

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

*Note: Digital Recording has no sound, inaudible.

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 2nd day of November, 2017 at about 2:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 2nd day of November, 2017 at about 2:30 p.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: A. Certificate of Service of Meeting Notice and Posting to those who have made such written request 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 Service of Meeting Notice and Posting to those who have made such written request. Motion carried 2-0, 1 absent.

Order #2 Agenda #6

In the Matter of L C Commissioners – Emergency Eephus Roofing Work at the East Chicago Courthouse.

Allen made a motion, seconded by Repay, to accept the recommendation of Mr. Rehder to award **Gary Material Supply**, 7318 W 15th Ave, Gary, IN 46406, for Emergency Eephus Roofing Work at the East Chicago Courthouse, being the low bid of five (5) bids received, letter of recommendation signed by Mr. Rehder, dated November 7, 2017. Motion carried 2-0, 1 absent.

Order #3 Agenda #7

In the Matter of L C Commissioners – Amendment to the agreement with CSK Architects.

Allen made a motion, seconded by Repay, to approve the Agreement Amendment with **CSK Architects**, 6919 W. Lincoln Highway, P.O. Box 179, Schererville, IN 46375, for an additional \$36,800.00 for additional work to A and B Buildings and replacement of the Roof Top HVAC in the Jail, according to the letter of recommendation signed by Mr. Rehder, dated November 7, 2017. Motion carried 2-0, 1 absent.

AIA Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO:
Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307
(Owner or Owner's Representative)

In accordance with the Agreement dated: August 25, 2017

BETWEEN the Owner:
(Name and address)
Board of Commissioners
Lake County Government Center
2293 North Main Street
Crown Point, IN 46307

and the Architect:
(Name and address)
CSK Architects, P.C.
6919 W. Lincoln Highway
PO Box 179
Scherverville, IN 46375

for the Project:
(Name and address)
Renovations to Buildings "A" and "B" and the
Replacement of the Roof Top HVAC Units on the new Jail Addition
2293 North Main Street
Crown Point, IN 46307

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Handwritten signature]

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

APPROVED THIS 8th DAY OF November 2017

As follows:
Per the attached letter from CSK Architects P.C. dated November 7, 2017

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
\$36,800.00

Time:
No Change

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SUBMITTED BY: <u>TEKKE</u> (Signature) Thomas E. Kuhn, AIA, CSI, AIA, President (Printed name and title) <u>11.7.17</u> (Date)	AGREED TO: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE <u>[Signature]</u> (Signature) <u>[Signature]</u> (Printed name and title) <u>[Signature]</u> (Date) APPROVED THIS <u>8</u> DAY OF <u>November</u> 20 <u>17</u>
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CSK ARCHITECTS, P.C.

www.cskarchitects.com

November 7, 2017

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

RE: Request for Additional Services Proposal for Professional Engineering/Architectural Services
 Lake County Government Center
 2293 North Main Street
 Crown Point, IN 46307

Board of Commissioners,

It has been a pleasure to work with you and your staff on the above referenced projects. Thank you for the opportunity to present our proposals to provide the requested Additional Services.

Per your request and our discussions we propose to furnish Architectural and Engineering Services to include the following:

1. **Improvements and Renovations to the Lake County Hammond Courthouse for VOIP.** This will include Construction Documents, a Project Manual including Specifications to publicly bid the work which will include but not be limited to a new generator, transfer switch, main breaker, transformer, UPS, branch panel, conduit and wiring and a new rack with PDU's for electronics.

This will be completed for the Lump Sum price of \$7,675
2. **Upgrade of Existing Light Fixtures to LED Light Fixtures in all Lake County Facilities.** This will include Construction Documents, a Project Manual including Specifications to publicly bid the work which will include replacing all the remaining Non-LED light fixtures in all County Facilities to LED Light Fixtures. The scope of work will be based upon a previously completed survey and selected light fixture specifications by an outside consultant.

This will be completed for the Lump Sum price of \$14,625
3. **Emergency Repairs of Exterior Wall at the Lake County East Chicago Courthouse.** This will include Drawings in order to repair and cover the damaged south exterior wall on an emergency basis due to the demolition of the adjacent building.

This will be completed for the Lump Sum price of \$1,000
4. **Improve Security at the Main Entrance to the Lake County East Chicago Courthouse.** This will include Drawings, and Specifications if needed, in order to improve security at the main entrance in order to receive quotes for the work.

This will be completed for the Lump Sum price of \$3,000

5. **Improve Security at the Main Entrance to the Lake County Hammond Courthouse.** This will include Drawings, and Specifications if needed, in order to improve security at the main entrance in order to receive quotes for the work.

This will be completed for the Lump Sum price of \$3,000

6. **Preliminary Design of Security Barriers on the south side of the Lake County Government Complex in Crown Point.** This will include a preliminary design in order to provide security barriers to defend against a loaded truck from driving into the building along the south side of the building. Once the scope of the work and preliminary design is complete we will offer an additional fee to complete the design, provide Construction Documents and a Project Manual including Specifications and to publicly bid the work

This will be completed for the Lump Sum price of \$5,000

7. **Preliminary Design of a New Video Surveillance System for the Lake County Government Complex in Crown Point.** This will include a preliminary design of a New Video Surveillance System for the Lake County Government Complex. Once the scope of the work and preliminary design is complete we will offer an additional fee to complete the design, provide Construction Documents and a Project Manual including Specifications and to publicly bid the work

This will be completed for the Lump Sum price of \$2,500

The total proposed fee for all of the above proposed additional services is \$36,800

Please let me know if you need further assistance or have any questions in regard to this proposal. I am also available to discuss this proposal at your earliest convenience if you require.

We are prepared to begin work immediately for this project upon your authorization.

Respectfully submitted,



Thomas E. Kuhn, AIA, CSI, ALA
tkuhn@cskarchitects.com
Cell - 219-741-1849

Order #4 Agenda #8

In the Matter of L C Commissioners – Gluth Brothers Roofing Company, Inc. Change Order for perimeter sheet metal 2 piece fascia cover at the East Chicago Courthouse in an amount not to exceed \$9,848.00.

Allen made a motion, seconded by Repay, to approve the Change Order to **Gluth Brothers Roofing Company, Inc.** in an amount not to exceed \$9,848.00 for perimeter sheet metal 2 piece fascia cover at the East Chicago Courthouse in an amount not to exceed \$9,848.00, letter of recommendation signed by Mr. Rehder, dated November 1, 2017. Motion carried 2-0, 1 absent.

Order #5 Agenda #9

In the Matter of L C Commissioners – Emcor Hyre Electric Co. of Indiana Change Order for repair of lighting in the Lake County Jail in an amount not to exceed \$3,717.17.

Allen made a motion, seconded by Repay, to approve the Change Order to **Emcor Hyre Electric Co. of Indiana** in an amount not to exceed \$3,717.17 for repair of lighting in the Lake County Jail, letter of recommendation signed by Mr. Rehder, dated October 18, 2017. Motion carried 2-0, 1 absent.

Order #6 Agenda #10

In the Matter of L C Commissioners – Emergency Grass Shack roofing and wall replacement.

Allen made a motion, seconded by Repay, to award the sole bid submitted of **Gariup Construction** in the amount of \$63,150.00 for Emergency Grounds Building Exterior work improvements, letter of recommendation signed by Mr. Rehder, dated November 1, 2017. Motion carried 2-0, 1 absent.

Order #7 Agenda #11

In the Matter of L C Commissioners – Joint Interlocal Cooperation Agreement for the Intersection Improvement of West 109th Avenue and Calumet Avenue in Lake County, Indiana, between the Town of St. John, Indiana, a municipal corporation and unit of government, and Lake County, Indiana, a unit of government.

Allen made a motion, seconded by Repay, to approve the Joint Interlocal Cooperation Agreement for the Intersection Improvement of West 109th Avenue and Calumet Avenue in Lake County, Indiana, between the Town of St. John, Indiana, a municipal corporation and unit of government, and Lake County, Indiana, a unit of government. Motion carried 2-0, 1 absent.

Order #7 Agenda #11 cont'd

**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 1st day of Dec., 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.

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.

Order #7 Agenda #11 cont'd

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,

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:

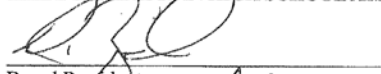
A. _____ Board President of the ILLIANA as its Executive on the ____ day of _____, 2017.

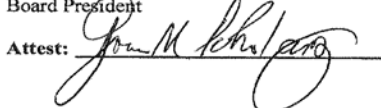
B. By the Lake County Council as the fiscal body of the municipal body known as Lake County on the ____ day of _____, 2017 by a vote of ____ in favor and ____ against and whereby the Lake County Auditor was directed to attest the same.

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: 

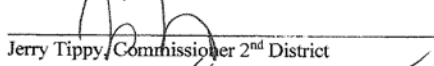
Order #7 Agenda #11 cont'd

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

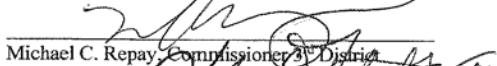
BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY, INDIANA



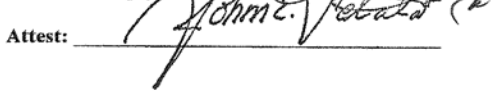
Kyle W. Allen Sr., Commissioner 1st District



Jerry Tippy, Commissioner 2nd District



Michael C. Repay, Commissioner 3rd District

Attest: 

John E. Petala

Order #8 Agenda #12

In the Matter of L C Commissioners – Joint Interlocal Cooperation Agreement between the City of Lake Station, Indiana and Lake County, Indiana, regarding snow removal of 2.88 miles of several streets and intersections in Lake County; and paving of 34th Avenue from a point 140 feet east of the center line of Jay Street east to the dead end of LaPorte Street paving 32nd Avenue north to 31st Avenue in Lake Station, Lake County, Indiana.

Allen made a motion, seconded by Repay, to approve the point Interlocal Cooperation Agreement between the City of Lake Station, Indiana and Lake County, Indiana, regarding snow removal of 2.88 miles of several streets and intersections in Lake County; and paving of 34th Avenue from a point 140 feet east of the center line of Jay Street east to the dead end of LaPorte Street paving 32nd Avenue north to 31st Avenue in Lake Station, Lake County, Indiana. Motion carried 2-0, 1 absent. (SEE FILE "2017 CONTRACTS" FOR COPY OF AGREEMENT)

Order #9 Agenda #13

In the Matter of L C Commissioner – Lake Superior Court – Memorandum of Understanding between Lake Superior Court and Franciscan Health Hammond Volunteer Advocate for Seniors and Incapacitated Adults (VASIA) program for a Volunteer Advocates for Seniors or Incapacitated Adults (VASIA).

Allen made a motion, seconded by Repay, to approve the Memorandum of Understanding between Lake Superior Court and Franciscan Health Hammond Volunteer Advocate for Seniors and Incapacitated Adults (VASIA) program for a Volunteer Advocates for Seniors or Incapacitated Adults (VASIA), Judge Schneider present/spoke, request 50% match from mental health fund for 37,500. Motion carried 2-0, 1 absent. (SEE FILE "2017 CONTRACTS" FOR COPY OF AGREEMENT)

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

The following officials were Present:
Attorney Irak

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

absent
JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR