

The Board met in due form with the following members present: Gerry Scheub and Michael Repay. They passed the following orders, to wit:

There was a moment of silent prayer and those present were asked to include in their moment of silent prayer the Memory of Dolly Millender and Health Department Administrator/Asst Esther Hoshaw and our Lake County Commissioner, 1<sup>st</sup> District, Mr. Roosevelt Allen, Jr., whom passed away peacefully on the morning of January 9, 2016, Commissioner Allen, Jr. will be solemnly missed; 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 14<sup>th</sup> day of January, 2016 at about 11:35 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14<sup>th</sup> day of January, 2016 at about 11:35 a.m.

Order #1 Agenda #5

In the Matter of Reorganization of the Board.

Repay made a motion to nominate Commissioner Scheub as President of the Board for the year 2016, Scheub made a seconded to the nomination, therefore Commissioner Scheub is President for 2016. Motion carried 2-0.

Scheub made a motion to nominate Commissioner Repay as Vice-President of the Board for the year 2016, Repay made a seconded to the nomination, therefore Commissioner Repay is Vice-President for 2016. Motion carried 2-0.

Order #2 Agenda #6B-6D-6E

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting.

Repay made a motion, seconded by Scheub, to approve the Additions, Item #53B – CardioTech, LLC proposal for CPR/AED Training; Item #53C – Assignment of Cincinnati Insurance Company Bond Proceeds to Manual Gonzalez regarding work performed at 3804 Main Street, East Chicago, Indiana; Item #53D – Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for the Hermits Lake Wastewater Utility System Operation and Maintenance Management for the year 2016 in the amount of \$1,900.00 per month and an amount not to exceed \$5,000.00 Plus a 10% Overhead Charge for Minor Services and Consumables; Item #53E – Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for Hermits Lake Wastewater Plant Demolition and Decommissioning, Hermits Lake WWTP Polishing Pond to Flow Equalization Basin #2 Conversion, Hermits Lake Collection System Preliminary Inflow and Infiltration Analysis, and South Lake County USACOE Wastewater Service Study For The Year 2016 in an amount not to exceed \$54,000.00 Payable At The Rate Of \$4,500.00 Per Month; Corrections – none; Deletions – Number 26 and Number 49, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried 2-0.

Order #3 Agenda #6A

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

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

Order #4

Acknowledgement –

Comes now, Commissioner Scheub, with acknowledgements, as it relates to our 1<sup>st</sup> District Commissioner Allen, Jr. which of whom passed away, giving fond remarks and delicate memories of Roosevelt Allen, Jr., asking for a moment before we start, and reflecting how special Commissioner Allen and stating that was one kind type of person, who diligently served Lake County and served with a passion, and served with honesty, it's very hard to just.....Scheub, reflected back to him speaking at the Funeral of Mr. Allen, and stating that we're going to miss dearly, and its hard and a shame and you have to go on, but in short, we'll miss him.

Comes now, Commissioner Repay, continuing with an acknowledgment of Commissioner Allen, Jr. also, stating that one of the many testaments of Roosevelt Allen whether you knew him as public or private whether he was talking to constituents or whether he was talking to a reporter, by enlarge he was the same guy and the same temperament and the same attitude and the same love for his community and love for his constituents and Repay also added, "that besides all that, he was pretty darn funny and some people may not have realized that but that was one thing I was surprised to learn was that he had a sense of humor", ended by saying, "definitely, solely missed".....

Cont'd.

Order #5 Agenda #8

In the Matter of Commissioners Resolutions – Resolution Honoring Annie Ostojic Samueli Foundation Prize Winner.

Comes now, Commissioner Scheub presenting the Commissioners Resolution to Annie Ostojic, present with parents, Honoring Annie Ostojic Samueli Foundation Prize Winner, Repay made a motion, seconded by Scheub, to approve. Motion carried 2-0.

**RESOLUTION**  
**Honoring**  
**Annie Ostojic**  
**Samueli Foundation Prize Winner**

*Whereas; Annie Ostojic is a 13 year old student attending Munster High School in Munster, Indiana; and*

*Whereas; Annie Ostojic participated in the Broadcom Masters 2015 National Middle School STEM Competition in San Francisco, California; and*

*Whereas; Annie Ostojic worked for two years to improve the design of the traditional microwave oven in an effort to cook food more evenly to eliminate cold spots in prepared food; and*

*Whereas; Annie Ostojic won the \$25,000.00 Samueli Foundation Prize for her project on microwave design, STEM knowledge and ability to collaborate, inspire and motivate others as a natural leader.*

*Now, Therefore be it Resolved that the Board of Commissioners of the County of Lake honor and sincerely congratulate Annie Ostojic for her many great achievements and convey our best wishes for her future endeavors in the field of Science.*

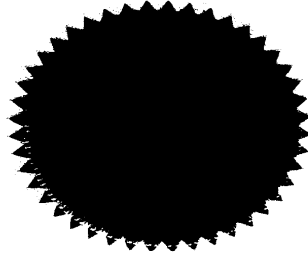
*Approved this 20<sup>th</sup> day of January, 2016*

**BOARD OF COMMISSIONERS  
OF THE COUNTY OF LAKE**

*Gerry J. Scheub*  
Gerry J. Scheub

*Roosevelt Allen, Jr.*  
Roosevelt Allen, Jr.

*Michael Repay*  
Michael Repay



## Order #5 Agenda #9

In the Matter of Commissioners Resolutions – Resolution Honoring Robert J. Nickovich CEO Lake County Indiana Parks and Recreation Department.

Comes now, Commissioner Repay presenting the Commissioners Resolution Honoring Mr. Robert J. Nickovich, present/spoke, CEO Lake County Indiana Parks and Recreation Department, Repay made a motion, seconded by Scheub, to approve. Motion carried 2-0.



## Order #6 Consent Agenda

In the Matter of Consent Agenda: Items #7A a-h; #7B; #7C.

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Items of the Consent Agenda (Items #7A a-h; #7B; #7C). Motion carried 2-0.

## Order #6 Consent Agenda #7A-a

In the Matter of IDEM: Indiana Department of Environmental Management.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Town of St. John; Ellendale Farm, Ltd.; Tradebe Treatment and Recycling, LLC; Cargill, Inc.; Hamms Lake Development; Hoist Litruck Manufacturing Inc.; Hammond Expander Plant Div of Hammond Group Inc.; Saco Industries, Inc.; Buckeye Terminals; Buckeye Terminals, LLC; Mid-Continent Coal & Coke Company; South Shore Slag, LLC; Petro Mart; NPDES (National Pollutant Discharge Elimination System) – Hermits Lake Wastewater Treatment Plant). Motion carried 2-0.

## Order #6 Consent Agenda #7A-b

In the Matter of IDEM: Certificates of Liability Insurance.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Certificates of Liability Insurance (Indiana-American Water Company, Inc.; Per Mar Security Service/Midwest Alarm Services, Inc.; Smith & Sons Excavating Inc.; Quality Carpets & Floors, Inc.; Austgen Equipment, Inc.; Ideal Heating Air Conditioning & Refrigeration Inc.;

## Order #6 Consent Agenda #7A-b cont'd

Northwest Indiana Community Action Corp.; United Vision Logistics/UVL Acquisition Holding, LLC; USA Fire Protection, Inc.; AA Yes! Plumbing, Inc.; Boyd Construction Co., Inc.; TAG dba SII; Gariup Construction Co., Inc.; The Pangere Corporation; Small's Garden Center & Department 9 Gifts, Inc.; Metro Excavating Corp.; NWI Electric; Ryan Fireprotection Inc.; Quality Carpets & Floors, Inc.; Risch Construction, Inc.; Tippmann Construction, LLC; Rafferty Construction, Inc.; Dunning Electrical Services, Inc.; Mid American Gunite; Wilcox Environmental Engineering, Inc.; Wilcox Environmental Engineering, Inc.; Current Electric, Inc.; DLZ Indiana, LLC; Gatlin Plumbing & Heating, Inc.; Gariup Construction Co., Inc.; VCNA Prairie, Inc.; United Consulting; Motorola Solutions, Inc.). Motion carried 2-0.

## Order #6 Consent Agenda #7A-c

In the Matter of IDEM: Continuation Certificates

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Continuation Certificates (Cat Scale Company; Palos Electric Company, Inc.; DMK Development Group, LLC; Trimco, Inc.; Austin Electric CBA Morris, Inc. dba; Sound Incorporated; American Backflow Prevention, Inc.). Motion carried 2-0.

## Order #6 Consent Agenda #7A-d

In the Matter of IDEM: Reinstatement Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Reinstatement Notices (Home Mobility Solutions, Inc.; Allstate Tower Co., Inc.; Majey Concrete, Inc.; Northwest Geothermal, Inc.; Joliet Steel & Construction, Inc.). Motion carried 2-0.

## Order #6 Consent Agenda #7A-e

In the Matter of IDEM: Cancellation Notices.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Cancellation Notices (All Services Electric and Design LLC; Mr. David's Flooring International LLC; Badger Daylighting Corp.; Midwest Dock Solutions; Anchor Construction, LLC; Home Mobility Solutions, Inc.; Premier Design & Build Group LLC; Executive Plastering Co.; Peak of Manteno Inc.; L&M Decorating LLC; Broadway Glass; Arctic Engineering Co., Inc.; K&S Automatic Sprinklers Inc.; Terry Adams, Inc.; Vital Signs USA, Inc.; Pro Edge Painting Company, LLC; Viasant, LLC; Carters Vinyl and Leather Repair; Joliet Steel & Construction, Inc.; BMW Construction Inc.; Evan's Tree Care, LLC; Total Service Telecom Inc.; ASI; Shear Force Excavating Inc.). Motion carried 2-0.

## Order #6 Consent Agenda #7A-f

In the Matter of IDEM: License and Permit Bonds.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: License and Permit Bonds (RF Installations, LLC/Bond No. 022052002/\$5,000.00/October 22, 2015; Interstate Roofing and Maintenance, Inc./Bond 32S492113/\$5,000.00/January 7, 2016; F.E. Moran, Inc. Fire Protection of Northern IL/Bond No. 6687091/\$5,000.00). Motion carried 2-0.

## Order #6 Consent Agenda #7A-g

In the Matter of IDEM: Merrillville Board of Zoning Appeals Notice of Public Hearing (2).

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Merrillville Board of Zoning Appeals Notice of Public Hearing (2) (January 27, 2016 6:30p.m. Merrillville Municipal Complex re: Arte Emmanoilidis /American Brake and Muffler & Christian Rath/Living Hope Church). Motion carried 2-0.

## Order #6 Consent Agenda #7A-h

In the Matter of IDEM: Loss Prevention Report.

Repay made a motion, seconded by Scheub, to make a matter of public record the Notices of the IDEM: Loss Prevention Report (The Hartford Steam Boiler Inspection and Insurance Company; - Boilers and Pressure Vessels inspections; Service Date: November 24, 2015; Location: L C G C). Motion carried 2-0.

## Order #6 Consent Agenda #7B

In the Matter of Vendor Qualification Affidavits

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

X-SOFT, INC.  
CARDIOTECH, LLC  
WEALING BROTHERS, LLC  
VOIANCE LANGUAGE SERVICES, LLC  
ELIZABETH STANLEY DBA COTTON COTTAGE QUILTS  
NORTHLAKE AUTO RECYCLERS, INC.  
METRASENS, INC.  
SUPERIOR ENGINE SERVICE, INC.

## Order #6 Consent Agenda #7C

In the Matter of Treasurer's Departmental Report for the month of November, 2015.

Comes now, Peggy Katona, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of November 2015. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Repay made a motion, seconded by Scheub, to accept the above Treasurer's Report of November 2015 as submitted. Motion carried 2-0.

## Order #7 Agenda #34

In the Matter of L C Coroner – Proposal from Jesse Bob Harper Productions, Inc. for the creation of a public service announcement focusing on heroin abuse and overdose deaths in Lake County in an amount not to exceed \$8,250.00 to be paid for by Lake County HIDTA.

Repay made a motion, seconded by Scheub, to approve the acceptance of the proposal from Jesse Bob Harper Productions, Inc. on behalf of the Lake County Coroner in an amount not to exceed \$8,250.00, to be paid for by Lake County HIDTA, for the creation of a public service announcement, focusing on heroin abuse and overdose deaths, in Lake County. Motion carried 2-0.

## Order #8 Agenda #10

In the Matter of L C 911 – License Agreement between the Little Calumet River Basin Development Commission and the Board of Commissioners of the County of Lake for the construction, maintenance and operation of a radio communications tower and associated buildings on parcel no. 45-08-20-151-002.000-003, 3499 Chase St., Gary, Indiana 46408 in the amount of \$1.00 per year.

Repay made a motion, seconded by Scheub, to approve the L C 911 – License Agreement between the Little Calumet River Basin Development Commission and the Board of Commissioners of the County of Lake for the construction, maintenance and operation of a radio communications tower and associated buildings on parcel no. 45-08-20-151-002.000-003, 3499 Chase St., Gary, Indiana 46408 in the amount of \$1.00 per year. Motion carried 2-0.

## Order #9 Agenda #11

In the Matter of L C 911 – Agreement between Verizon Wireless and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of January 5, 2015 to December 31, 2017 in the amount of \$10,200.00.

Repay made a motion, seconded by Scheub, to approve the Agreement between Verizon Wireless and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of January 5, 2015 to December 31, 2017 in the amount of \$10,200.00. Motion carried 2-0.

## Order #10 Agenda #12

In the Matter of L C 911 – Agreement between Voiance and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for Phone Interpretation Support in over 200 Languages in the amount of .75 cents per minute.

Repay made a motion, seconded by Scheub, to approve the Agreement between Voiance and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for Phone Interpretation Support in over 200 Languages in the amount of .75 cents per minute. Brian Hitchcock present, recommend approval. Motion carried 2-0.

## Order #11 Agenda #13

In the Matter of L C Highway – Specifications for the year 2016 for the following to be advertised: A. Bituminous Materials and Surface Milling (Delivered and Applied); B. Bituminous Materials (Picked Up); C. Bituminous Materials for Roadway Patching, Bridge Deck and Approach; D. Concrete Curb and Gutter Removal and Replacement; E. Hot-In-Place Recycling; F. Seal Coat (Chip and Seal). Bids to be returned by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the Specifications for the Lake County Highway Department for the year 2016 for the following for the return of bids by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

- A. Bituminous Materials and Surface Milling (Delivered and Applied)
- B. Bituminous Materials (Picked Up)
- C. Bituminous Materials for Roadway Patching, Bridge Deck and Approach
- D. Concrete Curb and Gutter Removal and Replacement
- E. Hot-In-Place Recycling
- F. Seal Coat (Chip and Seal)

## Order #12 Agenda #14

In the Matter of L C Highway – Contract for Street Lighting and Management and Maintenance for the year 2016. Letter of recommendation to Midwestern Electric, Inc. in an amount not to exceed \$14,852.40 to be ratified.

The Board having previously taken the proposals under advisement does hereby accept the recommendation to award **Midwestern Electric, Inc.** with \$14,852.40, being the lowest and most responsive bidder, for street lighting and management and maintenance for the year 2016 for the Lake County Highway Department, upon a motion made by Repay, seconded by Scheub. Highway Superintendent present, recommend approval. Motion carried 2-0.

## Order #13 Agenda #15

In the Matter of L C Highway – Contract for Traffic Signal Monitoring and Maintenance for the year 2016. Letter of recommendation to Midwestern Electric, Inc. in an amount not to exceed \$14,196.00 to be ratified.

The Board having previously taken the proposals under advisement does hereby accept the recommendation to award **Midwestern Electric, Inc.** with \$14,196.00, being the lowest and most responsive bidder, for Traffic Signal Monitoring and Maintenance for the year 2016 for the Lake County Highway Department, upon a motion made by Repay, seconded by Scheub. Highway Superintendent present, recommend approval. Motion carried 2-0.

## Order #14 Agenda #16

In the Matter of L C Highway – Contract for 2016 Fire Alarm and Fire Sprinkler Services. Letter of recommendation to Johnson Controls in the amount of \$2,170.00 for the Crown Point Facility and \$1,799.00 for the Lowell Facility to be ratified.

The Board having previously taken the proposals under advisement does hereby accept the recommendation to award **Johnson Controls** the contract for 2016 Fire Alarm and Fire Sprinkler Services for the Crown Point and Lowell Facilities in the

## Order #14 Agenda #16 cont'd

amount of \$2,170.00 for the Crown Point Facility and \$1,799.00 for the Lowell Facility for the Lake County Highway Department, upon a motion made by Repay, seconded by Scheub. Highway Engineer present, recommend approval. Motion carried 2-0.

## Order #15 Agenda #17

In the Matter of L C Highway – Agreement between Ellas Construction Company, Inc. and the Board of Commissioners of the County of Lake for the Replacement of Lake County Bridge #221, State Line Road over Williams Ditch in an amount not to exceed \$607,753.26 to be ratified.

Repay made a motion, seconded by Scheub, to ratify approval of the Agreement between Ellas Construction Company, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the Replacement of Lake County Bridge #221, State Line Road over Williams Ditch in an amount not to exceed \$607,753.26. Highway Superintendent present, recommend approval. Motion carried 2-0.

## Order #16 Agenda #18

In the Matter of L C Highway – Contract for Traffic Signs and Accessories for the year 2016 under advisement. Letter of recommendation to Hall Signs, Inc. in the amount of \$74,221.60.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Hall Signs, Inc.** with \$74,221.60, being the second lowest bidder but the most responsive bidder, for Traffic Signs and Accessories for the year 2016 for the Lake County Highway Department, upon a motion made by Repay, seconded by Scheub. Highway Superintendent present, recommend approval. Motion carried 2-0.

## Order #17 Agenda #19

In the Matter of L C Highway – Amendment No. 4 to the Agreement entered into on May 17, 2000 between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake for 45<sup>th</sup> Avenue Phase IIB, Chase Street to Whitcomb Street in the amount of \$23,500.00.

Repay made a motion, seconded by Scheub, to approve Amendment No. 4 to the Agreement entered into on May 17, 2000 between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for 45<sup>th</sup> Avenue Phase IIB, Chase Street to Whitcomb Street in the amount of \$23,500.00. Highway Engineer present, recommend approval. Motion carried 2-0.

## Order #18 Agenda #20

In the Matter of L C Highway – Market estimates for the acquisition of additional property needed for the replacement of Lake County Bridge #240, Hohman Avenue over Grand Calumet in the amount of \$10,975.00.

Repay made a motion, seconded by Scheub, to approve the acquisition of additional property needed for the replacement of Lake County Bridge #240, Hohman Avenue over Grand Calumet in the amount of \$10,975.00. Highway Engineer present, recommend approval. Motion carried 2-0.

## Order #19 Agenda #21

In the Matter of L C Sheriff – Proposals: Undercover Police Vehicles.

This being the day, time and place for the receiving of proposals for Undercover Police Vehicles for the Lake County Sheriff's Department, the following proposals were received:

Paul Heuring Motors, Inc.        \$120,887.26

Upon the opening of the proposal, by Attorney Irak, Repay made a motion, seconded by Scheub, to accept the proposal submitted by **Paul Heuring Motors, Inc.** for Police Undercover Vehicles in the amount of \$120,887.26, upon final review and acceptance by Lake County Sheriff. Motion carried 2-0.

## Order #20 Agenda #22

In the Matter of L C Sheriff – Specification: Fourteen (14) more or less 2016 full size four-door sedans with factory police pursuit packages to be advertised. Bids to be returned by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the advertising of the Specifications for Fourteen (14) more or less 2016 full size four-door sedans with factory police pursuit packages for the Lake County Sheriff's Department for the return of bids by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor Office. Motion carried 2-0.

## Order #21 Agenda #23

In the Matter of L C Sheriff – Agreement between Professional Claims Management and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the administration of the repricing of medical claims for the jail inmates for the year 2016 in an amount not to exceed \$10,050.00 payable in the amount of \$837.50 per month.

Repay made a motion, seconded by Scheub, to approve the Agreement between Professional Claims Management and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff for the administration of the repricing of medical claims for the jail inmates for the year 2016 in an amount not to exceed \$10,050.00 payable in the amount of \$837.50 per month. Motion carried.

## Order #22 Agenda #47

In the Matter of L C B.O.C. – Indiana Inmate Medicaid Contract.

Comes now, Attorney Bushemi and Lake County Sheriff, before the Board of Commissioners, regarding the Indiana Inmate Medicaid Contract, for further explanation of the benefit this Contract will have on the County and L C Jail, Sheriff Buncich states that there was a Law passed, went into effect September 2015, House Bill 1269, that requires the Sheriff of each County to register every inmate held thirty (30) days or more for Medicaid, the Sheriff states he has been meeting with the major medical provider of Methodist Southlake Campus, etc. and now comes Attorney Bushemi, referencing the Agreement/Contract, giving an example that in 2015 the Jail had twenty-seven (27) inmates that became in-patients in Methodist Hospital under the old Law the County paid 100% of the bills for those in-patient stays for those Jail-inmates, under this new Law the County's responsibility will be reduced to between 0 and 33 percent per the approval of this Contract and the Sheriff has his Staff meet (yesterday) with the Methodist Hospital Registration Officials to go over the procedure that Methodist Hospital will use to enroll the Jail-inmates when they are brought to the Hospital for in-patient stays, so that they become eligible for Medicaid and that is precisely the method starting this year, the County will realize hundreds and thousands of savings.

Repay made a motion, seconded by Scheub, to approve the Indiana Inmate Medicaid Contract. Motion carried 2-0.

**CONTRACT**  
**ELECTION TO PARTICIPATE IN ADDITIONAL HEALTH COVERAGE OPPORTUNITIES**  
**BETWEEN**  
**INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION,**  
**AND COUNTY EXECUTIVE of Lake County**  
**EDS NUMBER: MD29-6-45-16-LF-1222**

This CONTRACT entered into by and between the **Indiana Family and Social Services Administration** ("FSSA") or ("State") and the **County Executive of Lake County** ("County"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows.

Adult and juvenile offenders ("offenders") may be eligible for Medicaid coverage as offered through the FSSA's programs while receiving inpatient services delivered at a Medicaid approved facility during incarceration, and upon release or discharge. The intent of the parties is to make applicable health coverage available to offenders eligible to receive such coverage for inpatient services during the period of the offenders' incarceration and upon the offenders' release and to outline the COUNTY's responsibilities for reimbursing FSSA the state share of Medicaid costs incurred under this CONTRACT.

**I. PURPOSE**

During the 2015 legislative session, the General Assembly passed HEA 1269, which authorized FSSA and an interested county to enter into an agreement for purposes of making Medicaid available to cover eligible offenders who are incarcerated and to help coordinate benefits coverage for offenders transitioning to civilian life. However, such agreement must take the form of a contract. The purpose of this CONTRACT is to implement those requirements and outline the division of responsibilities between FSSA and COUNTY to carry out the terms therein.

This CONTRACT covers two scenarios: 1) FSSA makes coverage available to eligible offenders for inpatient services and the county reimburses FSSA in the amount of the State share; and 2) the COUNTY assists offenders whose period of incarceration is ending to apply for Medicaid, including HIP 2.0.

The terms and conditions addressed in this CONTRACT are meant to be uniform and consistent among all counties that choose to participate in the health coverage opportunities afforded by this CONTRACT. COUNTY understands that it would be administratively cumbersome for FSSA to negotiate a different contract with each of the State's counties. As a result, COUNTY understands that this CONTRACT is a standard document that will not be negotiated or modified. Counties choosing to receive additional health coverage opportunities outlined in this CONTRACT must agree to the terms as they are set forth herein.

**II. AUTHORITIES AND DEFINITIONS**

The following authorities and definitions are hereby incorporated into this CONTRACT.

## Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

- A. 42 U.S.C. § 1396d(a)(29)(A) prohibits Medicaid payments for services provided to an inmate in a public institution. However, Medicaid funding is available for medical services provided by an enrolled Medicaid provider to an eligible inmate not in a prison setting who becomes an inpatient in a medical setting. *See also* 42 C.F.R. § 435.1009(a)(1).
- B. 42 C.F.R. § 435.1010 defines a "Public Institution" as "an institution that is the responsibility of a governmental unit or over which a governmental unit exercises administrative control."
- C. 42 C.F.R. 435.1009 provides that a public institution does not include the following: medical institution, intermediate care facility, a publicly operated community residence serving no more than 16 residents, or a child care institution.
- D. 42 C.F.R. 435.1010 defines "Medical Institution" as an institution that meets all of the following:
- is organized to provide medical care, including nursing and convalescent care;
  - has the necessary professional personnel equipment, and facilities to manage the medical, nursing, and other health needs of patients on a continuing basis in accordance with accepted standards;
  - is authorized under State law to provide medical care; and
  - is staffed by professional personnel who are responsible to the institution for professional medical and nursing services. The services must include adequate and continual medical care and supervision by a physician; registered nurse or licensed practical nurse supervision and services and nurses' aid services, sufficient to meet the nursing care needs; and a physician's guidance on the professional aspects of operating the institution.
- E. IC 12-15-44.2 and IC 12-15-44.5 expanded Medicaid coverage to certain adult populations whose income is at or below 138% of the federal poverty level ("HIP 2.0"). *See also* 405 IAC 10. Such individuals, once determined eligible, cannot receive retroactive coverage. However, such individuals, if determined presumptively eligible, may receive immediate coverage for a specified period of time at a Medical Institution that is also qualified to provide such designations. *See* 405 IAC 10-4-11. Such individuals must subsequently submit an application in order to be enrolled in Medicaid, including HIP 2.0.
- F. IC 12-15-2-20 provides that an individual convicted of fraud under IC 35-43-5 or legend drug deception under IC 35-43-10 related to the application of or receipt of Medicaid is ineligible to receive Medicaid assistance for various periods of time depending on the number of repeat offenses. Medicaid coverage for such individuals is subject to the eligibility rules and restrictions as set forth in 42 CFR § 435 *et seq.*, IC 12-15-2, and IC 35-43-10.
- G. Effective July 1, 2015, HEA 1269 amended various provisions of the Indiana Code as follows:
- Defined an inmate as an individual "subject to lawful detention" by the COUNTY. IC 36-2-13-19(a)(1). The term "offender" as used in this CONTRACT shall refer to such individuals.

Page 2 of 13

MD29-6-45-16-LF-1222

- The COUNTY shall submit a Medicaid application on behalf of an offender whenever the offender incurs non-reimbursable medical expenses during an inpatient hospital visit, is unwilling to pay for the inmate's healthcare services, and is potentially eligible for Medicaid. *See* IC 36-2-13-19(a).
  - Beginning September 1, 2015, for offenders incarcerated for thirty (30) days or longer, the COUNTY shall assist the offender in applying for Medicaid or other benefits on the healthcare exchange within a sufficient amount of time before the offender is released from the COUNTY jail. The COUNTY shall act as the offender's Authorized Representative ("A/R") or health navigator for purposes of this section. *See* IC 11-12-5-9(c) and (d).
  - Beginning September 1, 2015, for offenders incarcerated for less than thirty (30) days, the COUNTY may assist the offender in applying for Medicaid and act as the offender's A/R so that the offender may be reviewed for eligibility for coverage on or before the offender's release. IC 11-12-5-9(b).
  - The FSSA shall recognize an entity contracted by the COUNTY to perform the Medicaid application function on behalf of the offender as the offender's A/R where applicable. IC 11-12-5-9(e).
  - Once FSSA determines an offender to be eligible for public assistance, the agency shall immediately suspend the person's Medicaid status until such time as the offender is released. *See* IC 11-12-5-9(e).
  - COUNTY shall reimburse FSSA any administrative costs including the state share of costs incurred on behalf of the offender under the terms outlined in IC 36-2-13-19(c) and (e).
- H. 7 C.F.R. 273.1(b)(7) outlines the individuals ineligible for Supplemental Nutrition Assistance Program ("SNAP") benefits. Federal law prohibits SNAP benefits to anyone with a felony conviction.

**III. CONSIDERATION**

The consideration for this CONTRACT is the mutual assurances and covenants set forth herein. However, both FSSA and COUNTY will incur costs in order to implement the terms of this CONTRACT.

**IV. COSTS**

The Parties understand that for eligible offenders, FSSA will pay the cost of the covered Medicaid inpatient services and shall seek reimbursement from the COUNTY in the amount of the State share as provided under this CONTRACT. FSSA shall not be responsible for covering Medicaid inpatient services provided to ineligible offenders or for those whose presumptive eligibility application and determination are not properly completed.

**A. State share of Medicaid payments provided on behalf of offenders eligible for Medicaid**

1. The cost of the Medicaid inpatient services provided to eligible offenders will be covered with Federal funding based on the Federal Medical Assistance Percentages ("FMAP") rate

Page 3 of 13



## Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

effective during the period in which the service is delivered and State funding, which is also referred to as the State match or SMAP.

2. FSSA agrees to provide the State match using funds from its appropriation for inpatient services provided to eligible offenders under this section. COUNTY agrees to reimburse FSSA in the amount of the State match.
3. The FSSA will provide COUNTY with expenditure reports, along with SMAP estimate, of the amount the COUNTY will reimburse FSSA, on or near the quarter end dates of the applicable year as follows during the term of this CONTRACT:
  - January 15
  - April 15
  - July 15
  - October 15
4. These reports will cover all expenditures FSSA incurred on behalf of the COUNTY for services rendered during the period of this CONTRACT.
5. On a quarterly basis, and within 15 days of the receipt of the expenditure report and invoice from the FSSA Office of Medicaid Policy and Planning, ("OMPP") the COUNTY shall submit payment to FSSA for the State match owed for services provided to the COUNTY on behalf of Medicaid recipients. The payment should be made payable to the State of Indiana and sent to the below address along with a copy of the invoice previously provided to the COUNTY.
 

FSSA Claim Repayment  
P.O. Box 621007  
Indianapolis, IN 46262-1007

Any payment received beyond the date specified in this section shall be subject to interest in accordance with IC 5-17-5.
6. FSSA will not contribute any funds to cover the SMAP amount if the COUNTY determines that the funding needed to provide the SMAP amount is unavailable. Should an evaluation of financial strength indicate an ongoing concern, designated liaisons should proactively work together for resolution. If a resolution cannot be reached in accordance with section VII prior to the depletion of the COUNTY funding, FSSA may take necessary steps to recoup funds owed and consider terminating this CONTRACT.
7. FSSA will identify any changes in the applicable federal medical assistance percentage (FMAP) in the state share estimate it provides to COUNTY under section IV.B.3.
8. FSSA will make eligibility determinations for the offenders based on the information submitted by the offender or the offender's A/R. As such, FSSA shall be primarily responsible for addressing overpayment determinations by the Federal government. COUNTY agrees to cooperate with FSSA in providing documentation to address an

Page 4 of 13

MD29-6-45-16-LF-1222

overpayment determination upon FSSA's request. Determination for financial liability will be made between parties as disallowances occur and payment made as necessary.

9. COUNTY will be responsible for any costs associated with any safety training required for FSSA staff who may visit a COUNTY facility to assist an offender as outlined in this CONTRACT.
10. COUNTY will be responsible for reimbursing FSSA for any costs associated with claims paid by FSSA for health care services subsequently deemed not covered by Medicaid.

**B. Financial records and inspections**

1. Both parties agree to maintain a proper accounting of expenditures under this CONTRACT including in their respective books, records, or documents.
2. Either party agrees to provide all audits, monitoring reports, documentation, and records related to the administration of funds under this CONTRACT upon request of the other.
3. COUNTY agrees to cooperate and provide all requested support to the OMPP in all audits conducted by an authorized state or federal entity, including but not limited to the Indiana State Board of Accounts and Health and Human Services Office of the Inspector General.

**V. DUTIES OF THE PARTIES**

The parties agree to the following responsibilities:

**A. Duties regarding incarcerated offenders****1. COUNTY agrees to:**

- i. Identify offenders potentially eligible for Indiana Health Coverage Programs such as Medicaid and HIP 2.0 and assist such individuals and inpatient facilities as applicable with completing the necessary applications for those benefits and for presumptive eligibility upon inpatient admission of an offender if needed. Pursuant to HEA 1269, SECTION 2, the COUNTY shall be the offender's A/R. COUNTY shall permit an offender to revoke this designation of authority. A party revoking an A/R must submit a written statement to DFR.
- ii. Submit an application for health coverage within sixty (60) days of an application for presumptive eligibility for any offender receiving presumptive eligibility health coverage.
- iii. Include all necessary/requested verifications and medical records required to establish eligibility for the assistance. FSSA will contact the A/R or the offender if additional documentation is required.
- iv. Transfer funds on a quarterly basis to FSSA to cover the Medicaid State match on all Medicaid expenditures paid for services provided to offenders.

Page 5 of 13

## Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

- v. Provide program information on a quarterly basis to FSSA regarding the number of offenders having inpatient stays and other data upon request so that FSSA can monitor and evaluate this program.
- vi. Submit monthly reports to FSSA providing a list of all currently incarcerated offenders who are enrolled in the Medicaid program.
- vii. Notify DFR of the incarceration of any offender who is a Medicaid recipient, if known.
- viii. Notify DFR of the hospitalization of any offender who is enrolled in the Medicaid program. Such notice may be satisfied when completing the Presumptive Eligibility process.
- ix. Provide the required information on each inmate requiring hospitalization to complete the Presumptive Eligibility process upon admission to a medical institution.

**2. FSSA agrees to:**

- i. Provide all necessary assistance to COUNTY staff to convey information needed to carry out its responsibilities under this CONTRACT including training on how to complete all necessary forms for public assistance.
- ii. Process the offender's submitted application and all requested documentation. FSSA will mail the appropriate correspondence (i.e. Medicaid card, approval letter, request for additional information, or denial letter) to the appropriate addresses as provided on the application and to the appropriate A/R.
- iii. Provide quarterly reports to COUNTY including total Medicaid expenditures paid for offenders during the specific quarter and the State match owed on those expenditures based on the current FMAP percentage.
- iv. FSSA cannot make SNAP or TANF benefits available to offenders. As such, FSSA shall not process a SNAP or TANF application unless the individual is eligible for such benefits under State or Federal law.

**B. Duties regarding offenders whose incarceration is ending****1. COUNTY agrees to:**

- i. Within 45 days prior to an offender's release, discharge, or transfer from a Public Institution, COUNTY shall:
  - a. Submit an application for health coverage for any offenders considered by COUNTY to be potentially eligible for Medicaid or for HIP 2.0 coverage.
  - b. For offenders who are Aged or Disabled, screen for other forms of public assistance and submit applications, including initiating an application to the Social Security Administration for offenders who are eligible to receive coverage as Aged or Disabled.
  - c. Notify FSSA of the offender's impending release date.

Page 6 of 13

MD29-6-45-16-LF-1222

- d. Notify FSSA of the date of revocation of COUNTY's A/R status for the offender.
- ii. In some circumstances, the offender may need to obtain Medicaid coverage via presumptive eligibility upon release or discharge. In such situations, an entity qualified to make such determinations may need information in the possession of COUNTY. When appropriate, COUNTY will provide the information necessary for the entity to make the presumptive eligibility determination on behalf of a released offender.
- iii. Maintain the original application documentation in the offender's release portfolio and provide this information to the offender upon release. Instruct the offender to take this paperwork to the local DFR office at the time of the offender's scheduled appointment, if necessary. COUNTY will notify FSSA of any change in the offender's release date.
- iv. If it becomes necessary for FSSA staff to travel to the COUNTY facility, provide appropriate safety and security training to FSSA staff who would need to be on-site assisting offenders with completing the application documentation.
- v. Not to interfere with an offender applicant's right to file an appeal of an FSSA determination under this section. COUNTY may assist with any offender appeal to the extent legally required, or may file an appeal on behalf of the offender as an A/R.

**2. FSSA agrees to:**

- i. Where necessary, schedule a phone interview with the offender and/or A/R to receive information necessary to begin processing the offender's application for Medicaid benefits (for the aged and disabled categories) upon receipt of the notice under section V.B.1.i. of this CONTRACT. This phone interview may include both the potentially eligible offender and the appropriate COUNTY staff where authorized to participate.
- ii. Process applications within the federally required timeframes, provide notices to the applicant or the A/R, and provide "pending verification checklists" requesting missing information from the applicant or the A/R, as applicable, in a timely manner.
- iii. FSSA shall cease routine correspondence with COUNTY as the A/R after the date that COUNTY or the Offender revokes the A/R status by notifying DFR in accordance with the notice provided under V.B.1.i.c. of this CONTRACT.

**VI. TERM AND TERMINATION**

This CONTRACT shall become effective on the date of the last signature and terminate five years from the effective date, unless earlier terminated pursuant to this section. Parties may renew this CONTRACT under the same terms and conditions, subject to the approval of the Director of the State Budget Agency. The term of the renewed CONTRACT may not be longer than five (5) years. Any renewal of this CONTRACT shall be made in writing.

Page 7 of 13

## Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support the continuation of performance of this CONTRACT, the CONTRACT shall be canceled. A determination by the Director of the State Budget Agency that funds are not available to support continuation of performance shall be final and conclusive.

Either party may terminate this CONTRACT as follows:

- A. The parties fail to resolve a dispute following the dispute resolution procedures in Section VII of this CONTRACT. This CONTRACT may be terminated in whole or in part under this subdivision immediately upon the service of written notice to the other party.
- B. Either party decides that termination is in the best interest of the terminating agency. A party terminating this CONTRACT under this subdivision must provide written notice to the other party 30 days in advance of terminating the CONTRACT.
- C. All written notices required under this section shall state the reasons for termination.

**VII. DISPUTE RESOLUTION**

To ensure that problems and issues arising under this CONTRACT are resolved expeditiously, the COUNTY and FSSA Controllers are hereby designated as the primary liaison from each agency. If disputes cannot be resolved between the parties' liaisons, the dispute shall be referred to the Secretary of the FSSA and the COUNTY Commissioners. The decision reached by the Secretary and the COUNTY Commissioners shall be final. All parties agree to seek the most rapid resolution of all disputes.

**VIII. MODIFICATION/AMENDMENTS**

This CONTRACT may be modified or amended upon the initiative of any party. Such modifications must be made in writing and must be agreed to and be signed by authorized representatives of the agencies that are parties to this CONTRACT. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

To the extent that any change in law conflicts with this CONTRACT, such law nullifies this conflicting provision in this CONTRACT. However, the remaining provisions of this CONTRACT remain in full force and effect.

**IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTING ACT (HIPAA)**

The COUNTY agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification (HIPAA), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 (ARRA), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act (HITECH), Subtitle D, in all activities related to the CONTRACT, to maintain compliance during the term of the CONTRACT and after as may be required by federal law, to operate any systems used to fulfill the requirements of this CONTRACT in full compliance with HIPAA and to take no action which adversely affects the FSSA's HIPAA compliance.

Page 8 of 13

MD29-6-45-16-LF-1222

**X. COMPLIANCE WITH LAWS**

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

B. The COUNTY, its officials, employees, representatives and agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the COUNTY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the CONTRACT, the COUNTY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the COUNTY is not familiar with these ethical requirements, the COUNTY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the COUNTY or its officials, employees, representatives or agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this CONTRACT immediately upon notice to the COUNTY. In addition, the COUNTY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

- D. The COUNTY warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the COUNTY agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this CONTRACT.

- E. If a valid dispute exists as to the COUNTY's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny payment to the COUNTY, the COUNTY may request that it be allowed to continue, or receive payment, without delay. The COUNTY must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

Page 9 of 13

## Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

F. The COUNTY warrants that the COUNTY and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this CONTRACT and grounds for immediate termination and denial of further work with the State.

**XI. Default by State.**

No claim of default by the State may be pursued unless and until the State has failed to make progress toward correction of the issue of default within 60 days after the provision of written notice of default by the County.

**XII. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the COUNTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The COUNTY will give written notice to the State within ten (10) days after receiving actual notice that the COUNTY, or an employee of the COUNTY in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this CONTRACT and/or debarment of contracting opportunities with the State for up to three (3) years.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the COUNTY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the COUNTY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the COUNTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of

Page 10 of 13

MD29-6-45-16-LF-1222

drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**XIII. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the COUNTY swears or affirms under the penalties of perjury that the COUNTY does not knowingly employ an unauthorized alien. The COUNTY further agrees that:

- A. The COUNTY shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The COUNTY is not required to participate should the E-Verify program cease to exist. Additionally, the COUNTY is not required to participate if the COUNTY is self-employed and does not employ any employees.
- B. The COUNTY shall not knowingly employ or contract with an unauthorized alien. The COUNTY shall not retain an employee or contract with a person that the COUNTY subsequently learns is an unauthorized alien.
- C. The COUNTY shall require his/her/its subcontractors, who perform work under this CONTRACT, to certify to the COUNTY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The COUNTY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the COUNTY fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**XIV. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the COUNTY covenants that it shall not discriminate against any employee or applicant for employment relating to this CONTRACT with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). COUNTY certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this CONTRACT, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the COUNTY or any subcontractor.

Page 11 of 13

Order #22 Agenda #47 cont'd

MD29-6-45-16-LF-1222

The State is a recipient of federal funds, and therefore, where applicable, COUNTY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

XV. Penalties/Interest/Attorney's Fees.

The Parties will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

XVI. NOTICE TO PARTIES

Both parties agree to designate one liaison for purposes of this CONTRACT. COUNTY may conduct routine correspondence with case workers in the local FSSA/DFR offices. Whenever any notice, statement, or other communication is required under this CONTRACT, it shall be in writing and shall be sent to the address specified herein or such other address as a party may in the future specify in writing to the others.

AGENCY CONTACTS

Agency Contact for COUNTY
County Commissioner
Lake County Commissioners
2293 N. Main St.
Crown Point, IN 46307

Agency Contact for FSSA
Paul Bowling, Chief Financial Officer
Family & Social Services Administration
402 W Washington St., Room W461
Indianapolis, Indiana 46204
(317) 233-4451

MD29-6-45-16-LF-1222

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative of the COUNTY. Further, to the undersigned's knowledge, neither the undersigned nor any other representative, agent, employee or officer of the COUNTY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this CONTRACT other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the CONTRACT, the COUNTY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Authorized representatives of the COUNTY and the FSSA have read and understand the foregoing terms of the CONTRACT and do by their respective signatures dated below agree to those terms.

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

State of Indiana Agency:
Family and Social Services Administration

By: John Wernert, MD
Secretary

Date:

Approved by:
State Budget Agency

By: Brian E. Bailey, Director

Date:

Office of the Attorney General
Approved as to Form and Legality:

Form approval has been granted by the
Office of Attorney General pursuant to
IC 4-13-2-14.3(3) on August 21, 2015.
FA 15-33

Lake County Executive
BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

By: [Signature]
(Print name)

Date: APPROVED THIS 20th DAY OF January, 2016

Approved by:
Indiana Department of Administration

By: Jessica Robertson, Commissioner

Date:

Reviewed by:

Leslie Huckleberry
Date:

## Order #23 Agenda #24

In the Matter of L C Community Corrections – Request for approval of a proposal from Gordon Food Service for the period of January 1, 2016 to June 30, 2016 for Food and Dairy Products.

Repay made a motion, seconded by Scheub, upon allowing the seeking of the open market for Food and Dairy Products for the year 2016, to approve the acceptance of the proposal from **Gordon Food Service**, as recommended by Lake County Community Corrections, to provide Food & Dairy Products for the first six months of 2016, for the period of January 1, 2016 to June 30, 2016. Motion carried 2-0.

## Order #24 Agenda #25

In the Matter of L C Community Corrections – Agreement between Center of Workforce Innovations, Inc. and the Board of Commissioners of the County of Lake for High School Equivalency tutoring and instruction in an amount not to exceed twelve (12) hours per week or \$840.00 weekly.

Repay made a motion, seconded by Scheub, to approve the Agreement between Center of Workforce Innovations, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for High School Equivalency tutoring and instruction in an amount not to exceed twelve (12) hours per week or \$840.00 weekly. Motion carried 2-0.

## Order #25 Agenda #27

In the Matter of L C Council – Agreement between Lemuel Perkins and the Board of Commissioners of the County of Lake for Financial Assistant Services for the year 2016 in an amount not to exceed \$15,000.00 payable at the rate of \$55.00 per hour for Part A Budget/Town, Cities, and Taxing Units and a sum not to exceed \$10,000.00 payable at the rate of \$55.00 per hour for Part B Reassessment.

Repay made a motion, seconded by Scheub, to approve the Agreement renewal between Lemuel Perkins and the Board of Commissioners of the County of Lake on behalf of L C Council for Financial Assistant Services for the year 2016 in an amount not to exceed \$15,000.00 payable at the rate of \$55.00 per hour for Part A Budget/Town, Cities, and Taxing Units and a sum not to exceed \$10,000.00 payable at the rate of \$55.00 per hour for Part B Reassessment. Motion carried 2-0.

## Order #26 Agenda #28

In the Matter of L C Circuit Court – Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake for Mental Health Commitment Counsel Services for the year 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 Scheub, to approve the renewal of the Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake on behalf of Lake County Circuit Court for Mental Health Commitment Counsel Services for the year 2016 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour. Motion carried 2-0.

## Order #27 Agenda #29

In the Matter of L C Calumet Township Assessor – Proofs of publication for a public hearing to be conducted on a proposed Lease between Marvels, Inc. and the Board of Commissioners of the County of Lake to be made a matter of public record.

Repay made a motion, seconded by Scheub, to make a matter of public record the Calumet Township Assessor's proofs of publication, Advertisement 12-24-2015, for a Public Hearing to be held on a Proposed Lease between Marvels, Inc. and the Board of Commissioners of the County of Lake. Motion carried.

## Order #28 Agenda #30

In the Matter of L C Calumet Township Assessor – Public Hearing: Proposed Lease – Marvels, Inc. and Board of Commissioners of the County of Lake for 501 East 5<sup>th</sup> Avenue, Gary, IN – Period of January 1, 2016 to December 31, 2018 - \$4,000.00 per month.

Commissioner Scheub opened the public hearing on proposed Lease. He asked if anyone from the public wanted to speak for or against proposed lease. No one spoke. The hearing was then closed.

## Order #29 Agenda #31

In the Matter of L C Calumet Township Assessor – Lease between Marvels, Inc. and the Board of Commissioners of the County of Lake for the property located at 501 East 5<sup>th</sup> Avenue, Gary, Indiana for the period of January 1, 2016 to December 31, 2018 in an amount not to exceed \$4,000.00 per month.

Repay made a motion, seconded by Scheub, to approve the Lease between Marvels, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Calumet Township Assessor for the property located at **501 East 5<sup>th</sup> Avenue, Gary, Indiana** for the period of January 1, 2016 to December 31, 2018 in an amount not to exceed \$4,000.00 per month. Motion carried 2-0.  
Cont'd.

## Order #29 Agenda #31 cont'd

**REAL ESTATE LEASE**

THIS AGREEMENT, made and entered into by and between MARVELS, INC., (hereinafter called "Lessor") and BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE (hereinafter called "Lessee"),

WITNESSETH:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of Gary, County of Lake and State of Indiana; to wit:

The office space comprising approximately of 5500 square feet being the first floor of a building located at 501 East 5<sup>th</sup> Avenue, Gary, Indiana, together with the areas adjacent thereto provide for off-street parking for a minimum of thirty (30) cars, attached hereto, the legal description of which property is as follows:

**LOTS: 12, 3, 4, 5 Block 89, Gary Land Company's First Subdivision in the City of Gary, Lake County, Indiana, recorded in Plat Book 6, Page 15, in Office Recorder of Lake County, Indiana.**

to have and to hold unto said Lessee for a term of three (3) years beginning on the 1<sup>st</sup> day of January, 2016 and ending on the 31<sup>st</sup> day of December, 2018, and in consideration therefore Lessee does agree to pay an annual rental in the amount of Forty Eight Thousand Dollars and 00/100 (48,000.00) payable in installments of Four Thousand Dollars and 00/100 (\$4,000.00) per month, the first payment being due and payable on the 1<sup>st</sup> day of January, 2016 and a like sum on the 1<sup>st</sup> day of each month thereafter during the term of this lease.

**USE OF PREMISES**

Lessee does covenant and agree that said premises shall be used for the following purposes and no others; for offices of the Calumet Township Assessor or other governmental purposes.

**LESSEE ACCEPTS PREMISES**

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition. Lessee shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excluded.

1 | Page

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Lessor shall be responsible for all repairs required, *including the roof, exterior walls and structural foundations.*

Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.

**RISK OF LOSS**

In case any building on said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this lease may be cancelled or terminated by either party at their election, subject, however, to the following: a thirty (30) - Day notice given to either of the parties to this lease.

**LESSOR MAY MORTGAGE PREMISES**

The Lessor may at any time mortgage the demised premises or any part thereof, and this lease shall be subordinate to the lien of any such mortgage; the Lessee agrees to execute any documents that may be required by any lending institution for the purpose of such a subordination; provided, however, that any such mortgage shall be required to give notice of any default to Lessee and Lessee shall have the opportunity to correct any such default and to credit the same against all sums due and to become due under this lease, and to recover from Lessor the excess of such cost over said sums.

**NOTICE**

Any notice to be given under this lease shall be made in person or by Certified Mail to Lessor at P.O. Box 2506, Gary, IN 46403, and to Lessee at the office of the Calumet Township Assessor and Lake County Commissioners, located at 501 East 5th Avenue, Gary, IN 46402 or to such other address as may be given by either party in writing, in person or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

**ADDITIONAL COVENANTS**

The Lessor covenants and agrees to furnish garbage disposal incidental to the use of the premises and the Lessee agrees to furnish its own utilities for the premises here described. The Lessor further covenants and agrees to provide painting and redecorating of the leased premises as required during the term of the lease.

2 | Page

Order #29 Agenda #31 cont'd

**RENEWAL OPTION**

At the expiration of the term of this lease, parties agree that the Lessee shall have an option to renew this lease if all terms and conditions of this lease are satisfied.

This lease, and the covenants herein contained, shall extend to and be binding upon the parties to this lease. Continued possession, beyond the expiration date of the term of this lease, by the Lessee, coupled with the receipt of the specified rental by the Lessor (and absent a written agreement by both parties for an extension of this lease, or for a new Lessor) shall constitute a month to month extension of this lease.

IN WITNESS WHEREOF, the parties here to have hereunder set their hands and Seals the day and year-first above written.

*Barbara Stallworth*  
LESSOR

DATE: 12-15-15

*Jaquelyn Callender*  
LESSEE

DATE: 12/15/15

**BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE**

*Erin Scheub*  
APPROVED THIS 22 DAY OF January, 2016

Order #30 Agenda #32

In the Matter of L C Board of Elections and Registration – 2016 Infinity Voting System Annual Maintenance Agreement between Microvote General Corporation and the Board of Commissioners of the County of Lake in an amount not to exceed \$12,000.00.

Repay made a motion, seconded by Scheub, to approve the 2016 Infinity Voting System Annual Maintenance Agreement between Microvote General Corporation and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration in an amount not to exceed \$12,000.00. Motion carried 2-0.

Order #31 Agenda #33

In the Matter of L C Board of Elections and Registration – Court Reporting/Stenography Service Agreement between Boss Reporters and the Board of Commissioners of the County of Lake for the year 2016 in the amount as listed on the attached rate sheet.

Repay made a motion, seconded by Scheub, to approve the Court Reporting/Stenography Service Agreement between Boss Reporters and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for the year 2016 in the amount as listed on the attached rate sheet. Motion carried 2-0.

Order #32 Agenda #35

In the Matter of L C Assessor – Cancellation of Contracts for service because of switch of vendor.

Repay made a motion, seconded by Scheub, to approve the L C Assessor – Cancellation of Contracts for service because of switch of vendor, Mark Pearman spoke, stating to the Board that because of the switch of vendor the County is giving a 90day notice of intent for cancellation. Motion carried 2-0.

Order #33 Agenda #36

In the Matter of L C Plan Commission – Performance Bond Release and Resolution for Lolkema Subdivision in the amount of \$7,836.00.

Repay made a motion, seconded by Scheub, to approve the Performance Bond Release and Resolution for Lolkema Subdivision in the amount of \$7,836.00 on behalf of L C Plan Commission. Motion carried 2-0.

**RELEASE**

WHEREAS, Melvin E. Lolkema had on February 18, 2015 filed a PERFORMANCE BOND in the form of an Official Check No. 1126323, issued by Centier Bank, in the amount of **Seven Thousand Eight Hundred Thirty Six and 00/100 Dollars (\$7,836.00)** for the roadway shoulder and ditch improvements in **Lolkema Subdivision**.

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND in the form of an Official Check No. 1126323, issued by Centier Bank, in the amount of **Seven Thousand Eight Hundred Thirty Six and 00/100 Dollars (\$7,836.00)** effective this date.



Order #33 Agenda #36 cont'd

Dated    20<sup>th</sup> DAY OF    January   , 2016

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, COMMISSIONER  
MICHAEL REPAY, COMMISSIONER

JOHN PETALAS, AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Lolkema Subdivision

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Bultema's Subdivision.

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

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 20<sup>TH</sup> DAY OF    January   , 2016

BOARD OF COMMISSIONERS, COUNTY OF LAKE

GERRY SCHEUB, COMMISSIONER  
MICHAEL REPAY, COMMISSIONER

Order #34 Agenda #37

In the Matter of L C Data Processing – Legal Services Agreement between Judge William Longer and the Board of Commissioners of the County of Lake for Data Board Attorney Services for the year 2016 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour.

Repay made a motion, seconded by Scheub, to approve the Legal Services Agreement between Judge William Longer and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for Data Board Attorney Services for the year 2016 in an amount not to exceed \$12,000.00 payable at the rate of \$90.00 per hour. Motion carried 2-0.

Order #35 Agenda #38

In the Matter of L C Data Processing – Hardware Support Agreement between Vertical Integrated Applications, Inc. and the Board of Commissioners of the County of Lake for the year 2016 in an amount not to exceed \$23,870.00.

Repay made a motion, seconded by Scheub, to approve the L C Data Processing – Hardware Support Agreement for the new KonSolidated equipment between Vertical Integrated Applications, Inc. and the Board of Commissioners of the County of Lake for the year 2016 in an amount not to exceed \$23,870.00. Mr. Pearman present/recommend approval. Motion carried 2-0.

Order #36 Agenda #39

In the Matter of L C Data Processing – Agreement between AT&T and the Board of Commissioners of the County of Lake for DS3 Lines for the Police Department for 36 months in the amount of \$1,120.00 per month.

Repay made a motion, seconded by Scheub, to approve the Agreement between AT&T and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for DS3 Lines for the Police Department for 36 months in the amount of \$1,120.00 per month. Motion carried 2-0.

Order #37 Agenda #40

In the Matter of L C Data Processing – Request for property disposal.

Repay made a motion, seconded by Scheub, to approve the request for the disposal of property for Lake County Data Processing Department, property has been determined as un-repairable and has little or no value, property to be disposed by Illiana Computer Recycling Inc. Motion carried 2-0.

Order #38 Agenda #41

In the Matter of L C B.O.C. – RFQ: Request for Qualifications from Engineering Firms for the East Chicago 911 Dark Site. Qualifications to be returned by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office.

Repay made a motion, seconded by Scheub, to approve the seeking of Qualifications from Engineering Firms for the East Chicago 911 Dark Site for the return of qualifications by Wednesday, February 17, 2016 prior to 9:30 A.M. in the Lake County Auditor's Office. RFQ advertised. Motion carried 2-0.

Order #39 Agenda #42

In the Matter of L C B.O.C. – Ratify approval of Bid for the Industrial Arts Building at the Lake County Fairgrounds Concrete Overlay in the amount of \$167,430.00.

Repay made a motion, seconded by Scheub, to ratify approval of the acceptance of the bid for Concrete Overlay at the Industrial Arts Building at the Lake County Fairgrounds in the amount of \$167,430.00 to **Gariup Construction** (voluntary alternate from the original bid amount \$257,860.00). Motion carried 2-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Concrete Overlay for the Industrial Arts Building at the Lake County Fairgrounds for the L.C. Commissioners,

## Order #39 Agenda #42 cont'd

having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

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

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for CONCRETE OVERLAY FOR INDUSTRIAL ARTS BUILDING AT THE LAKE COUNTY FAIRGROUNDS FOR THE LAKE CO. COMMISSIONERS FOR \$167,430.00 (VOLUNTARY ALTERNATE) and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: January 20, 2016

MICHAEL REPAY GARIUP CONSTRUCTION  
GERRY SCHEUB

## Order #40 Agenda #43

In the Matter of L C B.O.C. – Proposal from The Pangere Corporation for emergency repairs to the ceiling and lighting repair on the second floor of the old Jail in the amount of \$78,120.00 to be ratified.

Repay made a motion, seconded by Scheub, to ratify the acceptance of the proposal from **The Pangere Corporation**, 4050 W 4<sup>th</sup> Avenue, Gary, Indiana 46406, being the lowest of two proposals received, in the amount of \$78,120.00 for emergency repair work, ceiling and lighting repair in the old Jail on the second floor. Recommendation by Bob Rehder. Motion to approve, carried 2-0.

## Order #41 Agenda #44

In the Matter of L C B.O.C. – Agreement between Comcast and the Board of Commissioners of the County of Lake on behalf of the Building Manager for the temporary move of the Prosecutors 14 phone lines to Westwind Manor for three months in the amount of \$289.00 per month to be ratified.

Repay made a motion, seconded by Scheub, to approve the Agreement between Comcast and the Board of Commissioners of the County of Lake on behalf of the Building Manager for the temporary move of the Prosecutors 14 phone lines to Westwind Manor in the amount of \$289.00 per month for the next 3 months. Motion carried 2-0.

## Order #42 Agenda #45

In the Matter of L C B.O.C. – Legal Services Agreement between John R. Cantrell and the Board of Commissioners of the County of Lake to represent the Lake County Highway Department for the period of January 19, 2016 to December 31, 2016 in the amount of \$1,838.70 for January 19, 2016 to January 31, 2016 and in the amount of \$3,000.00 per month for the period of February 1, 2016 to December 31, 2016.

Repay made a motion, seconded by Scheub, to approve the Legal Services Agreement between John R. Cantrell and the Board of Commissioners of the County of Lake to represent the Lake County Highway Department for the period of January 19, 2016 to December 31, 2016 in the amount of \$1,838.70 for January 19, 2016 to January 31, 2016 and in the amount of \$3,000.00 per month for the period of February 1, 2016 to December 31, 2016. Motion carried 2-0.

## Order #43 Agenda #46

In the Matter of L C B.O.C. – Professional Services Contract EDS #GA06-6-45-16-BB-1222 with the Indiana Family and Social Services Administration Division of Disability and Rehabilitative Services and the Board of Commissioners of the County of Lake for vending services at County Facilities.

Repay made a motion, seconded by Scheub, to approve the Professional Services Contract EDS #GA06-6-45-16-BB-1222 with the Indiana Family and Social Services Administration Division of Disability and Rehabilitative Services and the Board of Commissioners of the County of Lake for vending services at County Facilities, for a period of four (4) years, term shall commence on March 1, 2016 and shall remain in effect through February 28, 2020, as stated in the Contract. Motion carried 2-0.

## Order #44 Agenda #48

In the Matter of L C B.O.C. – Officials Bonds (as listed).

Repay made a motion, seconded by Scheub, to make a matter of public record the Officials Bonds for the following Officials (listed below). Motion carried.

- A. Roosevelt Allen, Jr. – Commissioner
- B. Michael C. Repay – Commissioner.
- C. Gerry J. Scheub – Commissioner.
- D. Gerry J. Scheub – Lake County Redevelopment Commission.
- E. Jerome A. Prince – Lake County Assessor.
- F. William John Emerson, Jr. – Lake County Surveyor.
- G. Bernard A. Carter – Lake County Prosecutor.
- H. Michael B. Brown – Lake County Recorder.
- I. John Buncich – Lake County Sheriff.
- J. Jamal Washington – Lake County Redevelopment Commission.
- K. Randy Palmateer – Lake County Redevelopment Commission.
- L. John Brezik – Lake County Redevelopment Commission.
- M. Sidney Rothstein – Lake County Economic Development Commission.
- N. Daniel P. Spitale – Lake County Economic Development Commission.

## Order #45 Agenda #50

In the Matter of L C B.O.C. – Commissioners Resolution concerning Tax Sale Certificate Assignment of the properties donated to Cities and Towns.

Repay made a motion, seconded by Scheub, to approve the Commissioners Resolution concerning Tax Sale Certificate Assignment of the properties donated to Cities and Towns. Resolution No. 16-03. Motion carried 2-0.

## RESOLUTION

## Tax Sale Certificate Assignment

WHEREAS, the Commissioners can assign their tax sale certificates; and

WHEREAS, the Commissioners desire to assign Commissioner Owned Tax Sale Certificates to certain government bodies;

NOW THEREFORE, effective this 20<sup>th</sup> day of January, 2016 the Commissioners do assign the tax sale certificates listed on the attached Exhibit "A" to the indicted units and direct that the tax sale certificates bear the assignment date of January 20, 2016.

ADOPTED THIS 20<sup>TH</sup> DAY OF JANUARY, 2016

LAKE COUNTY BOARD OF COMMISSIONERS

GERRY SCHEUB  
MICHAEL REPAY

AUDITOR, JOHN PETALAS

## Order #46 Agenda #51

In the Matter of L C B.O.C. – Early Bird Auctions: A. January 25, 2016 at 10:00 A.M.; B. February 8, 2016 at 9:00 A.M.; C. February 15, 2016 at 9:00 A.M.; D. February 15, 2016 at 9:00 A.M.

Repay made a motion, seconded by Scheub, to approve the Early Bird Auctions for the months of January and February 2016 on the dates and times listed below. Motion carried 2-0.

- A. January 25, 2016 at 10:00 A.M.
- B. February 8, 2016 at 9:00 A.M.
- C. February 15, 2016 at 9:00 A.M.
- D. February 15, 2016 at 9:00 A.M.

## Order #47 Agenda #52

In the Matter of L C B.O.C. – Medical Reinsurance for 2016 Stop Loss Coverage from \$300,000.00 to \$350,000.00.

Repay made a motion, seconded by Scheub, to approve the Medical Reinsurance for 2016 Stop Loss Coverage from \$300,000.00 to \$350,000.00. Motion carried 2-0.

## Order #48 Agenda #53A

In the Matter of L C B.O.C. – Request for Property Disposal: A. Lake County Board of Elections and Registration.

Repay made a motion, seconded by Scheub, to approve the request for disposal of property submitted by Lake County Board of Elections and Registration Department. Motion carried 2-0.

## Order #49 ADD Agenda #53B

In the Matter of L C B.O.C. – CardioTech, LLC proposals for CPR/AED Training.

Comes now, Mr. Herbie Cruz, President of CardioTech, LLC Consulting and Training Company, before the Board of Commissioners, to present the proposal from CardioTech, LLC for American Heart Association CPR/AED Training for Lake County Employees, students will receive adult, child and infant training in CPR, the use of an external defibrillator as well as foreign body airway obstruction or Heimlich maneuver training, upon completion students will receive an American Heart Association 2-year Certification Card. Mr. Cruz continued.

Repay made a motion, seconded by Scheub, to approve CardioTech, LLC as a vendor and accept the proposal for a matter of record and ordered same to refer to Insurance Oversight. Motion carried 2-0.

## Order #50 ADD Agenda #53C

IN the Matter of L C B.O.C. – Assignment of Cincinnati Insurance Company Bond Proceeds to Manual Gonzalez Regard Work Performed at 3804 Main Street, East Chicago, Indiana.

Comes now, Attorney Irak, before the Board of Commissioners, regarding the Assignment of Cincinnati Insurance Company Bond Proceeds to Manual Gonzalez Regard Work Performed at 3804 Main Street, East Chicago, Indiana, stating, the Contractors Licensing Bonds are always payable to the Board of County Commissioners, and this was an action taken for non-compliance with building code violations, the money was paid to the County through that Bond foreclosure process, which Board of Commissioners actually does a Bond Foreclosure in conjunction with how the Bond was issued, we're now assigning it to the injured party – the homeowner, Repay made a motion, seconded by Scheub, to approve. Motion carried 2-0.

## Order #51 ADD Agenda #53D

In the Matter of L C B.O.C. - Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for the Hermits Lake Wastewater Utility System Operation and Maintenance Management for the year 2016 in the amount of \$1,900.00 per month and an amount not to exceed \$5,000.00 Plus a 10% Overhead Charge for Minor Services and Consumables.

Repay made a motion, seconded by Scheub, to approve the Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for the Hermits Lake Wastewater Utility System Operation and Maintenance Management for the year 2016 in the amount of \$1,900.00 per month and an amount not to exceed \$5,000.00 Plus a 10% Overhead Charge for Minor Services and Consumables. Motion carried 2-0.

## Order #52 ADD Agenda #53E

In the Matter of L C B.O.C. – Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for Hermits Lake Wastewater Plant Demolition and Decommissioning, Hermits Lake WWTP Polishing Pond to Flow Equalization Basin #2 Conversion, Hermits Lake Collection System Preliminary Inflow and Infiltration Analysis, and South Lake County USACOE Wastewater Service Study For The Year 2016 in an amount not to exceed \$54,000.00 Payable At The Rate Of \$4,500.00 Per Month.

Repay made a motion, seconded by Scheub, to approve the Agreement between Development Visions Group, Inc. (DVG, Inc.) and the Board of Commissioners of the County of Lake for Hermits Lake Wastewater Plant Demolition and Decommissioning, Hermits Lake WWTP Polishing Pond to Flow Equalization Basin #2 Conversion, Hermits Lake Collection System Preliminary Inflow and Infiltration Analysis, and South Lake County USACOE Wastewater Service Study For The Year 2016 in an amount not to exceed \$54,000.00 Payable At The Rate Of \$4,500.00 Per Month. Motion carried 2-0.

## Order #53 Agenda #54A

In the Matter of Review and Approval of the Minutes of Regular Meeting, Wednesday, December 16, 2015.

Repay made a motion, seconded by Scheub, to approve the Minutes of the Regular Meeting held Wednesday, December 16, 2015. Motion carried 2-0.

## Order #53 Agenda #55

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

Repay made a motion, seconded by Scheub, to approve. Motion carried 2-0. \*There were none.

## Order #54 Agenda #56

In the Matter of Lake County Council Ordinances and Resolutions – Adopted January 12, 2016.

Repay made a motion, seconded by Scheub, to approve the Ordinances and Resolutions submitted and adopted by the Lake County Council, January 12, 2016. Motion carried 2-0.

Ordinance No. 1389C-1	Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Carry-Over Positions and Salary Changes Approved After The 2016 Budget Deliberations
Ordinance No. 1389C-2	Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Pay Increases and Eliminating A Position In The Lake County Clerk's Office
Ordinance No. 1389C-3	Ordinance Regarding Ordinance No. 2016 – 1389C-2 Ordinance Amending The Lake County 2016 Salary Ordinance, Ordinance No. 1389C, Establishing Pay Increases And Eliminating A Position In The Lake County Clerk's Office
Ordinance No. 1391A-1	Ordinance Amending The Lake County Part-Time Employees Pay Rate Ordinance For 2016, Ordinance No. 1391A
Ordinance No. 1392A	Lake County Mileage Rate Ordinance For 2016
Resolution No. 16-01	Resolution Honoring The Crown Point Cal Ripken 10 Year and Under All Star Team
Resolution No. 16-02	Resolution Honoring Stan Dobosz
Resolution No. 16-03	Resolution Recognizing February As Black History Month
Resolution No. 16-06	Resolution Honoring The Merrillville Pop Warner Mitey Mites Football Team
Resolution No. 16-07	Resolution Honoring Lake County Commissioner Roosevelt Allen, Jr.
Resolution No. 16-08	Resolution To Approve Transfer Of \$308,000.00 From Web Maintenance Fund, Fund 256, Department 3600-Data Processing To Web Maintenance Fund, Fund 256, Department 3800 Department 3900, Department 3910, Department 4000, Department 4030, Department 4040, Department 4050, Department 4070
Resolution No. 16-09	Resolution Permitting The Lake County Council To Pay An Outstanding 2015 Invoice/Debt From The 2016 Budget
Resolution No. 16-10	Resolution Permitting The Office Of The Public Defender To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-11	Resolution Permitting The Office Of The Public Defender To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-12	Resolution Permitting The Office Of The Public Defender To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-13	Resolution Permitting The Office Of The Public Defender To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget
Resolution No. 16-14	Resolution Permitting The Office Of The Public Defender To Pay Outstanding 2015 Invoices/Debts From The 2016 Budget

## Order #54 Agenda #57

In the Matter of Service Agreements

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

L C CO-OP EXTENSION	W/	Executive Cleaning Service
L C CO-OP EXTENSION	W/	Bloomfield Mechanical Corp.
L C COMMISSIONERS	W/	F E Moran Fire Protection
L C COMMISSIONERS	W/	F E Moran Fire Protection
L C COMMISSIONERS	W/	S&P Extermination Services
L C COMMISSIONERS	W/	S&P Extermination Services
L C COMMISSIONERS	W/	TruGreen
L C COMMISSIONERS	W/	TruGreen
L C COURT ADMINISTRATOR	W/	Peak-Ryzex
L C CRIMINAL COURT	W/	ATN Technology
L C CRIMINAL COURT	W/	Word Systems
L C SHERIFF	W/	ABC Burglar Alarm
L C SHERIFF	W/	Ace Exterminating
L C SHERIFF	W/	Ace Exterminating
L C SHERIFF	W/	Ace Exterminating
L C TREASURER	W/	ABC Burglar & Fire Alarm
L C TREASURER	W/	ABC Burglar & Fire Alarm
L C TREASURER	W/	ABC Burglar & Fire Alarm
L C WEIGHTS AND MEASURES	W/	Marshall II Enterprises, Inc.
L C WEIGHTS AND MEASURES	W/	Porter's Apparels

## Order #54 Agenda #58

In the Matter of Poor Relief Decisions.

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

Robert Gaddy	Approved/partial
Nickey Diaz	Approved
Ashley Hunter	Approved on condition
Monica Campbell	Approved on condition
Ozell Dawery	Denied for appellant's failure to appear
Lena Pruitt	Approved
Carvene Marshall	Denied
Regina Scott	Remanded to township for further consideration and review
Joyce Shaw	Denied
Clanfred Stallworth	Denied for appellant's failure to appear
Shavette Surney	Denied
Tammy Bourne-Townsend	Denied
Ted Woods	Approved/partial
Danny L. Markham	Approved
Katie Walker	Denied *Home Visit
Veronica Lee	Approved
Anthony Walker	Denied
Barbara Hunter	Approved
Carlton Davis	Denied for appellant's failure to appear
Evelyn Barnes	Remanded to township for further consideration and review
Sheree Andrews	Denied
Christopher Russell	Approved on condition
Margaret Walker	Denied for appellant's failure to appear
Laesha Whiteside	Denied for appellant's failure to appear
Carlton Robinson	Denied for appellant's failure to appear

## Order #54 Agenda #59

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

Repay made a motion, seconded by Scheub, to approve and make a matter of public record the Docket of the Pay Immediately (Hand Cut) Checks for the month of December, 2015. Motion carried 2-0.

## Order #57 Agenda #60A

In the Matter of Annual Appointments

Repay made a motion, seconded by Scheub, to approve the Annual Appointments for the year 2016, those which have expired 12/31/15. 2016 Appointments read aloud by Commissioner Repay. Motion carried 2-0.

**COMMISSIONERS**

President, Board of Commissioners	Gerry Scheub
Vice President, Board of Commissioners	Michael Repay

**DEPARTMENTS**

Commissioners' Administrative Assistant	Cole, Delvert
Equal Employment Opportunity Officer	Allen, Jr., Roosevelt-NAT
Fairgrounds Superintendent	Carlson, Paul
Highway Superintendent	Malczewski, Marcus
Highway Superintendent, Assistant	Stochel, Jill

## Order #57 Agenda #60A cont'd

Highway Engineer  
 Purchasing Agent  
 Veterans Service Officer

Alverson, Duane  
 Koselke, Brenda  
 Guiden, Raymond

**BOARD & COMMITTEE APPOINTMENTS**

911 Commission	Repay, Michael
911 Commission	- NAT
Alcoholic Beverage Commission	Ruesken, Ken
Community Corrections Advisory Board	Panther, Paul E.
Community Corrections Advisory Board	Parsons, Jan
Community Corrections Advisory Board	White, Alma
Community Corrections Advisory Board	Pellicciotti, Joseph M.
Community Corrections Advisory Board	Krumweid, Robert
Community Corrections Advisory Board	Gilliam, Pastor Lee
Community Corrections Advisory Board	Shaps, Herbert I.
Community Corrections Advisory Board	Huseman, Kevin
Community Corrections Advisory Board	Marock, Richard
Community Corrections Advisory Board	Clement, Jr., James
Contractors Licensing Board	Scheub, Gerry J.
Contractors Licensing Board	Pozzi, Joe
Data Board	Scheub, Gerry J.
Drainage Board	Scheub, Gerry J.
Drainage Board	<del>Allen, Jr., Roosevelt</del> TBA
Drainage Board	Repay, Michael
Economic Development Commission	Repay, Michael
Economic Development Commission	Spitale, Dan
Eleven County Drainage Board	Scheub, Gerry J.
Emergency Management Advisory Council	Repay, Michael
Family and Children Protection Team	Gopal, Kalyani
Health, Board of	VanBuskirk, D.D.S., Mark
Health, Board of	Conaway, R.N., Arlene
Insurance Oversight Committee	Scheub, Gerry J.
Jail Oversight Committee	Repay, Michael
Little Calumet River Basin Development Advisory Board	Gossman, Daniel
Little Calumet River Basin Development Commission	Ware, Jr., Ronald
Northwest Indiana Community Action Corp.	<del>Allen, Jr., Roosevelt</del> NAT
Northern Indiana Commuter Transportation District	Repay, Michael
Northwest Indiana Regional Planning Commission	Repay, Michael
Northwest Indiana Workforce Board	<del>Allen, Jr., Roosevelt</del> NAT
Plan Commission	Scheub, Gerry J.
Plan Commission	Huseman, Kenneth
Private Industry Council	Hughes, Danita Johnson
Private Industry Council	Corcoran, Barbara
Private Industry Council	Costello, Anthony
Property Tax Assessment Board of Appeals	Salzeider, Robin
Property Tax Assessment Board of Appeals	Wickland, David
Property Tax Assessment Board of Appeals	White, Jackie
Public Defenders Board	Repay, Michael
Real Estate Disposal Committee	<del>Allen, Jr., Roosevelt</del> NAT
Redevelopment Commission	Bainbridge, Thomas
Redevelopment Commission	Scheub, Gerry J.
Redevelopment Commission	Trevino, Debra
Redevelopment Commission	Palmateer, Randy
Redevelopment Commission (Council Appt)	- NAT (Washington, Jamal exp. 12/31/15)
Redevelopment Commission (Council Appt)	- NAT (Brezik, John exp. 12/31/15)
Solid Waste Management Board	Scheub, Gerry J.
Veterans Affairs Study Commission	Scheub, Gerry J.

\*Please note "TBA" & "NAT" refers to action to be announced and no action taken by the Board of Commissioners, at this meeting.

## Order #58 Agenda #62

In the Matter of Commentary – Elected Officials Present.

City Clerk of East Chicago is present.

## Order #59 Agenda #63

In the Matter of Commentary – Board of Commissioners.

Comes now, Commissioner Repay, spoke with commentary, stating, that we started the meeting out mourning the passing of Roosevelt Allen, Jr., in some ways you can't really talk about action that happens in County Government without mentioning Velia Taneyff, Commissioner Repay continued to speak regarding the passion of Velia Taneyff and the great person she was, and also extended his condolences to her family and stated she will be solely missed.

The next Board of Commissioners Meeting will be held on Wednesday, February 17, 2016 at 10:00 A.M.

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

The following officials were Present:  
Attorney Joe Irak  
Brenda Koselke

\_\_\_\_\_  
GERRY SCHEUB, PRESIDENT

\_\_\_\_\_  
MICHAEL REPAY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
JOHN E. PETALAS, LAKE COUNTY AUDITOR