

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 13th day of October, 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 13th day of October, 2017 at about 3:45 p.m.

Order #1 Agenda #5A

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

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

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

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

Allen made a motion, seconded by Tippy, to approve the Additions – Item #10A – Software License Agreement between Center for Technology & Training Michigan Technological University * Department of Civil & Environmental Engineering and The Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the period of October 18, 2017 to October 17, 2017 in the amount of \$5,995.00 for the first year and \$1,495.00 for year two; Item #25A – Letter from the Lake County Prosecutor's Office concerning iPads; Item #29A – Proposals under advisement for Hermits Lake Manhole Repair. Letter of recommendation to Grimmer Construction, Inc. in the amount of \$65,700.00; Corrections – None, and Deletions – Number 11, Number 12, and Number 13, and ordered same to approve the Final Agenda as amended for a matter of public record and make a matter of public record the Certificate of Service of Meeting Notice to those who have made such written request. Motion carried.

Order #3 Consent Agenda

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

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-h; #6B; #6C; #6D). 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 a matter of public record the Notices of the IDEM: Indiana Department of Environmental Management (Walsh & Kelly, Inc.; ArcelorMittal USA, LLC; Hammond Port Authority; Indiana Street Storage, LLC; Providence Real Estate Development, LLC; Gary Sanitary District; K & C Property Holdings, LLC; Nicks Building Supply; Metro Recycling, Inc.; Buckeye Terminals, LLC; Sublime Development; Schilling Development; ArcelorMittal USA, LLC; BP Products North America, Inc.; Eckart America Corporation;). 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 a matter of public record the Notices of the Indiana Department of Natural Resources (Cedar Creek Township – Pon and Co's Wildwood Shores – Division of Fish and Wildlife, Land Acquisition Division, letter dated September 25, 2017; Division of Historic Preservation & Archaeology, Letter dated September 14, 2017 – Hobart First Methodist Episcopal Church and Parsonage). 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 a matter of public record the Certificates of Liability Insurance Notices (Ideal Heating Air Conditioning & Refrigeration, Inc.; Jackson Demolition Services Enterprises, LLC; Simons Complete Auto Service; Purdue University; Signature Corp of Indiana; Illinois Truck & Equipment Co., Inc.; CRG Residential LLC; Rieth-Riley Construction Co., Inc.; W.A. Lynch Construction, LLC dba Lynch Construction;). 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 a matter of public record the Continuation Certificate Notices (Signature Corp of Indiana; John J Richhoff Sheet Metal Company, Inc.; Environmental Forsensic Investigations, Inc.; Great Lakes Pleasure Pools Management, LLC; Huston Electric, Inc.)(Verification Certificate – RMC, Inland Mechanical West town Refrigeration dba RMC, Inc.; Rider – Bond Number Change – Bigelow Glass, 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 a matter of public record the Reinstatement Notices (Slab Masters, Inc.; Hooks AV LLC dba Hooks Concrete and Construction Co; Illiana Roofing & Construction Inc.; The Giacomelli Group, Inc.). 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 a matter of public record the Cancellation Notices (Illiana Roofing & Construction, Inc.; Gatlin Drive Properties, Inc.; Matrix Construction LLC; Arriba Construction & Supply LLC; Dykstra Home Services Heating & Air Conditioning; Matrix Construction LLC; Backyard Storage Solutions, LLC; Daymond Green; C & C HVAC Elpidio Soto d/b/a; All American Painting & Decorating, Inc.; Bryan D. Ogdon Ltd.; Sullivan & Fortner, LLC; Slab Masters, Inc. dba Helitech; Sults' Sealcoating Repair & Clean Up LLC; The Giacomelli Group, Inc.; Three D Enterprises Inc.; Madden Construction; MD Heating & Cooling; Jennings Electric, Inc.; Costanza Construction Inc.; Door Specialist Inc.; American Crawlspace Corp; PGL Signs & Service Inc.; Rainbow Signs Inc.; Industrial Commercial Services; NCR Roofing & Maintenance, Inc.; Feldco Factory Direct, LLC). Motion carried.

Order #3 Consent Agenda #6A-g

In the Matter of Board of Commissioners of the County of Lake: Town of Cedar Lake Notice of Public Hearing (2).

Allen made a motion, seconded by Tippy, to make a matter of public record the Town of Cedar Lake Notice of Public Hearing Notices (Special Use Variance – October 12, 2017 – 7:00p.m.; 1-Lot Subdivision and Rezone, October 18, 2018 at 7:00p.m.). Motion carried.

Order #3 Consent Agenda #6A-h

In the Matter of Board of Commissioners of the County of Lake: City of Hobart Contractor's Licensing Board meeting minutes 9.27.17.

Allen made a motion, seconded by Tippy, to make a matter of public record the City of Hobart Contractor's Licensing Board meeting minutes dated 9.27.2017 (2page draft). Motion carried.

Order #3 Consent Agenda #6B

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

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

HOME GUIDE REALTY SERVICES
DEVINE CONNECTION APPRAISALS
ALDAN NETWORKING, INC.
BERNARD ZEMEN Jr.
TRAVIS SYSTEMS
ZOMBIE DONUTZ, LLC
NOMAED TECHNOLOGIES
PRO-AM TEAM SPORTS LLC
DIANE TIPTON
SAFARI PROGRAMS, LLC
CM DETENTION PRODUCTS
DONALD J. SMITH, CPA PC
LOWELL ANIMAL

Order #3 Consent Agenda #6C

In the Matter of Board of Commissioners of the County of Lake: Lake County Treasurer's Report for the month of August, 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 August, 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 August, 2017 as submitted. Motion carried.

Order #3 Consent Agenda #6D

In the Matter of Weights and Measures Report for the period of 08/16/17-09/15/17.

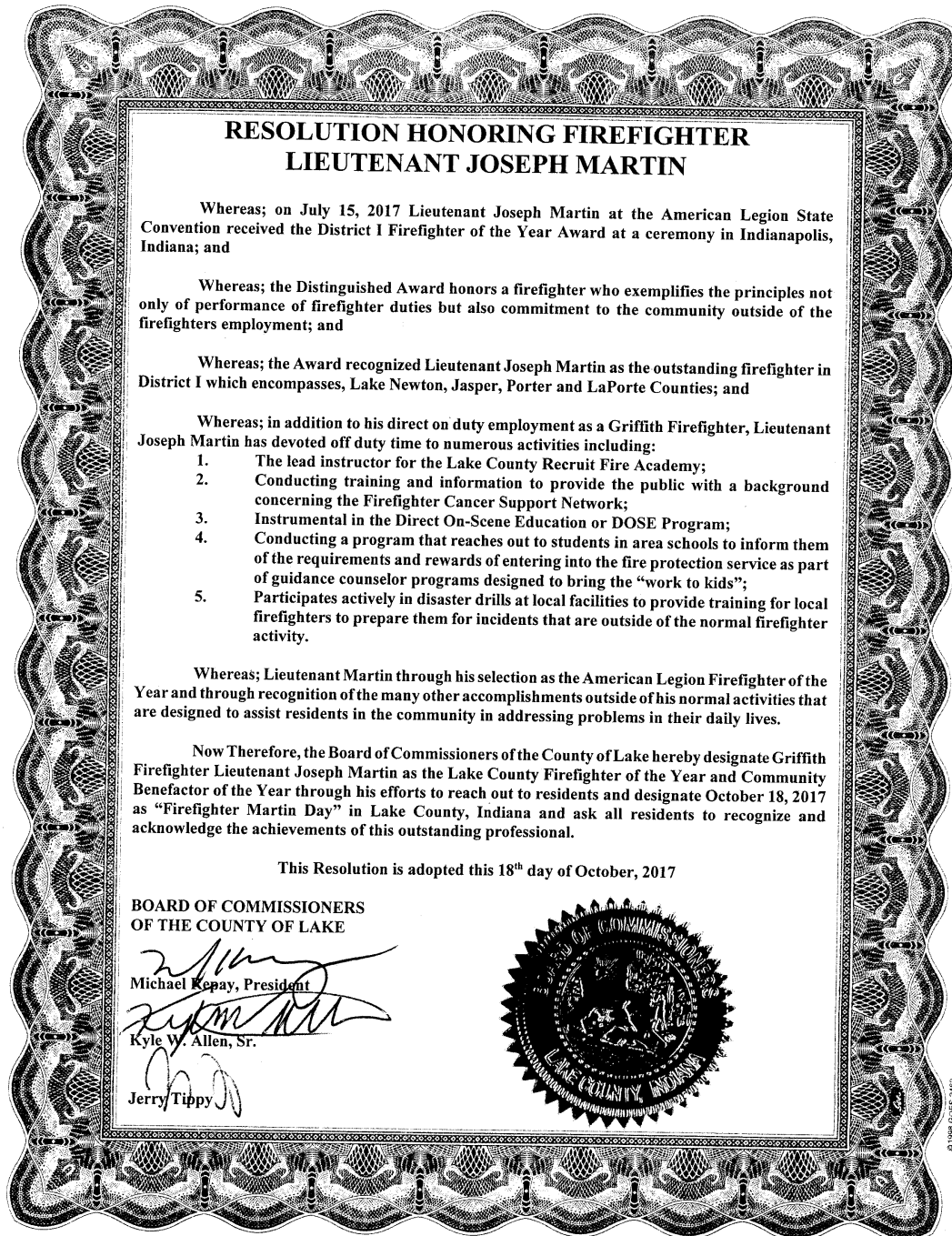
Comes now, Christine Clay, County Inspector, Weights and Measures, and files with the Board her report of fees taken in and collected in her office for the Period 08/16/17-09/15/17. Said report are in the following words and figures, to-wit; and the Board having previously duly examined and approved 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 August 16, 2017 – September 15, 2017 as submitted. Motion carried.

Order #4 Agenda #7

In the Matter of Resolutions: Resolution Honoring Firefighter Lieutenant Joseph Martin.

Comes now, Commissioner Repay, with Honorary Resolution, honoring Lieutenant Joseph Martin, whom present with family (Parents: Richard & Susan Martin and Aunt-April Godra), Repay read the Honorary Resolution aloud and presented it to Firefighter Lieutenant Joseph Martin, warm remarks followed, Repay made the motion to approve, Tippy seconded. Motion carried.



Order #5 Agenda #8

In the Matter of L C Highway – PROPOSALS: County Ditch Cleaning and Restoration.

This being the day, time and place for the receiving of proposals for County Ditch Cleaning and Restoration for the Lake County Highway Department, the following proposals were received:

KDM Services, LLC \$83,339.00

Allen made a motion, seconded by Tippy, to take the above-mentioned proposal under advisement and ratify/approve action at next Board of Commissioners meeting according to Highway Department recommendation and engineers estimate. Motion carried.

Order #6 Agenda #9

In the Matter of L C Highway – Change Order No. 1 for the 41st Avenue Calumet Township Drainage Project for the pick up and delivery of Storm Sewer Grates and Castings in the amount of \$3,921.41.

Allen made a motion, seconded by Tippy, to approve Change Order No. 1 for the 41st Avenue Calumet Township Drainage Project for the pick up and delivery of Storm Sewer Grates and Castings in the amount of \$3,921.41 on behalf of Lake County Highway Department. Motion carried.

Order #7 Agenda #10

In the Matter of L C Highway – Release from Construction Signage Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River.

Allen made a motion, seconded by Tippy, to approve the Release form from Signing Responsibility dated October 3, 2017, Release from Construction Signage Lake County Bridge #241, Kennedy Avenue over the Grand Calumet River for Lake County Highway Department. Motion carried.
Cont'd.

Order #7 Agenda #10 cont'd

IC 686

Release From Signing Responsibility

Contract B -37371
Project No. 1400568

Indiana Department of Transportation
LAPORTE DISTRICT

10/3/2017

Date

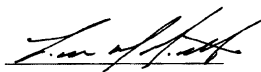
DUNNET BAY CONSTRUCTION
COMPANY
115 NORTH BRANDON DRIVE

GLENDALE IL 60139
HEIGHTS

Gentlemen:

In view of the fact that your firm has completed all of the items of work provided in the contract and the Indiana Department of Transportation has placed proper signs in accordance with the Indiana Department of Transportation's current policy, you are no longer obligated to provide signs and traffic control devices within the project limits from the above referenced project on 10/3/2017
(Date)

This in no way relieves you of any liability or obligation until such signs are removed.


Project Engineer/Supervisor
LONI D. NORTH

Cc: Project Engineer
District Review Officer

SMIC 639

**Indiana Department Of Transportation
Report of Contract Final Inspection and
Recommendation for Acceptance**

Contract B-37371
 Date Construction Substantially Completed: 9/20/2017
 (The contract is sufficiently completed so that it can be used for its intended purpose.)
 All Contract Work Complete Date 10/2/2017
 (The date all items were complete, except punchlist and removal of traffic control devices.)
 Pre-Final Inspection made by LOREI NORTH, HANSON, ROB ZOLLAR, HANSON
CHRIS REYNOLDS, INDOT, KEN MARTIN, INDOT
YVIANE ALVERSON, LAKE COUNTY HWY on 9/20/2017
 Date Punch List Items Completed: 10/2/2017
 Sod Maintenance Expired on: N.A.
 Date Failed Material Replaced: N.A.
 Final Inspection made by: LOREI V. NORTH, HANSON
 _____ on 10/2/2017
 and all work was found to be satisfactory from Station 20+63.19 to 25+19.81
 Date Construction Signs and Temporary Traffic Control Devices Removed: 10/3/2017
 Pavement Markings (have) (have not) been placed in accordance with the IMUTCD manual or as
 directed by the District Traffic Engineer.
 Right-of-Way (is) (is not) clear of all encroachments.
 Date of Last Work: 10/3/2017

RECOMMEND ACCEPTANCE

 DISTRICT CONSTRUCTION ENGINEER

 LOCAL PUBLIC AGENCY

*County or City signatures
 when required (at least two).

* By: _____
 * By: _____
 * By: _____
 APPROVED THIS 18 DAY OF October, 17.

Order #8 ADD Agenda #10A

In the Matter of L C Highway – Software License Agreement between Center for Technology & Training Michigan Technological University * Department of Civil & Environmental Engineering and The Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the period of October 18, 2017 to October 17, 2017 in the amount of \$5,995.00 for the first year and \$1,495.00 for year two.

Tippy made a motion, seconded by Allen, to approve the agreement for year 1 and year 2, the Software License Agreement between Center for Technology & Training Michigan Technological University * Department of Civil & Environmental Engineering and The Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for the period of October 18, 2017 to October 17, 2017 in the amount of \$5,995.00 for the first year and \$1,495.00 for year two. Motion carried.



Michigan Technological University - Department of Civil & Environmental Engineering

309 Dillman Hall, 1400 Townsend Drive
Houghton, Michigan 49931
906-487-2102 • Fax 906-487-3409
Email: roadssoftus@mtu.edu
www.roadssoft.us

Roadsoft® License Structure

Roadsoft Individual Local Agency License

One County, City, Village, Township, Planning Region, Native American Indian Tribe or other singular public agency.

Multi Agency License

Multi-Agency licenses (statewide, region, etc.) are negotiable. Details upon request.

License Fee

- Initial Year: \$5,995
- Renewal Year: \$1,495

Note: License fee is subject to change at the discretion of Michigan Technological University.

License includes Basic Software Package, Special Utilities, Training and Technical Support as listed below.

Although the basic software does not "shut down" when the license expires, access to Technical Support and Training ceases. Expiration of the license beyond 12 months will require purchase of another Initial Year license.

Basic Software Package

- | | |
|---|---|
| Unlimited seats within the Licensee agency | Software updates as released |
| Run time TatumGIS — No external licenses needed | Access to online "help" tutorials |
| Microsoft SQL Express — No external licenses needed | Use of the Special Utilities |
| GIS-based Map Interface | Multi-user network and administrative permissions |

Modules

- | | |
|--------------------------------|-----------------------|
| Road Module | Sign Module |
| Culvert Module | Guardrail Module |
| Linear Pavement Marking Module | Driveway Module |
| Sidewalk Module | Point Pavement Module |
| Intersection Module | Traffic Count Module |

Analysis Tools

- Pavement Strategy Evaluation Module
- Pavement Strategy Optimization Module
- Network Builder Module

Special Utilities

Laptop Data Collector (LDC) - GPS enabled utility for field data collection.
Roadsoft Mobile – Android and iOS application for sign maintenance activities.
Current asset types: Road Condition, Sign, Guardrail, Driveway, Culvert, Linear and Point Pavement Marks.

Training

Staff of licensed agencies may participate in CTT web-based training sessions for Roadsoft. Sessions are held several times per year, and typically cost \$20 to \$60 depending on length. Agency-specific training, either web-based or on-site, is available under a separate agreement.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signatures]
APPROVED THIS 10TH DAY OF October, 2017

Technical Support

Technical support **includes:**

- Initial assessment of agency's GIS map
- Linear reference compilation of agency's accepted GIS map
- QC testing prior to delivery
- Installation and configuration assistance (telephone or online)
- Software problem diagnosis (telephone or online)
- Short "How do I do this?" questions (telephone or online)

Technical support **does not include:**

- Error correction of the agency's GIS map
- Migration of existing data
- Data backup (Licensee responsibility)
- Onsite support
- Agency specific training
- Hardware support

Initial Year: Thirty-six (36) hours of user technical support. Support beyond the above is billed at the cost-recovery rate (depending on the personnel handling the support call) plus the current federally approved Benefits and Overhead Rate. Purchase order or other agreement is required prior to service.

Renewal Year: Ten (10) hours of user technical support. Support beyond the above is billed at the cost-recovery rate (depending on the personnel handling the support call) plus the current federally approved Benefits and Overhead Rate. Purchase order or other agreement is required prior to service.

User Interface

The current user interface is in English language with English units of measure.

PASER Manuals (English language)

Manuals are available on our website at <http://roadssoft.org/resources>. Manuals can be mailed upon request and are limited to the following: 3 Asphalt, 3 Concrete, 3 Sealcoat, 1 Gravel, 1 Brick, and 1 Drainage.

GIS Base Map Requirements

Agency must provide a GIS map for their agency, configured according to Roadsoft specifications.

Licensee Contact

Licensee must designate a Roadsoft License Manager for direct communication with Michigan Tech, oversight of contact with technical support, etc.

System Requirements

- Computer
 - Windows 7, Windows 8, or Windows 10
 - 1 GB RAM (more for larger jurisdictions)
 - 1 GB per installation, 4 GB per database available drive space (more for larger jurisdictions)
- GPS Unit (for LDC)
 - Must support the NMEA-0183 communication standard
 - Such as: Garmin eTrex Legend or GlobalSat BU-353-s4

Additional Services Available Under Separate Contract

- Custom programming to suit specific agency needs
- Correction of errors in the agency's GIS map
- Migration of existing data
- On-site training
- Translation of training materials into other language

Order #9 Agenda #14

In the Matter of L C Sheriff – Request for issuance of service weapon to retired Office Rob Martinez.

Allen made a motion, seconded by Tippy, to approve the issuance of service weapon to retired Officer Rob Martinez, as recommended by L C Sheriff, Officer Martinez retired in good standings June 28, 2017, recommendation letter dated October 6, 2017. Motion carried.

Order #10 Agenda #15

In the Matter of L C Surveyor – Maintenance Agreement between Clifford-Wald a KIP Company and the Board of Commissioners of the County of Lake for the period of November 1, 2017 to October 31, 2018 in an amount not to exceed \$1,560.00 payable at the rate of \$130.00 per month.

Allen made a motion, seconded by Tippy, to approve the Maintenance Agreement Maintenance Agreement between Clifford-Wald a KIP Company and the Board of Commissioners of the County of Lake on behalf of Lake County Surveyor for the period of November 1, 2017 to October 31, 2018 in an amount not to exceed \$1,560.00 payable at the rate of \$130.00 per month. Surveyor – Bill Emerson present/spoke. Motion carried.

Order #11 Agenda #16 A-D

In the Matter of L C Public Defender – Amendment to the Agreements entered into on December 21, 2016 between the following and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender.

Allen made a motion, seconded by Tippy, to approve the Amendments to the following Agreements entered into on December 21, 2016 between the following and the Board of Commissioners of the County of Lake on behalf of Lake County Public Defender for the additional amounts. Marce Gonzalez present/spoke. Motion carried.

- A. Joseph L. Curosh, III - \$30,000.00 payable at \$90.00 per hour
- B. Arlington J. Foley, Sr. - \$30,000.00 payable at \$90.00 per hour
- C. Mark K. Gruenhagen - \$20,000.00 payable at \$90.00 per hour
- D. John Maksimovich - \$20,000.00 payable at \$90.00 per hour

Order #12 Agenda #17

In the Matter of L C Assessor – Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor for the year 2018 in an amount not to exceed \$73,150.00.

Allen made a motion, seconded by Tippy, to approve the Software License Agreement between Assessment Advisors, LLC and the Board of Commissioners of the County of Lake on behalf of the Lake County Assessor for the year 2018 in an amount not to exceed \$73,150.00. Commissioners made mention that contract amount is same as prior. Motion carried.

INCOMeworks SOFTWARE LICENSE AGREEMENT

This INCOMeworks® Software License Agreement ("Agreement") is entered into by and between Assessment Advisors, LLC, at the address indicated below ("Assessment Advisors") and Lake County Assessor on behalf of Lake County Indiana, located at the address indicated below ("Licensee") and will become effective on the date it is signed by both parties named below ("Effective Date").

1. **Grant of Non-Exclusive License.** Assessment Advisors grants Licensee a non-exclusive, non-transferable license during the Term of this Agreement to access the Software on Assessment Advisors' website solely for the Authorized Application, and to print the reports generated by the Software for use solely for Licensee's internal office operations consistent with the Authorized Application.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMeworks program released as of the date of this Agreement and (ii) Updates, where "Update" means a subsequent release of the Software that is generally made available to licensees of the Software at no additional charge. Updates do not include any release or future product that Assessment Advisors licenses separately from the Software. The INCOMeworks Software contains the basic components of an income analysis for certain commercial real estate. It will provide basic information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, an overview of pertinent terminology, descriptions and examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities:
 - (a) Mass appraisal of income producing real properties located in the territory where Licensee assesses taxes on income producing real properties ("Territory") using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software, except the Software is not applicable to the types of properties identified as "Specialty" in the Software;
 - (b) As reference in tax appeals challenging the tax assessment; and
 - (c) Instructional overview for Licensee of the typical steps involved in an income analysis.

The Software is not a replacement for cost-based or other in-house value estimates and is to be used only for purposes of comparison and supplemental information. The Software is only for internal use by the Licensee in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside the Territory, valuation of any real property, or valuation of improvements to any real property.
4. **Reservation of Rights.** Except for the license rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, or any patent, copyrights, trademarks or other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, methods or processes embodied, or the whole or any part of the data incorporated, in the Software apart from the Software.
5. **Licensee Obligations and Restrictions.**
 - (a) Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application without Assessment Advisors' explicit prior written consent. To this end, Licensee will train all employees on the proper use of the Software consistent with the Authorized Application including, without limitation, ensuring that each employee using the Software reads and understands the "Overview," "What IncomeWorks Can Do," "What IncomeWorks Cannot Do" and "Read Me" pages of the Quick Start Guide.
 - (b) Licensee will use reports generated by the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals or for other uses consistent with the Authorized Application; distribution of reports for purposes other than the Authorized Application requires Assessment Advisors' prior written consent.
 - (c) Licensee will use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (d) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents.
 - (e) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else without the prior written consent of Assessment Advisors.
 - (f) Licensee will not decompile, disassemble, reverse engineer or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of any portion of the Software.
 - (g) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
6. **Ownership and Protection of Rights.** Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property") and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors or its licensor to the Assessment Advisors Property. Licensee will not attack Assessment Advisors or its Licensor's rights in Assessment Advisors Property or the validity of this Agreement during the Term or thereafter. Licensee will cooperate with Assessment Advisors and its licensor in protecting Assessment Advisors' and its Licensor's rights in Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of any of Assessment Advisors' rights in Assessment Advisors Property of which Licensee becomes aware and will cooperate with

Assessment Advisors in the prosecution of any legal action for infringement. Unless the parties agree otherwise, Assessment Advisors or its licensor will bear all costs in prosecuting any legal action for infringement and will reimburse Licensee for any reasonable out-of-pocket expenses over and above Licensee's normal operating costs incurred by Licensee in cooperating with Assessment Advisors, provided Licensee supports its reimbursement request with receipts. Assessment Advisors and its licensor have the right to pursue any infringement or violation that it deems necessary or appropriate in its sole discretion and neither Assessment Advisors nor its licensor are under any obligation to handle the infringement or violation to the satisfaction of Licensee. Licensee will not prosecute any legal action for infringement of Assessment Advisors Property without Assessment Advisors' prior written consent.

- 7. **Term.** This Agreement is for a one year term (365 days). Licensee may, at its option, renew this Agreement as set forth in Paragraph 8.
- 8. **Payments and Delivery.**
 - (a) Licensee will pay Assessment Advisors a license fee, for the term set forth in Paragraph 7, of Seventy-Three Thousand One Hundred Fifty Dollars (\$73,150) which is non-refundable and due prior to release.
 - (b) Authorized Application Options and Features continue from the current release.
 - (c) If Licensee wishes to renew this Agreement, the renewal fee will be \$73,150 for IncomeWorks 2019.
- 9. **Maintenance.** During the Term of this Agreement, Assessment Advisors will provide Licensee with access to any corrected or enhanced versions of the Software developed by Assessment Advisors via the IncomeWorks website. Such enhancement may include modifications to the Software that increase the efficiency or ease of use of the Software, but will not include any substantially new or rewritten version of the Software. During the term of this Agreement, Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter; provided, however, that Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered in a manner not expressly authorized by Assessment Advisors in writing, (iii) Software use inconsistent with the Authorized Application or (iv) Software used in an operating environment or hardware platform other than that for which it has been designed.
- 10. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. No agent of Assessment Advisors is authorized for any other warranties or to modify this limited warranty. Any action for breach of this limited warranty must be commenced during Warranty Period.
- 11. **Warranty Disclaimer.** Except as explicitly set forth in Paragraph 10, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose (even if Assessment Advisors or its licensor have been informed of such purpose) with respect to the Software and services, and with respect to the use of any of the foregoing.
- 12. **Limitation of Liability.** Except for breach of Paragraph 5 or Paragraph 17 neither Licensee, Assessment Advisors, nor Assessment Advisors' licensor will be liable for any indirect, incidental, special or consequential damages or damages for loss of revenues or profits, loss of use, business interruption, or loss of data, whether in an action in contract or tort, even if the party has been advised of the possibility of such damages. In no event will either party's liability for any damages exceed the total amount of fees paid to Assessment Advisors under this agreement in the one year preceding the claim.
- 13. **Indemnification.** Assessment Advisors will defend at its own expense and will indemnify and hold Licensee harmless from all claims, suits, and proceedings asserted or brought against Licensee based on a claim that the Software licensed under this Agreement constitutes an infringement of the intellectual property rights of any third party, provided that Assessment Advisors is promptly notified in writing and is given full and complete authority, information, and assistance for the defense of same. Assessment Advisors will not be responsible for any compromise made without its consent. If such Software is held to constitute infringement and its use is enjoined, Assessment Advisors may, at its election and expense, either obtain for Licensee the right to continue using such software, modify it so that it is not infringing, or accept Licensee's return of the Software and reimburse Licensee the total fees paid to Assessment Advisors under this Agreement. Assessment Advisors will not be liable to Licensee for indemnity to the extent that a claim of infringement is based upon the use of such software in combination with equipment, other software, or other devices for which such software was not designed or for uses other than those recommended by Assessment Advisors.
- 14. **Termination.** Either party may terminate this Agreement if the other party breaches a material term of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Termination will become effective immediately at the end of such 60-day period unless the breaching party completely remedies the breach within that period.
- 15. **Effect of Termination, Survival.** Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. Termination or expiration of this

- 26. **Allocation of Risks.** The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties.
- 27. **Authority.** Each of the persons signing below warrant and represent that they have the authority to enter into this Agreement and to bind the parties hereto. Licensee warrants that only employees of Licensee will have access to or use the Software and Licensee will ensure that all employees abide by the terms and conditions of this Agreement.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

By: Timothy VanKirk, MAI, President

Signed: 

Date: September 26, 2017

Licensee

Lake County Indiana Assessor
2293 N. Main Street, Building A, 2nd Floor
Crown Point, IN 46307

By: Board of Commissioners of the County of Lake

Signed: 

Signed: 

Signed: 

Date: October 18, 2017

EXHIBIT A



ASSESSMENT ADVISORS, LLC

toll free phone: 1-888-226-9585
www.IncomeApproach.com

September 21, 2017

Jerome Prince, Assessor
Lake County Indiana
2293 N. Main Street
Building A, 2nd Floor
Crown Point, IN 46307

RE: IncomeWorks® 2018 Renewal Quote for **Lake County, IN**

Mr. Prince:

Please accept this letter as a formal quote to provide IncomeWorks 2018 (results as of January 1, 2018) to Lake County Indiana, County office and Township offices.

The renewal pricing remains fixed per prior agreement, thus Lake County continues to benefit from the previously negotiated 25% discount:

IncomeWorks 2018 Renewal License Fee = \$73,150

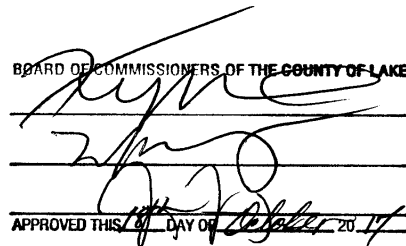
All IncomeWorks features currently in place for Lake County and Townships, including the DCF, will remain throughout the renewal year.

The Lake County office, Hearing Officers, and individual Township Authorized Users will also continue to receive phone/email technical support and consulting at no additional cost during the renewal term. Consulting consists of review of Appellant evidence and financial statements from income property types (including special purpose and complex properties) and research assistance. MAI property visits are also included, on a case-by-case basis as availability allows.

IncomeWorks 2018 will be available to release to Lake County in January 2018, if payment is received during 2017. Otherwise, IncomeWorks 2018 will be released 45 days after receipt of payment.

We are happy to work with you regarding individual invoicing (County and per-Township), submission of County Form 19, and provision of two copies of the License Agreement, per previous process.

Thank You.
Assessment Advisors, LLC
Timothy VanKirk, MAI, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 14 DAY OF October, 2017

page 5 of 5

Order #12 Agenda #18

In the Matter of L C Assessor – Agreement between Suburban Cash Registers, Inc. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$969.12.

Allen made a motion, seconded by Tippy, to approve the Agreement between Suburban Cash Registers, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Assessor for the year 2018 in an amount not to exceed \$969.12. Commissioners made mention that contract amount is same as prior. Motion carried.

Order #12 Agenda #19 A-C

In the Matter of L C Assessor – Agreement between Nestle Waters/Ready Fresh and the Board of Commissioners of the County of Lake for the year 2018 for: A. 5 gallon Ice Mountain Drinking Water - \$5.99 per bottle; B. Bottle Water Cooler Hot/Cold - \$1.99 per month; C. Carbon Filtration Water Unit - \$28.99 per month.

Allen made a motion, seconded by Tippy, to approve the Agreement between Nestle Waters/Ready Fresh and the Board of Commissioners of the County of Lake on behalf of Lake County Assessor for the year 2018 for the following. Commissioners made mention that contract amount is same as prior. Motion carried.

- A. 5 gallon Ice Mountain Drinking Water - \$5.99 per bottle
- B. Bottle Water Cooler Hot/Cold - \$1.99 per month
- C. Carbon Filtration Water Unit - \$28.99 per month.

Order #13 Agenda #20

In the Matter of L C Emergency Management – Agreement approved on September 20, 2017 between the Lake County Fire Chiefs Association, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management for the year 2018 in an amount not to exceed \$120,000.00 payable at the rate of \$30,000.00 per quarter to be rescinded.

Allen made a motion, seconded by Tippy, to approve the Agreement approved on September 20, 2017 between the Lake County Fire Chiefs Association, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management for the year 2018 in an amount not to exceed \$120,000.00 payable at the rate of \$30,000.00 per quarter to be rescinded. Motion to rescind carried 3-0.

Order #13 Agenda #21

In the Matter of L C Emergency Management – Agreement between Lake County Fire Chiefs Association, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management for the year 2018 in an amount not to exceed \$112,026.00 payable at the rate of \$28,006.50 per quarter.

Allen made a motion, seconded by Tippy, to approve the Agreement between Lake County Fire Chiefs Association, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Emergency Management for the year 2018 in an amount not to exceed \$112,026.00 payable at the rate of \$28,006.50 per quarter. Motion carried.

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 18th day of October, 2017 effective from January 1, 2018 to and including December 31, 2018 by and between LAKE COUNTY FIRE CHIEFS ASSOCIATION, INC., (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE for and on behalf of the Lake County Emergency Management Agency (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in good and professional manner the services for the County, specifically the Consultant shall:
 - A. The Board of Commissioners is a signatory to an Interlocal Agreement executed August 10, 1993 known as "The Agreement for Mutual Aid between Municipalities, Townships, and other units of Government in Lake County, Indiana" (hereinafter referred to as "the Agreement").
 - B. Under paragraph 16 of the Agreement the fire Chief's Association is the party to administer the Agreement.
 - C. A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A".
 - D. In accordance with paragraph 1 of the Agreement (Purpose"), the Fire Chief's Association is to formulate plans and take all necessary steps for implementation of the Agreement. This includes the following:
 1. Ensure that every party to the Agreement has formulated an emergency plan and programs for their jurisdiction.
 2. Establish a procedure for units within the Agreement to request aid from on another;
 3. Ensure that each of the units have established written rules and regulations for the method of giving and receiving requests for service and equipment under the regulations have been distributed to all units;
 4. Ensure that all units are aware that in addition to requests for aid, The Agreement covers additional types of activities to which the units commit as spelled out in paragraph 19(b) of the Agreement;
 - E. To ensure that the County is aware of the management activities of the Fire Chief's Association, the following apply:
 1. A copy of any annual plan developed by the Fire Chief's Association shall be provided to the County and Lake County Emergency Management.

2. An annual report of the management activities of the Fire Chief's Association shall be provided to the County on or before February 1 for the activity relating to the prior calendar year;
 3. A monthly report of management activities of the Fire Chief's Association shall be provided to the County on or before the 15th day of the current month for the prior month.
 4. The aforementioned reports shall contain an assessment as to the readiness of the units in the Agreement to respond to an emergency and the other activates as they are spelled out in paragraph 19(b) of the Agreement;
 5. An analysis of what actions need to be taken if the assessment of the Fire Chief's Association is that the units in the Agreement are not at a level to adequately respond to an emergency and other activates as they are spelled out in paragraph 19(b) of the Agreement;
 6. The Fire Chief's Association shall participate as a member in the Lake County Local Emergency Planning Committee ("LEPC") to ensure that its management activities are consistent with the operations of the Lake County Local Emergency Planning Committee.
- F. To ensure that the County is aware of the budgetary activities of the Fire Chief's Association, the following apply:
1. A copy of the proposed annual budget of the Fire Chief's Association shall be submitted to the County no later than the 1st day of September of any calendar year;
 2. The County shall have the opportunity to comment on any and all line items in the budget and submit those comments in writing to the Fire Chief's Association;
 3. The County shall inform the Fire Chief's Association of the financial commitment of the County not later than the 1st day of November of any calendar year;
 4. The Fire Chief's Association shall consider and adopt the budget and all of the County's changes/comments and forward an executed copy of the contract to the County no later than the 1st day of December of a calendar year;
 5. The County shall review and sign the contract, assuming all changes and comments have been addressed and the proposed budget is within the financial commitment of the County, and forward said signed contract to the Fire Chief's Association on or before the 31st day of December of a calendar year.
- G. In paragraph 16, Administration, of the Agreement executed by the parties and in accordance with the Interlocal Agreement statute, I.C. 36-1-7-3, the Agreement was to spell out the manner in which the administration of the Agreement would be financed, staffed and budgeted to include provisions regarding the acquisition, holding, and/or disposal of real and personal property used under the Agreement. The Agreement does

not spell out who shall finance the operations under the Agreement. By executive of this contract, the County does not commit that the County is the sole unit of government under the Agreement to provide funds. If necessary for contract year 20106, the Fire Chief Association needs to review all sources of funding for this project other than the County in order to provide for, if necessary, an equitable distribution of the operating and capital costs of the Agreement.

3. Time of Performance. The services to be preformed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of this agreement.
4. Compensation. The County agrees to pay the Consultant a flat fee of \$112,026.00 annually or \$28,006.50 quarterly beginning January 1, 2018 and continuing quarterly thereafter through December 31, 2018.
5. Changes. The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. Termination of Agreement. Either Party may terminate this agreement, with or without cause by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof

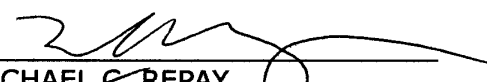
- C. IC 22-5-1.7-3 "E-Verify Program" As used in this chapter, "E-Verify Program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, S.403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.47-4 "Person" As used in this chapter. "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22--1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a (h) (3)
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec 11.(a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify Program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
- (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political


subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.

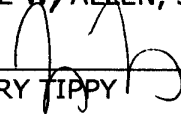
- I. IC22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
 - (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

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


THE BOARD OF COMMISSIONERS
 OF THE COUNT OF LAKE


 MICHAEL C. REPAY

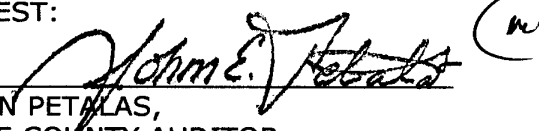

 KYLE W. ALLEN, SR.


 JERRY TIPPY

CONSULTANT


 LAKE COUNTY FIRE CHIEFS
 ASSOCIATION, INC.
 EDWARD YERGA, PRESIDENT

ATTEST:


 JOHN PETALAS,
 LAKE COUNTY AUDITOR

Order #14 Agenda #22

In the Matter of L C Calumet Township Assessor – Snow Removal Agreement between Lubrifleet Powerwash, Inc. and the Board of Commissioners of the County of Lake for the period of October 18, 2017 to April 31, 2018 at 501 East 5th Avenue, Gary, Indiana for the front lot, rear lot and sidewalk on the east side of the property at the rate of \$380.00 per push when snow is 2” or more including salting of the front and rear lots.

Allen made a motion, seconded by Tippy with discussion, to approve the Snow Removal Agreement between Lubrifleet Powerwash, Inc. and the Board of Commissioners of the County of Lake on behalf of the Calumet Township Assessor for the period of October 18, 2017 to April 31, 2018 at 501 East 5th Avenue, Gary, Indiana for the front lot, rear lot and sidewalk on the east side of the property at the rate of \$380.00 per push(event) when snow is 2” or more including salting of the front and rear lots. Motion carried.

Order #15 Agenda #23

In the Matter of L C Data Processing – Software Support Agreement between Infor (US), Inc. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$317,658.14 payable at the rate of \$79,414.53 per quarter.

Allen made a motion, seconded by Tippy, to approve, with the recommendation of Mark Pearman, Executive Director of Lake County Data Processing, the Software Support Agreement between Infor (US), Inc. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$317,658.14 payable at the rate of \$79,414.53 per quarter. Motion carried. Cont'd.

Order #15 Agenda #23 cont'd

County Form 19
County of Lake,
State of Indiana
R02/20/02

**VENDOR CONTRACT FOR LEASES, LEASE/PURCHASE AGREEMENTS,
MAINTENANCE AGREEMENTS, RENTAL AGREEMENTS AND SERVICE CONTRACTS**

This contract is entered into this 18th day of October, 2017 by and between the Board of Commissioners of the County of Lake, hereinafter referred to as the Board, on behalf of Lake County Data Processing and Infor (US), Inc. hereinafter referred to as the Vendor.

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

- 1. **TERM**
The term of this contract is from January 1, 2018 to December 31, 2018
- 2. **LEASE / LEASE PURCHASE / MAINTENANCE / RENTAL / SERVICE**
This contract covers the following

Software support to be paid in quarterly installments of \$79,414.53 for the first 3 quarters and \$79,414.55 last quarter with an annual cost of \$317,658.14 for the Support of the software listed in Exhibit A.
- 3. **SCOPE**
 - A. Attached hereto is the standard form of the Vendor utilized by that company in its business lease, lease/purchase, maintenance, rental, service agreements. Any provision in the standard form of the vendor=s agreement attached hereto shall not operate to effect a renewal of this contract under any circumstances. The only method that may be used to extend the contract at the same terms is a written agreement to extend executed by the Board of Commissioners of the County of Lake in accordance with I.C.5-22.
 - B. Where there is a conflict between the language in the attached standard form of the Vendor and the language in paragraphs one through fourteen of this basic lease, lease/purchase, maintenance, rental, service agreement, the terms and language specified on pages one through three hereof shall prevail and apply.

County Form 19
County of Lake,
State of Indiana
R02/20/02

- C. Only those terms of the standard form of the Vendor, attached hereto, which do not conflict with or contradict the terms on pages one through three of this contract are incorporated as a part of this contract. Any term in the attached standard form of the Vendor that contradicts or is in conflict with the terms on pages one through three of this contract are null and void.
- 4. Payment shall be made after receipt of invoice and a reasonable time after filing of claim by the Department with the appropriate Lake County Government Office.
- 5. This contract is subject to the annual appropriation by the Lake County Council and approval by the State Board of Tax Commissioners of sufficient funds to defray the cost of the items under this contract.
- 6. Vendor shall furnish upon request proof satisfactory to the Board that it is in good standing and is authorized to do business in the State of Indiana.
- 7. It is understood that the Board of Commissioners of the County of Lake is a governmental agency and as such is not subject to payment of Indiana Sales Tax. No such sales tax shall be included or added to the price under this contract.
- 8. The Vendor agrees by his execution of this agreement that in regards to his operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services apply and the Vendor commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this contract.
 - D. The provisions of all Federal Civil Rights Laws and Indiana Civil Rights Law as applicable are incorporated by reference as part of this contract.
 - E. Breach of any of the equal opportunity and/or the nondiscrimination provisions of the agreement may be regarded as a material breach of the contract.
- 9. The provision of I.C. 5-17-5 and I.C. 36-1-12-17 on timely payments are incorporated as part of this contract as if fully set out herein.

County Form 19
County of Lake,
State of Indiana
R02/20/02

- 10. **ON BID ITEMS ONLY:** No payments shall be made to vendor until the required performance bond is posted with the Board. The provisions of I.C. 5-17-5 and I.C. 36-1-12-17 shall not apply until the performance bond is filed.
- 11. This contract is subject to and governed by the laws of the State of Indiana.
- 12. During the term of the contract, the price shall not be adjusted.
- 13. If applicable, the provisions of I.C. 5-22 shall apply.
- 14. In accordance with Public Law 62 Indiana Code of 1971, Section 5-11-10-1 the payment will be made on this after the service has been rendered. Therefore, monthly or quarterly statement will be submitted and not paid until same has been provided.

All of which is approved this 18th day of October, 2017.

Infor (US), Inc.
COMPANY NAME

13560 Morris Road, Suite 4100
COMPANY STREET ADDRESS

Alpharetta, GA 30004
COMPANY CITY, STATE AND ZIP

678-319-8000
COMPANY TELEPHONE NUMBER

678-319-8682
COMPANY FAX NUMBER

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE

[Signature]

[Signature]

[Signature]

Lindsay Pritchard
PLEASE PRINT COMPANY
REPRESENTATIVE NAME

[Signature]
COMPANY REPRESENTATIVE SIGNATURE

ATTESTED:

[Signature]
LAKE COUNTY AUDITOR

FEDERAL EXCISE TAX EXEMPT NUMBER 356000168 003 4
INDIANA RETAIL TAX EXEMPT NUMBER 003118665 003 0

EXHIBIT A



Invoice	Invoice Date	Due Date
P - 259568-US0AB	08/29/2017	12/01/2017

Invoice

Bill to: Lake County Data Processing
2293 North Main Street
Crown Point, IN 46307
USA
Attn: Joy Thao

Deliver To: Lake County Data Processing
2293 North Main Street
Crown Point, IN 46307
USA
Attn: Server Location

Customer No.	Tax Reg. No.	Customer PO No.	Currency
5023-L			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Inventory Control System	SITE - 1	PROD	1	10	01/01/2018	12/31/2018
Requisition Center	SITE - 1	PROD	1	100	01/01/2018	12/31/2018
NetExpress App Runtime - PRODUCTION	SITE - 1	PROD	1	130	01/01/2018	12/31/2018
Oracle Runtime - Network	SITE - 1	PROD	1	70	01/01/2018	12/31/2018
NetExpress Compiler - PRODUCTION	SITE - 1	PROD	1	1	01/01/2018	12/31/2018
Lawson System Foundation	SITE - 1	PROD	1	4	01/01/2018	12/31/2018
Purchase Order System	SITE - 1	PROD	1	30	01/01/2018	12/31/2018
Environment-Case	SITE - 1	PROD	1	5	01/01/2018	12/31/2018
Human Resource Process Suite	SITE - 1	PROD	1	40	01/01/2018	12/31/2018
Financials Process Suite	SITE - 1	PROD	1	20	01/01/2018	12/31/2018
Requisitions	SITE - 1	PROD	1	60	01/01/2018	12/31/2018
NetExpress Compiler - PRODUCTION	SITE - 91	TEST	1	1	01/01/2018	12/31/2018
NetExpress App Runtime - PRODUCTION	SITE - 91	TEST	1	10	01/01/2018	12/31/2018
TAX(Type RE - IN)						0.00
TAX(Type RP - IN)						0.00

Carry Forward 0.00

EXHIBIT A



Invoice	Invoice Date	Due Date
P - 259568-US0AB	08/29/2017	12/01/2017

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

 APPROVED THIS 18 DAY OF October 2017

For renewal questions, please contact Wanda Huszar, Subscription Services Manager
 Phone: +12193651498
 Email: Wanda.Huszar@infor.com

Remit to:
 Infor (US), INC.
 NW 7418
 PO Box 1450
 Minneapolis, MN 55485-7418
 USA
 Cash.Applications@Infor.com
 Wire to: Wells Fargo Bank
 ABA# 121000248
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
317,658.14	0.00	317,658.14

Payment Terms: See Due Date.

Special Instructions: For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 317,658.14

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
678-319-8000 Federal ID# 20-3469219

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details Page No. 2 of 2

Order #15 Agenda #24

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

Allen made a motion, seconded by Tippy, to approve, with the recommendation of Mark Pearman, Executive Director of Lake County Data Processing, the disposal of un-repairable equipment with little or no value. Motion carried.

Order #15 Agenda #25

In the Matter of L C Data Processing – Software Support Agreement Mapsys, Inc. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month.

Allen made a motion, seconded by Tippy, to approve, with the recommendation of Mark Pearman, Executive Director of Lake County Data Processing, the Software Support Agreement Mapsys, Inc. and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$9,000.00 payable at the rate of \$750.00 per month. Motion carried.

Order #15 ADD Agenda #25A

In the Matter of L C Data Processing - Letter from the Lake County Prosecutor's Office concerning IPADS.

Comes now, Mark Pearman, to speak on behalf of the Letter from the Lake County Prosecutor's Office concerning IPADS, requesting to be allowed to sell the old iPads to their current employees at the price of one hundred fifty dollars (\$150) with proceeds deposited in General Fund then used for the purpose of their department, Fund 001, letter dated September 25, 2017 from Office of the Prosecuting Attorney.

Allen made a motion, seconded by Tippy, to approve, with the recommendation of Mark Pearman, Executive Director of Lake County Data Processing, the Letter from the Lake County Prosecutor's Office concerning IPADS, requesting to be allowed to sell the old iPads to their current employees. Motion carried.

Order #16 Agenda #26 A-B

In the Matter of Board of Commissioners of the County of Lake: SPECIFICATIONS – Park Rehabilitation Projects to be advertised as follows: A. King Court; B. Ralston Street. Bid to be returned by Wednesday, November 15, 2017 by 9:30 A.M. in the Lake County Auditor's Office.

Order #16 Agenda #26 A-B cont'd.

Allen made a motion, seconded by Tippy, to approve the advertising of the specifications for Park Rehabilitation Projects at King Court and Ralston Street, Calumet Township, Lake County, Indiana, representatives of Lochmueller Group landscape architect present/spoke (Jonathon Mooney & Whitney Pierle), bids to be returned by Wednesday, November 15, 2017 by 9:30 A.M. in the Lake County Auditor's Office. Motion carried.

Order #17 Agenda #27

In the Matter of Board of Commissioners of the County of Lake: Cooperation Agreement for the Intersection Improvement of 109th Avenue and Calumet Avenue between the Illiana Christian High School Association and the Board of Commissioners of the County of Lake. Estimated cost of the project is \$500,00.00. \$167,000.00 to be paid by the Town of St. John, \$167,000.00 to be paid by the County of Lake and \$167,000.00 to be paid by Illiana Christian High School Association.

Tippy made a motion, seconded by Allen, to approve the Cooperation Agreement for the Intersection Improvement of 109th Avenue and Calumet Avenue between the Illiana Christian High School Association and the Board of Commissioners of the County of Lake. Estimated cost of the project is \$500,00.00. \$167,000.00 to be paid by the Town of St. John, \$167,000.00 to be paid by the County of Lake and \$167,000.00 to be paid by Illiana Christian High School Association. Motion carried.

**COOPERATION AGREEMENT FOR THE INTERSECTION
IMPROVEMENT OF 109TH AVENUE AND CALUMET AVENUE BETWEEN THE
ILLIANA CHRISTIAN HIGH SCHOOL ASSOCIATION AND LAKE COUNTY,
INDIANA**

This COOPERATION AGREEMENT FOR THE MAINTENANCE AND IMPROVEMENT OF 109th AVENUE AND CALUMET AVENUE IN THE TOWN OF ST. JOHN BETWEEN THE ILLIANA CHRISTIAN HIGH SCHOOL ASSOCIATION AND LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement") is made and entered into this 18th day of Oct., 2017, as amended from time to time, by and between the ILLIANA CHRISTIAN HIGH SCHOOL ASSOCIATION, an Illinois nonprofit corporation (hereinafter referred to as "ILLIANA"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY"), each a political subdivision and unit organized and operating under the laws of the State of Indiana, as set forth hereinafter:

RECITALS

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

WHEREAS, ILLIANA is an Illinois nonprofit corporation that is constructing a high school located in St. John, Lake County, Indiana; and

WHEREAS, the estimated cost of the project is Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The cost will be split into three equal shares. The Town of St. John, Indiana has agreed to pay up to One Hundred Sixty Seven Thousand and 00/100 Dollars (\$167,000.00) and the COUNTY has agreed to pay up to One Hundred Sixty Seven Thousand and 00/100 Dollars (\$167,000.00).

WHEREAS, ILLIANA agrees to participate in the costs for the intersection upgrade and traffic light work and to pay up to One Hundred Sixty Seven Thousand and 00/100 Dollars (\$167,000.00).

WHEREAS, ILLIANA and COUNTY each seek to enter into cooperation agreement to provide for a 109th Avenue and Calumet Avenue intersection improvement public works project, for the mutual benefit of entities; and

WHEREAS, ILLIANA, and COUNTY have determined that entry into a cooperation agreement for a 109th Avenue and Calumet Avenue intersection improvement public works project is in the best interests of both entities, and therefore, have determined that it is advisable to enter into such a cooperation agreement.

Order #17 Agenda #27 cont'd

COVENANTS

NOW, THEREFORE, ILLIANA and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from the execution date of this Agreement to the earlier of (i) completion of the Project as defined herein, provided that this Agreement is adopted by Resolution by ILLIANA and COUNTY or (ii) 3 years from the date hereof.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of ILLIANA and COUNTY concerning a 109th Avenue and Calumet Avenue intersection improvement public works project.

SECTION 3: PROJECT DEFINED.

This Project is defined, as amended from time to time, as an intersection improvement project of 109th Avenue and Calumet Avenue intersection improvement public works project, to be supervised and completed by COUNTY, including the installation of traffic control signals, the acquisition of land, the widening of each Avenue at various points, and the re-pavement of each road at various points. The Project is further defined by the engineering plans prepared by NIES Engineering.

SECTION 4: PROJECT FUNDING.

The COUNTY shall be the lead for the construction of the project and shall let the bids. ILLIANA agrees to pay to COUNTY the amount of One Hundred Sixty Seven Thousand and 00/100 Dollars (\$167,000.00) to help fund the Project within fifteen (15) days after written notice from COUNTY that it is ready to accept bids and start construction in sixty (60) days. If construction does not start in a reasonable time, the funds will be returned to ILLIANA upon a written request from ILLIANA. COUNTY shall have the opportunity to cure within fifteen (15) days after receipt of written notice from ILLIANA or the funds shall be returned to ILLIANA.

SECTION 5: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered through LAKE COUNTY. The powers of LAKE COUNTY shall be as follows: the powers of the entity shall be exercised by LAKE COUNTY and shall be construed to include all powers directly granted it under the Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Project commencement and completion as set forth in Section 3 of this Agreement.

B. That the LAKE COUNTY AUDITOR is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by LAKE COUNTY.

SECTION 6: ASSIGNMENT OF RIGHTS.

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

SECTION 7: AMENDMENTS.

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

SECTION 8: FORCE MAJEURE.

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

SECTION 9: NOTICES.

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

ILLIANA
Illiana Christian
High School Association
2261 Indiana Avenue
Lansing, IL 60438
Attn: Board President

COUNTY
Lake County
Board of Commissioners
2293 North Main Street
3rd Floor, Building "A"
Crown Point, IN 46307
Attn: Board of County
Commissioners & Attorney to the
Board of County Commissioners

SECTION 10: CAPTIONS.

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

SECTION 11: SEVERABILITY.

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

SECTION 12: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal,

Order #17 Agenda #27 cont'd

relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 13: MATERIAL DISPUTE.

The parties agree that ILLIANA and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 14: COUNTERPARTS.

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

SECTION 15: PUBLIC ACTION.

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


A. _____ Board President of the ILLIANA as its Executive on the ____ day of _____, 2017.

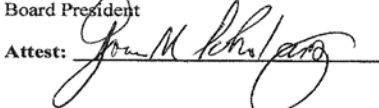
B. By the Lake County Council as the fiscal body of the municipal body known as Lake County on the ____ day of _____, 2017 by a vote of ____ in favor and ____ against and whereby the Lake County Auditor was directed to attest the same.

C. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County on the 18th day of Oct 2017 by a vote of 3 in favor and 0 against and whereby the Lake County Auditor was directed to attest the same.

WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this ____ day of _____, 2017.


ILLIANA CHRISTIAN HIGH SCHOOL ASSOCIATION,



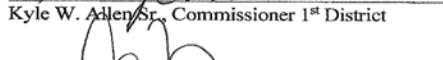
Board President
Attest: 

WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 18th day of October, 2017.

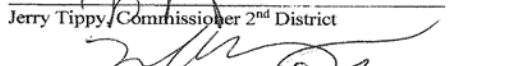
BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY, INDIANA



Kyle W. Allen Sr., Commissioner 1st District



Jerry Tippy, Commissioner 2nd District



Michael C. Repay, Commissioner 3rd District

Attest: 

Order #18 Agenda #28

In the Matter of Board of Commissioners of the County of Lake: Legal Services Agreement between Derrick Julkes and the Board of Commissioners of the County of Lake for the period of November 1, 2017 to December 31, 2017 in an amount not to exceed \$3,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Derrick Julkes and the Board of Commissioners of the County of Lake for the period of November 1, 2017 to December 31, 2017 in an amount not to exceed \$3,000.00 per month. Attorney Dull spoke. Motion carried.

Order #19 Agenda #29

In the Matter of Board of Commissioners of the County of Lake: Proposal from Wealing Brothers, LLC for Hermits Lake Wastewater Treatment – Biosolids Removal in the amount of \$110,100.00.

Tippy spoke and made a motion, seconded by Allen, approving the acceptance of the proposal from **Wealing Brothers, LLC**, 4161 N. 600 E., Fowler, IN 47944, in the amount of \$110,100.00 for Hermits Lake Wastewater Treatment Biosolids Removal, being the sole service provider, engineer for Hermits Lake Tom Wiseman has attempted to contact other companies but no success, letter of recommendation from Larry Blanchard dated October 13, 2017. Motion carried.

Order #19 ADD Agenda #29A

In the Mater of Board of Commissioners of the County of Lake: PROPOSALS – Hermits Lake Manhole Repair, letter of recommendation to Grimmer Construction, Inc. in the amount of \$65,700.00.

Tippy made a motion, seconded by Allen, to accept the recommendation to award **Grimmer Construction, Inc.**, 2619 Main Street, Highland, IN 46322, with \$65,700.00 for the repair of 18 manholes for Hermits Lake Manhole Repair, being the most responsive bidder, letter of recommendation from Larry Blanchard dated October 17, 2017. Motion carried.

Order #20 Agenda #30

In the Matter of Board of Commissioners of the County of Lake: PROPOSALS – Lake County Child Protective Services north and south heating and air conditioning split system equipment as follows: A. Correct Mechanical, Inc. - \$16,920.00; B. Johnson Controls, Inc. - \$14,302.42; C. Mechanical Concepts - \$24,850.00. Letter of recommendation to Johnson Controls, Inc. in the amount of \$14,302.42 as the lowest responsive and responsible bidder.

Comes now, Superintendent of Buildings, Mr. Rehder, before the Board of Commissioners recommending approval of the lowest most responsive and responsible bid according to his review.

Allen made a motion, seconded by Tippy, to accept the recommendation to award **Johnson Controls, Inc.** with \$14,302.42 for Lake County Child Protective Services north and south heating and air conditioning split system equipment, being the low bidder. Motion carried.

Order #21 Agenda #31

In the Matter of Board of Commissioners of the County of Lake: Letter to Mr. Donald Phillips dated October 21, 2017 concerning 4251 W. 22nd Place to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the letter sent to Mr. Donald Phillips dated October 11, 2017 from Commissioners Attorney John Dull, concerning 4251 W. 22nd Place, with the condition that the purchaser has only paid \$500, he has another 30days to pay, failure to pay will result in a refund to him and the Commissioners shall retain the property. Attorney Dull spoke. Motion carried.

Order #22 Agenda #32

In the Matter of Board of Commissioners of the County of Lake: Letter from Kaskaskia Engineering Group, LLC concerning DES Nos.: 1383711, US 41 over Wisconsin Central, Bridge rehabilitation, Lake County, Indiana KEG No.: 15-1069.00 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the letter from Kaskaskia Engineering Group, LLC, letter dated June 13, 2017, concerning DES Nos.: 1383711, US 41 over Wisconsin Central, Bridge rehabilitation, Lake County, Indiana KEG No.: 15-1069.00. Motion carried.

Order #23 Agenda #33

In the Matter of Board of Commissioners of the County of Lake: Request for property disposal: A. Lake County Surveyor.

Tippy made a motion, seconded by Allen, to approve the request for property disposal for Lake County Surveyor (Form signed by Mr. Cole). Motion carried.

Order #24 Agenda #34

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

Comes now, Attorney Dull, spoke before the Board of Commissioners, regarding County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment, explaining in 2018 the Board will have a contract for everything, so this form will be for house accounts, goods needed they give to us (the County) then we pay, there will be a contract for every house account and this is the Form.

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

Order #25 Agenda #35 A-C

In the Matter of Review and Approval of the Minutes for: A. Special Meeting, Friday, September 8, 2017; B. Special Meeting, Friday, September 15, 2017; C. Regular Meeting, Wednesday, September 20, 2017.

Order #25 Agenda #35 A-C cont'd

Allen made a motion, seconded by Tippy, to approve the Minutes of the Board of Commissioners Meetings, Special Meeting, Friday, September 8, 2017, Special Meeting, Friday, September 15, 2017, and Regular Meeting, Wednesday, September 20, 2017. Motion carried.

Order #26 Agenda #36

In the Matter of Lake County Expense Claims to be allowed Wednesday, October 18, 2017.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, October 18, 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 October, 2017. Motion carried.

Order #27 Agenda #37 A-L

In the Matter of Lake County Council Ordinances and Resolutions: A.-L.

Comes now, Commissioner Allen, with Lake County Council Ordinances and Resolutions, listed on Agenda as A-L, reading aloud by title and number for discussion if necessary.

Allen made a motion, seconded by Tippy, to approve all Ordinances and Resolutions submitted and adopted by the Lake County Council, October 10, 2017, listed below as A-L, Reply called for discussion on Resolution 17-72, Resolution for the Distribution of funds for Mental Health for Lake County for 2018, referring to Mr. Blanchard, discussion closed. Motion carried 3-0.

Lake County Council Ordinances and Resolutions:

- A. Ordinance No. 1413A – Ordinance authorizing Tax Levies for Lake County for 2018
- B. Ordinance No. 1413B – Ordinance or Resolution for Appropriations and Tax Rates.
- C. Ordinance No. 1413C – Lake County 2018 Salary Ordinance.
- D. Ordinance No. 1413D – Lake County Longevity Ordinance for 2018.
- E. Ordinance No. 1413E – Lake County Sheriff Uniform Clothing Allowance Ordinance for 2018.
- F. Ordinance No. 1413F – Per Diem Expense Ordinance for 2018.
- G. Ordinance No. 1413G – Ordinance recommending the approval of the Lake Ridge Fire District Tax Rate, Tax Levy, and Proposed Budget for 2018. As submitted
- H. Ordinance No. 1413H – Ordinance recommending the approval of the Lake County Solid Waste Tax Rate, Tax Levy, and Proposed Budget for 2018. As submitted
- I. Resolution No. 17-70 – Resolution opposing NIPSCO's Petition for General Rate Increase for Gas Delivery Charge.
- J. Resolution No. 17-71 – Resolution in support of Northwest Indiana as Amazon's Second Headquarters.
- K. Resolution No. 17-72 – Resolution for the Distribution of funds for Mental Health for Lake County for 2018.
- L. Resolution No. 17-74 – Resolution authorizing an Appeal from Tax Levy Limits established pursuant to I.C. 6-1.1-18.5-1. Et. Seq. for the budget year 2018 for the Property Tax Shortfall due to Erroneous Assessed Valuation.

Note: *Resolution No. 17-73 – Resolution To Reduce Certain Funds to Balance The 2018 Budget. Not Listed.

Order #28 Agenda #38

In the Matter of Service Agreements

There were none.

Order #28 Agenda #39

In the Matter of Poor Relief Decisions.

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

Kurt D. Waltoin	Income exceeds Ross Township Guidelines
Crystal Tarrell	Denied for appellant's failure to appear
Joyce Meece	Denied
Brenda Taylor	Remanded to township for further consideration and review
Fred Lewis	Denied for appellant's failure to appear
Crystal Bruiz	Denied
Della Williams	Denied
Ethel Hardin	Approved
Shaquans Johnson	Approved on condition
Avis Williams	Denied
Nashanta Robinson	Approved/partial
Valentino Bailey	Approved/partial
George Nance	Remanded to township for further consideration and review
Sharonda Watson	Denied
Trina Evans	Approved/partial
Tamieko Hayard	Denied
Bunita Boyd	Denied for appellant's failure to appear
Grace Hughes	Approved/partial
Medellin Genaro	Denied
Nikisha Thomas	Denied for appellant's failure to appear
Brian Hernandez	Denied for appellant's failure to appear
Natasha Johnson	Denied for appellant's failure to appear
Iris Smith	Denied for appellant's failure to appear
Olympia Lewis	Denied for appellant's failure to appear
Jasmine A. Sayles	Approved on condition
Angela Gray	Approved on condition
Jacob Santos	Denied
Sherrie Jamerson	Approved/partial
Michael Daniels	Approved
Maurice Shelton	Approved

Order #28 Agenda #39 cont'd

Lataura Johnson	Approved/partial
Ashley Stewarts	Denied for appellant's failure to appear
Cynthia Cabaka	Denied for appellant's failure to appear
Michelle Smith	Approved/partial
Laurentha Arnold	Denied for appellant's failure to appear
Karen Cox	Denied for appellant's failure to appear
Lacrecia Jackson	Denied
Olana Lee	Approved/partial

Order #29 Agenda #40

In the Matter of In the Matter of Pay Immediate (hand cut) Checks: A. September, 2017; B. Direct debit claims for pay 10.2.17

Allen made a motion, seconded by Tippy, to approve the Pay Immediate (hand cut) Checks for September 2017 and the Direct debit claims for pay 10.2.17, submitted from Auditor's Department. Motion carried.

Order #30 Agenda #41A

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

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

Order #31 Agenda #41B

In the Matter of Appointments: B. Judicial Nominating Commission – District 1.

Allen made a motion for the appointment of Aimbrell D. Holmes for Judicial Nominating Commission – District 1, Tippy seconded the motion. Motion carried 3-0.

Order #32 Agenda #41C

In the Matter of Appointments: C. Judicial Nominating Commission – District 2.

Tippy made a motion for the appointment of Robert Morgan for Judicial Nominating Commission – District 2, Allen seconded the motion. Motion carried 3-0.

Order #33 Agenda #41D

In the Matter of Appointments: D. Hammond Library Board.

Allen made a motion, seconded by Tippy, to reappoint and retain Louis Karubas as the Lake County Commissioners representative on the Hammond Library Board, four-year term ending October 18, 2021. Motion carried.

Order #34 Agenda #41E

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

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

Order #35 Agenda #41F

In the Matter of Appointments: F. Certificate of Appointment from appointment made at the Commissioners meeting on September 20, 2017 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificate of Appointment from appointment made at the Commissioners meeting on September 20, 2017 (Ronald Gregory, as Highway Department Assistant Superintendent, exp. 12/31/2017). Motion carried.

Order #36 Agenda #42

In the Matter of Staff Report

Comes now, Attorney Dull, requesting the Board to re-visit Item #6A-h, stating that the Board knows it is the holder of a five-thousand dollar bond, contractors licensing bond, if the person obtains a letter saying that this contractor violated code and submits an estimate you can forfeit the bond.

Comes now, Jason Mann, before the Board of Commissioners, stating he hired a company called AE&P Mr. Louis Reyes, they took half down demanded more got full payment, and Jason Mann states he never saw him again, mentioning he's got pictures and that he has been in front of Commission in Hobart and actually got a ruling from Judge Pagano last week a judgment, and stating the judge is very familiar with Mr. Reyes. John Dull, intervned, confirming that Mr. Mann is saying he has a letter from the Licensing Board in Hobart saying that this guy violated code? Mr. Mann replied, yes.

Commissioner Repay, referred to Mr. Dull, asking if he would suggest that the Board reconsider action of the Board and then called for a motion to reconsider 6A-h.

Allen made a motion, seconded by Tippy, for reconsideration for Agenda Item #6A-h on the Consent Agenda. Motion carried.

Order #37 Consent Agenda #6A-h

In the Matter of Board of Commissioners of the County of Lake: City of Hobart Contractor's Licensing Board meeting minutes 9.27.17.

Comes now, Attorney Dull, with recommendation to the Board, stating, if you forfeit the Bond in the amount of \$5,000.00, discussion, Attorney Dull, stated, "now here's what happens, the Bond money comes back to the County, and once you get it, we deposit it in the self-insurance fund and then you come in with a W9 and we pay you, it's not paid directly. Brief discussion cont'd.

Tippy made a motion, seconded by Allen, according the recommendation by Attorney Dull, to forfeit the Bond. Motion carried.

The next Board of Commissioners Regular Meeting will be held on Wednesday, November 15, 2017 at 10:00 A.M.

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

The following officials were Present:
Attorney John Dull
Highway Superintendent, Jan Smoljan

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR

