, Indiana 46410, in the amount of \$27,525.00 for repairs to the Duplex Pump System in the basement of the Old Lake County Jail due to 8" of flood water throughout the basement. Motion carried.

Order #28 Agenda #45

In the Matter of Board of Commissioners – Offer from Northwest Indiana Environmental, Inc. to extend their 2016 renovation prices through the year 2017 at the same rate.

Repay made a motion, seconded by Allen, to approve the acceptance of the offer to extend from **Northwest Indiana Environmental**, 660 Morningside Drive, Crown Point, IN 46307, extending their 2016 renovation prices through the year 2017 at the same rate. Motion carried.

Order #28 Agenda #45 cont'd

Northwest Indiana ENVIRONMENTAL INC

Phone: 219.310.8546
Cell: 219.743.9160

660 Morningside Drive • Crown Point, IN 46307

Fax: 219.663.2819
ncritser@nwi-environ.com

August 5, 2016

Robert Rehder, Building Manager
Lake County Government Center
2293 N. Main St.
Crown Point, IN 46307

Dear Mr. Rehder:

We are pleased to be a part of the ongoing renovation at the Lake County Government Center. In looking ahead toward the upcoming renovation schedule, we agree to freeze the 2016 unit prices (linear feet, square feet, and work areas) that the County is paying for the remainder of the project(s)—including any and all projects for 2017.

Work includes, but is not limited to:

- Interior work to access areas for abatement
- All abatement activities
- Mobilization (including containment) and demobilization.
- Respray of required areas
- Painting, taping, drywall repair, and finishing

As always, work will be performed by certified and licensed personnel (when required). NIEI will provide labor, materials, equipment, licensing and insurance.

Respectfully,

Nada Critser
Nada Critser, President
ncritser@nwi-environ.com
219-743-9160

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, D.H.
Kyle W. Allen Sr.
V.P.
[Signature]
APPROVED THIS 17TH DAY OF August 2016



Specializing in Asbestos Abatement and Environmental Services

Order #29 Agenda #46

In the Matter of Board of Commissioners – Offer from Regulatory Compliance Management (RCM) to extend their 2016 asbestos abatement prices through the year 2017 at the same rate.

Repay made a motion, seconded by Allen, to approve the acceptance of the offer to extend from Regulatory Compliance Management (RCM), 5400 East Ave, Countryside, IL 60525-3135, extending their 2016 asbestos abatement prices through the year 2017 at the same rate. Motion carried



August 8, 2016

Bob Rehder
Lake County Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

**Re: Asbestos Abatement Project Management Services
Remaining Asbestos Abatement A & B Buildings**

Dear Mr. Rehder,

Thank you for the opportunity to serve Lake County Commissioners on the abatement of the remaining asbestos in the A & B Buildings. Our intention is to continue to serve Lake County in this capacity for the next phase of the project.

This letter is to confirm that for the remaining phase of this project, RCM's prices will remain the same as listed in our proposal dated October 2, 2015. A copy of that proposal is attached.

Respectfully Submitted,
Regulatory Compliance Management (RCM)

[Signature]
Matt Solatka
Vice President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, D.H.
Kyle W. Allen Sr.
V.P.
[Signature]
APPROVED THIS 17TH DAY OF August 2016

Order #30 Agenda #47

In the Matter of Board of Commissioners – Offer from VAM Labs, Inc. to extend their 2016 asbestos air monitoring service prices through the year 2017 at the same rate.

Repay made a motion, seconded by Allen, to approve the acceptance of the offer to extend from VAM Labs, Inc., 1106 Camellia Drive, Munster, IN 46321, extending their 2016 asbestos air monitoring service prices through the year 2017 at the same rate. Motion carried.

VAM Labs, Inc.

1106 Camellia Drive
Munster, IN 46321
PHONE (219) 670-2912

August 8, 2016

Board of Commissioners
Lake County Indiana
2293 North Main Street
Crown Point, IN 46307

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE, IN.
[Signature]
[Signature]
APPROVED THIS 17TH DAY OF August 2016

Attn: Bob Rehder, Building Manager

**Re: Proposal for Air Monitoring Services
Abatement of Remaining Asbestos in A & B Buildings
Lake County Government Center
Crown Point, Indiana**

Dear Mr. Rehder

Thank you for allowing VAM Labs the opportunity to present the following proposal to lock in the current pricing for Asbestos Air Monitoring Services for the A and B Buildings Asbestos Abatement project at the Lake County Government Complex in Crown Point, Indiana through the rest of calendar year 2016 and all of 2017. VAM Labs proposes to provide the following services:

Senior Manager/Company Principal
Provide general oversight and supervision of air monitoring activities; generate reports; coordinate air monitoring activities with Client, Abatement Project Manager, and Abatement Contractor; attend construction meetings, as necessary; and assist with procurement of abatement bids, if requested.

Air Monitoring Services
Provide one Air Sampling Professional (ASP) or Air Sampling Technician (AST) to conduct air monitoring prior to, during, and at the completion of asbestos abatement activities. Duties of the ASP/AST include background, work area, OSHA personnel exposure, and clearance air sampling. Monitoring shall be performed in accordance with the requirements of OSHA 29 CFR 1926.1101. Provide a written report detailing sampling activities within five (5) working days of individual project completion.

The unit rates for services addressed in this proposal are as follows:

Senior Project Manager/Company Principal	\$125.00/hour
ASP/AST	\$90.00/hour
Clerical	\$40.00/hour

We thank you for the opportunity to present this proposal. If you have any questions or comments regarding this document, please do not hesitate to contact us at (219) 670-2912.

Respectfully,

Dragan Vjestica
Dragan Vjestica
Director

cc:file

Order #31 Agenda #48

In the Matter of Board of Commissioners – Amendment to an Agreement entered into between ICU Court Monitoring, LLC and the Board of Commissioners of the County of Lake on July 20, 2011 and amended on May 21, 2014 for an extension to December 31, 2018 at the current rates.

Repay made a motion, seconded by Allen, to approve the Amendment to an Agreement entered into between ICU Court Monitoring, LLC and the Board of Commissioners of the County of Lake on July 20, 2011 and amended on May 21, 2014 for an extension to December 31, 2018 at the current rates. Motion carried.

AGREEMENT AMENDMENT

This is an Amendment to the Agreement entered into between ICU Court Monitoring, LLC and the Board of Commissioners of the County of Lake on the 20th day of July, 2011 and amended on the 21st day of May, 2014.

This is for an extension to December 31, 2018 at the current rates.

Approved this 17th day of August, 2016

Board of Commissioners
of the County of Lake

Gerry J. Scheub

Michael Repay

Kyle W. Allen, Sr.

Herbert Smith, Jr.

Attested:

John B. Talas,
Lake County Auditor

Order #32 Agenda #49A

In the Matter of Board of Commissioners – Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the period of August 1, 2016 to July 31, 2017 payable as follows: A. 8/1/16 to 7/31/17 – YR 1 - \$19,243.00 payable at the rate of \$1,603.58 per month.

Repay made a motion, seconded by Allen, to approve the Service Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake for the period of August 1, 2016 to July 31, 2017 payable as follows. Motion carried. (SEE FILE "2016 CONTRACTS" FOR COPY)

A. 8/1/16 to 7/31/17 – YR 1 - \$19,243.00 payable at the rate of \$1,603.58 per month.

Order #33 Agenda #50

In the Matter of Board of Commissioners, County of Lake – Agreement between Kenneth A. Ray Justice Services, LLC.

Repay made a motion, seconded by Allen, to approve the Agreement between Board of Commissioners of the County of Lake and Kenneth A. Ray Justice Services, PO Box 1481, Ashland, KY 41105-1482, agreement term from January 1, 2017 to December 31, 2018. Motion carried.

Cont'd.

Order #33 Agenda #50 cont'd

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 17th day of August, 2016 effective by and between **KENNETH A. RAY JUSTICE SERVICES, LLC, PO BOX 1481, ASHLAND, KY 41105-1481**, (4200 Woodhaven Ct, Ashland, Kentucky 41102) (hereinafter "**Consultant**") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of the Lake County Self Insurance Fund (hereinafter "**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 for the Lake County Commissioners.
2. **Term of Agreement.** The term of this agreement shall be from January 1, 2017 to December 31, 2018.
3. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for, and as directed by, the Lake County Commissioners, specifically the Consultant shall:
 - A. Serve as compliance monitor and technical consultant for the Lake County Jail on behalf of, and report to, the Lake County Commissioners, which shall include:
 - Medical Compliance
 - Mental Health Compliance
 - Suicide Prevention Compliance
 - Protection from Harm/Use of Force Compliance
 - Other work as mutually agreed
 - Collaborate with the Lake County Sheriff and/or designee
 - Report to the Lake County Commissioners, individual and as a group, as requested
 - B. Consultant shall include the following detailed information on invoices:
 - I. Indicate date of service.
 - II. Specify activities and work engaged
 - III. Total hours work was performed

4. **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.
5. **Project Consultants.** RJS consultants shall be qualified experts who possess competencies in all aspects of work in which they are involved. Although RJS reserves the right to select these consultants, the following experts are expected to provide expert professional services for the term of this agreement:

Expert	Assignments
Dr. Kenneth A. Ray, DBH, MEd	Behavioral Health, Protection from Harm, other as mutually agreed
Dr. Ronald Shansky, MD, MPH	Medical and other as mutually agreed

6. **Compensation.** The County agrees to pay consultant, Dr. Kenneth A. Ray, a sum not to exceed \$128,000 per year for the term of this agreement for the professional services rendered. The Consultant shall be responsible for all costs associated with subcontracts, i.e. Dr. Ronald M. Shansky.
7. **Changes.** The County may, from time-to-time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
9. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
10. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete all work with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. Consultant understands that he/she reports work activities, progress, and accomplishments primarily to the Lake County Commissioners.
11. **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.
12. **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.

Order #33 Agenda #50 cont'd

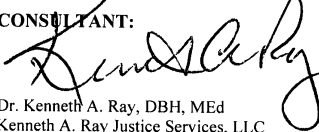
- 13. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 14. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
- 15. **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.
- 16. **Personnel.** The Consultant represents that he has, or will secure at consultant's expense, all qualified 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.
- 17. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment 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).
 - C. 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.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the County in respect to such breach or default.

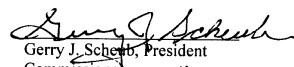
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract, or lease between the Consultant and any organization, corporation, subcontractor, or other legal entity that benefits from the funds paid to the Consultant by this agreement.
- 18. **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; and
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
- 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/or 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 the Consultant.
- 20. **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.

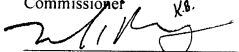
<p>BOARD OF COMMISSIONERS County of Lake 2293 North Main Street Crown Point, Indiana 46407 Ph: (219) 755-3200 Email: koselbl@lakecountyin.org rosek4101@yahoo.com</p>	<p>KENNETH A. RAY, JUSTICE SERVICES, LLC P.O BOX 1481 ASHLAND, KY 41105-1481 Email: ken@rjsjusticeservices.com</p>
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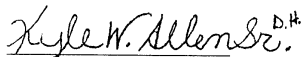
Order #33 Agenda #50 cont'd

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE:

CONSULTANT:

Dr. Kenneth A. Ray, DBH, MEd
Kenneth A. Ray Justice Services, LLC


Gerry J. Scheib, President
Commissioner


Michael Repay, Vice President
Commissioner


Kyle W. Allen, Sr., Member
Commissioner

Attest: 
John Petalas, Lake County Auditor

Order #34 Agenda #51

In the Matter of Board of Commissioners – Proposal from Alliance Coatings, LLC for taping and finishing drywall in the final section of the Treasurer's Office - \$3,274.79 to be ratified.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposal from **Alliance Coatings, LLC**, 8300 Broadway, Merrillville, IN 46410, for taping and finishing drywall in the final section of the Treasurer's Office in the amount of \$3,274.79, estimate dated 8/7/2016. Motion carried.

Order #35 Agenda #52 A-D

In the Matter of Board of Commissioners – Proposals from Northwest Indiana Environmental, Inc. for: A. Tile removal and repair work in the Treasure's cage - \$7,500.00 to be ratified; B. Repair work in Auditor's Office Phase 1 Project - \$6,000.00 to be ratified; C. Construct a tunnel for public access from Auditor's Office Phase 1 to Auditor's Office Phase 2 - \$8,500.00 to be ratified; D. Removal and disposal of {R}ACM's in second floor hall - \$72,600.00 to be ratified.

Repay made a motion, seconded by Allen, to ratify approval of the acceptance of the proposal from **Northwest Indiana Environmental, Inc.**, 660 Morningside Drive, Crown Point, IN 46307, for the work performed in the amounts listed below. Motion carried.

- A. Tile removal and repair work in the Treasure's cage - \$7,500.00
- B. Repair work in Auditor's Office Phase 1 Project - \$6,000.00
- C. Construct a tunnel for public access from Auditor's Office Phase 1 to Auditor's Office Phase 2 - \$8,500.00
- D. Removal and disposal of {R}ACM's in second floor hall - \$72,600.00.

Order #36 ADD Agenda #52E

In the Matter of Board of Commissioners – Retired Officer Richard E. Graham Service Weapon request.

Repay made a motion, seconded by Allen, to approve the release of a service weapon to Retired Officer Mr. Richard E. Graham, whom retired in good standing with Sheriff's Department August 12, 2016, serving the Citizens of Lake County, Indiana Honorable throughout his extensive Law Enforcement Career for many years, as so stated in letter of recommendation signed by Sheriff Buncich. Motion carried.

Order #37 ADD Agenda #52F

In the Matter of Board of Commissioners – Agreement between The Department of the Army and the Board of Commissioners of the County of Lake for design and construction assistance for the Calumet Township Storm Sewer Improvements Section 219 Environmental Infrastructure Project.

Repay made a motion, seconded by Allen, to ratify approval of the Agreement between The Department of the Army and the Board of Commissioners of the County of Lake for design and construction assistance for the Calumet Township Storm Sewer Improvements Section 219 Environmental Infrastructure Project. Motion carried. (SEE FILE "2016 CONTRACTS" FOR COPY)

Order #38 ADD Agenda #52G

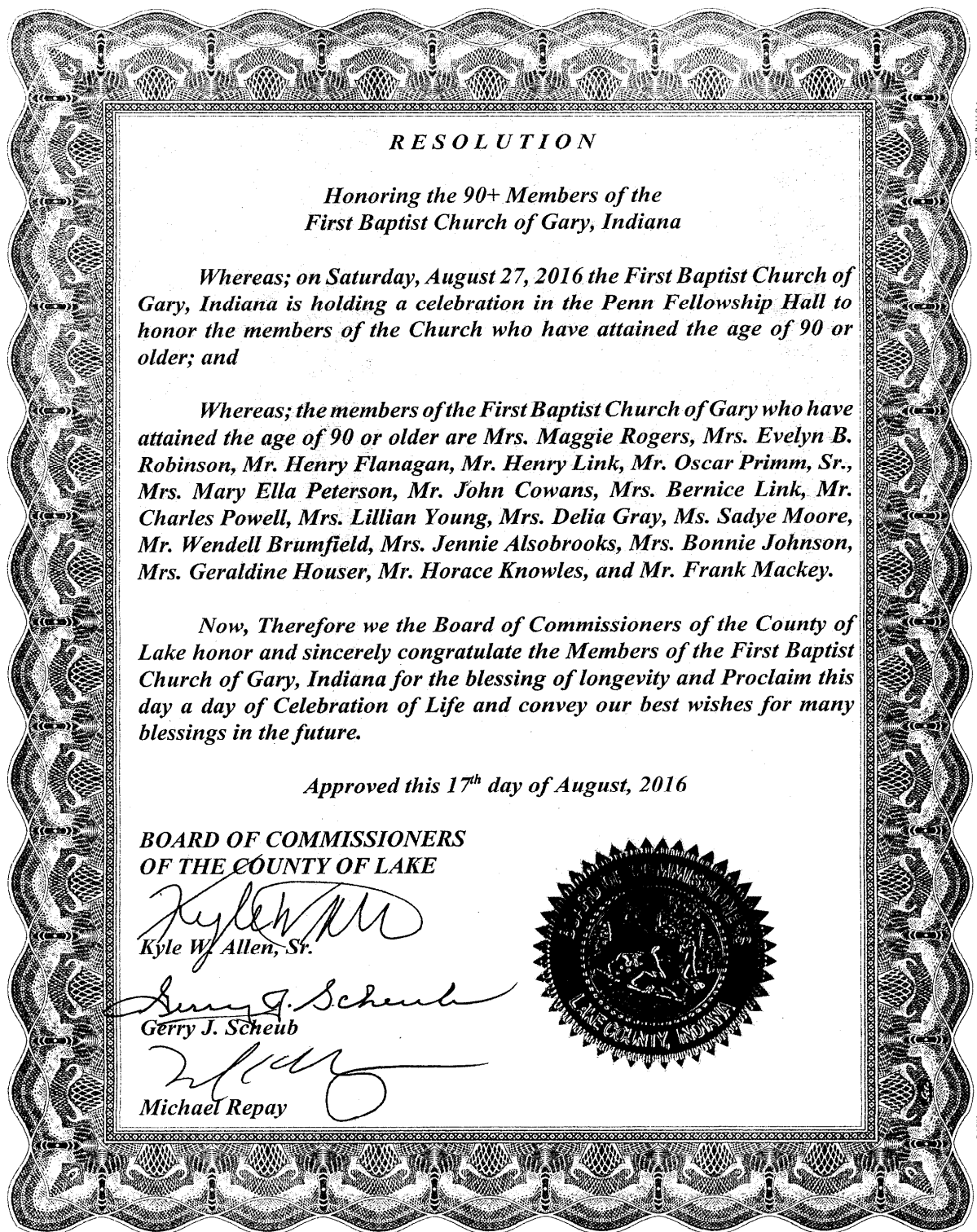
In the Matter of Board of Commissioners – Commissioner’s Deed Tax ID No.: 45-11-23-351-008.000-036 to be ratified.

Repay made a motion, seconded by Allen, to approve Commissioner’s Deed prepared by Attorney Joseph Irak for Tax ID No. 45-11-23-351-008.000-036, Lake County, by and through its Board of Commissioners, County of Lake, State of Indiana conveys and warrants to Schererville Heights Homeowners Association, Inc. Motion carried.

Order #39 ADD Agenda #52H

In the Matter of Board of Commissioners – Resolution Honoring The 90+ Members of the First Baptist Church of Gary, Indiana.

Comes now, Commissioner Allen, Sr., for acknowledgment of the Commissioner’s Honorary Resolution to The 90+ Members of the First Baptist Church of Gary, Indiana, honoring those members over age90 where the church has a Ceremony honoring these members also, Allen made a motion, seconded by Repay, to ratify and accept Resolution, Resolution No. 2016-14. Motion carried.



Order #40 Agenda #53A

In the Matter of Review and Approval of the Minutes of Regular Meeting, Wednesday, July 20, 2016.

Repay made a motion, seconded by Allen, to approve the Minutes of the Regular Meeting held Wednesday, July 20, 2016. Motion carried.

Order #41 Agenda #54

In the Matter of Lake County Expense Claims to be allowed Wednesday, August 17, 2016.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, August 17, 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 August, 2016. Motion carried.

Order #41 Agenda #55

In the Matter of Lake County Council Ordinances and Resolutions.

Allen made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council at their August 9, 2016 meeting. Motion carried.

Ordinance No. 1389C-12	-	Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Salary Increases
Ordinance No. 1399A	-	Ordinance Approving An Additional Appropriation By The Crown Point Community Library From It's Rainy Day Fund, Fund Number 910, Pursuant To I.C. 6-1.1-18-5, In The Sum Of \$450,000.00
Ordinance No. 1399B	-	Ordinance Approving The Funding Of Capital Improvement Projects and Land Acquisition By The Lake County Board Of Park And Recreation Through The Issuance And Sale Of General Obligation Bonds, And Other Matters Connected Therewith
Resolution No. 16-79	-	Resolution In Support Of September As Prostate Cancer Awareness Month
Resolution No. 16-80	-	Resolution Proclaiming September As Childhood Cancer Awareness Month
Resolution No. 16-81	-	Resolution Permitting The Lake County Commissioners To Pay An Outstanding 2015 E-911 Invoice/Debt From The 2016 Budget
Resolution No. 16-82	-	Resolution Permitting The Lake County Commissioners To Pay An Outstanding 2015 E-911 Invoice/Debt From The 2016 Budget
Resolution No. 16-83	-	Resolution Permitting The Lake County Commissioners To Pay An Outstanding 2015 E-911 Invoice/Debt From The 2016 Budget

Order #41 Agenda #56

In the Matter of Service Agreements.

None.

Order #41 Agenda #57

In the Matter of Poor Relief Decisions.

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

Steven Trey	Approved
Shardi Hopkins	Approved/partial
Tina Richardson	Denied for appellant's failure to appear
Adrina Tolbert	Denied for appellant's failure to appear
Janice Martin	Approved/partial
Frank Ulmar	Approved
Jennifer Taylor	Denied
Margaret Leviner	Approved/partial
Nathan Perry	Denied for appellant's failure to appear
Juanda McFarland	Remanded to township for further consideration and review
Tiffany Sturgis	Approved
Glenda Johnson	Remanded to township for further consideration and review
Collie Schneiderwined	Denied
Martha Johnson	Approved/partial
Raynett Seatt	Denied
Nikiya Sanders	Approved/partial
Canadian Neal	Approved/partial
Jori Carless	Denied for appellant's failure to appear
Pamela Edge	Approved/partial
Shamica Hood	Denied
Margaret Leviner	Denied for appellant's failure to appear
Diane Poer	Denied for appellant's failure to appear
Larry Robinson	Remanded to township for further consideration and review
Tearia Smith	Denied
Amanda Nolen	Approved
Pamela Crowder	Approved
Juanae Joshua	Denied
Tarita Deberry	Denied for appellant's failure to appear
Shakita Taylor	Denied
Felicia Thomas	Approved/partial
Mari Putraw	Remanded to township for further consideration and review
Artenice Johnson	Denied for appellant's failure to appear
Sunceray James	Denied for appellant's failure to appear
Shirley Johnson	Remanded to township for further consideration and review
Joellyn Shelhart	Approved on condition
Kidah Shackelford	Approved
Treshay Hemphill	Approved
Spencer Patterson	Denied for appellant's failure to appear
Donald Harrison	Approved on condition
Kwame Ray	Approved/partial
Tiffany Sturgis	Remanded to township for further consideration and review
Jori Carless	Remanded to township for further consideration and review
Shirley Johnson	Remanded to township for further consideration and review
Laquita Jackson	Approved/partial
Marshenna Milton	Remanded to township for further consideration and review
Arlene Duncan	Approved/partial
Floyd Jones	Denied for appellant's failure to appear
Katherine Britzman	Denied for appellant's failure to appear

Order #41 Agenda #57 cont'd

Martha Johnson	Remanded to township for further consideration and review
Brandi Pittman	Denied for appellant's failure to appear
Chauntesse Williams	Approved/partial
Virginia Hamilton	Approved/partial
Juanae Joshua	Remanded to township for further consideration and review
Yolanda Anderson	Approved/partial
Rosie Slusher	Approved/partial
Gabrielle Lee	Approved
William Clayborn	Approved
Dominic Trotter	Denied for appellant's failure to appear
Elizabeth Guerrero	Denied for appellant's failure to appear
Lorral McGee	Denied for appellant's failure to appear
Kimberly Davis	Denied for appellant's failure to appear
Mary Spurlock	Approved on condition

Order #41 Agenda #58A

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

Scheub made a motion, seconded by Allen, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of July 2016, from Auditor's Bookkeeping Dept. Supervisor. Motion carried.

Order #42 Agenda #59A

In the Matter of Appointments: A. Certificate of Appointment from appointment made at the July 20, 2016 Commissioners meeting to be made a matter of public record.

Allen made a motion, seconded by Scheub, to make a matter of public record the Certificate of Appointment from appointment made at the July 20, 2016 Commissioners meeting (David Heard as Board Member of the Merit System Board, exp. July 19, 2017). Motion carried.

Order #43 Agenda #62

In the Matter of Commentary – Board of Commissioners: Attorney, Legal Opinion.

Comes now, Attorney Dull, with commentary, giving legal opinion, regarding a County Ordinance saying you can't put up political signs, etc. for so many days, stating, "in my legal opinion, there so wrong that that Ordinance is illegal under the constitution, I was asked by the Election Board what my opinion was and it was given to Michelle (Director of Lake county Board of Elections and Registration), and it will be put in an email". Repay suggested we ask the Lake County Council to rescind the Ordinance, Dull/Scheub, responded yes.

The next Board of Commissioners Meeting will be held on Wednesday, September 21, 2016 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
Marcus Malczewski

GERRY SCHEUB, PRESIDENT

MICHAEL REPAY, COMMISSIONER

KYLE ALLEN Sr., COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR