

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

The Pledge was given and Roll Call was made.

A courtesy copy of the agenda and notice of this meeting was emailed 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 16<sup>th</sup> day of December, 2021 at about 3:46 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16<sup>th</sup> day of December, 2021 at about 3:46 p.m.

Public Virtual Conference: WebEx Meeting ID: 132 948 8119 Password: commissioners

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections.

Allen made a motion to approve Agenda as amended as read into the record by Attorney Fech, listed below, Tippy seconded the motion. Motion carried 3-0.

- 2.1 Commissioners: Change Order #2 with Gariup Construction in the additional amount of \$30,050
- 2.2 Commissioners: Task Order with DLZ for Jail Showers in the amount of \$11,720.00
- 2.3 Commissioners: Contract with M&O Environmental for asbestos abatement in Jail Basement in the amount of \$6,450.00 (Other quotes from Safe Environmental Corporation \$7,715 and NWI Environmental \$8,800.00)
- 2.4 Commissioners: Approve Proposals from RCM for Asbestos Abatement Services in Paramore for \$1,505.00 and in the Jail for \$710.00
- 2.5 Commissioners: Work Order for Fairgrounds Fine Arts Building with DLZ in the amount of \$4,200.00
- 2.6 Commissioners: Work Order with DLZ for Fairgrounds Buildings 12 in the amount of \$9,500.00
- 2.7 (6.1) Juvenile: Specification for the return of bids for Food Service. Bids to be returned by 9:30am on Wednesday, April 21, 2021 to the Auditor's Office
- 2.8 Highway: Select VS Engineering as the consulting engineer for environmental engineering for Br. 36, State Line Road over Kankakee River (8.38)
- 2.9 Correction: Appoint Mara Reardon to the Lake County Library Board
- 2.10 Correction: Prosecutor: Renewal of 2 subscriptions with "West" for the child support program and the main office each in the annual amount of \$4,835.16 until March 31, 2022
- 2.11 Corrections: Commissioners: Change Order with Pangere to install drip pan for an additional \$3,436

Order #2 Agenda #4

In the Matter of Public Opening of Vendor Responses To Requests for Bids and Quotes: 4.1 Sheriff Simulator Office Remodel; 4.2 Sheriff Police Patrol SUVs; 4.3 Sheriff Police Patrol SUV Paint; 4.4 Repairs to Jail Showers.

Allen made a motion, seconded by Tippy, to allow the opening of the Bids/Quotes, it was noted that Auditor Chief Deputy, Mrs. Jane Dudley was present for bid opening along with Stacy Hazard from Commissioners' Attorney's Office and also in attendance is John Kirk of DLZ present as it relates to item 4.4. Motion carried 3-0.

Order #3 Correction Agenda #6.1

In the Matter of Approve Specifications for Advertisement of Bids: 6.1 Juvenile: Specification for the return of bids for Food Service. Bids to be returned by 9:30am on Wednesday, April 21, 2021 to the Auditor's Office.

Allen made a motion, seconded by Tippy, to approve the advertising of Specifications for the return of bids for Food Service for Lake County Juvenile Justice Complex by 9:30am on Wednesday, April 21, 2021 to the Auditor's Office. Motion carried 3-0.

Order #4 Agenda #7

In the Matter of Public Selection of at Least Three Vendors from Whom to Seek Quotes: Approval of Specification for Seeking Proposals, Select The Vendors, and Set the Return Date: 7.1 Commissioners: listed below; 7.2 Elections: listed below.

- Allen made a motion to approve agenda item 7.1 and 7.2, listed below, Tippy seconded the motion. Motion carried 3-0.
- 7.1 Commissioners: Request for Quotes for Westwind Concrete Stairs and Ramps from Gariup, Hasse, Pangere and Sneed. Quotes are due to the Auditor's Office by 9:30am on Wednesday, April 21, 2021
  - 7.2 Correction: Elections: Request quotes for Office Furniture from Pulse Technology, Lincoln Office, and HDW. Quotes to be returned to the Auditor's Office by 9:30am on Wednesday, April 21, 2021

Order #5 Agenda #8.1 – 8.2

In the Matter of Action to Form Contracts: 8.1 E911: Contract with Informer Systems Express Services 911 Scheduling Software Renewal in the amount of \$20,124.00; 8.2 E911: Guardian Tracking Renewal in an amount of \$4,500.00 per year.

Allen made a motion, seconded by Tippy, to approve 8.1 and 8.2, on behalf of E911, Contract with Informer Systems Express Services 911 Scheduling Software Renewal in the amount of \$20,124.00 and Guardian Tracking Renewal in an amount of \$4,500.00 per year. Motion carried 3-0.

## Order #6 Agenda #8.3

In the Matter of Action to Form Contracts: 8.3 Juvenile Court: Contract with Edmentum, Inc. in the amount of \$2,535.50 to provide Courseware Library License.

Allen made a motion, seconded by Tippy, to approve Contract with Edmentum, Inc. in the amount of \$2,535.50 to provide Courseware Library License on behalf of Juvenile Court. Motion carried 3-0.

## Order #7 Agenda #8.4

In the Matter of Action to Form Contracts: 8.4 Public Defender: Legal Services Agreement with Nathan Psimos in the amount of \$30,000.00.

Allen made a motion, seconded by Tippy, to approve Legal Services Agreement with Nathan Psimos in the amount of \$30,000.00 on behalf of Public Defender's Office. Motion carried 3-0.

## Order #8 Agenda #8.5-8.6

In the Matter of Action to Form Contracts: 8.5 Recorder: Legal Services Agreement with Joseph C. Svetanoff of Kopka, Pinkus Dolin, PC for the year 2021 in the amount of \$12,000.00; 8.6 Recorder: Property Fraud Alert/Honor Rewards Service Agreement with Fidlar Technologies in the amount of \$37,000.

Allen made a motion, seconded by Tippy, to approve on behalf of Recorder - Legal Services Agreement with Joseph C. Svetanoff of Kopka, Pinkus Dolin, PC for the year 2021 in the amount of \$12,000.00 and ordered same to approve Property Fraud Alert/Honor Rewards Service Agreement with Fidlar Technologies in the amount of \$37,000 for Lake County Recorder. Motion carried 3-0.

## Order #9 Agenda #8.7

In the Matter of Action to Form Contracts: 8.7 Coroner: Contract with Axis for forensic toxicology testing with a schedule of prices for 2021.

Allen made a motion, seconded by Tippy, to approve Contract with Axis for forensic toxicology testing with a schedule of prices for 2021 on behalf of Lake County Coroner. Motion carried 3-0.

## Order #10 Agenda #8.8-8.9

In the Matter of Action to Form Contracts: 8.8 Sheriff: Change Order #2 with DLZ for Sheriff Simulator Project in the amount of \$2,448; 8.9 Sheriff: Amendment No. 1 to 2021 GTL Jail Phone Contract: Amendment creates a new \$3.00 service fee that is charged **only** to credit and debit cardholders when posting a bail bond via Kiosks or online. No cost or charges are incurred by Lake County or the LCSD.

Allen made a motion, seconded by Tippy, to approve Change Order #2 with DLZ for Sheriff Simulator Project in the amount of \$2,448 and ordered same to approve Amendment No. 1 to 2021 GTL Jail Phone Contract: Amendment creates a new \$3.00 service fee that is charged **only** to credit and debit cardholders when posting a bail bond via Kiosks or online, no cost or charges are incurred by Lake County or the LCSD on behalf of Lake County Sheriff, Repay asked a question related to these items, asking "currently can you use a credit or is it not available at all", Fech replied, "you can use a credit card there's typically a ten percent service charge so it appears as though there's an additional \$3.00 fee that's being added to it", Repay, asked for the Jail Warden to confirm, Warden Zenk, spoke in reply, "there is a \$3.00 fee and it's actually nine percent, there's no charge or fee for cash payments and there's actually another method that they can pay besides credit card through Telemate that actually gives them an option that would be a little bit less, so they're not forced to use the Telemate process for the credit card, there's another way to do it that's already been in existence", end discussion. Motion carried 3-0.

## Order #11 Agenda #8.10

In the Matter of Action to Form Contracts: 8.10 Treasurer: SRI/Tax Sale Contracts/Work Plan Master Agreement in the amount of \$100 dollars per parcel.

Allen made a motion to approve, Tippy seconded with discussion, asking "is this the same contract they have been receiving" "is this their total compensation is a hundred dollars per parcel" Repay, replied, "I think that's right and whatever their compensation is it comes out of the bidders side", end discussion, approval stands for Lake County Treasurer - SRI/Tax Sale Contracts/Work Plan Master Agreement in the amount of \$100 dollars per parcel. Motion carried 3-0.

## Order #12 Agenda #8.11

In the Matter of Action to Form Contracts: 8.11 Data: Contract with Infor (US) LLC for Support of the software for the finance/payroll system in the amount of \$375,939.19.

Allen made a motion to approve, Tippy seconded with discussion, asking "is this in addition to the purchase and is this with the same company that we purchased the software from", Cruz spoke in reply, "this is actually for on-going support of the current Infor system to get us to the time when we switch to the new one", Fech, spoke in continuation of discussion, stating, "I would also indicate that Infor bought out the prior company that Lake County was using and so we are still operating with the same individuals, it's just a matter of one company bought the other company we worked with for these purposes", Repay, spoke, "continue to support the system that was instituted in 1999, which will be soon replaced", end discussion, approval stands to approve Contract with Infor (US) LLC for Support of the software for the finance/payroll system in the amount of \$375,939.19 on behalf of Data Processing Department. Motion carried 3-0.

(SEE FILE "AGENDA ITEMS" "MARCH 17 2021" & "INDIANA GATEWAY ONLINE" FOR COPY OF CONTRACT)

## Order #13 Agenda #8.12-8.20

In the Matter of Action to Form Contracts: 8.12 – 8.20 Highway: listed below.

Allen made a motion, seconded by Tippy, to approve 8.12 through 8.20, on behalf of Highway Department, listed below. Motion carried 3-0.

Cont'd.

Order #13 Agenda #8.12-8.20 cont'd

- 8.12 Highway: Waiver valuations for 81<sup>st</sup> and Sheffield Intersection Improvements Anthony and Ramona Palfi in the amount of \$1800.00
- 8.13 Highway: Change Order 7, Bridge 264, Bridge Replacement, for balancing Change Order for the Construction Quantities for an additional \$63,385.76 with Gariup Construction
- 8.14 Highway: Right of Way Services Fair Market Value determination Parcel 386 approve Counter Offer of \$7441.54
- 8.15 Highway: Purchase Comcast Business Package for 1100 Monitor Street in the amount of \$183 per month
- 8.16 Highway: Supplemental Agreement #1 101<sup>st</sup> Avenue Reconstruction Project with an increase of \$6,500.00 with NIES Engineering
- 8.17 Highway: Acceptance of 2021 Asphalt Bids, Seeding and Top Soil

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Jan Smoljan  
Superintendent



### Lake County Highway Department

1100 E. Monitor Street  
Crown Point, Indiana 46307  
Phones: 219-663-0525  
219-374-5608  
Fax: 219-662-0497

March 17, 2021

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

ATTN: Michael C. Repay, President

RE: 2021 Annual Asphalt Bids, Seeding and Top Soil

Honorable Commissioners:

Please be advised the Lake County Highway Department has reviewed and is recommending the acceptance of the lowest, most responsive bid which has met our specifications. The recommended bid is highlighted and marked with an asterisk

**AE 90**

- ❖ **Asphalt Materials, Inc.** \$ 1,891 Gallon
- Walsh & Kelly, Inc. \$ 3.50 Gallon

**Bituminous Materials and Surface Milling (Delivered and Applied)**

- ❖ **Walsh & Kelly, Inc.** \$ 4,949,100.00
- Rieth-Riley Construction Co., Inc. \$ 5,239,300.00

**Bituminous Materials for Roadway Patching and Bridge Decks**

- ❖ **Town & County Construction, Inc.** \$ 348,000.00
- Walsh & Kelly, Inc. \$ 369,500.00

**Bituminous Materials Pick-Up**

- ❖ **Rieth-Riley Construction Co. Surface 200 Ton @\$50.00 a Ton** \$10,000.00
- ❖ **Walsh & Kelly, Inc. Binder 400 Tons @\$44.50 a Ton** \$17,800.00

**Seal Coat (Chip and Seal)**

- ❖ **Walsh & Kelly, Inc.** \$ 1,067,750.00
- Rieth Riley Construction Co., Inc. \$ 1,396,500.00
- Pavement Solutions, Inc. \$ 1,405,750.00



**Top Soil Sole Bid**

- ❖ **Hubinger Landscape Corporation** \$ 75,000.00

**Seeding**

- ❖ **Hubinger Landscape Corporation** \$ 22,350.00
- Blade Cutters, Inc.** \$ 66,450.00

Respectfully,  
  
Jan Smoljan, Superintendent  
Lake County Highway Department

JS/spz

cc: Ron Gregory Assistant Superintendent  
Duane Alverson, Engineer

Michael Repay  
  
Jerry Tippy

03-17-2021

Cont'd

Order #13 Agenda #8.12-8.20 cont'd

8.18 Highway: Cooperation Agreement for the Construction of Traffic Signals at the Intersection of Exchange Street-101<sup>st</sup> Avenue and State Line Road with Ridgeway Petroleum in the amount of \$78,830

**COOPERATION AGREEMENT FOR THE CONSTRUCTION OF TRAFFIC SIGNALS  
AT THE INTERSECTION  
OF EXCHANGE STREET / 101<sup>ST</sup> AVENUE AND STATE LINE ROAD BETWEEN  
RIDGEWAY PETROLEUM AND LAKE COUNTY, INDIANA**

This COOPERATION AGREEMENT FOR CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTION OF EXCHANGE STREET / 101<sup>ST</sup> AVENUE AND STATE LINE ROAD BETWEEN RIDGEWAY PETROLEUM AND LAKE COUNTY, INDIANA, (hereinafter referred to as this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2021, as amended from time to time, by and between the Ridgeway Petroleum, an Illinois corporation (hereinafter referred to as "Ridgeway"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY"), 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, Ridgeway is an Illinois corporation that is constructing a gas station and convenience store located at the southeast corner of 101<sup>st</sup> and State Line Road in Lake County, Indiana; and

WHEREAS, the estimated cost of the project is One Million Thirty Thousand Three Hundred Ninety-Eight and 91/100 Dollars (\$1,030,398.91). The cost will be shared by Ridgeway, Will County, Illinois, the Crete Township Illinois Road District and COUNTY as follows:

- Will County, Illinois \$605,420.06
- Crete Township Road District \$241,763.66
- Ridgeway \$132,918.40 (\$104,384.40 101<sup>st</sup>/Exchange and State Line Intersection plus \$28,534.00 CCMG - not to exceed \$170,000)
- COUNTY \$78,830.79

WHEREAS, Ridgeway agrees to participate in the costs for the project and to pay up to One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).

WHEREAS, the Ridgeway portion of the project extends beyond the intersection project and is included in the CCMG project with the total amount attributable to Ridgeway in the CCMG project is \$57,068.00 with there being a 50/50 split with the State of Indiana through INDOT, the total Ridgeway cost is half \$28,534.00).

WHEREAS, Ridgeway and COUNTY each seek to enter into a cooperation agreement to provide for a 101<sup>st</sup> Avenue and State Line Road intersection improvement public works project, for their mutual benefits; and

WHEREAS, Ridgeway and COUNTY have determined that entry into a cooperation agreement for a 101<sup>st</sup> Avenue and State Line Road intersection improvement public works project is in the best interests of both parties, and therefore, have determined that it is advisable to enter into such a cooperation agreement.

Order #13 Agenda #8.12-8.20 cont'd

**COVENANTS**

NOW, THEREFORE, Ridgeway 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 executed by Ridgeway and COUNTY or (ii) three (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 Ridgeway and COUNTY concerning a 101st Avenue and State Line Road 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 101st Avenue and State Line Road 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, Inc.

**SECTION 4: PROJECT FUNDING.**

The COUNTY shall be the lead for the construction of the project and shall let the bids. Ridgeway agrees to pay to COUNTY the amount not to exceed \$170,000.00 to help fund the Project upon execution of this Agreement.

**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, Ridgeway 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 Ridgeway 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:

Ridgeway Petroleum  
2701 Bernice Road  
Lansing, IL. 60438

Attn: President Dave Smith

COUNTY  
Lake County  
Board of Commissioners  
2293 North Main Street  
3<sup>rd</sup> 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 Ridgeway 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

Order #13 Agenda #8.12-8.20 cont'd

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 shall be considered an original.

**SECTION 15: PUBLIC ACTION.**

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

A. By the Lake County Council as the fiscal body of the municipal body known as Lake County on the \_\_\_ day of \_\_\_, 2021 by a vote of \_\_\_ in favor and against and whereby the Lake County Auditor was directed to attest the same.

B. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County on the 17 day of March, 2021 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 17 day of February, 2021.

Ridgeway Petroleum,

*David J. [Signature]*  
President

Attest: *[Signature]*

WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 17th day of March, 2021.

**BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY, INDIANA**

*Kyle W. Allen Sr.*  
Kyle W. Allen Sr., Commissioner 1<sup>st</sup> District

*Jerry Tippy*  
Jerry Tippy, Commissioner 2<sup>nd</sup> District

*Michael C. Repay*  
Michael C. Repay, Commissioner 3<sup>rd</sup> District

Attest: *John Petalas*

- 8.19 Highway: Community Crossing Matching Grant Contract with Walsh and Kelly totaling \$2,320,689.42. (SEE FILE "AGENDA ITEMS" "MARCH 17 2021" & "INDIANA GATEWAY ONLINE" FOR COPY OF CONTRACT)
- 8.20 Highway: ATT-County Utility Contract for South Side of 85<sup>th</sup> Ave -80 Feet West of Austin-to 200 Feet East of Austin

Order #14 Agenda #8.21

In the Matter of Action To Form Contracts: 8.21 Correction: Prosecutor: Renewal of 2 subscriptions with "West" for the Child Support Program and the Main Office each in the annual amount of \$4,835.16 until March 31, 2022.

Allen made a motion, seconded by Tippy, to approve Renewal of 2 subscriptions with "West" for the Child Support Program and the Main Office each in the annual amount of \$4,835.16 until March 31, 2022 on behalf of Prosecutor Office. Motion carried 3-0.

Order #15 Agenda #8.22

In the Matter of Action to Form Contracts: 8.22 Commissioners: Task Order with DLZ for work at the Fairgrounds in the amount of \$9,500.00.

Allen made a motion to approve, Tippy seconded with discussion, "this is for the consolidation of the Maintenance Buildings out at the Fairgrounds which will open up some much needed space and parking area", end discussion, approval stands to approve on behalf of Commissioners Task Order with DLZ for work at the Fairgrounds in the amount of \$9,500.00. Motion carried 3-0.

Order #16 Agenda #8.23

In the Matter of Action to Form Contracts: 8.23 Commissioners: Award Contract to Gariup Construction for LTV Flooring in Courtroom hallways in the amount of \$5,150.00 (Other quotes from Studio Floor and Tile \$5,411.38 and Master Tile \$6,321.00)

Allen made a motion, seconded by Tippy, to approve 8.23, on behalf of Commissioners to award Contract to Gariup Construction for LTV Flooring in Courtroom hallways in the amount of \$5,150.00, being the lowest of three quotes. Motion carried 3-0.

Order #17 Agenda #8.24

In the Matter of Action to Form Contracts: 8.24 Commissioners: Service Agreement with Forever Green Lawn Care in the amount of \$3,924.00 for fertilizer.

Allen made a motion, seconded by Tippy, to approve Service Agreement with Forever Green Lawn Care in the amount of \$3,924.00 for fertilizer on behalf of Commissioners. Motion carried 3-0.

Order #18 Agenda #8.25

In the Matter of Action to Form Contracts: 8.25 Commissioners: Change Order #1 for Juvenile Boilers with TLC Plumbing in the additional amount of \$11,850.00.

Order #18 Agenda #8.25 cont'd

Allen made a motion, seconded by Tippy, to approve Change Order #1 for Juvenile Boilers with TLC Plumbing in the additional amount of \$11,850.00 on behalf of Commissioners. Motion carried 3-0.

Order #19 Agenda #8.26

In the Matter of Action to Form Contracts: 8.26 Commissioners: Repair Juvenile Skylight Leaks with Larson Danielson in the amount of \$7,750.00 (Other quotes received from Pangere \$19,812.00 and Gariup \$34,480).

Allen made a motion, seconded by Tippy, to approve Repair Juvenile Skylight Leaks with Larson Danielson in the amount of \$7,750.00, being the lowest of three quotes, on behalf of Commissioners. Motion carried 3-0.

Order #20 Agenda #8.27

In the Matter of Action to Form Contracts: 8.27 Commissioners: Change Order #5 with Gatlin for Overtime in the amount of \$2,200.00.

Allen made a motion, seconded by Tippy, to approve Change Order #5 with Gatlin for Overtime in the amount of \$2,200.00, on behalf of Commissioners, Tippy spoke, "this one is because original contract allowed them to perform the work during a normal work hour and now we have issues whether it's noise or security, I can't remember what it is, but they're forced to do the work on the weekend". Motion carried 3-0.

Order #21 Agenda #8.28

In the Matter of Action to Form Contracts: 8.28 Correction: Commissioners: Change Order with Pangere to install drip pan for an additional \$3,436

Allen made a motion to approve, Tippy seconded with discussion, "this to address the leak in Judge Cantrell's Office, we're not sure if this is going to actually fix the problem but we think it will at least alleviate it until weather allows us to get in and fix the actual problem", end discussion, approval stands to approve Change Order with Pangere to install drip pan for an additional \$3,436 on behalf of Commissioners. Motion carried 3-0.

Order #22 Agenda #8.29

In the Matter of Action to Form Contracts: 8.29 Economic Development: Emergency Rental Assistance Sharing agreement with the State of Indiana

Allen made a motion, seconded by Tippy, to approve Emergency Rental Assistance Sharing agreement with the State of Indiana on behalf of Economic Development Department, Repay spoke, lakecountyin.care may be the website to apply, tenants and landlords can go to that website and attempt to seek rental assistance. Motion carried 3-0.

**EMERGENCY RENTAL ASSISTANCE  
INFORMATION SHARING  
CONFIDENTIALITY AGREEMENT**

This Emergency Rental Assistance Information Sharing Confidentiality Agreement ("Agreement") is entered into by and between the **Indiana Housing and Community Development Authority**, a public body corporate and politic of the State of Indiana ("IHCDA") and \*\*\*\*\* ("Local Unit of Government").

**WHEREAS**, Local Unit of Government and IHCDA have both received Emergency Rental Assistance funding from Section 501 of Division N of the federal Consolidated Appropriations Act, 2021, PUB. L. No. 116-260; and

**WHEREAS**, both IHCDA and the Local Unit of Government (together, the "Parties" or separately "Party") will administer Emergency Rental Assistance funding (the "Program"); and

**WHEREAS**, IHCDA has already previously administered rental assistance to applicants throughout the state and has access to the personal information of previous and current applicants in its possession; and

**WHEREAS**, the sharing of the applicant information between the Parties would help ensure that the Parties comply with Emergency Rental Assistance regulations and ensure there is no duplication of benefits; and

**WHEREAS**, the Parties enter into this Agreement in consideration of the benefits of obtaining and safeguarding the use of Personally Identifiable Information.

**1. Purpose**

The purpose of this Agreement is for the Parties to share various types of information concerning the Program, the Indiana COVID-19 Rental Assistance Fund Program ("RAF") and the Emergency Solutions Grant CV ("ESG-CV") rental assistance, including information regarding current and/or former applicants of RAF, ESG-CV and/or the Program. Either party may provide information to the other or may be a recipient of information from the other.

**2. Term**

This Agreement shall become effective upon the execution of this Agreement and shall remain in effect through March 31, 2022.

**3. Confidentiality**

The Local Unit of Government understands and agrees that data, materials, and information disclosed to the Local Unit of Government may contain Confidential Information. The Local Unit of Government covenants that such Confidential Information will not be disclosed to or discussed with third parties unless such disclosure is necessary to fulfill the requirements of the Program. The Confidential Information will be used in an ethical manner, only for purposes described in this Agreement, and will be stored, transmitted, and shared using reasonable and appropriate administrative, technical, and physical safeguards. The provisions of this Agreement are intended to apply to and be binding on the employees, agents, officers, directors, administrators, subrecipients and members of the Parties, as well as any entity affiliated with or owned or controlled by the Parties or in which the Parties have an interest.

## Order #22 Agenda #8.29 cont'd

direct or indirect. Each Party shall use diligent efforts to enforce the provisions of this Agreement and the obligations set forth in this Agreement shall survive the termination of this Agreement.

**4. Privacy Requirements**

According to Subsection g of Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260, the Local Unit of Government must establish data privacy and security requirements that at a minimum:

- (1) include appropriate measures to ensure that the privacy of the individuals and households is protected;
- (2) provide that the information, including any personally identifiable information, is collected and used only for the purpose of submitting reports to Treasury; and
- (3) provide confidentiality protections for data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement may be reviewed by IHEDA and the Local Unit of Government to determine whether the provisions of this Agreement require formal modification.

**5. Uses of Personally Identifiable Information**

The use of Personally Identifiable Information of applicants that is shared pursuant to this Agreement shall be limited to the following purposes: (1) determining eligibility for the Program or other programs; (2) determining the veracity or accuracy of any statements made by a Program applicant; (3) administering the Program; (4) confirming no duplication of benefits, and (5) monitoring, evaluating, and investigations related to the Program or RAF. Personally Identifiable Information may be shared between the Parties only to the extent necessary to achieve these purposes.

**The Local Unit of Government must obtain written consent from each applicant, in which the applicant gives the Local Unit of Government permission to share with and receive from IHEDA the applicant's Personally Identifiable Information, if available, and use it for the purposes set forth in this section.** The Local Unit of Government must include language authorizing the consent in its Program application or use a consent or release of information form to obtain the applicant's consent.

**6. Independent Entity**

The Local Unit of Government and IHEDA are each independent entities under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture between the parties. Except as set forth in Section 7 of this Agreement, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

**7. Hold-Harmless**

The Local Unit of Government agrees to indemnify, defend, and hold harmless the IHEDA, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Local Unit of Government and/or its subcontractors, associated with the sharing of information and/or compliance with this Agreement. IHEDA will not provide indemnification to the Local Unit of Government.

**8. Termination**

This Agreement can be terminated by either Party upon thirty (30) days' written notice, sent via email to the authorized representative below.



**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Agreement by accessing the electronic signature tool in Adobe to electronically submit this Agreement to IHCDA. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation.

**In Witness Whereof**, IHCDA and Local Unit of Government have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**INDIANA HOUSING AND COMMUNITY  
DEVELOPMENT AUTHORITY**

**LOCAL UNIT OF GOVERNMENT**

By: \_\_\_\_\_

By: Michael Repay, Kyle Allen, Jerry Tippy

Name: J. Jacob Sipe

Name: Michael Repay; Kyle Allen; Jerry Tippy

Title: Executive Director

Title: Commissioners, Board of

Date: \_\_\_\_\_

Date: 03-17-2021

**Order #23 Agenda #8.30**

In the Matter of Action to Form Contracts: 8.30 Recorder: Lake County Recorder request for purchase of office furniture with Lincoln Office in the amount of \$12,040.70. Other proposals were received from Pulse Technology \$14,754.22 and HDW Commercial Interiors \$15,591.90.

Allen made a motion, seconded by Tippy, to approve Lincoln Office in the amount of \$12,040.70, on behalf of Recorder for the purchase of office furniture, being the lowest of three quotes. Motion carried 3-0.

**Order #24 Agenda #8.31**

In the Matter of Action to Form Contracts: 8.31 Commissioners: Change Order #2 with Gariup Construction in the additional amount of \$30,050

Comes now Commissioner Tippy, asked Mr. Tom Kuhn asked what this item is for and could he update the Board what this item entailed, asking if it was apart of the Assessor's Office and Elections, Mr. Kuhn, spoke, stating, "I believe that is for the work along the exterior wall to accommodate an existing condition with duct work that needs to be removed that wasn't covered also some finishing of the transition between the ceiling and the exterior wall it's work that is needed that we did not have included in the contract, Commissioner Tippy, continued, asking, "and this doesn't have anything to do with the ceiling grid and anything of that nature?", Kuhn, replied, "no, it is associated with that, just because of the exterior wall, it's not the other issue that we discussed", Tippy ended discussion, Tippy made a motion to approve Change Order #2 with Gariup Construction in the additional amount of \$30,050, Allen seconded the motion. Motion carried 3-0.

**Order #25 Agenda #8.32**

In the Matter of Action to Form Contracts: 8.32 Commissioners: Task Order with DLZ for Jail Showers in the amount of \$11,720.00.

Allen made a motion, seconded by Tippy, to approve Task Order with DLZ for Jail Showers in the amount of \$11,720.00. Motion carried 3-0.

**Order #26 Agenda #8.33**

In the Matter of Action to Form Contracts: 8.33 Commissioners: Contract with M&O Environmental for asbestos abatement in Jail Basement in the amount of \$6,450.00 (Other quotes from Safe Environmental Corporation \$7,715 and NWI Environmental \$8,800.00).

Allen made a motion, seconded by Tippy, to approve 8.33, Contract with M&O Environmental for asbestos abatement in Jail Basement in the amount of \$6,450.00, on behalf of Commissioners. Motion carried 3-0.

**Order #27 Agenda #8.34**

In the Matter of Action to Form Contracts: 8.34 Commissioners: Approve Proposals from RCM for Asbestos Abatement Services in Paramore for \$1,505.00 and in the Jail for \$710.00.

Allen made a motion to approve, Tippy seconded with discussion, stating to Commissioners, "the Paramore is, there's a possibility of some mold and a stairway that we need to repair and this is the agreement to have RCM inspect that area and in the

Jail we requested RCM to check existing paint for any leads before we sent the contractor in to do that work”, end discussion, approving proposals from RCM for Asbestos Abatement Services in Paramore for \$1,505.00 and in the Jail for \$710.00. Motion carried 3-0.

Order #28 Agenda #8.35-8.36

In the Matter of Action to Form Contracts: 8.35 Commissioners: Work Order for Fairgrounds Fine Arts building with DLZ in the amount of \$4,200.00; 8.36 Commissioners: Work Order with DLZ for Fairgrounds Buildings 12 and in the amount of \$9,500.00

Allen made a motion, seconded by Tippy, to approve 8.35 and 8.36, on behalf of Commissioners, Work Order for Fairgrounds Fine Arts building with DLZ in the amount of \$4,200.00 and Work Order with DLZ for Fairgrounds Buildings 12 and in the amount of \$9,500.00. Motion carried 3-0.

Order #29 Agenda #8.37

In the Matter of Action to Form Contracts: 8.37 Commissioners: Work Order with DLZ for Indefinite Delivery On Call Services.

Comes now, Commissioner Tippy, commented to Attorney Fech, “I would actually recommend that we deny this because it’s a duplication of a previous contract, all we really need to is modify the previous contract, unless I’m misunderstanding”, Fech, “I have no problem with that, I think that that’s perfectly fine, so make a motion to deny the agreement”, Tippy continued, “so with further clarification, for the Commissioners benefit, we approved a contract with DLZ and it was inadvertently assigned to the Highway Department when I believe that it actually should have been assigned to the Commissioners for use on any projects, so that we have only one contract, what’s happened here is there is confusion and DLZ is submitting contracts for basically additional departments one at a time and we don’t do that any of our other eighty contracts”, Repay began speaking, “here’s the reason for that Commissioner Tippy, (static inaudible)...when they and Duane asked for assistance there was a discussion about architecture and I actually instructed them to leave architecture out of it, because I didn’t want Duane being the lead contact person for architecture stuff so it was at my request that is be separated, if it should be together we can adjust the Contract, but I don’t want it to seem like DLZ is doing something that they weren’t, at least not in this regard, Tippy interjected, (inaudible – static) “I think where the issue comes in is that it’s confusing as to where they take their direction from, I think they should be told they take all of their direction from the County Commissioners, and I have talked to Duane and Duane is well aware that he would come to us before he actually brought them under contract to do some work, so and the confusion comes in when it comes time to pay people out of which contract, now we have to keep track of.....we don’t do that with any of our other contracts, I mean if you want to do it that way fine, but now we’ve got an extent of contracts out there for things labeled as indefinite delivery and I’m not happy with that at all”, Repay spoke, “well, not to belabor it but we’ll belabor it a little bit because I don’t want it to be confusing for anybody else, it’s not confusing for me, I don’t think it will be confusing for you either, but, the contract specifically for Highway, was again, in my mind, to use Highway funds for Highway purposes and to not.....whether it’s their call or it’s with us, right, so it doesn’t make a difference but it was assigned Highway because I didn’t think it would be proper for us to be using.....careful with the use of funding and using funds appropriate to the particular work effort, on the architecture side yeah they should all be with us although of course some of the work in the Sheriff’s Department predated that overarching contract and again when DLZ had initially

Order #29 Agenda #8.37 cont’d

contemplated, I think that was lack of communication between you(Tippy) and I, when DLZ had initially contemplated this type of contract, I had specifically said architecture out because I didn’t realize we had a need for additional architecture services, now it’s apparent that we need it, we can defer deny or amend the existing contract, it doesn’t make a difference to me, but I just want to be sure that it’s clear that it’s a consultant issue, it was maybe a miscommunication from our office”, Tippy, began speaking, “I would agree, it’s on me or on us, and what I’ll do then is, I will make a motion to defer this item for further discussion”, Repay, began speaking, “I think denying is okay, if we want to end up amending it, let’s just deny it and then we’ll amend”, Tippy, stated, “my motion will be to deny”, Allen, stated “I’ll second for denial, I think it’s just two different roads same destination”, end discussion. Motion to deny carried 3-0.

Order #30 Agenda #8.38

In the Matter of Action to Form Contracts: 8.38 Highway: Select VS Engineering as the consulting engineer for environmental engineering for Br. 36, State Line Road over Kankakee River.

Comes now, Attorney Fech, referred to Commissioner Tippy for discussion, Tippy, began discussion, “yeah I just want to make sure there’s no confusion on this item because, in order for us to, for lack of a better term, get out of our existing contract, we have to have an updated environmental study, this is part of Federal regulations that I completely do not understand, but we have to do to move forward, so I just don’t want there to be a misunderstanding out there that we’re going to be moving forward with a re-bid to rehab this bridge, there is no intent, at this point, to do anything of that nature, this is simply an update of our environmental study required by INDOT and the Federal Government”, Fech,(from a legal perspective) “in order to reopen the Mutual Understanding Agreement between Lake county Board of Commissioners, Federal Highway and INDOT the section 106 has to be re-opened as a part of that Federal Highway Agreement, and in order for that to occur our environmental study had expired and we needed to request an updated environmental study which is the purpose of this”, end discussion.

Tippy made a motion to approve the selection of VS Engineering as the consulting engineer for environmental engineering for Br. 36, State Line Road over Kankakee River, Allen seconded the motion. Motion carried 3-0.



### Lake County Highway Department

Duane A. Alverson, P.E.  
Engineer

1100 E. Monitor Street  
Crown Point, Indiana 46307  
Phone: 219-663-0525  
Fax: 219-663-0497  
Email: alverda@lakecountyin.org

March 17, 2021

Lake County Board of Commissioners  
Lake County government Center  
2293 North Main Street  
Crown Point, Indiana 46307

ATTN: Michael C. Repay, President

RE: Bridge # 36, State Line Road over Kankakee River DES # 008990

Honorable Commissioners:

The Lake County Highway Department respectfully requests the Lake County Board of Commissioners select a consulting engineering firm to provide the Environmental Engineering Br 36, State Line Road over Kankakee River.

The six (6) Consultants that submitted letters of interest to INDOT's RFP Scoring System are as follows:

Consultant	Score	Rank
VS Engineering	117.9	1
American Structurepoint	91.3	2
RQAW	54.4	3
Metric Environmental	48.3	4
CME Group	46.7	5
Troyer Group	43.3	6

Based upon the INDOT scoring guidelines VS Engineering scored the highest with a total score of 117.9 and was the highest-ranking consulting firm.

The Highway Department requests the Board of Commissioners confirm the scoring and Select VS Engineering as the highest-ranking consulting firm to provide the Environmental Engineering Br # 36, DES# 0088990

Respectfully Submitted,

Duane Alverson, Engineer

DAA/suz

Michael Repay, President

03-17-2021

cc: Jan Smoljan Superintendent  
Ron Gregory, Assistant Superintendent



RFP Scoring Tabulation for Bridge #45-00036 Reopen/Revise NEPA and Section 106 DES. No. 0088990

#### Item Title Environmental Document NEPA/Section 106

Consultants	Member 1 Name	Member 2 Name	Member 3 Name	Member 4 Name	Member 5 Name	Weighted Scores Total	Ranking
	Duane Alverson	Jan Smoljan	Ron Gregory				
VS Engineering	122.9	107.9	122.9			117.9	1
American Structurepoint	108	73	93			91.3	2
RQAW	107.7	32.7	22.7			54.4	3
Metric Environmental	70	55	20			48.3	4
CME Group	50	50	40			46.7	5
Troyer group	108.4	18.4	3.4			43.4	6

Scoring Team Leader Signature: \_\_\_\_\_  
Duane A. Alverson  
Title: Engineer/ERC  
Date: \_\_\_\_\_

#### Order #31 Agenda #4.1

#### In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.1 Sheriff Simulator Office Remodel.

This being the day, time and place for the receiving of bids/quotes for Simulator Office Remodel on behalf of Lake County Commissioners for Lake County Sheriff, the following bids/quotes were received:

Hasse Construction	\$223,300.00
Precision Builders, Inc.	\$250,000.00
The Pangere Corp.	\$213,344.00
Gariup Construction	\$222,700.00
Gough, Inc.	\$234,000.00
Gibson-Lewis, LLC	\$262,000.00
Larson-Danielson	\$218,318.00

Upon brief discussion, among Board members, Tippy made a motion to award to Pangere at 213,344.00 contingent upon the review of DLZ to ensure they have everything covered, Allen seconded the motion, to award The Pangere Corp with 213,344.00 for Sheriff Simulator Office Remodel, contingent upon review by DLZ Indiana, 10% Bid Bond provided with Western Surety Company (Note: Per DLZ Project is titled: Sheriff Indoor Training Center Office Remodel). Motion carried 3-0.

#### Order #32 Agenda #4.2

#### In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.2 Sheriff Police Patrol SUVs.

This being the day, time and place for the receiving of bids for Sheriff Police Patrol SUVs for Lake County Sheriff Department, the following bids were received:

Bosak Ford 2021 Model \$35,624 per unit Total: \$712,480 (20 units)

Tippy made a motion, seconded by Allen, to take the above mentioned bid under advisement for further tabulation and recommendation from the Sheriff. Motion carried 3-0.

Order #33 Agenda #4.3

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.3 Sheriff Police Patrol SUV Paint.

This being the day, time and place for the receiving of bids for Sheriff Police Patrol SUV Paint for Lake County Sheriff Department, the following bids were received:

CarStar Liss Auto Body	\$2,650.00 per unit	\$53,000	20 units
Lowell Body Shop	\$6,514.90 per unit	\$130,298	20 units

Allen made a motion, seconded by Tippy, to take the above mentioned bid under advisement for further tabulation and recommendation from the Sheriff. Motion carried 3-0.

Order #34 Agenda #4.4

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.4 Repairs to Jail Showers.

This being the day, time and place for the receiving of bids/quotes for Repairs to Jail Showers for Lake County Commissioners for Lake County Sheriff Department, the following proposals were received:

The Pangere Corp	\$64,300.00
Gariup Construction	\$76,700.00
Larson-Danielson	\$64,244.00

Comes now, Commissioner Tippy, asked for John Kirk of DLZ to come forward (virtually) to speak, Commissioner Tippy, asked Attorney Fech does the local price preference apply to this, discussion among Board members and Attorney, for clarification by ordinance it is not the choice of the Board, Attorney Fech researching, Mr. Kirk spoke stating that all of bids that came in were responsive and they were responsive and they are right in line with what the costs are that we projected and heard before doing an estimate, Commissioner Repay referred to Marian Ivey looking for one of the County Form that shows the price preference choice, Tippy, continued "so keep in mind that this bid process was the 50,000 to 150,000 range it was not the full public bid so are the same documents required in the 50,000 to 150,000 as they are in the full public bid and maybe the, as Attorney Fech reviews the Ordinance, maybe it only applies to jobs that are 150,000, I don't know", Repay, "and maybe they don't require it because they assume that these folks are already existing bidders and they know the Ordinance as well, right", Tippy, continued, "So I think given the fact we want to award this today.....", Repay, continued, "how about we do this, I can go old school, I can continue on with item 9 and then Mr. Fech can continue to review, is that okay Matt?" Fech, replied, "that is fine", Repay, "we will continue while you do your research", item held Board will comeback.

Order #35 Agenda #9.1

In the Matter of Action And/Or Reports On County Owned Property: 9.1 Recorder: Request for disposal.

Allen made a motion, seconded by Tippy, to approve the property disposal request for Lake County Recorder. Motion carried 3-0.

Order #36 Agenda #10.1

In the Matter of Action on Commissioners' Items: 10.1 State of the County Report by the Board of Commissioners to the Citizens of Lake County.

Allen made a motion, seconded by Tippy, to approve the State of the County Report by the Board of Commissioners to the Citizens of Lake County. Motion carried 3-0.

Order #37 Agenda #10.2-10.3

In the Matter of Action on Commissioners' Items: 10.2 Sheriff: Request Retiring Officer Aaron Dowling Service Weapon; 10.3 Sheriff: Request Retired Lieutenant Ronald Ladd Service Weapon Request.

Allen made a motion, seconded by Tippy, to approve return of Service Weapon to Retired Office Dowling and Officer Lieutenant Ladd on behalf of the Sheriff, listed below. Motion carried 3-0.

10.2 Sheriff: Request Retiring Officer Aaron Dowling Service Weapon  
10.3 Sheriff: Request Retired Lieutenant Ronald Ladd Service Weapon Request

Order #38 Agenda #10.4

In the Matter of Action On Commissioners' Items: 10.4 Commissioners: Backflow Device Test at Lake County Cooperative Extension Service Office.

Allen made a motion, seconded by Tippy, to approve Backflow Device Test at Lake County Cooperative Extension Service Office on behalf of Commissioners. Motion carried 3-0.

Order #39 Agenda #10.5

In the Matter of Action On Commissioners' Items: 10.5 Proclamation Honoring 200<sup>th</sup> Anniversary of Greek Independence Day on March 25, 2021.

Allen made a motion, seconded by Tippy, to approve Proclamation Honoring 200<sup>th</sup> Anniversary of Greek Independence Day on March 25, 2021. Motion carried 3-0.

## Order #40 Agenda #11.1-11.7

In the Matter of Council Items: 11.1-11.7 – Council Resolutions and Ordinances: listed below.

Allen made a motion, seconded by Tippy, to approve Council items agenda items 11.1 through 11.7, Resolution and Ordinances listed below. Motion carried 3-0.

- 11.1 Resolution 21-02 Honoring Lowell High School Senior Nadine Summer, Indiana High School Girls Wrestling (IHSGW) Champion – 132 Pound Weight Division
- 11.2 Resolution 21-03 Honoring Crown Point High School Senior Alexie Westfall, Indiana High School Girls Wrestling (IHSGW) Champion – 98 Point Weight Division
- 11.3 Resolution 21-04 Proclaiming march as Disability Awareness Month
- 11.4 Resolution 21-05 Allowing the Payment of Expenses to be paid Directly out of the LCCEDD Cares Act Corona Virus Relief Fund (CRF) Emergency Rental Assistance (ERA) Grant Fund Without Appropriation or Additional Appropriations Prior to Spending the Money
- 11.5 Ordinance 1456A Establishing the Criteria, Policies and Procedures for Encumbrances
- 11.6 Ordinance 1453B-3 Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2021, Ordinance No. 1453B for the Lake County Council
- 11.7 Ordinance 1451E-3 Amending the Lake County 2021 Salary Ordinance, Ord. No. 1451E, Reorganizing Positions in the Lake County Assessor's Office

## Order #41 Agenda #12.1-12.3

In the Matter of State Board of Accounts Items: 12.1 Auditor: Accounts Payable Voucher Register for County Payroll-Pay Date 2-1-2021; 12.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 02-12-2021; 12.3 Auditor: LC 265 2-18-21 to 3-17-21; Hand Cuts 2-18-21 to 3-17-21; LC 130 03-17-2021.

Allen made a motion, seconded by Tippy, to approve 12.1 through 12.3, State Board of Accounts Items, on behalf of Auditor, listed below. Motion carried 3-0.

- 12.1 Auditor: Accounts Payable Voucher Register for County Payroll-Pay Date 2-1-2021
- 12.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 02-12-2021
- 12.3 Auditor: LC 265 2-18-21 to 3-17-21; Hand Cuts 2-18-21 to 3-17-21; LC 130 03-17-2021

## Order #42 Agenda #12.4 w/12.5

In the Matter of State Board of Accounts Items: 12.4 Weights and Measures: Lake County Weights and Measures Monthly Report for the period of January 16, 2021 to February 15, 2021; 12.5 Accounts Payable Voucher Register.

Tippy made a motion, seconded by Allen, to approve State Board of Accounts Items: 12.4 Weights and Measures: Lake County Weights and Measures Monthly Report for the period of January 16, 2021 to February 15, 2021 and 12.5 Accounts Payable Voucher Register. Motion carried 3-0.

## Order #43 Agenda #13.1

In the Matter of Action on Bonds/Insurance: 13.1 Highway: Certificate of Insurance up-date.

Allen made a motion, seconded by Tippy, to approve on behalf of Highway, Certificate of Insurance up-date. Motion carried 3-0.

## Order #44 Agenda #14.1

In the Matter of Appointments: 14.1 Correction: Appoint Mara Reardon to the Lake County Library Board.

Allen made a motion, seconded by Tippy, to approve the appointment of Mara Reardon to the Lake County Library Board, partial term to complete the unexpired term of Bruce Woods, term ending on the 30<sup>th</sup> day of June, 2022. Motion carried 3-0.

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## Order #45 RE-Visit Agenda #4.4

## Order #34 Agenda #4.4

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.4 Repairs to Jail Showers.

This being the day, time and place for the receiving of bids/quotes for Repairs to Jail Showers for Lake County Commissioners for Lake County Sheriff Department, the following proposals were received:

The Pangere Corp	\$64,300.00
Gariup Construction	\$76,700.00
Larson-Danielson	\$64,244.00

Comes now, Attorney Fech, to speak to the Board regarding the receiving of bids/quotes for Repairs to Jail Showers, stating "if a bid is under one hundred thousand, a Lake County Company would receive a 3% preference, so in this particular case you would take Pangere's amount of 64,300 and reduce that by 3%, so the bid should be awarded to Pangere Corporation" Repay called for a motion to award.

Tippy made a motion to award item 4.4 to Pangere in the amount of \$64,300, Allen seconded the motion, Repay confirmed the award is to Pangere as the lowest most responsive bidder at 64,300 for Repairs to Jail Showers. Motion carried 3-0.

## Order #46 Agenda #17

In the Matter of Comments: Members of the Public; Elected Officials; Commissioners.

Comments from the Commissioners, Happy St. Patrick's Day!

The next Board of Commissioners Regular Meeting will be held on Wednesday, April 21, 2021 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 virtually:  
Attorney Matthew Fech

\_\_\_\_\_  
MICHAEL REPAY, PRESIDENT

\_\_\_\_\_  
KYLE ALLEN Sr., COMMISSIONER

\_\_\_\_\_  
JERRY TIPPY, COMMISSIONER

ATTEST:

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