

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Matthew Cruz 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 15th day of July, 2019 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 15th day of July, 2019 at about 2:30 p.m.

NOTE: AUDIO OF THIS MEETING IS INAUDIBLE

Order #1 Agenda #1-f1-3

In the Matter of Opening of Meeting: f. Finalization of Agenda: 1) Certificate of Service of Meeting Notice to those who have made a written request for notice; 2) Additions, deletions, corrections; 3) Approval of final agenda to be incorporated into official minutes.

Allen made a motion to approve Additions – Item 7mm – Highway: Letter to recommend awarding the contract for 101st and Sheffield Intersection Improvement & Signalization to Reith-Riley Construction Company for \$925,396.48 (Other bid from Walsh & Kelly, Inc. \$981,815.19) and Item 7nn – Coroner: Data Sharing Agreement between Indiana State Department of Health and Lake County Coroner's Office, and ordered same to approve the Final Agenda as amended and the Certificate of Service of Meeting Notice, Repay seconded. Motion carried 2-0, 1absent.

Order #2 Agenda #4

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a) Highway: Tree Cutting Proposal.

Allen made a motion to allow the opening of bids and quotes for this meeting, Repay seconded. Motion carried 2-0, 1absent.

Order #3 Agenda #1f(5)

In the Matter of Opening of Meeting: Finalization of Agenda: (5): Confirmation of Executive Session.

Confirmation of Executive Session – to be held next week. NAT.

Order #4 Agenda #2a

In the Matter of Correspondence: a) Receive letter from Rinzer Williams, III & Associates LLC Regarding Termination of Jodi Richmond.

Comes now, Attorney Fech, regarding this matter and recommends the Board accept the Attorney's recommendation, Allen made a motion, Repay seconded, to approve the letter from Rinzer Williams, III & Associates LLC regarding termination of Jodi Richmond. Motion carried 2-0, 1 absent.

Order #5 Agenda #3a

In the Matter of Modification of Specifications prior to Public Opening of Bids, Quotes, or Other Proposals: a) Highway: Addendum No. 1 to the 2019 Highway Department Tree Cutting Program.

Allen made a motion, Repay seconded, to approve the Addendum to the 2019 Highway Department Tree Cutting Program, Addendum No. 1. Motion carried 2-0, 1absent.

Order #6 Agenda #4a

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a) Highway: Tree Cutting Proposal.

This being the day, time and place for the receiving of proposals for Tree Cutting for the Highway Department, the following proposals were received:

Russell's Tree Care \$22,150.00

Allen made a motion to accept the recommendation of the Highway Engineer to award sole proposal submitted of Russell's Tree Care, 12295 Sandalwood Drive, DeMotte, IN 46310, in the amount of \$22,150.00 for Tree Cutting for Lake County Highway Department, Repay seconded. Motion carried 2-0, 1absent.

Order #7 Agenda #5a-b

In the Matter of Approval of Minutes From Prior Minutes: a) Minutes from April 17, 2019; b) Minutes from May 1, 2019.

Allen made a motion to approve the Minutes of the Board of Commissioners Meetings held April 17, 2019 and May 1, 2019, Repay seconded. Motion carried 2-0, 1 absent.

Order #8 Agenda #6a

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a) Highway: GVWR Tandem Axel Truck Proposals to be returned to the Auditor's Office by 9:30am on Wednesday, September 4, 2019.

Allen made a motion to approve the advertising of Specifications for the Highway Department for GVWR Tandem Axel Truck Proposals for the return of bids to the Auditor's Office by 9:30am on Wednesday, September 4, 2019. Motion carried 2-0, 1 absent.

Order #9 Agenda #7a-k

In the Matter of Action to Form Contracts: a-k: Superintendent.

Allen made a motion to approve the Contracts listed a-k in Item #7 for the Building Superintendent, Repay seconded. Motion carried 2-0, 1 absent.

- a) Superintendent: Contract with Parkway Mechanical for Media Center HVAC project in the total amount of \$13,500
- b) Superintendent: Payment to Arctic Engineering in the total amount of \$7,631.90
- c) Superintendent: Payment to Mechanical Concepts, Inc. in the total amount of \$2,717.16
- d) Superintendent: Payment to Johnson Controls in the total amount of \$5,260.96
- e) Superintendent: Payment to Waste Management in the total amount \$3,435.73
- f) Superintendent: Payment to Suburban Elevator in the total amount of \$19,651.48
- g) Superintendent: Purchase of a printer board for the Juvenile Simplex Fire Panel from Johnson Controls in the amount of \$2,850.00
- h) Superintendent: Purchase of Leaking roof repairs from Keough Mechanical in the amount of \$3,251.29
- i) Superintendent: Purchase of Sewer repairs from Keough Mechanical in the amount of \$5,047.45
- j) Superintendent: Purchase of plumbing and structures from Keough Mechanical in the amount of \$8,416.35
- k) Superintendent: Purchase of new flooring for the Gary Courthouse from Studio Flooring in the amount of \$17,868.70 (Other proposals from Sneed \$20,785.60 and Reliable \$24,899.00)

Order #10 Agenda #7l-w

In the Matter of Action to Form Contracts: l-w: Sheriff.

Allen made a motion to approve the Contracts listed l-w in Item #7 on behalf of the Lake County Sheriff, Repay seconded. Motion carried 2-0, 1 absent.

- l) Sheriff: Recommendation to select Federal Signal for the 2019 Police Patrol Sedan Upfitting in the amount of \$106,177.68
- m) Sheriff: Recommendation to select Federal Signal for the 2019 Detective Sedan Vehicle Upfitting in the total amount of \$83,096.18
- n) Sheriff: Recommendation to select Federal Signal for the 2019 Jail Transportation Van Upfitting in the total amount of \$21,743.95 (Other bid from John Jones Automotive at \$25,699.99)
- o) Sheriff: Purchase of 2photocopiers from Gateway Business Solutions in the total amount of \$3,544.00 (Other quote from Tib Office \$2,032ea)
- p) Sheriff: Purchase of repairs to jail equipment from Stanley Convergent Security in the amount of \$14,945.00
- q) Sheriff: Purchase of undercover equipment for the Drug Task Force form Adaptive Digital Services in the total amount of \$7,750.00
- r) Sheriff: Purchase of a water heater repair from Keough Mechanical in the amount of \$3,244.00 (Other proposal from TLC Plumbing \$3,325.00)
- s) Sheriff: Purchase of inmate lab work from St. Catherine Hospital in the amount of \$9,985.84
- t) Sheriff: Purchase of Tactical Vests from Spartan Armor Systems in the total amount of \$21,813.00 (Other quotes from STAR Uniform \$26,598.00 and Galls \$25,412.50)
- u) Sheriff: Extend lease/maintenance contract with ATN Technology until December 31, 2019 in the total amount of \$13,464.00
- v) Sheriff: Extend lease/maintenance agreement with Stanley Convergent Security Solution on a month to month basis for \$4,400/month
- w) Sheriff: Extend previous Letter of Understanding with Union of Police Associations through December 31, 2019

Order #11 Agenda #7x

In the Matter of Action to Form Contracts: x: Sheriff: Agreement to transfer ownership of Police K-9 Sasja to Amber Wolf.

Comes now, Sheriff Department, before the Board of Commissioners to request transfer of ownership of Police K-9 Sasja to her handler Amber Wolf, Sasja is a thirteen (13) year old Dutch Shepard, served three (3) years in Iraq, filmed on a television show, Amber Wolf has been the handler of the K-9 during its term of service with the Lake County Sheriff's Police Department. K-9 Officer Sasja present with handler Officer Amber Wolf whom spoke with gratitude to have Sasja and spoke on her history of work and stated it was time for her to retire.

Allen made a motion to approve the Transfer of Ownership of Police K-9 Sasja to Amber Wolf, Repay seconded the motion. Motion carried 2-0, 1absent.

**AGREEMENT TO TRANSFER OWNERSHIP
OF POLICE K-9 SASJA**

This Agreement is entered into on **July 25, 2019**, by and between the Lake County Sheriff and AMBER WOLF (hereinafter "Buyer") and approved by the Lake County Commissioners on the date indicated below.

Whereas, Lake County Police Department K-9 Unit "Sasja" (hereinafter the "K-9") is a thirteen (13) year old Dutch Shepard;

Whereas, the Buyer has been the handler of the K-9 during its term of service with the Lake County Police Department;

Whereas the Sheriff has determined it's in the best interests of public safety to retire the K-9 from service as it has reached the end of its useful work-life expectancy;

Whereas, Ind. Code § 5-22-22-3 permits a governmental unit to sell property that is no longer needed for the purpose for which it was intended;

Whereas, Ind. Code § 5-22-22-6 permits a unit to sell property with an estimated value of less than \$1,000 at a private sale or transfer the property without advertising; and

Whereas, the K-9's fair market value is less than \$1,000 and Buyer desires to purchase the K-9 as a personal pet and be responsible for its care and needs after retirement.

THEREFORE, in consideration of Buyer's payment of Five Dollars (\$5.00) to the County of Lake and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Ownership.** The Sheriff and County hereby retire Sasja as a Lake County Police K-9 Unit and sell, assign, convey and transfer all right, title and interest in the K-9 to the Buyer, subject to this Agreement and the following conditions of sale:

- a. Buyer shall not assign, sell, lease or transfer any ownership interest in the K-9 to any other person or entity without the prior written consent of the County.
- b. Buyer shall keep and maintain the K-9 as a pet and shall not permit, utilize, deploy, rent, lease or otherwise utilize the animal, in any manner, to obtain any income, financial gain or any other benefit without the prior written consent of the County.
- c. Buyer shall be responsible for all costs and expenses related to the animal after this transfer of ownership, including but not limited to all costs and expenses for food, shelter and veterinary care.

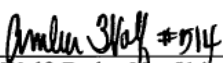
2. **Acknowledgment of Risk and Sold "As Is".** The Buyer accepts ownership and responsibility for the possession and care of Sasja and hereby acknowledges and agrees:

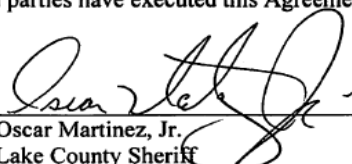
Order #11 Agenda #7x cont'd

- a. That Buyer is aware of the specialized training the dog received as a police K-9, including training in offensive tactics and procedures, and is fully aware of the possible risks of injury to Buyer and other persons related to such training.
 - b. Notwithstanding these risks, Buyer agrees, without reservation, to accept and be responsible for any and all risks of harm related to the ownership of Sasja.
 - c. Buyer expressly agrees to waive and release any and all claims and causes of action against the County of Lake, the Lake County Sheriff, and their officers, elected officials, boards, commissions, employees and agents relating to or resulting from Buyer's ownership and possession of the K-9.
 - d. The ownership of this K-9 is transferred "as is" and the County has made no express or implied promises, warranties or representations of any type, relating to the animal's present or past: physical or mental health; training; temperament; disposition; or suitability for any particular use, whatsoever.
 - e. Buyer accepts and assumes sole responsibility for the condition, care and acts of the animal, including but not limited to, all costs and expenses for the K-9's future food, shelter and veterinary care.
3. **Indemnification.** Buyer agrees to indemnify, defend and hold the County of Lake, the Lake County Sheriff's Department and their officers, elected officials, boards, commissions, employees and agents harmless from any and all claims, causes of action, losses, liability, damages, judgments, costs, expenses and attorney fees, of whatsoever type and nature, that occur after the transfer of ownership of K-9 to Buyer including, without limitation, any and all claims by any person or entity, including Buyer, for any personal injuries or property damage involving or caused by the K-9, in any manner, including any and all claims and causes of action arising during the Buyer's ownership and possession of the K-9.
4. **Governmental Immunity.** By entering into this Agreement the County reserves and does not waive any government immunity under the Indiana Tort Claims Act, or any other law, and specifically retains all immunity and defenses available under the law.
5. **Applicable Law/Venue.** The parties agree the construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Indiana and that jurisdiction and venue of all disputes arising under this agreement shall be in the Circuit and Superior Courts in Lake County, Indiana.
6. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the Agreement shall remain in full force and effect.
7. The parties agree that signatures on a signed copy of this document, delivered via fax transmission or email in a portable document format (.pdf), shall have the same effect as the physical delivery of the document bearing their original signatures.

Page 2 of 3

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first mentioned above.


 Amber Wolf, Badge No. 514


 Oscar Martinez, Jr.
 Lake County Sheriff

The above Agreement is APPROVED by the Lake County Board of Commissioners on behalf of Lake County on the ____ day of _____, 2019.


 Michael C. Repay, President


 Kyle W. Allen, Sr. Commissioner

 Jerry Tippy, Commissioner

ATTEST: 
 John E. Petalas, Lake County Auditor

Order #12 Agenda #7y

In the Matter of Action to Form Contracts: y) Highway: Recommendation to select Gariup Construction for the Replacement of Bridge #264 in the amount of \$1,999,700.00 (Other bids from Superior Construction \$2,079,000.00 and Dunnet Bay Construction \$2,447,814.71).

The Board having previously taken bids under advisement does hereby accept the recommendation to award Gariup Construction with \$1,999,700.00 for the Replacement of Bridge #264 for the Lake County Highway Department, upon a motion made by Allen, seconded by Repay, with the recommendation of the Highway Superintendent. Motion carried 2-0, 1absent.

And it appearing to said Board of Commissioners that the above company's bids being the most responsive and responsible bid for REPLACEMENT OF LAKE COUNTY BRIDGE #264 for L.C. Highway Department, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GARIUP CONSTRUCTION W/ *Continental Casualty Company* in the amount of 10% of amount bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REPLACEMENT OF LAKE COUNTY BRIDGE 264 FOR \$1,999,700.00 FOR LAKE CO. COMMISSIONERS/HIGHWAY DEPARTMENT and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

(SEE FILE "2019 CONTRACTS" AND "INDIANA GATEWAY ONLINE" FOR CONTRACT)

Contracting Authority Members: Date: August 7, 2019

MICHAEL REPAY
KYLE ALLEN, Sr.

GARIUP CONSTRUCTION

Order#13 Agenda #7z

In the Matter of Action to Form Contracts: z) Auditor: Purchase of a new copier with Gateway Business Systems in the amount of \$9,976 (Other proposals from Pulse Technology \$12,989 and Gateway \$7,027 for a slower copier).

Allen made a motion to accept the recommendation of the Auditor for the purchase of a new copier from Gateway Business Systems in the amount of \$9,976, Repay seconded. Motion carried 2-0, 1absent.

Order #14 Agenda #7aa

In the Matter of Action to Form Contracts: aa) Corrections: Vendor House Contract with National Test Systems.

Allen made a motion on behalf of Lake County Community Corrections to approve Vendor House Contract with National Test Systems, Repay seconded the motion. Motion carried 2-0, 1absent.

Order #15 Agenda #7bb

In the Matter of Action to Form Contracts: bb) Clerk: Contract with Card Connect for credit card service.

Allen made a motion on behalf of the Lake County Clerk to approve Contract with Card Connect for credit card service, Repay seconded. Motion carried 2-0, 1absent.

Order #16 Agenda #7cc

In the Matter of Action to Form Contracts: cc) Prosecutor: Vendor House Account Contract with Second Gen, Inc.

Allen made a motion on behalf of Lake County Prosecutor to approve Vendor House Account Contract with Second Gen, Inc., Repay seconded. Motion carried 2-0, 1absent.

Order #17 Agenda #7dd

In the Matter of Action to Form Contracts: dd) Commissioners: Consulting Contract with John R. Cantrell.

Allen made a motion on behalf of Commissioners to approve Consulting Contract with John R. Cantrell, Repay seconded. Motion carried 2-0, 1absent.

Order #17 Agenda #7ee

In the Matter of Action to Form Contracts: ee) Commissioners: Engagement Letter with HUB International for Employee Benefits Insurance Brokerage Services.

Allen made a motion on behalf of Commissioners to approve Engagement Letter with HUB International for Employee Benefits Insurance Brokerage Services, Repay seconded. Motion carried 2-0, 1absent.

Order #17 Agenda #7ff

In the Matter of Action to Form Contracts: ff) Commissioners: Contract with Peterson Consulting Services, Inc. to prepare the annual Capital Assets schedules at a fixed fee of \$10,250.00.

Allen made a motion on behalf of Commissioners to approve Contract with Peterson Consulting Services, Inc. to prepare the Annual Capital Assets Schedules at fixed fee of \$10,250.00, Repay seconded. Motion carried 2-0, 1absent.

Order #17 Agenda #7gg

In the Matter of Action to Form Contracts: gg) Commissioners: Interlocal Agreement between Drainage Board, Town of Munster, and LCRBDC.

Order #17 Agenda #7gg cont'd

Allen made a motion to approve on behalf of Commissioners to approve Interlocal Agreement between Drainage Board, Town of Munster, and LCRBDC, Reply seconded. Motion carried 2-0, 1absent.

**JOINT INTERLOCAL AGREEMENT AMONG
LAKE COUNTY DRAINAGE BOARD, TOWN OF MUNSTER AND
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION**

WHEREAS:

Indiana Code I.C. 36-1-7-1, et seq., allows governmental entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services and other services for the mutual benefit of each other; and

The Little Calumet River Basin Development Commission ("LCRBDC") is created pursuant to I.C. 14-13-2-5, as a governmental agency with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

The Lake County Board of Commissioners and the Lake County Drainage Board (collectively referred to as "County") is empowered by the Indiana Interlocal Cooperation Act, as amended, (I.C. 36-1-7-1, et seq.) with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

The Town of Munster ("Town") is a municipal corporation empowered by the Indiana Interlocal Cooperation Act, as amended, (I.C. 36-1-7-1, et seq.) with authority to contract on behalf of other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

LCRBDC, County and Town ("Parties") desire to enter into an Interlocal Cooperation Agreement for the Purchase of Construction and Other Services, Supplies and Equipment for Mutual Benefit ("Agreement") consistent with I.C. 36-1-7-1, et seq., to carry out the repair work on the deferred maintenance areas as outlined in the report prepared by Christopher B. Burke Engineering, Ltd. ("CBBEL") Hart Ditch Working Group dated October 2018, which report is incorporated herein by reference. Furthermore, it shall provide for the ability to purchase construction services, engineering services, other services, supplies and equipment for the mutual benefit of the Parties;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereby AGREE as follows:

1. PROJECT AND PURPOSE

This project is known as the "HART DITCH STABILIZATION PROJECT" (the "Project"). The Project is intended to undertake and complete the stabilization of three (3) specific areas of the Hart Ditch within the service boundaries of the Parties and will include the removal of trees. The areas agreed to by the Parties are described below and are identified as a part of the working group study:

- 101+00 to 102+75 East Bank
- 61+25 to 63+75 West Bank
- 36+75 to 39+00 West Bank

1

2. GOVERNANCE AND ADMINISTRATION

- A. The Parties shall each appoint one representative to a Joint Board (total three (3) members), which is hereby established by the Agreement.
- B. The LCRBDC shall be responsible for identifying, in writing, the location, priority and scope of the Project.
- C. The County shall govern the affairs of the Agreement.
- D. The LCRBDC shall establish a budget regarding the manner of financing in coordination with the County and the Town.
- E. The County shall provide for a project monitor. The LCRBDC and the Town may also include a designated person to monitor the construction.
- F. The County shall administer any and all Construction Contracts as awarded to the lowest most responsive and responsible bidder, and shall issue a Notice to Proceed.
- G. The County shall engage and contract with CBBEL for the requisite construction engineering necessary to monitor, inspect, and oversee construction of the Project consistent with the bid award and the Project specifications.
- H. The County shall provide LCRBDC and the Town with a monthly report of its activities, which report shall include those activities referenced herein, as well as an executive summary and associated timelines to completion.

3. RESPONSIBILITIES OF LCRBDC

The LCRBDC shall contribute to the Project costs in the limited amount set forth below.

4. PROJECT COSTS

- A. The total estimated cost of construction, including engineering, construction management, etc. (excluding attorney fees) is \$1,350,000.
- B. LCRBDC shall make the initial total contribution up to the sum not to exceed \$1,000,000 (excluding attorney fees), and shall make no additional contribution to the Project, unless agreed to in writing prior to any additional work/change orders.
- C. The Town shall contribute the sum not to exceed \$100,000 towards the total cost, including construction, engineering, construction management, etc. (excluding attorney fees). The Town shall pay its designated attorney from its separate funds.
- D. The County shall contribute the sum not to exceed \$250,000 from the County's CREDIT funds towards the total cost, including construction, engineering, construction management, etc. (excluding attorney fees). The County shall pay its designated attorney.

2

Order #17 Agenda #7gg cont'd

5. PAYMENT FOR PROJECT

- A. The County shall be responsible to request payment, first from LCRBDC, and thereafter from the Town and County in pro rata shares, for payment of claims filed by the contractor and related vendors.
- B. Each of the Parties shall promptly pay its requested share of each claim. Upon receipt, the County shall place the receipts in a separate bank account from which the receipts of payment shall be used exclusively for costs of the Project.
- C. Payments to the County shall be payable on a draw basis or in a lump sum as each of the Parties shall determine.
- D. The County shall account to the LCRBDC for claims submitted, payments made, and the balance remaining in the account on a monthly basis.
- E. In exchange for each payment to a contractor or vendor, the County shall obtain a partial or full waiver of lien, and other documents required by the contract.
- F. The County's disbursing officer shall account for all monies of the joint undertaking.

6. DURATION AND DISPOSITION OF ASSETS

- A. The term hereof shall continue until the Project is complete or until the Agreement is terminated by the majority vote of the Parties.
- B. Any supplies or equipment remaining at the conclusion of the Project which have not been acquired by or through the construction contractor for purposes of it completing the Project, shall remain the property of the LCRBDC.
- C. It is not planned that the Parties shall acquire, hold or dispose of any real or personal property for use in this undertaking.

7. TERMINATION PRIOR TO COMPLETION

In the event the Project is terminated by the Parties prior to completion, the Party seeking to terminate shall provide sixty (60) days prior written notice of said termination to all parties. Once confirmed, the County shall agree to provide all documentation up to the date of termination and return all unexpended funds, first to LCRBDC to the extent of its contribution, and second to the County and the Town in respective shares. The Parties shall have no obligation to pay any remaining funding commitment after said termination of the Project.

8. OTHER TERMS

In further consideration of the mutual promises and covenants contained herein, it is additionally agreed as follows:

- A. The County will award the bids for the Project to the lowest most responsive and responsible bidders.

3

- B. The County shall be responsible for the primary administration and supervision over the general construction services, engineering services, and other services, supplies and equipment for the mutual benefit of the Parties related to the Project.
- C. The LCRBDC shall financially participate in the Project not to exceed the amount of \$1,000,000, and said amount shall be payable on a draw basis or in a lump sum as the LCRBDC may determine. The draw will be on a monthly basis based on the following guidelines:
 - (1) Initial Payment: The County shall provide the LCRBDC with the documentation set forth below, together with an invoice for the initial payment.
 - (2) Monthly Progress Payments: The County shall provide the LCRBDC with a monthly invoice with attachments including the most recent progress reports, together with copies of all approved third party invoices.
 - (3) Final Payment: The County shall provide the LCRBDC with a final invoice with attachments, including copies of all final documentation.
 - (4) Partial and final waivers of liens shall be delivered to the LCRBDC from time to time.
 - (5) Any payment by the LCRBDC to the County shall be made within sixty (60) days of receipt of the written request and all associated documentation.
- D. All "WHEREAS" language herein shall be incorporated in this Agreement by reference.

9. COMPLETION OF PROJECT

At the Project's completion, the County shall promptly provide each of the Parties with the following:

- A. A complete set of final "as built and as constructed" architectural/construction drawings;
- B. Copies of all documentation related to all permits;
- C. Copies of all change orders or modifications related to any/all executed third party contracts;
- D. Copies of all inspection approvals;
- E. Copies of all final third party invoices;
- F. Copies of all partial and final waiver of liens; and
- G. Any other documents requested by any of the Parties in writing.

10. WAIVER OF LAWSUITS

The Parties agree that none of them will sue the other in connection with the Project, except for payments due under the terms of this Agreement. The County agrees to defend LCRBDC and the Town in any action or proceeding brought against them by reason of their participation in this Agreement, and further agrees to indemnify the LCRBDC and the Town and

4

Order #17 Agenda #7gg cont'd

hold them harmless in any such action or proceeding, except as to matters respecting the bidding and/or funding process.

11. COUNTERPARTS

This Interlocal Cooperation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

12. RECORDING

Before this Agreement takes effect, it shall be recorded in the Office of the Lake County Recorder. No later than sixty (60) days after its effective date and recordation, this Agreement shall be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

13. MODIFICATION

No modification of this Agreement shall be effective, in any respect, unless agreed to in writing and approved by the Parties.

14. EFFECTIVE DATE

This Agreement shall be effective after the same has been ratified by each of the Parties by ordinance or resolution pursuant to I.C. 36-1-7-2, signed by the Parties, and recorded in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have caused this Interlocal Cooperation Agreement to be signed, intending to be bound thereby.

Little Calumet River Basin Development Commission

By: William F. Baker
Print: William F. Baker
Title: Chairman
Address: 900 Ridge Road, Suite H
Munster, IN 46321
Date:

By: Daniel Repay
Print: Daniel Repay
Title: Executive Director

Town of Munster

By: _____
Print:
Title:
Address: 1005 Ridge Road
Munster, IN 46321
Date:

ATTEST:

Clerk-Treasurer

Lake County Board of Commissioners

By: _____
Print: Michael C. Repay
Title: President
Address: 2293 N. Main Street
Crown Point, IN 46307
Date:

ATTEST:

Lake County Drainage Board

By: _____
Print: Michael C. Repay
Title: Chairman
Address: 2293 N. Main Street
Crown Point, IN 46307
Date:

ATTEST:

Order #18 Agenda #7hh

In the Matter of Action to Form Contracts: hh) Highway: Purchase of a Spindle Assembly for a New Holland Tractor with Hoosier Equip, LLC in the total amount of \$5,277.86 (Other quotes from De Jong \$5,982.47 and Terry Truck Equip \$5,670.39).

Allen made a motion on behalf of Highway Department to approve the purchase of a Spindle Assembly for a New Holland Tractor with Hoosier Equip, LLC in the total amount of \$5,277.86, Repay seconded. Motion carried 2-0, 1absent.

Order #19 Agenda #7ii

In the Matter of Action to Form Contracts: ii) Data Processing: Contract with Cenifax for Accident Reporting System with a cost of \$65,000.00.

Allen made a motion on behalf of Data Processing to approve the Contract with Cenifax for Accident Reporting System with a cost of \$65,000.00, Repay seconded. Motion carried 2-0, 1absent.

Order #20 Agenda #7jj

In the Matter of Action to Form Contracts: jj) Circuit Court: Legal Services Agreement with Thomas K. Hoffman in an amount not to exceed \$15,000.00.

Allen made a motion on behalf Lake Circuit Court to approve Legal Services Agreement with Thomas K. Hoffman in an amount not to exceed \$15,000.00, Repay seconded. Motion carried 2-0, 1absent.

Order #21 Agenda #7kk

In the Matter of Action to Form Contracts: kk) Juvenile Court: Vendor House Contract with Shoot Point Blank.

Allen made a motion on behalf of Lake Juvenile Court to approve Vendor House Contract with Shoot Point Blank, Repay seconded. Motion carried 2-0, 1absent.

Order #22 Agenda #7ll

In the Matter of Action to Form Contracts: ll) Council: Purchase of legal services from Frost Brown Todd LLC in the total amount of \$3,367.50.

Allen made a motion on behalf of Lake County Council to approve the purchase of legal services from Frost Brown Todd LLC in the total amount of \$3,367.50, Repay seconded. Motion carried 2-0, 1absent.

Order #23 ADD Agenda #7mm

In the Matter of Action to Form Contracts: mm) Highway: Letter to recommend awarding the contract for 101st and Sheffield Intersection Improvement & Signalization to Rieth-Riley Construction Company for \$925,396.48 (Other bid from Walsh & Kelly, Inc. \$981,815.19).

The Board having previously taken bids under advisement does hereby accept the recommendation to award Rieth-Riley Construction with \$925,396.48 for 101st and Sheffield Intersection Improvement & Signalization for Lake County Highway Department, being the low bidder, upon a motion made by Allen, seconded by Repay, with the recommendation of the Highway Superintendent. Motion carried 2-0, 1absent.

And it appearing to said Board of Commissioners that the above company's bids being the most responsive and responsible bid for 101st and Sheffield Intersection Improvement & Signalization for L.C. Highway Department, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

RIETH-RILEY CONSTRUCTION *W/ Travelers Casualty and Surety Company of America* in the amount of 10% of amount bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for 101st & SHEFFIELD INTERSECTION IMPROVEMENT & FOR \$925,396.48 FOR LAKE CO. HIGHWAY DEPARTMENT and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

(SEE FILE "2019 CONTRACTS" AND "INDIANA GATEWAY ONLINE" FOR CONTRACT)

Contracting Authority Members: Date: August 7, 2019

MICHAEL REPAY
KYLE ALLEN, Sr.

RIETH-RILEY CONSTRUCTION

Order #24 ADD Agenda #7nn

In the Matter of Action to Form Contract: nn) Coroner: Data Sharing Agreement between Indiana State Department of Health and Lake County Coroner's Office.

Allen made a motion on behalf of Lake County Coroner to approve Data Sharing Agreement between Indiana State Department of Health and Lake County Coroner's Office, Repay seconded. Motion carried 2-0, 1absent.

Order #25 Agenda #8a

In the Matter of Action to Modify Existing Contracts: a) Corrections: Emergency Change Order 1 with ATN Technology in the total amount of \$19,932.00.

Allen made a motion on behalf of Lake County Community Corrections Emergency Change Order 1 with ATN Technology in the total amount of \$19,932.00, Repay seconded. Motion carried 2-0, 1absent.

Order #26 Agenda #9a

In the Matter of Action And/Or Reports on County Owned Property: a) Auditor: Request for disposal of typewriters and photocopiers.

Allen made a motion on behalf of the Auditor to approve the request for disposal of typewriters and photocopiers, items listed on form, Repay seconded. Motion carried 2-0, 1bsent.

Order #27 Agenda #9b

In the Matter of Action And/Or Reports on County Owned Property: b) Commissioners: Deed Parcel 45-19-01-329-016.000-007 to Howard5, LLC for \$1,875.00.

Allen made a motion to approve Commissioners' Deed conveying parcel no. 45-19-01-329-016.000-007 to Howard5, LLC for \$1,875.00, Repay seconded. Doc no. 2019 053645. Motion carried 2-0, 1absent.

Order #28 Agenda #9c

In the Matter of Action And/Or Reports on County Owned Property: c) Commissioners: Deed Parcel 45-08-22-376-022.000-004 to Geraldine V. Hughes for \$1.00.

Allen made a motion to approve Commissioners' Deed conveying parcel no. 45-08-22-376-022.000-004 to Geraldine V. Hughes for \$1.00, Repay seconded. Doc. No. 2019 049798. Motion carried 2-0, 1absent.

Order #29 Agenda #10a-b

In the Matter of Action on Commissioners' Items: a) Highway: Road Cut Permit for 85th Ave; b) Highway: Accept new Governor's Parkway Bridge into the Lake County Bridge Inspection and Inventory Program.

Allen made a motion on behalf of Highway Department to approve Road Cut Permit for 85th Ave and accept new Governor's Parkway Bridge into the Lake County Bridge Inspection and Inventory Program, Repay seconded. Motion carried 2-0, 1absent.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 7/29/19

Applicant: Downing Plumbing & Heating Inc.
8183 Grand Blvd
Merrillville IN 46410
219-924-5640

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by Erie Insurance in behalf of the applicant. Permission is hereby granted to 8505 Dewey Street Water Service

Directional bore under portion of 85th Ave - cut section of roadway 4 ft x 5 ft
connect new water service line to city main - restore asphalt roadway
in accordance w/State & City specifications - see sitemap diagram

in accordance with the plans submitted and specifications outlined below.


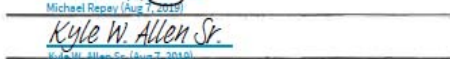
CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by:


Lake County Highway Department

Approved by:

Michael Repay (Aug 7, 2019)

Kyle W. Allen Sr. (Aug 7, 2019)

Lake County Board of Commissioners

Order #30 Agenda #10c

In the Matter of Action on Commissioners' Items: c) Commissioner: Consideration of Additional Service Request from CSK Architects.

Allen made a motion on behalf of Commissioners to approve consideration of additional service request from CSK Architects, Repay seconded, request by letter from Thomas Kuhn, AIA, CSI, ALA dated July 24, 2019. Motion carried 2-0, 1absent.

Project #19-1 Security Improvements at Hammond and E.C. Courthouses, lump sum fee of \$15,000.00.

Project #19-2 Renovations to the Gary Courthouse, lump sum fee of \$55,000.00.

Project #19-3 HVAC Renovations Government Center, lump sum fee of \$40,000.00.

Project # 19-4 Paving Improving Improvements, lump sum fee of \$24,000.00

Order #31 Agenda #10d

In the Matter of Action on Commissioners' Items: d) Purchasing: Revise Purchasing Code Key.

Allen made a motion on behalf of Purchasing Department to approve the revised purchasing Code Key, Repay seconded. Motion carried 2-0, 1absent.

Order #32 Agenda #10e

In the Matter of Action on Commissioners' Items: e) Commissioner: Adopt Tax Certificate Manual.

Allen made a motion on behalf of Commissioners to approve and adopt Tax Certificate Manual, Repay seconded. Motion carried 2-0, 1absent.

Order #33 Agenda #10f

In the Matter of Action on Commissioners' Items: f) Commissioner: Hire Auctioneer for April 2020 Tax Sale.

Allen made a motion, seconded by Repay, to defer action on this matter. Motion carried 2-0, 1absent.

Order #34 Agenda #11a-g

In the Matter of Action on County Council Items: Resolutions and Ordinances listed a-g.

Allen made a motion on behalf of Lake County Council to approve the following Resolutions and Ordinances listed a-g, Repay seconded. Motion carried 2-0, 1absent.

- a) Resolution No. 19-42: Resolution Permitting the Superior Court of Lake County, Juvenile Division, Detention Center to Pay Outstanding 2018 Invoices/Debts from the 2019 Budget
- b) Resolution No. 19-43: Resolution to Approve Temporary Loan/Transfer from the Health Insurance Reserve Fund, Fund No. 26514 to the Prosecutor's Violence Against Women Stop Grant Fund
- c) Resolution No. 19-44: Resolution to Transfer Tow Dormant Fund Balances, Commissioners' Incentive Fund
- d) Resolution No. 19-45: Resolution to Transfer \$35,464.29 from the General Fund to the Auditor's Incentive Fund as a One Time Bail Out to Close a Dormant Fund
- e) Ordinance No. 1427B-5: Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2019, Ordinance No. 1427B
- f) Ordinance No. 1435A: Ordinance Amending the Ordinance Establishing the Local Service Filing Fee for Annual Certification of Exempt Property, Ordinance No. 1388 by Repealing and Rescinding Ordinance No. 1388B
- g) Ordinance No. 1435B: Ordinance Creating the Prosecutor's Violence Against Women Stop Grant Fund

Order #35 Agenda #12a-e w/f-g

In the Matter of State Board of Accounts Items: a) Auditor: LC265 Check Register approved from July 17, 2019 to August 7, 2019; b) Auditor: LC130 Check Registers approved for August 7, 2019; c) Auditor: Handcut checks approved from July 17, 2019 to August 7, 2019; d) Auditor: Accounts Payable Voucher Register for Paydate 7/8/19; e) Auditor: Accounts Payable Voucher Register for Paydate 7/22/2019; f) Weights and Measures: Monthly Activity Inspection Report for the period 6/16/19 through 7/15/19; g) Treasurer: Monthly Report for June.

Allen made a motion on behalf of State Board of Accounts Items to approve Item 12 a-g, Repay seconded. Motion carried 2-0, 1absent.

- a) Auditor: LC265 Check Register approved from July 17, 2019 to August 7, 2019
- b) Auditor: LC130 Check Registers approved for August 7, 2019
- c) Auditor: Handcut checks approved from July 17, 2019 to August 7, 2019
- d) Auditor: Accounts Payable Voucher Register for Paydate 7/8/19
- e) Auditor: Accounts Payable Voucher Register for Paydate 7/22/2019
- f) Weights and Measures: Monthly Activity Inspection Report for the period 6/16/19 through 7/15/19; g) Treasurer: Monthly Report for June.

Order #36 Agenda #13a

In the Matter of Items to be made a matter of public record: a) Kevin Toth Certificate of Appointment to the 911 Commission.

Allen made a motion, seconded by Repay, to make a matter of public record the Certificate of Appointment of Kevin Toth to the 911 Commission, term expires the 31st day of December, 2022. Motion carried 2-0, 1absent.

Order #37 Agenda #14a

In the Matter of Actions on Bonds/Insurance: a) Accept Cancellation of a bond from Per Mar Security.

Allen made a motion, seconded by Repay, to accept the Cancellation of a Bond from Per Mar Security, Bond Number 2177590, effective 03/06/2019. Motion carried 2-0, 1absent.

Order #37 Agenda #14b-c

In the Matter of Actions on Bonds/Insurance: b) Accept Performance Bond for Pierce Addition in the amount of \$13,475.00; c) Accept Performance Bond for Blackhawk Corner in the amount of \$15,460.00.

Allen made a motion on behalf of Plan Commission to accept performance bond for Pierce Addition in the amount of \$13,475.00 and for Blackhawk Corner in the amount of \$15,460.00, seconded by Repay. Motion carried 2-0, 1absent.

LAKE COUNTY PLAN COMMISSION

DATE: August 7, 2019
 SUBDIVISION: Pierce Addition
 BONDING COMPANY: Chase Bank
 PETITIONER: Shaynee Pierce

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

TOTAL: \$13,475.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 7TH DAY OF AUGUST, 2019

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 MICHAEL REPAY, PRESIDENT
 KYLE W. ALLEN, Sr., COMMISSIONER

JOHN PETALAS, AUDITOR

LAKE COUNTY PLAN COMMISSION

DATE: August 7, 2019
 SUBDIVISION: Blackhawk Corner
 BONDING COMPANY: Platte River Insurance Company
 PETITIONER: NWI Builders

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

TOTAL: \$15,460.00

ALL OF WHICH IS HEREBY RESOLVED AND ADOPTED THIS 7TH DAY OF AUGUST, 2019

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 MICHAEL REPAY, PRESIDENT
 KYLE W. ALLEN, Sr., COMMISSIONER

JOHN PETALAS, AUDITOR

Order #38 Agenda #15a-q

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: Listed a-q.

Allen made a motion, seconded by Repay, to approve the following Vendor Qualification Affidavits and/or Responsible Bidder Applications. Motion carried 2-0, 1absent.

- a) Sheriff: Best Western Plus Nashville Airport
- b) Sheriff: J Higgins LTD
- c) Sheriff: Fox Valley Fire & Safety
- d) Circuit Court: Divorce Recovery Center of Northwest Indiana, LLC
- e) Circuit Court: Child Advocacy Center of Northwest Indiana, LLC
- f) Corrections: National Test Systems
- g) Auditor: Impact Networking Indiana, LLC
- h) Prosecutor: Abria Home Care Corporation
- i) Prosecutor: Second Glen, Inc.
- j) Fairgrounds: PetroChoice Holdings
- k) Superintendent: SAJ Construction Services
- l) Superintendent: Motion Industries, Inc.
- m) Superintendent: Base Solutions, LLC
- n) Juvenile Court: Shoot Point Blank Range and Gunshop
- o) Commissioners: Sign It
- p) 911: Select Advantage
- q) 911: The Healthy Dispatcher

Order #39 Agenda #16a

In the Matter of Appointments: a) Appoint Mary Lou Parks to the Lowell Public Library Board.

Allen made a motion, seconded by Repay, to appoint Mary Lou Parks to the Lowell Public Library Board, term beginning September 1, 2019 and ending on the 31st day of August, 2023. Motion carried 2-0, 1absent.

Order #40 Agenda #17a

In the Matter of Staff Reports: a) Sheriff: Accept Semi-Annual Sheriff's Department Jail Commissary Report.

Order #40 Agenda #17a cont'd

Allen made a motion, seconded by Tippy, to accept on behalf of the Sheriff the Semi-Annual Sheriff's Department Jail Commissary Report. Motion carried 2-0, 1absent.

This report lists all income and expenditures for the period of December 1, 2018 to May 31, 2019.

Order #41 Agenda #18

In the Matter of Other

Acknowledgement of Weights & Measures Director, Mariel Chambers, birthday.

Order #42 Agenda #19

In the Matter of Comments: a) Elected Officials; b) Members of the Public; c) Commissioners.

Comes now, Attorney Dull, spoke with comment. There were none other. NAT.

The next Board of Commissioners Regular Meeting will be held on Wednesday, August 21, 2019 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 Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

absent
JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR