

The Board met in due form with the following members present: Michael Repay, Kyle Allen, Sr. and Jerry Tippy. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 14th day of July, 2017 at about 3:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of July, 2017 at about 3:45 p.m.

Order #1 Agenda #5A

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

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

Order #2 Agenda #5B

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

Allen made a motion, seconded by Tippy, to approve the Additions – Item #31A – Addendum No. 1 to the Specification for the Milroy Covered Bridge Historic Restoration and Rehabilitation Project to be ratified; Item #31B – Sign-In Sheet from the Mandatory Bidders Conference Regarding the Milroy Covered Bridge Historic Restoration and Rehabilitation Project to be made a matter of public record; Item #37E – Pre-Qualification from Circle “R” Mechanical, Inc.; Item #37F – Pre-Qualification from Ellas Construction Company, Inc.; Item #37G – Current Pre-Qualification list to be made a matter of public record; Item #49A – Notice of Special Meetings of the Board of Commissioners of the County of Lake for the purpose of approval and executing in a public meeting any document requiring signature at a public meeting that has not yet been approved in a public meeting and is in possession of the Board of Commissioners; Item #49B – Request for Permission to seek proposals for Professional Engineering/Architectural Services with regard to Specification Preparation for designated public work to be performed in buildings at the Lake County Government Center. Proposals to be returned by Tuesday, August 15, 2017 by 10:00 A.M. in the Lake County Auditor's Office; Item #49C – Emergency sidewalk repairs at the Lake County Fairgrounds; Corrections – Number 11 – Read Change No. 2 – Should Read Change Order No. 4; Number 34 – Should Read Number 36A; Deletions – none. Motion carried.

Order #2 Agenda #5D-E

In the Matter of Notices/Agenda: Approved Final Agenda made a matter of public record; Certificate of Service of Meeting Notice to those who have made such written request to be made a matter of public record.

Allen made a motion, seconded by Tippy, 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 to be made a matter of public record. Motion carried.

Order #3 Consent Agenda

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

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

Order #3 Consent Agenda #6A-a

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

Allen made a motion, seconded by Tippy, to make the Notices of the IDEM: Indiana Department of Environmental Management a matter of public record (Mid-Continent Coal & Coke Company; Marathon Griffith Station; Munster Medial Research Foundation; Lakeshore Railcar & Tanker Services LLC; CG Indiana Holdings, LLC; Illiana Disposal Partnership; CITGO Petroleum East Chicago Terminal; Buckeye Terminals, LLC; Eckart America Corporation; Niagara LaSalle Corporation; VCNA Prairie Aggregates Lowell Yard 106; Waste Management of Indiana, LLC; NIPSCO-North Hayden Substation; Whiting Clean Energy, Inc.; Walsh & Kelly, Inc.; Tradebe Treatment & Recycling, LLC; CG Indiana Holdings, LLC; Carmeuse Lime, Inc.). Motion carried.

Order #3 Consent Agenda #6A-b

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

Allen made a motion, seconded by Tippy, to make the Indiana Department of Natural Resource Notices a matter of public record (Baird & Associates – site location East Chicago, North Township, Lake County, Indiana/3301 Aldis Avenue). Motion carried.

Order #3 Consent Agenda #6A-c

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

Allen made a motion, seconded by Tippy, to make the Certificates of Liability Insurance Notices a matter of public record (Bob Benner Precision Dig; ArcelorMittal USA Holdings, LLC(3); NorthStar Contracting Group, Inc.; Adtalem Global Education, Inc.; Reichelt Plumbing, Inc.; ADP TotalSource MI VI, LLC; Girl Scouts of Greater Chicago and Northwest IN; Herrera's Amoco Food Shop; Dynamic Electric Inc.; Masters Architectural Graphics Inc. dba ASI; Gordon Food Service, Inc.; Moench Construction Inc.; Kerkstra Precast Inc.; Sterling Construction Corp. dba SCC Construction Corp.). Motion carried.

Order #3 Consent Agenda #6A-d

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

Allen made a motion, seconded by Tippy, to make the Continuation Certificates Notices a matter of public record (Jodis Italian Ice Factory LLC; BR Builders, Inc.; Witech Co., Inc. Prinsco II LLC; Ruder Electric, Inc.; Premium Concrete Services, Inc.). Motion carried.

Order #3 Consent Agenda #6A-e

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

Allen made a motion, seconded by Tippy, to make the Reinstatement Notices a matter of public record (Generator Technologies, Inc.; David Verhagen dba Verhagen/Wilson Construction; Prestige Landscaping & Hydro Seeding, Inc.; VIA Meridiana Contractors, LLC; Tidal Construction Services; Wever's Tree Service). Motion carried.

Order #3 Consent Agenda #6A-f

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

Allen made a motion, seconded by Tippy, to make the Cancellation Notices a matter of public record (RGB Construction, LLC; Advanced Masonry; Perdue Construction; All In One Handyman Service; Davila's Construction LLC; Singer Electric; Generator Technologies, Inc.; Tidal Construction Services; Regency Electric; JIF Paving, Inc.; Wever's Tree Service; Mid America Exteriors Inc.; Alelco, Inc.; All Square Roofing; Earl's Heating & Air Conditioning, Inc.; Prestige Landscaping & Hydro Sneeding, Inc.; Golars, LLC; Weathershield LLC; Tech Electronics of Illinois, LLC). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of Board of Commissioners of the County of Lake: Bonds.

Allen made a motion, seconded by Tippy, to make the Bonds a matter of public record (Tuff Shed, Inc.; Coalfield Services, Inc. (non-renewal); Strip-A-Lot of America II, Corp.). Motion carried.

Order #3 Consent Agenda #6B

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

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

LEONARD CONSULTING, LLC
 FRANCISCAN HEALTH CROWN POINT EMS ACADEMY
 THOMAS W HAMILTON
 INTEGRA REALTY RESOURCE
 ILLIANA WILDLIFE
 SMITH SERSIC
 CEDAR LAKE HISTORICAL ASSOCIATION
 NATIONAL TEST SYSTEMS
 CROWNE PLAZA COLUMBUS DOWNTOWN
 AMERICAN CRIMINAL JUSTICE INSTITUTE
 TIMES TWO PIZZA
 CROWN POINT FIRESTONE
 CLEAR LOSS PREVENTION
 LASEAN LYLES
 MICAH COX
 DAVID OLSON, LLC
 NATIONAL ASSOCIATION FOR PUBLIC DEFENSE, INC.
 WILLIAM M. MESSALL
 REGION FLOORING INC.

Order #3 Consent Agenda #6C

In the Matter of Treasurer's Departmental Report for the month of June 2017.

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

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

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 05/16/17-06/15/17.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 05/16/17-06/15/17. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Tippy, to accept the above Weights and Measures Report of May 16, 2017 –June15, 2017 as submitted. Motion carried.

Order #3 Consent Agenda #6E

In the Matter of Weights and Measures Report for the period of 06/16/16-06/15/17.

Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 06/16/17-06/15/17. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Tippy, to accept the above Weights and Measures Report of June 16, 2016 – June 15, 2017 as submitted. Motion carried.

Order #4 Agenda #7

In the Matter of L C 911 – Agreement between Nelson Systems Incorporated and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the 911 recording system.

Allen made a motion, seconded by Tippy, to ratify approval of the Agreement between Nelson Systems Inc., 430 W Jefferson St., Springfield, IL 62702, and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for 911 recording system for \$31,625.36. Motion carried.

Order #5 Agenda #8

In the Matter of L C Highway – Indiana Department of Transportation Construction Change Order No. 1 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of -\$4,761.25.

Tippy made a motion, seconded by Allen, to approve L C Highway – Indiana Department of Transportation Construction Change Order No. 1 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of -\$4,761.25. Motion carried.

Order #5 Agenda #9

In the Matter of L C Highway – Indiana Department of Transportation Construction Change Order No. 2 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des #1400568, Contract No. B-37371 in the amount of \$6,661.04.

Tippy made a motion, seconded by Allen, to approve L C Highway – Indiana Department of Transportation Construction Change Order No. 2 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des #1400568, Contract No. B-37371 in the amount of \$6,661.04. Motion carried.

Order #5 Agenda #10

In the Matter of L C Highway – Indiana Department of Transportation Construction Change Order No. 3 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of \$12,704.57.

Tippy made a motion, seconded by Allen, to approve L C Highway – Indiana Department of Transportation Construction Change Order No. 3 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of \$12,704.57. Motion carried.

Order #5 Agenda #11

In the Matter of L C Highway – Indiana Department of Transportation Construction Change Order No. 4 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of \$0 for hand dug holes for guardrail post installation.

Tippy made a motion, seconded by Allen, to approve L C Highway – Indiana Department of Transportation Construction Change Order No. 4 and Time Extension Summary for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Des # 1400568, Contract No. B-37371 in the amount of \$0 for hand dug holes for guardrail post installation. Motion carried.

Order #6 Agenda #12

In the Matter of L C Highway – Declaration of Easement between North Indiana Public Service Company and the Board of Commissioners of the County of Lake for Parcel No. 4, Property No. 45-02-36-127-003.000-023 for Lake County Bridge #240, Hohman Avenue over Grand Calumet River.

Allen made a motion, seconded by Tippy, to approve the Declaration of Easement between North Indiana Public Service Company and the Board of Commissioners of the County of Lake on behalf of Lake County Highway for Parcel No. 4, Property No. 45-02-36-127-003.000-023 for Lake County Bridge #240, Hohman Avenue over Grand Calumet River. Motion carried.

(SEE FILE FOLDER "JULY 2017" FOR ORIGINAL) (NOTE: AGENDA ERROR, RECITES BRIDGE #241, CORRECTION: BRIDGE #240)
Cont'd.

Order #6 Agenda #12 cont'd

EXHIBIT "A"

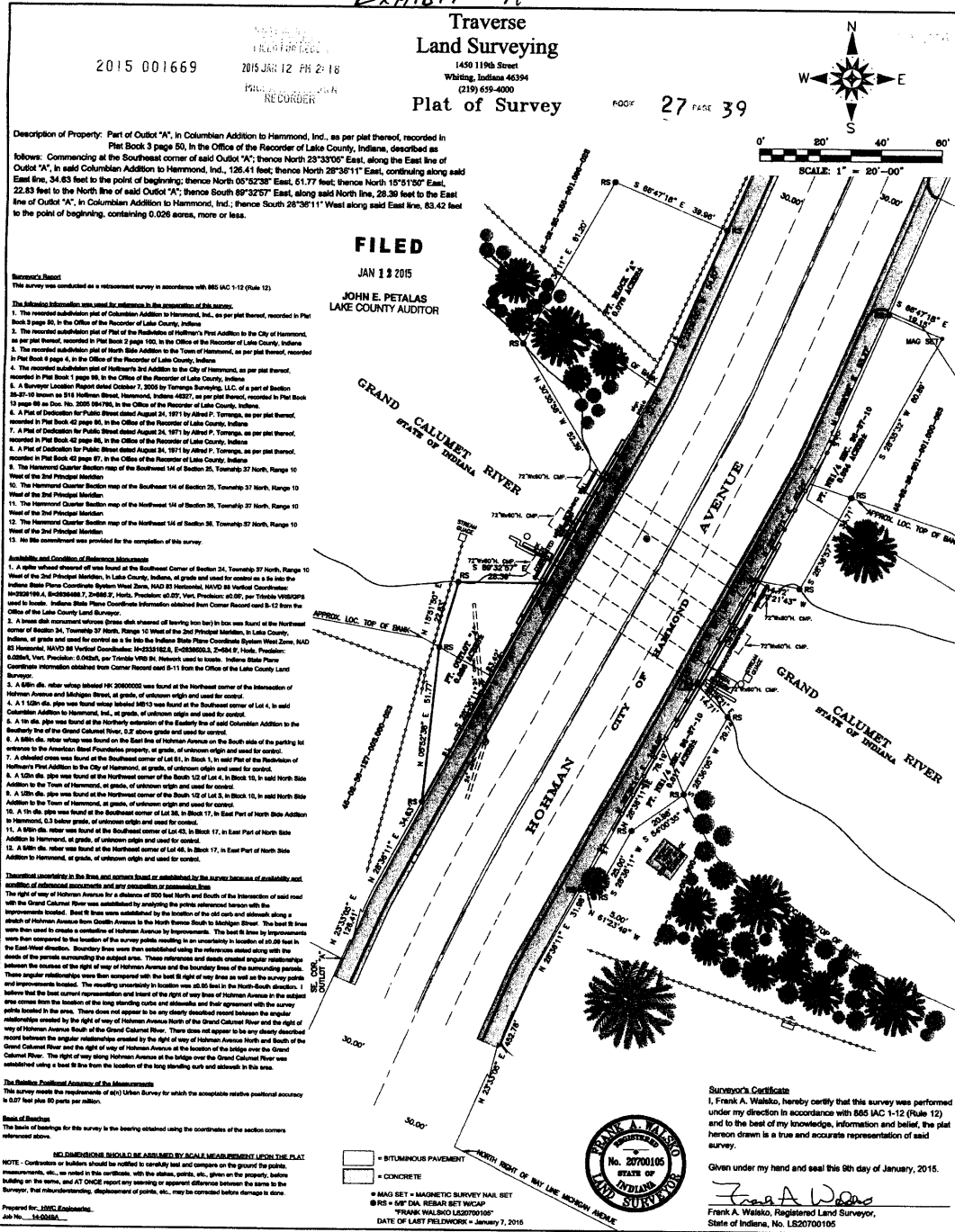


EXHIBIT "B"
"Easement Area"

Project:
Parcel: 4
Tax Key No. 45-02-36-127-003.000-023

Sheet 1 of 1
Declaration
Non-Exclusive Easement

Part of Outlot "A", in Columbian Addition to Hammond, Ind., as per plat thereof, recorded in Plat Book 3 page 50, in the Office of the Recorder of Lake County, Indiana, described as follows:

Commencing at the Southeast corner of said Outlot "A"; thence North 23°33'05" East, along the East line of Outlot "A", in said Columbian Addition to Hammond, Ind., 126.41 feet; thence North 28°36'11" East, continuing along said East line, 34.63 feet to the point of beginning; thence North 05°52'38" East, 51.77 feet; thence North 15°51'50" East, 22.83 feet to the North line of said Outlot "A"; thence South 89°32'57" East, along said North line, 28.39 feet to the East line of Outlot "A", in Columbian Addition to Hammond, Ind.; thence South 28°36'11" West along said East line, 83.42 feet to the point of beginning, containing 0.026 acres, more or less.

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Order #7 Agenda #13

In the Matter of L C Highway – Road Cut Permit for Hydro-Exc., Inc. HEI Utility Contractor's Inc. servicing pressure service lines and valve boxes in the Lake Dalecarlia Community.

Allen made a motion, seconded by Tippy, to approve Road Cut Permit for Hydro-Exc., Inc. HEI Utility Contractor's Inc. servicing pressure service lines and valve boxes in the Lake Dalecarlia Community as recommended by L C Highway. Motion carried.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE April 28, 2017

Applicant: Lake Dalecarlia Regional Waste District (LDRWD)
16901 Briargate Place
Lowell, IN 46356
 Contact: Nicole Walkowiak, District Manager, Tel. No. 219-896-4035

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

Expose all presently covered pressure service line valve boxes on the LDRWD pressure sewer system that are presently in or alongside the street pavement in the Lake Dalecarlia community and raise the elevations of the majority of these valve boxes to be at existing grade alongside street pavement and 1/8" below the surface of street pavement with a reinforced concrete collar all around. The project work also includes locating, inspecting and possibly cleaning out valve boxes by hydrovacuolting. The project will not include any excavation for repair or replacement of valve boxes or valves.

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by: [Signature] 6.29.2017

Lake County Highway Department

Approved by: [Signature] 7/19/17
 Lake County Board of Commissioners

Order #8 Agenda #14 A-N

In the Matter of L C Highway – Public Record Certificates of Liability Insurance.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificates of Liability Insurance submitted by the Highway Department listed as A-N. Motion carried.

- | | |
|--------------------------------------|---------------------------------------|
| A. Boyd Construction Co., Inc. | H. Monroe Pest Control, Inc. |
| B. Buckeye Partners, LP | I. Nettleton Heavy Hauling, Inc. |
| C. Central Contractors Service, Inc. | J. Prestress Services Industries, LLC |
| D. Chellino Crane, Inc. | K. Road Fabrics, Inc. |
| E. Frontier Communications Corp. | L. Russell's Tree Care Services, Inc. |
| F. GEO Dynamics, Inc. | M. Smith Ready Mix, Inc. |
| G. Hydro-Exc., Inc. | N. V&H Excavating Company, Inc. |

Order #9 Agenda #32 ADD Agenda #31A & 31B

In the Matter of L C Fairgrounds – BIDS: Milroy Covered Bridge Historic Restoration and Rehabilitation Project; Addendum No1 to the Specification for the Milroy Covered Bridge Historic Restoration and Rehabilitation Project to be ratified; Sign-in Sheet from the Mandatory Bidders Conference regarding the Milroy Covered Bridge Historic Restoration and Rehabilitation Project to be made a matter of public record.

This being the day, time and place for the receiving of bids for Milroy Covered Bridge Historic Restoration and Rehabilitation Project for the Lake County Fairgrounds, the following bids were received:

- | | |
|-------------------------------|--------------|
| Ellas Construction Co., Inc. | \$325,404.58 |
| Precision Builders Inc. | \$532,751.26 |
| Gariup Construction Co., Inc. | \$417,500.00 |

Order #9 Agenda #32 ADD Agenda #31A & 31B cont'd

Upon brief discussion regarding cost, tabulations above engineers estimate, Allen made a motion, seconded by Tippy, to make a matter of public record Addendum No. 1 to the Specification for the Milroy Covered Bridge Historic Restoration and Rehabilitation Project, and make a matter of public record the Sign-In Sheet from the Mandatory Bidders Conference regarding the Milroy Covered Bridge Historic Restoration and Rehabilitation Project, and ordered same to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried. Cont'd.

Milroy Covered Bridge BR# 392
Restoration and Rehabilitation Project
7/12/2017

	NAME	COMPANY	PHONE & E-Mail
1	Duane Alverson, Engineer	Lake County Highway Department	219-663-0525 Phone alverda@lakecountyin.org
2	JAKE DELHOUEN	LaPorte Const	219-343-555 JDELHOUEN@LaPorteConst.com
3	MANNY ZOSMIGET	Ellas Construction Co Inc	(219) 938-0861 m2zozmigee@esocgltd.net
4	LUIS GARCIA	Gough, Inc	219-751-2200 lgarcia@goughinc.com
5	DAN FEESKE	ELLAS, LLC	(219) 742-5442 danfeeske@gmail.com
6	Josh Crandall	Cranrup Construction	219-887-5232 josh.crandall@cranrup.com
7	MARVUS ROBERTSON	DUNCAN ROBERTSON CONST	317-736-6024 drc@dnr.com
8	Lucas P. Callum	Squared Level Const.	812-236-0698 lcallum2@nw.cable.net
9	TIM SIMKO	PRECISION BUILDERS	219-944-1449 MAIL@PRECISIONBUILDERS.COM VIC@PRECISIONBUILDERS.COM
10	Arnold M. Grotz	Arnold M. Grotz Assoc. Inc.	603-948-9592 mgrotz@amg.com
	DANIEL K. URBEL	VS ENGINEERING	651-271-2568 dkurdziel@vsengineering.com

Order #10 Agenda #15

In the Matter of L C Sheriff – Animal Control Services Agreement between the Town of Lowell and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal.

Allen made a motion, seconded by Tippy, to approve the Animal Control Services Agreement between the Town of Lowell and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal. Motion carried.

Order #10 Agenda #16

In the Matter of L C Sheriff – Animal Control Services Agreement between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal.

Allen made a motion, seconded by Tippy, to approve the Animal Control Services Agreement between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal. Motion carried.

Order #10 Agenda #17

In the Matter of L C Sheriff – Animal Control Services Agreement between the Town of Winfield and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal.

Allen made a motion, seconded by Tippy, to approve the Animal Control Services Agreement between the Town of Winfield and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal. Motion carried.

Order #10 Agenda #18

In the Matter of L C Sheriff – Animal Control Services Agreement between the City of Gary and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal.

Allen made a motion, seconded by Tippy, to approve the Animal Control Services Agreement between the City of Gary and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal. Motion carried.

Order #10 Agenda #19

In the Matter of L C Sheriff – Animal Control Services Agreement between the Town of Schneider and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal.

Allen made a motion, seconded by Tippy, to approve the Animal Control Services Agreement between the Town of Schneider and the Board of Commissioners of the County of Lake on behalf of the Lake County Sheriff in the amount of \$50.00 per animal pickup plus medical bills not to exceed \$150.00 per animal. Motion carried.

Order #11 Agenda #20

In the Matter of L C Sheriff – Request for issuance of service weapon to retired Deputy Commander Brian Camadeca.

Allen made a motion, seconded by Tippy, to approve the issuance of service weapon to Retired Deputy Commander Brian Camadeca, whom retired in good standings with the Sheriff's Department. Motion carried.

Order #12 Agenda #21

In the Matter of L C Community Corrections – SPECIFICATIONS: Food Service for the period of October 1, 2017 to September 30, 2019 to be advertised. Bids to be return by Wednesday, August 16, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the advertising of the Specifications for Food Service for the period of October 1, 2017 to September 30, 2019 for Lake County Community Corrections for the return of bids by Wednesday, August 16, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #13 Agenda #22

In the Matter of L C Community Corrections – Service Agreement between Center of Workforce Innovations and the Board of Commissioners of the County of Lake to provide High School Equivalency Tutoring Classes for the period of July 1, 2017 to June 30, 2018 at the rate of \$70.00 per hour not to exceed 12 hours per week or \$840.00 weekly.

Allen made a motion, seconded by Tippy, to approve the Service Agreement between Center of Workforce Innovations and the Board of Commissioners of the County of Lake on behalf of L C Community Corrections to provide High School Equivalency Tutoring Classes for the period of July 1, 2017 to June 30, 2018 at the rate of \$70.00 per hour not to exceed 12 hours per week or \$840.00 weekly. Motion carried.

Order #14 Agenda #23

In the Matter of L C Community Corrections – Service Agreement between Monroe Pest Control Company and the Board of Commissioners of the County of Lake for the period of June 1, 2017 to May 31, 2018 in an amount not to exceed \$1,200.00 payable at the rate of \$100.00 per month.

Allen made a motion, seconded by Tippy, to approve the renewal of the Service Agreement between Monroe Pest Control Company and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections for the period of June 1, 2017 to May 31, 2018 in an amount not to exceed \$1,200.00 payable at the rate of \$100.00 per month. Motion carried.

Order #15 Agenda #24

In the Matter of L C Public Defender – Amendment to the Agreement entered into on December 21, 2016 for the year 2017 between Joseph L. Curosh, III Board of Commissioners of the County of Lake for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Amendments to the Agreements entered into on December 21, 2016 for the year 2017 between Joseph L. Curosh, III and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #15 Agenda #25

In the Matter of L C Public Defender – Amendment to the Agreement entered into on December 21, 2016 for the year 2017 between Arlington J. Foley Board of Commissioners of the County of Lake for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Amendments to the Agreements entered into on December 21, 2016 for the year 2017 between Arlington J. Foley and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #15 Agenda #26

In the Matter of L C Public Defender – Amendment to the Agreement entered into on December 21, 2016 for the year 2017 between John Maksimovich Board of Commissioners of the County of Lake for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Amendments to the Agreements entered into on December 21, 2016 for the year 2017 between John Maksimovich and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #15 Agenda #27

In the Matter of L C Public Defender – Amendment to the Agreement entered into on December 21, 2016 for the year 2017 between Jamise Perkins Board of Commissioners of the County of Lake for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Amendments to the Agreements entered into on December 21, 2016 for the year 2017 between Jamise Perkins and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #15 Agenda #28

In the Matter of L C Public Defender – Amendment to the Agreement entered into on December 21, 2016 for the year 2017 between Law Office of I. Alexander Woloshansky, P.C. Board of Commissioners of the County of Lake for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Amendments to the Agreements entered into on December 21, 2016 for the year 2017 between Law Office of I. Alexander Woloshansky, P.C. and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for Conflicts Attorney Services for an additional \$30,000.00 payable at the rate of \$90.00 per hour. Motion carried.

Order #16 Agenda #29

In the Matter of L C Board of Elections and Registration – RFP: Moving of the Voting Machines for the Special Election on November 7, 2017 from the following: A. Feree Movers; B. On-Time Distribution. Proposals to be returned by Wednesday, August 16, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Upon brief discussion, Allen made a motion, seconded by Tippy, to approve the seeking of proposals for the Moving of the Voting Machines for the Special Election on November 7, 2017 from the following, for the return of proposals by Wednesday, August 16, 2017 by 9:30 A.M. in the Lake County Auditor's Office, Repay began discussion with Michelle Fajman, asking what's the cost to the School District, at this time is all this moving going to be covered by them, Fajman replied, 100% will be covered by the School Corporation, brief discussion continued. Motion carried.

Feree Movers On-Time Distribution

Order #17 Agenda #30 & #31

In the Matter of L C Board of Elections and Registration – Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake for Board Attorney Services to be rescinded effective July 18, 2017; Agreement between Michael E. Tolbert and the Board of Commissioners of the County of Lake for Board Attorney Services for the period of July 18, 2017 to December 31, 2017 in an amount not to exceed \$7,500.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to rescind the Agreement between J. Justin Murphy and the Board of Commissioners of the County of Lake for Board Attorney Services effective July 18, 2017, and ordered same to approve the Agreement between Michael E. Tolbert and the Board of Commissioners of the County of Lake for Board Attorney Services for the period of July 18, 2017 to December 31, 2017 in an amount not to exceed \$7,500.00 payable at the rate of \$90.00 per hour. Motion carried.

(SEE FILE "ATTORNEY CONTRACTS" FOR COPY)

Order #18 Agenda #33

In the Matter of L C Plan Commission – Performance Bond for Tall Oaks Estates Subdivision in the amount of \$11,600.00.

Tippy made a motion, seconded by Allen, to approve the Performance Bond for Tall Oaks Estates Subdivision in the amount of \$11,600.00 for Lake County Plan Commission. Motion carried.

LAKE COUNTY PLAN COMMISSION

DATE: July 19, 2017
 SUBDIVISION: Tall Oaks Estates
 BONDING COMPANY: BMO Harris Bank
 PETITIONER: Roman Rzdakogz

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

Order #18 Agenda #33 cont'd

TOTAL: \$11,600.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 19TH DAY OF JULY, 2017

BOARD OF COMMISSIONERS, COUNTY OF LAKE

MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

JOHN PETALAS, AUDITOR

Order #19 Agenda #35


In the Matter of L C Data Processing – Request for Property Disposal.

Tippy made a motion, seconded by Allen, to approve the property disposal request for Lake County Data Processing, all computer equipment has been inspected and determined un-repairable with little or no value, Illiana Computer Recycling Inc. will pick up and dispose of computers at no cost to Lake County. Motion carried.

Order #20 Agenda #36

In the Matter of L C Board of Commissioners: L C Data Processing – Agreement between Stanley Convergent Security Solutions, Inc. and the Board of Commissioners of the County of Lake for the purchase and installation of a Veracity Coldstore Storage System for the Lake County Jail in an amount not to exceed \$141,345.00.

Allen made a motion, seconded by Tippy, to approve the Agreement between Stanley Convergent Security Solutions, Inc. and the Board of Commissioners of the County of Lake for the purchase and installation of a Veracity Coldstore Storage System for the Lake County Jail in an amount not to exceed \$141,345.00, Mark Pearman, Cenifax Exec. Dir., present spoke, stated this agreement will give the ability to store 3years of video data from the Lake County Jail. Motion carried.

	Sales Agreement	<table border="1"> <tr> <td> Ref. Quote #: 170047-3 Date: July 5, 2017 </td> </tr> </table>	Ref. Quote #: 170047-3 Date: July 5, 2017
Ref. Quote #: 170047-3 Date: July 5, 2017			

This Agreement is made this 5th day of July, 2017, by and between **Stanley Convergent Security Solutions, Inc.** ("SCSS"), and **Lake County, IN** ("Customer"). Customer agrees to purchase and SCSS agrees to provide material and services specified in quotation #170047-3 ("System") as listed herein, pursuant to the terms and conditions contained herein, and referenced by, this Agreement. **The total purchase price of this agreement is \$141,345.00.**

The Terms and Conditions hereunder are an integral part of the SCSS Sales Agreement hereafter referred to as the "Agreement", as referenced by the Agreement number written above and becomes a part of such Agreement as if repeated therein.

- Standard Warranty.** Warranty on the system will commence upon "acceptance" of the System by Customer as defined in Section 21. Unless otherwise specified in the quotation, SCSS hereby warrants to Customer for a period of one (1) year parts and ninety (90) days labor, that all equipment installed by SCSS under this Agreement will be free from defects in materials and workmanship. In the event that any part shall prove to be defective within 90 days, SCSS shall replace or repair, at SCSS's election, the defective part, including labor, without charge to Customer. After 90 days but within one (1) year, SCSS shall replace or repair, at SCSS's election, the defective part only; labor to repair or replace such defective part shall not be without charge to Customer. Warranty repairs will be made during SCSS's normal working hours. *It is expressly agreed that under no circumstances shall SCSS be held liable for any incidental, special or consequential damages including, but not limited to, loss of profits, whether arising under alleged breach of Agreement, negligence, strict liability, or any other legal or equitable theory, and SCSS's liability shall be strictly limited as stated above.*
- Limits of Standard Warranty and Extended Services.** This Agreement does not cover any damage to material or equipment caused by: accident; vandalism; Customer negligence; failure of Customer to follow SCSS installation, operation or maintenance instructions; abuse; misuse; attempted unauthorized repair; modifications or improper installation by anyone other than SCSS; the use of the software on hardware or with an operating system other than that specified by SCSS or the OEM; modification, or any attempt of modification, of any portion of the software without the written approval of SCSS other than user configurable data; tampering with software protection mechanism; software or hardware products not supplied by SCSS; third party software or hardware running concurrently on the System unless specifically allowed by SCSS or the OEM; systems that are not operating within the last two major software releases; performance issues relating to the use of the Customer's data network(s); or any other cause not controllable by SCSS other than ordinary wear and tear. SCSS shall not be responsible for, or accept liability for, the operation or performance of any equipment in existence prior to SCSS installation, or equipment supplied by other parties, unless otherwise stated in this Agreement.
- Sufficiency of System.** Customer acknowledges that additional equipment, at an additional cost, may provide increased detection, functionality, and control. Therefore, Customer purchases all services and equipment based on his own needs and desires, as determined by the Customer.
- Sales Tax.** All prices quoted do not include sales tax unless specifically written on face of the Sales Agreement. Customer is responsible for providing SCSS with any tax exemption certificates relating to the work for inclusion with Customer's Purchase Order. In the event that Customer fails to provide SCSS with adequate tax documentation, Customer will pay the applicable tax due and assist SCSS in determining the correct tax amount.
- Freight and Stored Materials.** Unless otherwise stated in SCSS proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified. If the Customer indicates its desire to have SCSS store materials on its behalf by selecting the option on the face of the Sales Agreement, SCSS shall invoice Customer for such materials at the point in which SCSS receives such materials. SCSS assumes responsibility for the risk of loss of such materials while the materials are being stored at SCSS. Upon delivery to the Customer, Customer assumes full responsibility for such materials.
- License or Permit.** Customer acknowledges that their local municipality may require a license or permit for the installation, use, or monitoring of the System and that Customer is solely responsible for determining and complying with such obligations unless specifically noted in this Agreement.
- Payment.** Customer agrees to pay SCSS the full Sale and/or Installation Charges indicated on the face of the Sales Agreement per the indicated payment schedule. Progress billings will be based on the percentage complete as calculated by SCSS. Further, Customer agrees to pay to SCSS the total of the Recurring Charges for service(s) indicated on the face of the Sales Agreement, on the indicated payment schedule, in advance, during the term of this Agreement and any renewals thereof. In the event that Customer disputes any portion of the payment due, Customer agrees to pay the balance which is not the subject of dispute, in accordance with the terms of this Agreement. In the event of termination or an Event of Default of this Agreement by the Customer prior to the end of the term of this Agreement, without limiting the rights of SCSS, Customer shall immediately pay to SCSS all payments then due and payable, and SCSS shall have no further obligation to perform under this Agreement. A finance charge of one and one half (1-1/2%) percent per month or eighteen (18%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Customer is responsible for SCSS's attorney fees resulting in the collection of such overdue payment.
- Default of Customer.** The happenings of any one or more of the following by the Customer, shall be Events of Default under this Agreement: 1) failure to pay any amount within 60 days after the same is due; 2) failure to observe, keep or perform any agreement required herein; 3) abuse of the System or SCSS's Representatives; 4) dissolution, termination of existence, discontinuance of business, insolvency, or business failure of Customer; 5) initiation of bankruptcy, reorganization, assignment for the benefit of creditors.

Stanley Convergent Security Solutions, Inc. page 1 of 3 Rev 1

Order #20 Agenda #36 cont'd

STANLEY Security

Sales Agreement

Ref. Quote #: 170047-3 Date: July 5, 2017

- 9. Title of Ownership and Proprietary Protection. SCSS retains title of ownership for the System until the Customer has fulfilled all obligations as set forth in this Agreement. Customer assumes full responsibility for loss or damage of SCSS equipment residing on Customer's Facility until such time as equipment is paid for in full according to the terms of this Agreement. The computer application program and documentation, collectively referred to as the "Software", that is provided by SCSS, are owned by SCSS or one of its OEM's and are protected by United States and International copyright laws and International treaty provisions. Customer must treat such Software like any other copyrighted material, except under the exceptions outlined in this section. Any violation of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. SCSS grants Customer a nonexclusive license to copy this Software onto the hard disk of a single, dedicated computer, and to make one additional copy for archival purposes. Customer may not make copies of the Software for any purpose other than what is stated in this section except for additional computers that Customer has purchased additional licenses of the Software for. Customer may not copy the documentation for any reason other than the operation of their legally licensed Software. Customer may not reverse-engineer, disassemble, decompile, or attempt to discover the source code of the Software. Customer acknowledges that all master-key codes are the confidential and proprietary information and property of SCSS and that any unauthorized use, including the transmission or dissemination of master-key codes, without the express written consent of SCSS, shall be deemed a breach of this section. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. SCSS may, therefore, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.
10. Changes to System or Services. At any time after the date hereof, all sales, installations, and services supplied by SCSS to the Customer shall be subject to the terms of this Agreement only, except that changes to the established charges shall be made for such sales, installations, or services. If Customer does not elect to purchase Extended Service coverage for the System under this Agreement, Customer agrees to pay SCSS on a per call basis at SCSS's current time and material rates for all service work performed by SCSS. In the event Customer or a third party directed by Customer, makes alterations and/or repairs to the System, SCSS, in its sole discretion, may elect to terminate this Agreement or modify the Agreement per section 23. SCSS is not liable for service or repairs upon any such alterations and/or repairs.
11. Indemnification. Customer agrees to defend, indemnify, and hold harmless SCSS and its agents and employees from any and all claims, demands, liabilities, and actions of any type, including all resultant costs and attorneys' fees, arising from injury to any person or property arising out of Customer's negligent use, handling, application, or any other negligent activity involving the equipment or systems provided under this Agreement. This provision shall not operate to relieve SCSS from liability relating to SCSS's own negligence, but shall operate to relieve SCSS from all liability for those acts caused solely or substantially by the negligence of Customer, Customer's agent and/or employee, or a third party. In the event SCSS is required to indemnify Customer, Customer's Representative, or a third party, the indemnification shall be limited to the amount of proceeds received from SCSS's insurance policy(s) applicable to the claim or action for such loss or damage.
12. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SCSS, which shall not be unreasonably withheld. SCSS may, in its sole discretion, subcontract for the provision of services under this Agreement. Customer agrees and acknowledges that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SCSS to provide any service set forth herein to Customer, and bind Customer to said Subcontractor(s) with the same force and effect as they bind Customer to SCSS.
13. No Waiver of Breach. If SCSS shall waive any breach by Customer, it shall not be construed as a waiver of any subsequent breach, and SCSS's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by SCSS in writing. SCSS's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.
14. Valid Agreement. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties.
15. Waivers of Subrogation. SCSS and Customer waive all subrogation rights against each other and any of their Representatives, agents and employees, from damages caused by fire or other perils to the extent covered by property insurance provided by the Customer or other property insurance applicable to this Agreement, except such rights as they may have to proceeds of such insurance held by the Customer as fiduciary.
16. Force Majeure. Neither party shall be liable for any failure under this agreement, including the Standard Warranty provisions contained within this Agreement, due to acts of God; acts, regulations, or laws of any government; riot, strike, or labor dispute; destruction of product facilities and materials by fire, earthquake or storm; failure of public utilities or common carriers; or any other causes beyond the reasonable control of the affected party. Any party claiming force majeure as an excuse for nonperformance shall give prompt notice to the other party and shall promptly resume its performance as soon as possible.
17. Trial by Jury. Both parties to this Agreement, knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.
18. Choice of Law. This Agreement is made and entered into in the State of Indiana and shall be interpreted, enforced, and governed under the law of Indiana. Any action regarding this Agreement or otherwise brought against SCSS by or on behalf of any party to this Agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Marion County, Indiana. If the claim could be brought in federal court, the action shall be maintained in the United States District Court for the Southern District of Indiana, Indianapolis Division.

STANLEY Security

Sales Agreement

Ref. Quote #: 170047-3 Date: July 5, 2017

- 19. Customer's Duties and Responsibilities. Customer is responsible to provide, among other items as specified elsewhere in this Agreement: 1) permanent and dedicated electrical power for the proper operation of the equipment through the Customers own electrical power system; 2) uninterrupted access to the site, during normal business hours, or whenever SCSS may reasonably require it for the installation or repair of the System; 3) proper mounting foundations for the equipment; 4) satisfactory environmental conditions for the equipment; 5) labor and equipment necessary to establish and maintain connection of the System to the Customer's telephone network.
20. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SCSS or Representatives under this Agreement, at law or in equity, is subject to and conditioned upon, among other things, the Facilities not containing or being affected in any manner whatsoever by any public or private nuisance, hazardous or dangerous activity or any hazardous substance (herein inclusively called "Environmental Considerations"), or the violation of any applicable local, State or Federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Facilities contain or are affected by Environmental Considerations, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SCSS for increased costs to SCSS as it relates to the performance of this Agreement.
21. System Acceptance. The System, or any part of it, shall be deemed to have been accepted by Customer when either of the following circumstances occur, whichever is the earlier: a) when the Customer signs a SCSS Substantial Completion or Final Acceptance form or; b) when Customer begin to have beneficial use of the System, or any part thereof. Acceptance of the system, or any portion of the system, shall not be delayed on account of additions by Customer or by minor omissions or defects which do not affect the beneficial use of the system.
22. Preventive Maintenance. Preventive Maintenance option consists of providing all necessary labor and testing equipment to inspect only, the equipment of the System for the sole purpose of determining if the equipment is operating properly. Any items needing repair will be directed to the attention of the Customer. If Customer elects SCSS to make such repairs, SCSS will perform the work and charge Customer at SCSS's prevailing time and material rates unless Customer has elected parts and Labor coverage under this Agreement.
23. Relocation of System. SCSS may discontinue or decline service(s) under this Agreement if the System, or any portion thereof, is sold or relocated to a different location other than the Facilities listed above.
24. Obsolete Equipment. SCSS's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer. In the event of such parts or equipment not being available, SCSS is not liable for replacement of such parts and equipment.
25. Software Services. If the Software Support and Upgrade option is selected under this Agreement, SCSS will provide and install software upgrades as they become commercially available, during normal SCSS working hours. The installation of the software will be scheduled at a mutually agreed upon time. Software build releases that do not affect the Customer's current operations, as determined by SCSS and the OEM, will not be installed by SCSS. In the event that the Customer elects to make such installation on their own or by a third party directed by the Customer and System problems result, SCSS will not be held responsible for such problems and any repairs by SCSS will be charged to the Customer at SCSS's then current time and material rates. Service and upgrades for third party software not supplied by SCSS are excluded from this Agreement. The Customer is responsible for all software upgrades and installation of such products. Support for such products is provided through the product Vendor's technical support group or Customer can elect to have SCSS provide support at SCSS's current time and material rates.
26. Key Service. If Customer provides SCSS with keys and/or access cards and unrestricted access to the Facilities, Customer agrees that SCSS is released for any loss, damage or expense to Customer due to the loss or theft of any such keys or access cards. SCSS shall inform the Customer within 24 hours of discovery of such loss.
27. Integrated Agreement. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein.

Stanley Convergent Security Solutions, Inc. Sales Representative Approved and accepted by Stanley By: [Signature] Title: [Signature] Date: 7/13/17
CUSTOMER By (Signature) [Signature] Name (Print or Type) [Signature] Title [Signature] Date [Signature] Bank Reference [Signature]
APPROVED THIS 13th DAY OF July 2017

STANLEY
Security

STANLEY Convergent Security Solutions
14670 Cumberland Road, Noblesville, IN 46060
T (317) 776 3500 F (317) 776 3508

*** Option #2: Veracity COLDSTORE Storage for 2 Years of Video Retention**

This option will include a traditional server with internal RAID5 storage for ninety (90) days of buffer retention. This buffer retention will then be moved to the Veracity COLDSTORE units in order to retain the video data for two (2) years. We have sized the storage to record your existing cameras with the following parameters, which match the requirements of the original bid documents:

- 4CIF resolution
- 7.5 frames per second per camera
- 50% diversity factor for motion detection
- H.264-30 compression
- Approximately 730 days of retention

Per your request, the traditional archive server will be located in the same headend as your current video retention hardware. The Veracity COLDSTORE units will be located in the data processing computer room. You will be responsible for supplying, installing, and terminating the fiber network between these two (2) headend rooms. You will also be responsible for supplying, installing, and configuring the network switches and fiber conversion modules to connect these two (2) headend rooms and their respective devices.

We will not be able to migrate your existing sixty (60) days of video storage to the new archive servers due to the data being incompatible with the new Genetec software. Therefore, we will leave the existing servers in the racks for you to keep the existing data for as long as you would like.

In addition to upgrading the storage retention, we will also be upgrading the Directory Server as well. The existing Directory Server is over four (4) years old. As part of the Directory Server upgrade, we will be upgrading the Genetec software to the latest software revision. Due to compatibility changes within the software development kit (SDK), this Genetec software upgrade will require the Commander Software integration to be updated as well.

With the Genetec Software update, we will also be upgrading the Genetec Client Software on your Network Video Client machines throughout the facility. We are assuming that the existing computer hardware at each of these Network Video Client locations meets the minimum requirements of the new Genetec Client software. Should the existing hardware not be sufficient, additional costs may be incurred for new computer hardware.

Per your request, we have included two (2) Veracity DISKPLAY docking stations for quick access to any drive that is not actively plugged into a COLDSTORE unit.

In addition, we have included three (3) spare 10TB hard drives for future use.

The price includes the equipment listed below plus labor for engineering documentation updates, Genetec Directory configuration, Genetec Archiver configuration, Veracity COLDSTORE configuration, Commander software integration updates, Genetec Client software configuration, Security Management Server updates, on-site assembly labor, and on-site validation.

- Equipment and services included:
- (1) Genetec Software Upgrade
 - (1) Genetec Directory Server
 - (1) Genetec Archiver Server with 43TB of usable RAID5 Storage
 - (3) Veracity COLDSTORE units with 150TB of Storage
 - (2) Veracity DISKPLAY Docking Stations
 - (3) Spare 10TB Hard Drives
 - (2) Genetec SDK License for Veracity COLDSTORE
 - (1) Genetec Client License
 - (1 lot) Labor, Engineering Documentation updates
 - (1 lot) Labor, Genetec Directory Server Configuration
 - (1 lot) Labor, Genetec Archive Server Configuration
 - (1 lot) Labor, Veracity COLDSTORE Configuration
 - (1 lot) Labor, Commander Software Integration Updates
 - (1 lot) Labor, Genetec Client Software Configuration
 - (1 lot) Labor, Security Management Server updates
 - (1 lot) Labor, On-site Assembly
 - (1 lot) Labor, On-site validation
 - (1 lot) Labor, On-site Training with Veracity Personnel
 - (1 lot) Travel & Living Expenses
 - (1 lot) Freight
 - (1 lot) Warranty

Option #2 Price..... \$ 141,345.00

STANLEY
Security

STANLEY Convergent Security Solutions
14670 Cumberland Road, Noblesville, IN 46060
T (317) 776 3500 F (317) 776 3508

Invoice Schedule

- 70% after all equipment is received at Stanley's office.
- 20% after all equipment is shipped to Lake County facility.
- 10% after completion.

Stanley Convergent Security Solutions, Inc. guarantees its engineering and hardware to be free from defects for a period of one (1) year, unless otherwise specified. This warranty does not include acts of God or abuse by the owner.

Terms are due upon receipt. We are not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding has been included in our price. Shipping and handling is included. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this change until we receive a Purchase Order/Signed Sales Agreement.

All paperwork to be addressed to: Stanley Convergent Security Solutions, Inc. Please fax the Purchase order or signed sales agreement to 317-776-3508 and send the original to our office to my attention. The price is valid for 30 days. If you have any questions, please feel free to call.

Sincerely,

Dusty Hackleman
Senior Sales Engineer
dustin.hackleman@abdinc.com
317-703-1159 Direct Line

In the Matter of L C Board of Commissioners: Agreement between Johnson Controls, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for a Mass Notification System in an amount not to exceed \$28,450.00.

Upon brief discussion, Tippy made a motion, seconded by Allen, to approve the Agreement between Johnson Controls, Inc., 1500 Huntington Drive, Calumet City, IL, and the Board of Commissioners of the County of Lake on behalf of Lake County Data Processing for a Mass Notification System in an amount not to exceed \$28,450.00. Motion carried.

Order #22 Agenda #37 A-G

In the Matter of Board of Commissioners: Contractor pre-Qualifications from the following to be made a matter of public record: A. Precision Builders, Inc.; B. Berglund Constructions Co.; C. Budd the Furnace Man & Sons, Inc.; D. Request for the Lake County Council to amend the Pre-Qualification Ordinance for Contractors to indicate that if they are certified by the State Public Works Commission/Board that this qualifies them with the County; E. Circle "R" Mechanical, Inc.; F. Ellas Construction Company, Inc.; G. Current Pre-Qualification List to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Contractor Pre-Qualifications from the following, the current Pre-Qualification list and the Request for the Lake County Council to amend the Pre-Qualification Ordinance for Contractors to indicate that if they are certified by the State Public Works Commission/Board that this qualifies them with the County. Motion carried.

Precision Builders, Inc.
Berglund Construction Co.
Budd the Furnace Man & Sons, Inc.
Circle "R" Mechanical, Inc.
Ellas Construction Co., Inc.

Order #23 Agenda #38

In the Matter of Board of Commissioners of the County of Lake – Lake County Ordinance No. 1410A – an Ordinance of the County Council of the County Lake, Indiana, authorizing the issuance and sale of bonds of the County for the purpose of procuring funds to pay for repairs and improvements to various public buildings, facilities, and infrastructure within the County, together with the incidental expenses in connection therewith and on account of the issuance of the bonds therefore and appropriating the proceeds of the bonds to such purposes to finance the project in an amount not to exceed \$12,000,000.00.

Allen made a motion to Lake County Ordinance No. 1410A - an Ordinance of the County Council of the County Lake, Indiana, authorizing the issuance and sale of bonds of the County for the purpose of procuring funds to pay for repairs and improvements to various public buildings, facilities, and infrastructure within the County, together with the incidental expenses in connection therewith and on account of the issuance of the bonds therefore and appropriating the proceeds of the bonds to such purposes to finance the project in an amount not to exceed \$12,000,000.00, Repay seconded the motion. Motion carried 2-1, Tippy opposed.

ORDINANCE NO. 1410A

AN ORDINANCE OF THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE COUNTY FOR THE PURPOSE OF PROCURING FUNDS TO PAY FOR REPAIRS AND IMPROVEMENTS TO VARIOUS PUBLIC BUILDINGS, FACILITIES, AND INFRASTRUCTURE WITHIN THE COUNTY, TOGETHER WITH THE INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS THEREFOR AND APPROPRIATING THE PROCEEDS OF THE BONDS TO SUCH PURPOSES TO FINANCE THE PROJECT IN AN AMOUNT NOT TO EXCEED \$12,000,000.00

WHEREAS, the County of Lake, Indiana (the "County"), is authorized by Indiana Code 36-2-6-18 and all laws amendatory thereof and supplemental thereto to issue bonds to procure moneys to be used in the exercise of the powers of the County;

WHEREAS, upon the recommendation of the Board of Commissioners of Lake County (the "Commissioners"), the County Council of the County (the "Council"), on May 9, 2017, made a preliminary determination to issue bonds to fund the costs of repairs and improvements to various public buildings, facilities, and infrastructure within the County, together with the incidental expenses in connection therewith and the costs of issuance of the bonds (collectively, the "Project");

WHEREAS, the Council now determines that it is necessary and a proper exercise of the powers of the County to provide funds for the cost of the Project;

WHEREAS, the Council has determined that the estimated cost of the Project, and the incidental expenses necessary to be incurred in connection with the Project and with the issuance of the bonds to finance the Project will be in an amount not to exceed Twelve Million Dollars (\$12,000,000);

WHEREAS, the Council finds that there are not sufficient funds available or provided for in existing tax levies with which to pay the total cost of said Project and that it is necessary to authorize the issuance of bonds for the purpose of providing funds to be applied to the Project, and that the bonds in such amount should now be authorized;

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COUNCIL OF THE COUNTY OF LAKE, INDIANA, THAT:

Section 1. Determination to Proceed; Authorization and Details of Bonds.

(a) The County shall proceed to undertake the Project.

(b) In order to procure funds with which to pay the costs of the Project and the costs of issuance of the bonds on account of the Project, the Auditor is authorized and directed to

Order #23 Agenda #38 cont'd

have prepared and to issue and sell the bonds of the County, to be designated as (i) "General Obligation Bonds, Series 2017A" in an aggregate principal amount not to exceed Twelve Million Dollars (\$12,000,000) (the "Bonds").

(c) The Bonds shall be sold at a price of not less than 99% of the par value thereof, and each issued in fully registered form in denominations of \$5,000 or integral multiples thereof, numbered consecutively from 1 upward, dated as of the issue date and shall bear interest at a rate or rates estimated not to exceed six percent (6%) per annum (the exact rate or rates to be determined by bidding), which interest shall be payable semiannually on January 15 and July 15 of each year, commencing on January 15, 2018, or as otherwise determined appropriate by the financial advisor to the County. Interest on the Bonds shall be calculated according to a 360-day year containing twelve 30-day months. The Bonds shall mature semiannually, or shall be subject to mandatory sinking fund redemption if term bonds are issued, on January 15 and July 15 of each year with a final maturity no later than January 15, 2028, or as otherwise determined appropriate by the financial advisor to the County or as otherwise determined appropriate by the financial advisor to the County, and in such amounts as determined by an Order of the Commissioners. Following the sale of the Bonds, the County is hereby authorized and directed to negotiate with the successful purchaser to modify the amortization schedule based upon the rates bid so as to comply with the level debt service requirements contained in Indiana law.

All or a portion of each of the Bonds may be issued as one or more term bonds. Upon election of the successful bidder. Such term bonds shall have a stated maturity or maturities as determined by the successful bidder or by negotiation with the purchaser, but in no event later than the last serial date of the Bonds as determined in accordance with the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on dates and in the amounts hereinafter determined by the Council.

(d) The Council and the Auditor are authorized and directed to appoint as Registrar and Paying Agent a designee of the Council, the Auditor or a qualified banking institution (the "Registrar" or "Paying Agent") for the Bonds, which shall be charged with the responsibility of authenticating the Bonds. The Council and the Auditor are hereby authorized to enter into such agreements or understandings with such bank, if a bank is so designated, as will enable the bank to perform the services required of a Registrar and Paying Agent. The Council and the Auditor are further authorized to pay such fees as the bank may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the bond fund established to pay the principal of and interest on the Bonds. Upon agreement between the County and the successful bidder for the Bonds, the Auditor may be designated as the Registrar and Paying Agent, and, in that case, shall be charged with all responsibilities of a Registrar and Paying Agent.

(e) The principal of the Bonds shall be payable at the principal office or corporate trust office of the Paying Agent. Interest on each of the Bonds shall be paid by check mailed by first class mail one business day prior to the interest payment date to the registered owner, as of the last day of the month immediately preceding the interest payment date (the "Record Date"),

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to the address as it appears on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30p.m. (New York City time). All payments on the Bonds shall be made in any lawful money of the United States of America, which on the date of such payment shall be legal tender for the payment of public and private debts.

(f) Each Bond shall be transferable or exchangeable only upon the books of the County kept for that purpose at the office or corporate trust office of the Registrar by the registered owner or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The County and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

(g) Bonds shall bear an original date which shall be their issue date, and each Bond shall also bear the date of its authentication. Bonds authenticated on or before the Record Date immediately preceding the first interest payment date shall be paid interest from the original date. Bonds authenticated thereafter shall be paid interest from the interest payment date to which interest has been paid next preceding the date of authentication of such Bonds unless the Bonds are authenticated after the Record Date and on or before the corresponding interest payment date, in which case interest thereon shall be paid from such interest payment date. If at the time of authentication of any Bond interest is in default thereon, that Bond shall bear interest from the date to which interest has been paid in full.

(h) Bonds shall be signed in the name of the County by the manual or facsimile signature of the Commissioners, and the seal of the County shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Auditor. The Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon shall have been so executed. Subject to registration provisions, the Bonds shall be negotiable under the laws of the State of Indiana.

(i) The County has determined that it may be beneficial to the County to have the Bonds held by a central depository system pursuant to an agreement between the County and The Depository Trust Company, New York, New York (the "Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system (the "Book Entry System"). The Bonds may be initially issued in the form of a single

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authenticated fully registered Bond for the aggregate principal amount of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the County and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the County to make payments of the principal of and interest on the Bonds pursuant to this ordinance. The County and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the County's and the Paying Agent's obligations with respect to principal of and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the County of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this ordinance shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the County to the Depository Trust Company.

Upon receipt by the County of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the County kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the

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bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance. If the County determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the County may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the County and the Registrar to do so, the Registrar and the County will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the County indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the County or the Registrar with respect to any consent or other action to be taken by bondholders, the County or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the County and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the County and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

Section 2. Redemption of Bonds. The Bonds are subject to optional redemption prior to maturity on any date and as otherwise determine necessary by the County, upon the advice of the County financial advisor, at the price of par plus accrued interest to the date of redemption.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding

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mandatory redemption obligation, in the order determined by the County, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date as stated above.

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate Bond for purposes of redemption. If less than an entire maturity is called for redemption, the Bonds to be called shall be selected by lot by the Registrar.

Notice of redemption shall be mailed, not less than thirty (30) days prior to the redemption date, to the address of the registered owner as shown on the registration records of the Registrar as of the date that is forty-five (45) days prior to the redemption date, unless notice is waived by the owner of the Bond or Bonds redeemed. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption may be determined by the County. Interest on the Bonds so called for redemption shall cease and the Bonds will no longer be deemed outstanding under this ordinance on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price, including accrued interest to the redemption date, on the date so named. Failure to give such notice by mailing, or any defect in such notice, with respect to any Bond shall not affect the validity of any proceedings for redemption of other Bonds.

If the Bonds are not presented for payment or redemption on the date fixed therefor, the County may deposit in trust with the Paying Agent an amount sufficient to pay such Bond or the redemption price, as the case may be, including accrued interest to the date of such payment or redemption, and thereafter the registered owner shall look only to the funds so deposited in trust with the Paying Agent for payment, and the County shall have no further obligation or liability in respect thereto.

Section 3. Sale of Bonds. (a) Prior to the sale of the Bonds, the Auditor shall cause to be published a notice of such sale two (2) times at least one (1) week apart in *The Post-Tribune* and *The Times or Crown Point Star*, newspapers published and having general circulation in the County, with the first publication occurring at least fifteen (15) days prior to the sale date and the second publication occurring at least three (3) days prior to the sale date in accordance with Indiana Code 5-1-11 and Indiana Code 5-3-1. A notice or summary notice of sale may be published in the *Court & Commercial Record* or *The Bond Buyer*, financial journals published in the City of Indianapolis, Indiana, and in the City and State of New York, respectively, at the discretion of the Auditor. In the alternative, the Auditor may cause to be published a notice of intent to sell bonds two (2) times one week apart in *The Post-Tribune* and

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The Times or Crown Point Star and *The Court & Commercial Record*. The Council hereby authorizes and approves the publication of such notices which state the purpose for which the Bonds are being issued, the total amount of the Bonds, the maximum rate of interest on the Bonds, the time and place of payment, the terms and conditions on which bids will be received and the sale made, and such other information as the Auditor, upon advice of counsel deems necessary. The notice shall provide, among other things, that the successful bidder shall be required to submit to the County a good faith deposit in the form of a certified or cashier's check (or wire transfer such amount as instructed by the County) not later than 3:30 p.m. (local time) on the next business day following the award. If the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the check and the proceeds thereof shall become the property of the County and shall be considered as its liquidated damages on account of such default.

All bids for the Bonds shall be sealed and shall be presented to the Auditor at his office, and the Auditor shall continue to receive all bids offered until the hour on the day fixed in the notice, at which time and place he shall open and consider the bids. Bidders for the Bonds shall be required to name the rate or rates of interest which the Bonds are to bear, estimated not to exceed six percent (6%) per annum (with the exact rate or rates to be determined by bidding) per annum or such lower maximum rate set forth in the notice, and such interest rate or rates shall be in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). The rate bid on any maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. The Auditor shall award the Bonds to the highest responsible and qualified bidder. The highest bidder shall be the one who offers the lowest net interest cost to the County, computing the total interest on all of the Bonds to the maturities and adding thereto the discount bid, if any, and deducting therefrom the premium bid, if any. The Auditor shall have full right to reject any and all bids. If no acceptable bid is received at the time fixed in the notice for sale of the Bonds, the Auditor shall be authorized to continue to receive bids from day to day thereafter for a period not to exceed thirty (30) days, without readvertising, but during such continuation, no bid shall be accepted which offers an interest cost which is equal to or higher than the best bid received at the time fixed for such sale in the notice. No conditional bid or bid for less than all of the Bonds will be considered.

Prior to the delivery of the Bonds, the Auditor shall obtain a legal opinion as to the validity of the Bonds from Taft Stettinius & Hollister LLP, bond counsel, and shall furnish this opinion to the purchaser of the Bonds. The cost of this opinion, the services of the County's Attorney, the services of the Council's Attorney and the services of the County's financial advisor shall be considered as part of the costs incidental to these proceedings and may be paid out of proceeds of the Bonds.

(b) Distribution of an Official Statement (preliminary and final) or other such offering documents, as deemed necessary to sell the bonds, for the bonds prepared by the County's financial advisor, on behalf of the County, is hereby authorized and approved, and the Auditor, Council, or Commissioners are authorized and directed to execute the Official Statement on behalf of the County in a form consistent with this ordinance. The Auditor is hereby authorized to designate the Official Statement as nearly final for purposes of Rule 15c2-

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12, as amended, promulgated by the Securities and Exchange Commission.

(c) If the County's financial advisor certifies to the County that it would be economically advantageous for the County to obtain a municipal bond insurance policy for the Bonds, the County hereby authorizes and directs the Council and the Auditor to obtain such an insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous if the difference between the present value cost of (a) the total debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy.

Section 4. Preparation of Bonds. The Auditor is hereby authorized and directed to have each of the Bonds prepared, and the Commissioners and the Auditor are hereby authorized and directed to execute the Bonds in the form and manner provided in this ordinance.

Section 5. Form of the Bonds. The forms and tenor of the Bonds shall be substantially, as follows (all blanks to be properly completed prior to the preparation of the Bonds):

UNITED STATES OF AMERICA
STATE OF INDIANA
LAKE COUNTY

No.R- \$ _____

GENERAL OBLIGATION BONDS, SERIES 2017A

<u>Interest Rate</u> %	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	CUSIP
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

Lake County, Indiana (the "County"), for value received hereby acknowledges itself indebted and promises to pay, to the Registered Owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, and to pay interest on such Principal Amount to the registered owner of this Bond (as defined below) until the County's obligation with respect to the payment of such Principal Amount shall be discharged, at the rate per annum specified above from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before December 31, 2017, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the last day of the month preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date.

Interest shall be payable on January 15 and July 15 of each year, commencing [January] 15, 2018. Interest shall be calculated on the basis of twelve 30-daymonths for a 360-day year.

The principal on this Bond is payable in lawful money of the United States of America upon presentation of this Bond at the principal office or corporate trust office of [] as Registrar and Paying Agent (the "Registrar" or "Paying Agent"), in the City of [], Indiana, or at the principal corporate trust office of any successor paying agent appointed under the Bond Ordinance defined below. Interest on this Bond shall be paid by check mailed one business day prior to the interest payment date to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day of the month immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THIS BOND IS PAYABLE OUT PROPERTY TAXES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS TO BE LEVIED, COLLECTED, APPROPRIATED AND APPLIED FOR THAT PURPOSE AS SET FORTH IN INDIANA CODE 6-1.1-18.5-8.

This Bond is one of an authorized issue of bonds of the County with an aggregate principal amount of \$12,000,000 (the "Bonds") designated "General Obligation Bonds Series 2017A." The Bonds are numbered consecutively from R-1 upwards, and are issued pursuant to an ordinance adopted by the County Council of the County of Lake, Indiana (the "County Council"), on July 11, 2017 (the "Bond Ordinance") and in strict compliance with the Indiana Code and all related and supplemental acts as in effect on the issue date of the Bonds, including, without limitation, Indiana Code 5-1-14, Indiana Code 36-2-6-18 Indiana Code 36-2-6-19 and Indiana Code 36-2-6-20 (collectively the "Act"), for the purpose of providing funds to be applied on the Costs of the Project (as defined in the Bond Ordinance), and paying incidental expenses incurred in connection with the issuance of the Bonds. The Bonds and any bonds issued on a parity with the Bonds under the Bond Ordinance are referred to collectively as the "Bonds."

Reference is hereby made to the Bond Ordinance for a description of the rights, duties and obligations of the County, and the owners of the Bonds, the terms and conditions upon which the Bonds are or may be issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Ordinance are on file at the principal office of the Registrar. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND ORDINANCE.

[The Bonds maturing on or after _____, 20__ are subject to optional redemption prior to maturity on any date on or after _____, 20__, with thirty (30) days notice, at a redemption

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price equal to the principal amount plus accrued interest to the date of redemption.]

[The Bonds are subject to mandatory sinking fund redemption prior to maturity at a redemption price equal to the principal amount plus accrued interest to the date of redemption on the dates and in the amounts set forth in the Bond Order executed by the Board of Commissioners following the results of the sale of the Bonds.]

[Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the County and the Registrar at least thirty (30) days prior to the date fixed for redemption unless the notice is waived by the registered owner of this Bond. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be the principal office or corporate trust office of the Registrar and Paying Agent, unless the County selects another place. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the redemption date. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of mandatory redemption.]

This Bond is transferable or exchangeable only upon the books of the County kept for that purpose at the office of the Registrar by the registered owner in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owner, as the case may be, therefor. The County and the Registrar for this Bond may treat and consider the person in whose name this Bond is registered as the absolute owner for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon. The Registrar shall not be required to register, transfer or exchange any Bond after the fifteenth day of the month immediately preceding an interest payment date on the Bonds until such interest payment date. The Registrar will not be required to (i) register, transfer or exchange any Bond during the period fifteen days next preceding mailing of a notice of redemption on any Bonds, or (ii) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call.

The Bonds are issuable only in fully registered form in the denomination of \$5,000 principal amount or any integral multiples thereof not exceeding the aggregate principal amount of the Bonds maturing in such year.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) non-callable, direct obligations of, or obligations the principal of and

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interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the County.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened, and performed in regular and due form as prescribed by law, and that the total indebtedness of Lake County, Indiana, including the Bonds, does not exceed any constitutional, statutory or local ordinance or ordinance code limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Board of Commissioners of the County of Lake, Indiana, have caused this Bond to be executed by the manual or facsimile signatures of the Commissioners, and attested by the manual or facsimile signature of the Auditor of the County, who has caused the seal of the County to be impressed or a facsimile to be printed on this Bond.

COUNTY OF LAKE, INDIANA
By: [Signature]
Commissioner
By: [Signature]
Commissioner
By: _____
Commissioner

(SEAL)
Attest: [Signature]
Auditor **OG**

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

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This Bond is one of the Bonds described in the within mentioned Bond Ordinance.

_____, as Registrar
Authorized Representative

(end of bond form)

Section 6. Defeasance. If, when the Bonds or any portion thereof shall have become due and payable in accordance with their terms, or shall have been duly called for redemption or irrevocable instructions to call the Bonds, or a portion thereof for redemption shall have been given, and the whole amount of the principal and the interest so due and payable upon all of the Bonds then outstanding or any portion thereof shall be paid, or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds issued hereunder or any designated portion thereof shall no longer be deemed outstanding or entitled to the pledge of taxes to be levied upon all property in the County.

Section 7. Deposit and Application of Bond Proceeds; Surplus to Bond Fund. The 2017 Lake County Bond Fund (the "Bond Fund") and the 2017 Construction Fund (the "Construction Fund") are hereby created. The Auditor is hereby authorized and directed to deposit the of the proceeds of the Bonds in the Construction Fund to pay for: (1) the cost of the Project and all other costs and expenses incurred in connection with the Project; and (2) costs of issuance of the Bonds. Except as described in this Section, the Construction Fund may not be used for any other purpose. The Construction Fund shall, in accordance with Indiana Code 5-13, be deposited with the depository or depositories of other public funds of the County, and all interest collected on funds deposited in the Construction Fund shall be deposited in the Construction Fund. Any surplus remaining from the proceeds of the Bonds after all costs and expenses are fully paid shall, in accordance with Indiana Code 5-1-13, either be paid into and become a part of the Bond Fund, or, at the direction of the Commissioners, with approval by the County Council, be used by the County to pay debt service on any other outstanding obligations of the County.

Section 8. Appropriation of Proceeds. The County has properly published notice in accordance with Indiana Code 5-3-1 and Indiana Code 6-1.1-18-5 regarding appropriation of the proceeds of the Bonds for the Project as provided herein and the proceeds of the Bonds and the interest earnings thereon are hereby pledged and appropriated to the cost of the Project pursuant to this Ordinance. The Auditor is hereby authorized and directed to provide information to the Indiana Department of Local Government Finance concerning this appropriation for the Bonds for the Project.

Section 9. Tax Pledge. The full faith and credit of the County are hereby

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irrevocably pledged to the punctual payment of the principal of and the interest on the Bonds according to their terms. The County covenants that it will cause a property tax for the payment of the principal of and interest on the Bonds to be levied, collected, appropriated and applied for that purpose as set forth in Indiana Code 6-1.1-18.5-8. There shall be levied in each year upon all taxable property in the County, real and personal, and collected a tax in an amount and in such manner sufficient to meet and pay the principal of and interest on the Bonds as they become due beginning January 15, 2018, and the proceeds of this tax are hereby pledged solely to the payment of the Bonds.

Section 10. Tax Covenants and Representations. In order to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as existing on the date of issuance of the Bonds and the Regulations in effect and applicable to the Bonds on the date of issuance of the Bonds (collectively, "Code") and as an inducement to purchasers of the Bonds, the Council represents, covenants and agrees that:

(a) The Project will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. No person or entity other than the County or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County or another state or local governmental unit will own property financed by Bond proceeds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the County enters into a management contract for the Project, the terms of the contract will comply with IRS Revenue Procedure 97-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(c) The County reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) above or the private loan test described in paragraph (b) above during the entire term of the Bonds.

(d) No more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any governmental use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds

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Order #23 Agenda #38 cont'd

(Disproportionate Use).

(e) The County will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the County act in any other manner which would adversely affect such exclusion. The County covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(f) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(g) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

(h) Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance (the "Tax Sections") which are designed to preserve the exclusion of interest on the Bonds from gross income under federal law (the "Tax Exemption") need not be complied with if the County receives an opinion of nationally recognized bond counsel that compliance with any Tax Section is unnecessary to preserve the Tax Exemption.

Section 11. Continuing Disclosure. The Commissioners and the Auditor are hereby authorized and directed to complete, execute and attest on behalf of the County a Continuing Disclosure Agreement (the "Agreement") that complies with the requirements of SEC Rule 15c2-12. Notwithstanding any other provisions of this ordinance, failure of the County to comply with the Agreement shall not be considered an event of default under the Bonds or this ordinance.

Section 12. Debt Limit Not Exceeded. The County represents and covenants that the Bonds herein authorized, when combined with other outstanding indebtedness of the County at the time of issuance of the Bonds, will not exceed any applicable constitutional or statutory limitation on the County's indebtedness.

Section 13. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 14. Repeal of Conflicting Provisions. All ordinances, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflict, hereby repealed or amended.

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Section 15. Amendments to Ordinance. This ordinance may, from time to time hereafter, be amended without the consent of the owners of the Bonds, if in the sole discretion of the County Council, such amendment shall not adversely affect the rights of the owners of any of the Bonds.

Section 16. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

* * *

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Order #23 Agenda #38 cont'd

This Additional Appropriation and Bond Ordinance is hereby adopted and approved this 11th day of July, 2017.

COUNTY COUNCIL,
COUNTY OF LAKE, INDIANA

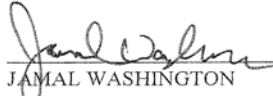

TED F. BILSKI, President



CHRISTINE CID

ELSIE FRANKLIN

DANIEL E. DERNULC

ELDON STRONG


JAMAL WASHINGTON


DAVID HAMM



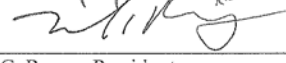
PRESENTED TO
BOARD OF COMMISSIONERS
BY LAKE COUNTY AUDITOR


JUL 12 2017 *mjs*

Attest:


John Petalas, Lake County Auditor

This Additional Appropriation and Bond Ordinance is hereby ratified by the Board of Commissioners of Lake County, Indiana, this 10th day of July, 2017.

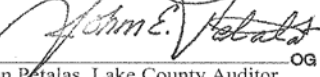

Michael C. Repay, President


Kyle W. Allen, Sr., Vice President

Jerry Tippy, Commissioner

(NO)

Attest:


John Petalas, Lake County Auditor ^{OG}

Order #24 Agenda #39-42

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS: Emergency Repairs – Sneed Construction \$31,039.91 Emergency Custom Shelving Units at the Lake County Juvenile Center C Wing C Pod; Sneed Construction \$34,649.51 Emergency Custom Shelving Units at Lake County Juvenile Center D Wing D Pod; Sneed Construction \$7,125.00 East Entrance Damaged Concrete Stair repairs at Gary Courthouse; E.C. Babilla, Inc. \$75,964.00 Emergency repairs to Lake County Jail roof.

Allen made a motion, seconded by Tippy, to approve the acceptance of the proposals for Emergency Repairs to be ratified, as recommended by Mr. Rehder for the acceptance of the sole and/or low bidder for each emergency repair as follows:
Sneed Construction, low bidder, \$31,039.91 Emergency Custom Shelving Units at the Lake County Juvenile Center C Wing C Pod
Sneed Construction, low bidder, \$34,649.51 Emergency Custom Shelving Units at Lake County Juvenile Center D Wing D Pod
Sneed Construction, low bidder, \$7,125.00 East Entrance Damaged Concrete Stair repairs at Gary Courthouse
E.C. Babilla, Inc., sole bidder \$75,964.00 Emergency repairs to Lake County Jail roof. Motion carried.

Order #25 Agenda #43 A-B

In the Matter of Board of Commissioners of the County of Lake – Resolution authorizing Joint Interlocal Agreement for the intersection of W. 109th Avenue and Calumet Avenue: A. Resolution 2017-06-29; B. Lake County Resolution.

Allen made a motion, seconded by Tippy, to make a matter of public record the Town of St. John, Lake County, Indiana – Resolution No. 2017-06-29, A Resolution Authorizing The Entry Into A Joint Interlocal Cooperation Agreement For the Intersection Improvement of West 109th Avenue And Calumet Avenue For The Mutual Benefit Of Lake County, Indiana, And The Town of St. John, Lake County, Indiana, And All Matter s Related Thereto. Brief discussion Tippy and Dull. Motion carried.
Item 43B - NAT.

Order #26 Agenda #44

In the Matter of Board of Commissioners of the County of Lake: Consulting Contract for Subrogation between Smith Sersic and the Board of Commissioners of the County of Lake for Contract Attorney Services for the period of April 1, 2017 to December 31, 2017 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Consulting Contract for Subrogation between Smith Sersic and the Board of Commissioners of the County of Lake for Contract Attorney Services for the period of April 1, 2017 to December 31, 2017. Motion carried.

Order #27 Agenda #45

In the Matter of Board of Commissioners of the County of Lake: Permit and License for construction area and property plan for part of the South ¼ of Section 29 T. 35N., R..8W, Lake County, Indiana.

Comes now, Attorney Irak with John Jimsbony, before the Board of Commissioners, requesting approval of the Permit and License for construction area and property plan for part of the South ¼ of Section 29 T. 35N., R.8W, Lake County, Indiana, lease at \$1,100.00 per month 3-month approximate time, replacing two pipelines. Discussion.

Allen made a motion to approve the Permit and License for the construction area as outlined in the proposal and also authorizing Mr. Blanchard as the representative and their President of the Lake County 2000 Building Corporation to sign the agreement on behalf of the Lake County Commissioners pursuant to the agreement, Tippy seconded the motion. Motion carried 3-0.

100-08-1038

Permit And License For Construction

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

STATE OF INDIANA

COUNTY OF Lake

} ss.

[Signatures]
 APPROVED THIS 17th DAY OF JULY, 2017
 County Board of Commissioners

THAT the undersigned, Lake County 2000 Building Corporation & Lake County Board of Commissioners (hereinafter called Licensor), in consideration of the sum of: One Thousand One Hundred Dollars per month (\$1100.00); for three months, totaling: Three Thousand Three Hundred Dollars (\$3300.00), receipt of which is hereby acknowledged, does permit and license to ANR Pipeline Company, a Delaware Corporation, its successors and assigns (hereinafter called LICENSEE) the right, privilege and authority to use adjoining agricultural property as temporary workspace for LICENSEE's upcoming pipeline replacement project, which said construction will commence on or about (08-28-17), and be completed by or before (11-28-17), (Start and Completion dates subject to change) weather permitting, lands for construction area as shown and referred to as "temporary work space" as depicted in the attached plat. The extra work space is located in three (3) tax parcel numbers (45-12-29-300-003.000-029, 45-12-29-300-004.000-029, 45-12-29-300-007.000-029) and is along, adjacent, contiguous to the existing permanent right of ways and easements previously granted by LICENSOR or Licensor's predecessors in interest or/adjacent owner by instrument recorded in the Deed Records of Lake County, INDIANA. Said temporary work space to be encompass an area of approximately 442,602' square feet (10.20 acres) of the parcel numbers identified above, and located in Section 29, Township 35 North, Range 8 West, of Lake County Indiana.

This permit and license will terminate upon completion of the replacement project referenced above. Completion includes the restoration of the lands and property impacted by the replacement construction including restoration of the area known as the extra workspace and contractor pipe-yard to a minimum current "as is" condition. This Lease agreement expires upon completion of said construction project, and payments will reflect only construction project time frame. Should additional time for construction be required, Licensee agrees to compensate Lake County 2000 Building Corporation & Lake County Board of Commissioners an additional One Thousand One Hundred Dollars (\$1100.00) (Non-Prorated) per month.

The consideration set forth above is in full payment for the use of the land described as extra temporary work space as well as full payment for any and all damages caused to licensor as a result of ANR's construction activities within the easement areas described above and/or within the extra work space and contractor pipe-yard. However, it is further agreed that licensee shall restore the areas impacted by its activities both within the easement areas described above and the extra workspace and contractor pipe-yard to as near original condition as practical.

It is mutually understood and agreed that this agreement as written covers all of the agreements and stipulations between the parties hereto and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

Licensee agrees to indemnify and hold Licensor harmless for any and all damage to property of Licensors or third parties and any injury to or death of any person resulting from Licensee's activity upon Licensors property unless such damage, injury or death results from the willfulness of Licensee or its agents. This indemnity survives the termination of the Lease.

IN WITNESS whereof the parties herein have executed this conveyance this 25th day of July, 2017.

LICENSOR:

[Signature]
 (Signature)
 Mr. Larry Blanchard
 President: Lake County 2000 Building Corporation
 On behalf of Lake County Board of Commissioners
 2293 N. Main Street, Crown Point, IN 46307

LICENSEE:

[Signature]
 (Signature)
 John A Giambone
 Contract Land Agent
 TransCanada / ANR Pipeline Company

2017 Lake County Juvenile Center - Lake Co. 2000 Bldg Corp 07-17-17 - (0696)

Order #28 Agenda #46

In the Matter of Board of Commissioners of the County of Lake: City of Gary, Department of Planning & Redevelopment, Gary Redevelopment Commission request for the transfer of fourteen (14) parcels to be ratified.

Allen made a motion, seconded by Tippy, to ratify the transfer of parcels to the City of Gary, Department of Planning & Redevelopment at their request to be approved by the Board of Commissioners, letter of request sent by Joseph Van Dyk, City of Gary, Planning & Redevelopment Commission requesting properties from Commissioners Tax Certificate Sale stating they will be utilized to further their efforts in assembling land for various redevelopment projects. Motion carried.

Order #29 Agenda #47

In the Matter of Board of Commissioners of the County of Lake: Habitat for Humanity of Northwest Indiana request for the transfer of Property Nos. 45-08-04-338-021.000-004 and 45-08-04-338-022.000-004.

Allen made a motion, seconded by Tippy, to approve the request to transfer properties to the Habitat for Humanity of Northwest Indiana, discussion, Commissioner Tippy where these properties were located, Repay, replied, Gary, letter of request sent by Daniel M. Klein, Executive Director, Habitat for Humanity, requesting the tax sale certificate for parcels 45-08-04-338-021.000-004 and 45-08-04-338-022.000-004. Motion carried.

Order #30 Agenda #48 A-F

In the Matter of Board of Commissioners of the County of Lake: Request for property disposal: A. Lake County 911; B. Lake County Auditor; C. Commissioners; D. Commissioners; E. Hammond Courthouse; F. Lake County Juvenile Center.

Allen made a motion, seconded by Tippy, to approve the property disposal request for Lake County 911, Lake County Auditor, Commissioners, Commissioners, Hammond Courthouse and Lake County Juvenile Center, all items listed on Property Disposal from and approved by Mr. Delvert Cole. Motion carried.

Order #31 Agenda #49

In the Matter of Board of Commissioners of the County of Lake: Deed for Parcel No. 45-06-01-101-030.000-023, 51 Webb Street, Hammond, Indiana to George Howard per auction on June 21, 2017.

Allen made a motion, seconded by Tippy, to approve the award of the deed from Lake County Board of Commissioners to Mr. George Howard, 625 Allen Street, Gary, IN 46403, being the high bidder in an auction for property commonly known as 51 Webb Street, Hammond, IN 46320, parcel no. 45-06-01-101-030.000-023, Quit-Claim Deed sent certified mail. Motion carried.

Order #32 ADD Agenda #49A

In the Matter of Board of Commissioners of the County of Lake: Notice of Special Meetings of the Board of Commissioners of the County of Lake for the purpose of approval and executing in a public meeting any document requiring signature at a public meeting that has not yet been approved in a public meeting and is in possession of the Board of Commissioners.

Comes now, Attorney Dull, before the Board of Commissioners, spoke, stating "local access counselor rendered an opinion, Dull believes that the opinion of the public access counselor fails to understand and describe what the word ratify means, its plain language means to take an active voidable and make it effective, per Webster's dictionary, however to avoid any

problems, Attorney Dull recommends the Board of Commissioners set up special meetings for the purpose of approving anything like you receive from today until the next special meeting out here (Commissioners Courtroom) until further recommendation", prior to this meeting, Attorney Dull stated, he spoke with the press and so a listing of special meeting dates was presented and what will be done is, all documents will be signed at those special meetings, items will be described and signed twice a week, Allen, asked question, Attorney Dull, replied, everything will be out here, Tippy, commented, asking if even the electronic transfers, Dull replied yes, Tippy, continued, asking so don't sign anything in the Office, Dull replied, no, until further recommendation, discussion continued.

Allen made a motion, seconded by Tippy, to approve agenda item #49A, Notice of Special Meetings of the Board of Commissioners of the County of Lake for the purpose of approval and executing in a public meeting any document requiring signature at a public meeting that has not yet been approved in a public meeting and is in possession of the Board of Commissioners. Motion carried.

Order #33 ADD Agenda #49B

In the Matter of Board of Commissioners of the County of Lake: Request for Permission to Seek Proposals for Professional Engineering/Architectural Services with Regard to Specification Preparation for Designated Public Work to be performed in Buildings at the Lake County Government Center. Proposals to be returned by Tuesday, August 15, 2017 by 10:00 A.M. in the Lake County Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the request to seek proposals for Professional Engineering/Architectural Services with Regard to Specification Preparation for Designated Public Work to be performed in Buildings at the Lake County Government Center for the return of proposals by Tuesday, August 15, 2017 by 10:00 A.M. in the Lake County Auditor's Office. Motion carried.

Order #34 ADD Agenda #49C

In the Matter of Board of Commissioners of the County of Lake: Emergency sidewalk repairs at the Lake County Fairgrounds.

The Board having received two proposals does hereby award **Sneed Construction** with \$74,534 as an emergency declaration for repairs to the sidewalks at the Lake County Fairgrounds, work to be completed by the start of the Lake County Fair, Commissioner Tippy, spoke, upon a motion made by Tippy, seconded by Allen. Motion carried.

Boyd Construction	\$75,260
Sneed Construction	\$74,534

Order #35 Agenda #50

In the Matter of Review and Approval of the Minutes of Regular Meeting held Wednesday, June 21, 2017.

Allen made a motion, seconded by Tippy, to approve the Minutes of the Regular Meeting of the Board of Commissioners held Wednesday, June 21, 2017. Motion carried.

Order #36 Agenda #51

In the Matter of Lake County Expense Claims to be allowed Wednesday, July 19, 2017.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, July 19, 2017 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Claims and Docket, and ordered same for Auditor to include white claims for the review of Claims and Docket effective July, 2017. Motion carried 3-0.

Order #37 Agenda #52 A-H

In the Matter of Lake County Council Ordinances and Resolutions: Adopted July 11, 2017; Items A-H.

Allen made a motion to approve Ordinance 1409A, exclude Item B acted on as Item #38 and Honorary Resolutions No. 17-48, 17-50 & 17-51, and Resolution No. 17-49, 17-53 & 17-54 as submitted and adopted by the Lake County Council on July 11, 2017, Tippy seconded the motion with discussion, inquiring about Item D, \$30 Registration fee from the Indiana Association of Counties. Motion carried 3-0.

- A. Ordinance No. 1409A – Ordinance establishing the manner and form in which the Lake County Recorder may provide bulk form copies to a bulk user.
- B. Ordinance No. 1420A – refer to Order #23
- C. Resolution No. 17-48 – Resolution Honoring Crown Point High School Girls Softball Team, IHSA Class 4A State Champions
- D. Resolution No. 17-49 – Resolution permitting the Lake County Recorder to pay outstanding 2015 invoice/debt from the 2017 Budget
- E. Resolution No. 17-50 – Resolution Honoring Merrillville High School Girls 100 Meter Relay Team
- F. Resolution No. 17-51 – Resolution Honoring Merrillville High School Girls 400 Meter Relay Team
- G. Resolution No. 17-53 – Resolution recognizing Piatak Meats.
- H. Resolution No. 17-54 – Resolution recognizing Peerless Potato Chips Company.

Order #38 Agenda #53

In the Matter of Service Agreements.

None.

Order #38 Agenda #54

In the Matter of Poor Relief Decisions.

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

Brandi McCoy	Approved/partial
Lia Thornton	Approved/partial
Monique Dykes	Approved/partial
Sherry A. Artis	Remanded to township for further consideration and review
Chauntesse Williams	Approved/partial
Mary Spurlock	Approved/partial
Jacqueline Kelly	Denied
Sharnie Alston	Denied
Kenneth Galvin	Denied
Toniesha Stewart	Denied for appellant's failure to appear
Leonardo Johnson	Denied for appellant's failure to appear
Robert Knight	Denied for appellant's failure to appear
Brit Briston	Denied for appellant's failure to appear
Angela Underwood	Denied for appellant's failure to appear
Latonia Gatson	Approved on condition/partial
George Nance Jr.	Denied
Reginald Buoton	Approved/partial
Della Gwen Bushrad	Denied
Silva Riley	Remanded to township for further consideration and review
Brenda Taylor	Approved
Nancy Cawart	Denied
Darnell Compton	Denied for appellant's failure to appear
Freddie Cook	Denied for appellant's failure to appear
Dwight Williams	Remanded to township for further consideration and review
Sherry Artis	Denied
Claudia Kelly	Approved
Shamika Nelson	Approved/partial
George Nance	Approved
Michelle Stephens	Approved/partial
Myra Steele	Remanded to township for further consideration and review
Dawn Harrell	Denied for appellant's failure to appear
Alicia Scullack-Morris	Denied for appellant's failure to appear
Marissa McFay	Denied for appellant's failure to appear
Stacy Hollaway	Denied for appellant's failure to appear
David Williams	Denied for appellant's failure to appear
Dwight Williams	Approved
Jedidiah Edmonds	Approved

Order #38 Agenda #54 cont'd

Carmen Cheris	Approved
Barbara Harris	Denied
Kathie Matthews	Approved/partial
Maggie Dillon	Approved/partial
Chaistina Creeck	Approved/partial
Malachi Johnson	Remanded to township for further consideration and review
Robyn Munins	Denied
Latonya Holliday	Denied for appellant's failure to appear
Millie Walker	Denied for appellant's failure to appear
Shanta Allen	Denied for appellant's failure to appear
Simone Butler	Denied for appellant's failure to appear
Lauella McFarland	Denied for appellant's failure to appear
Valentino Bailey	Approved/partial
Francine Harris	Approved
Barbara Cross	Approved/partial
Tammy Townsend	Approved/partial

Order #38 Agenda #55 A-C

In the Matter of Pay immediate (hand cut) Checks: A. June, 2017. B. Direct debit Claims for pay 6/26/17. C. Direct debit claims for pay 7/10/17.

Allen made a motion, seconded by Tippy, to approve the Pay immediate hand cut checks log for June 2017 submitted by the Auditor's Bookkeeping Supervisor and ordered same to approve the Direct debit claims log for pay 6/26/2017 & 7/10/2017 submitted by the Auditors County Payroll Assistant. Motion carried.

Order #39 Agenda #56A

In the Matter of Appointments: A. Certificates of Appointment from appointments made on June 21, 2017 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificates of Appointment from appointments made on June 21, 2017 (Anna Gianni – 4H Liaison, exp December 2020; Lawrence A. Acheff, Board Member – Lake County Library Board, exp June, 2021). Motion carried.

Order #40 Agenda #56B

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

Allen made a motion, seconded by Tippy, to defer action until next months meeting. Motion carried.

Order #41 Agenda #57

In the Matter of Reports.

Comes now, Larry Blanchard, with Staff Report, stating, in Spring Commissioners applied for a drug subsidy from the Federal Government to help cover drug cost for our retirees and that subsidy was received yesterday as a wire in the amount of \$467,410.61.

Comes now, Attorney Dull, with Staff Report, stating, yesterday in Executive Session there was nothing talked about but pending litigation and now presenting a letter to the Board a disclosure of action a Court Order from Judge Boswell, stating that you can not approve or disclose any of the claims that are submitted by lawyers or anything for purposes of this case, State of Indiana vs Darren Vann.

Allen made a motion, seconded by Tippy, that the Commissioners will abide by the public record disclosure as ordered by Judge Diane Boswell in the estate of Darren D. Vann. Motion carried.

Order #42 Agenda #60

In the Matter of Commentary – Public.

Comes now, Julie O'Connor of Munster, Indiana, spoke reading a prepared statement, which was not provided, regarding property acquisitions from NITD.

Comes now, Ken Davidson of Hammond, Indiana, spoke regarding matter with the Board of Commissioners of the County of Lake and the Public Access Commission, continuing with further comments from prior dates that relates to said matter. Mr. Davidson continued inquiring items not being listed on Agenda with specifics such as listing properties requested from City of Gary and one Resolution that was discussed further.

The next Board of Commissioners Meeting will be a Special Meeting held on Wednesday, July 25, 2017 at 10:00 A.M.

The next Regular Board of Commissioners Meeting will be held on Wednesday, August 16, 2017 at 10:00 A.M.

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

The following officials were Present:

Attorney John Dull
Brenda Koselke

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR