

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by 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 31st day of May, 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 31st day of May, 2019 at about 2:30 p.m.

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.

Comes now, Attorney Fech, to present the Additions – Item 2e – Fairgrounds Electrical Undergrounding Project; Item 2f – Zoning and Subdivision Update/Amendment; Item 11k – Luxury Layouts, LLC; Item 11l – Bit Mat Products of Indiana, Inc., and Deletions – Item 11g and 2a.

Allen made a motion, seconded by Tippy, to approve the Final Agenda as amended. Motion carried 3-0.

Order #2 Agenda #3

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes.

Allen made a motion, seconded by Tippy, to allow the opening of the Bids and Quotes. Motion carried 3-0.

Order #3 Agenda #3a

In the Matter of Approval of Minutes From Prior Meetings: a.) Approving minutes from the March 6, 2019 Regular Meeting.

Allen made a motion, seconded by Tippy, to approve the Minutes from the prior meeting held March 6, 2019 Regular Meeting of the Board of Commissioners. Motion carried 3-0.

Order #4 Agenda #4a-c

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a) Sheriff: Specifications for the Return of Bids for Upfitting Package for 2019 Detective Admin. Sedan Vehicles. Bids to be returned by 9:30 am on June 19, 2019 in the Auditor's Office; b) Sheriff: Specifications for the Return of Bids for Upfitting Package for 2019 Jail Transportation Van. Bids to be returned by 9:30 am on June 19, 2019 in the Auditor's Office; c) Sheriff: Specifications for the Return of Bids for Upfitting Package (Emergency Equipment and Graphics) for 2019 Police Patrol Sedans. Bids to be returned by 9:30 am on June 19, 2019 in the Auditor's Office.

Tippy made a motion, seconded by Allen, to approve the advertising of Specifications for the following listed a-c for Lake County Sheriff for the return of bids by 9:30 am, Wednesday, June 19, 2019 in the Auditor's Office for the following. Motion carried 3-0.

- a) Upfitting Package for 2019 Detective Admin. Sedan Vehicles
- b) Sheriff: Specifications for the Return of Bids for Upfitting Package for 2019 Jail Transportation Van
- c) Sheriff: Specifications for the Return of Bids for Upfitting Package (Emergency Equipment and Graphics) for 2019 Police Patrol Sedans

Order #5 Agenda #5a-b

In the Matter of Action to Form Contracts: a) Highway: 109th and Calumet Intersection Improvements and Signalization; b) Highway: Agreement with JCI Bridge Group for the replacement of Lake County Bridge #6 in the total amount of \$821,001.44.

Allen made a motion, seconded by Tippy, to approve the Contracts for Lake County Highway for project 109th and Calumet Intersection Improvements and Signalization awarded to Walsh & Kelly, Inc., Agreement is a unit priced contract for the actual amount of work done and materials in placed as measured at the unit prices stated in the Contractors Proposal which totals \$492,513.39 per letter of recommendation from Highway Superintendent dated June 5, 2019, and ordered same to approve the Contract for Lake County Highway for the Replacement of Lake County Bridge #6 in the total amount of \$821,001.44 with JCI Bridge Group. Motion carried 3-0. (SEE FILE "2019 CONTRACTS" AND INDIANA GATEWAY ONLINE FOR CONTRACTS)

Order #6 Agenda #5c-d

In the Matter of Action to Form Contracts: c) Sheriff: Request for Purchase in the total amount of \$3,900 to P&M/Mercury Mechanical Corp. to complete emergency repair of the #1 Hot Water Heater in the Lake County Jail; d) Sheriff: Consulting Agreement with Vincent Balbo for School Safety and Security in an amount not to exceed \$80,004.00 for the period June 3, 2019 to December 31, 2020.

Allen made a motion, seconded by Tippy, to approve the requests of the Sheriff for purchase to complete emergency repair of the #1 Hot Water Heater in the Lake County Jail in the total amount of \$3,900 to P&M/Mercury Mechanical Corp. and ordered same to approve the Consulting Agreement with Vincent Balbo on behalf of the Lake County Sheriff for School Safety and Security in an amount not to exceed \$80,004.00 for the period June 3, 2019 to December 31, 2020. Motion carried 3-0. (FOR ITEM b SEE FILE "2019 CONTRACTS" AND INDIANA GATEWAY ONLINE FOR CONTRACTS)

Order #7 Agenda #5e

In the Matter of Action to Form Contracts: e) Building Superintendent: Consulting Agreement with Larry Clemons for HVAC system consulting in the monthly amount of \$6,270.91 for the period July 1, 2019 to December 31, 2019.

Order #7 Agenda #5e cont'd

Allen made a motion, seconded by Tippy, to approve the Consulting Agreement with Larry Clemons on behalf of the Building Superintendent for HVAC System Consulting in the monthly amount of \$6,270.91 for the period July 1, 2019 to December 31, 2019. Motion carried 3-0.

Order #8 Agenda #5f-g

In the Matter of Action to Form Contracts: f) Human Resources: Consulting Agreement with Shared Resource Solutions, Inc. for workplace training in an amount not to exceed \$12,500.00 for the period June 5, 2019 to December 31, 2019; g) Human Resources: Consulting Agreement with Shared Resource Solutions, Inc. for preparation of OSHA filings in an amount not to exceed \$2,500 for the period June 5, 2019 to December 31, 2019.

Allen made a motion, seconded by Tippy, to approve on behalf of Lake County Human Resources the Consulting Agreement with Shared Resource Solutions, Inc. for workplace training in an amount not to exceed \$12,500.00 for the period June 5, 2019 to December 31, 2019 and the Consulting Agreement with Shared Resource Solutions, Inc. for preparation of OSHA filings in an amount not to exceed \$2,500 for the period June 5, 2019 to December 31, 2019. Motion carried 3-0.

Order #9 Agenda #5h-j

In the Matter of Action to Form Contracts: h) Treasurer: SRI Services Master Agreement for Tax Sale services; i) Treasurer: SRI Services Support Addendum for Tax Sale Services; j) SRI Services Tax Sale Work Plan.

Allen made a motion, seconded by Tippy, to approve on behalf of the Lake County Treasurer the SRI Services Master Agreement for Tax Sale Services and ordered same to approve the SRI Services Support Addendum for Tax Sale services and SRI Services Tax Sale Work Plan. Motion carried 3-0.

SRI SERVICES MASTER AGREEMENT

THIS AGREEMENT, executed on this 5th day of June, 2019, is entered into by and between SRI, Incorporated ("SRI") an Indiana Corporation, 8082 Bash Street, Indianapolis, Indiana 46250, and Lake County, Indiana by and through the Board of Commissioners (the "County"), 2293 N. Main St., Crown Point, IN 46307. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, SRI and the County hereby agree as follows:

1. **Services to be Performed.** The County shall execute an addendum for each service program selected by the County to be performed by SRI and return each signed addendum as an attachment to this Agreement. The County may subsequently select any other service program to be performed by SRI by executing and forwarding the appropriate program addendum or addenda to SRI. No such subsequently executed addendum shall be effective until accepted by SRI. Each addendum, whether executed contemporaneously herewith or subsequent to the date hereof, is incorporated into and made a part of this Agreement upon acceptance by SRI and, unless otherwise stated in such addendum, is subject to all applicable terms and conditions of this Agreement. (This Agreement and all addenda executed by the County and accepted by SRI are hereinafter collectively referred to as the "Agreement"). County Attorney may consult with SRI legal counsel regarding matters related to the tax sale, IC 6-1.1-24 *et. seq.* and 6-1.1-25 *et. seq.*

2. **Timing of Performance.** SRI will commence providing the services described in this Agreement on _____, 20____, or such later date as may be set forth in any addendum or addenda executed by County and accepted by SRI subsequent to the date hereof (the "Beginning Date").

3. **Fees and Expenses.** Each addendum attached to and made a part of this Agreement sets forth the amounts payable to SRI for the services provided to the County under this Agreement. The County hereby agrees to pay to SRI all such amounts in the manner set forth in each such

Order #9 Agenda #5h-j cont'd

addendum. SRI invoices will not exceed the amount of fees collected by the County for SRI services.

4. **Term of Agreement.** Unless sooner terminated by SRI or the County pursuant to the terms of this Paragraph 4, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. Further, either party may terminate this Agreement during the term hereof after giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that neither party may provide such written notice indicating its intention to terminate this Agreement prior to the expiration of a ninety (90) day period commencing on the Beginning Date.

5. **Information to be Provided by County.** The County hereby agrees to provide SRI in a timely manner with all reports, data and information as requested by SRI and further agrees that SRI may rely on all such reports, data and information in performing the services set forth herein and in all addenda made a part hereof.

6. **Limitation of Liability.** The County hereby agrees that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the County or its agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of SRI.

7. **Right to Contract.** SRI and the County each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound, and each agrees that it will indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested,

to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable Law.** This Agreement shall be governed and interpreted by the laws of the State of Indiana.

10. **Assignment.** This Agreement shall be binding on the parties, their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party hereto.

11. **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

12. **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

13. **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

14. **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

15. **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

16. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

17. **Confidential and Proprietary Information.** SRI recognizes and acknowledges that in the course of performing the services provided hereunder, it may have access to certain confidential or proprietary information. SRI hereby agrees that it will not at any time during or after the term of this Agreement disclose any such confidential or proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, unless required by law or upon obtaining the prior written consent of the County. In the event of a breach, whether actual or anticipated, by SRI of the provisions of this Paragraph 17, the County shall be entitled to an injunction or other legal or equitable remedy pursuant to which SRI shall be enjoined or precluded for disclosing, in whole or in part, such confidential or proprietary information.

18. **Statutorily Required Provisions.** (A) SRI affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. SRI shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. SRI is not required to participate should the E-Verify program cease to exist. SRI shall not knowingly employ or contract with an unauthorized alien. SRI shall not retain an employee or contract with a person that SRI subsequently learns is an unauthorized alien. SRI shall require its subcontractors, who perform work under this Agreement, to certify to SRI that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. SRI agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. (B) SRI and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. (C) SRI certifies and affirms under penalties for perjury that: (1) the person signing this Agreement is a duly authorized officer, agent, or representative of SRI; (2) that he or she has personal knowledge of the activities of SRI

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with respect to its investment activities; (3) SRI does not engage in investment activities in Iran, as that activity is defined in IC 5-22-16.5-1 et seq.; and SRI acknowledges that the County is entering into this Agreement in reliance upon the representations made in this Certification.

SRI, Incorporated

By: [Signature]
Printed: James B. Hughes
Its: President
Date: 5-14-19

Lake County, Indiana
by and through the BOARD OF COMMISSIONERS
By: [Signature]
Printed: Kyle W. Allen
Its: Commissioner
Date: June 5, 2019

By: [Signature]
Printed: Michael Chapoy
Its: President
Date: June 5, 2019

By: [Signature]
Printed: Levy Tiers
Its: Commissioner
Date: June 5, 2019

TAX SALE SERVICES SUPPORT ADDENDUM

As part of and in accordance with that certain SRI Services Master Agreement (the "Agreement") executed by and between SRI, Incorporated ("SRI") and Lake County, Indiana (the "County"), the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of the Agreement and this Addendum, tax sale support services more specifically described as follows:

1. **Description of Services.**

- (a) From various reports, data and information to be provided by the County Auditor and the County Treasurer, SRI will:
- (i) prepare a list of properties for which taxes and/or special assessments are delinquent;
 - (ii) prepare all notices for mailing, publication and posting as required by statute;
 - (iii) prepare all updated lists as required by statute;
 - (iv) prepare all forms and records as prescribed or approved by the State Board of Accounts;
 - (v) clerk the tax sale and record disposition of all properties offered for sale;
 - (vi) update the tax sale record for all redemptions or deeds issued; and
 - (vii) provide any and all other services as agreed to pursuant to a work plan presented to and approved by the County Auditor and County Treasurer (the "Work Plan")
- (b) The County through the County Auditor and County Treasurer, respectively as their duties require, shall provide:
- (i) all necessary information and records as requested by SRI to prepare the required lists;
 - (ii) review of all information prepared for accuracy;
 - (iii) updates as required by statute and reasonably requested by SRI;
 - (iv) filing of all legal documents with the Court as required by statute; and
 - (v) all documents, information and assistance as agreed to in the Work Plan.

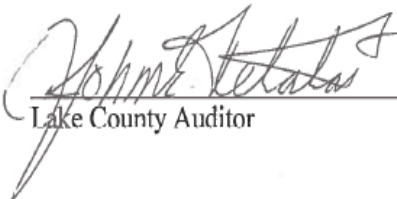
2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Addendum and subject to the terms and conditions of the Agreement, the County agrees to bill each property owner a fee of One Hundred (\$100.00) for each parcel listed on the Certified List as a "cost of sale" as provided in IC § 6-1.1-24-2 (the "Service Fee"). The Service Fee shall be collected by the County on all parcels included on the Certified List and remitted to SRI upon collection and receipt of an invoice for the Service Fees from SRI. The County shall prepare and deliver to SRI a report of all payments made by property owners with respect to properties listed on the Certified List as provided in the Work Plan, beginning on the Effective Date. In addition to collecting the Service Fee, the County shall be responsible for and pay all costs of publication and all postage costs related to the mailing of any notice required by statute.

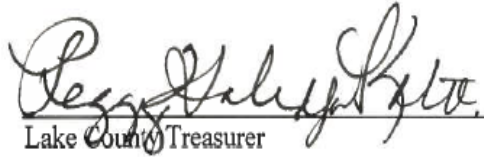
3. **Disclosure of Information.** SRI recognizes and acknowledges that it may have access to certain confidential information of the County and other entities. SRI will not during, or after, the term of the Agreement or this Addendum, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever,

unless required by law or upon the prior written consent of the County. In the event of a breach or a threatened breach by SRI of the provisions of this paragraph, the County shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective June 5th, 2019 (the "Effective Date") and supersedes all previous addendums heretofore executed.

Recommended by:


Lake County Auditor


Lake County Treasurer

ACCEPTED:

SRI, Incorporated

By: 
Printed: James B. Hughes

Its: President

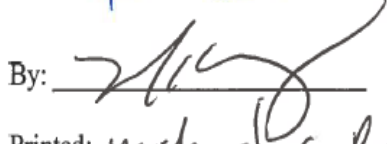
Date: 5-14-19

Lake County, Indiana
by and through the BOARD OF
COMMISSIONERS

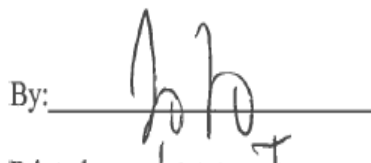
By: 
Printed: Kyle W. Aiken Sr.

Its: 2/16

Date: June 5, 2019

By: 
Printed: Michael C. Repuy
Its: Commissioner, Pres.

Date: June 5, 2019

By: 
Printed: Jorja Tippet
Its: Commissioner
Date: June 5, 2019

Order #9 Agenda #5h-j cont'd

2019 TAX SALE WORK PLAN
LAKE COUNTY

This Work Plan is prepared pursuant to the Tax Sale Support Services Addendum 1 (a) (vii) to further define the responsibilities of the County Auditor, County Treasurer and SRI to fulfill the intent of the SRI Services Master Agreement with Addendum executed by the County Board of Commissioners.

The undersigned agree that they will individually and collectively perform or cause to have performed by employees of their organization the actions defined herein which are required to execute the County Tax Sale in compliance with IC 6-1.1-24 and IC 6-1.1-25. The specific actions required are:

1. The Treasurer will certify properties eligible for tax sale as defined in IC 6-1.1-24-1 (a). The Treasurer further agrees to collect the fee to be paid to SRI for the tax sale services included in the contract signed by the County Commissioners on and after the effective date of the contract.
2. The Auditor and/or Treasurer will provide property locations, identify property owners to be removed due to bankruptcy, ownership transfers, and address corrections. If property locations are not available directly from the Auditor, the County Assessor will be asked to complete the information as required by statute.
3. SRI will prepare the notice required by IC 6-1.1-24-4. Such notice will be in compliance with the State Board of Accounts prescribed form. SRI will prepare the notice and apply postage for mailing both via certified mail with electronic return receipt and first class mail. County will pay postage based on SRI invoice. Where the owner's name and address is exactly the same, the notices will be combined into one envelope to save postage costs. Postage will be paid to SRI prior to mailing. SRI will provide the notice forms and other supplies for preparing and mailing the notice.

SRI will return proof of mailing with certified mail # and stamped copy of the Certified Mail List.

Tax Sale Noticing Process 2019 — Recent developments in Indiana statutory and decisional law potentially require additional mailing for legal noticing of owners of properties on the tax sale. To comply with the revised requirements of IC 6-1.1-24-4, for each property, SRI will mail the tax sale notices by certified mail (with electronic return receipt requested) and first class mail at the same time. When certified mail notices are returned/not successfully delivered, SRI will perform "skip-tracing" to attempt to find a better address associated with the owner(s) of each such property. If there is a better address located for the owner(s) through skip tracing, SRI will mail an additional first class notice. Additionally, the Auditor agrees to search its internal records for a better address for the owner(s) of properties for which the certified mail notices are returned and provide the results of said searches to SRI via www.sri-taxesalesystem.com. When the Auditor provides an alternative address, SRI will mail a notice certified mail, electronic return receipt requested, to the owner(s) at the new address provided. If the Auditor requests additional mailing to the occupant of the property, SRI will mail a first class notice to the occupant. If the Auditor requests the sheriff or other party to post the notice on the property, SRI will prepare the notice on a form suitable for outside posting.

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An image will be placed on the internet based SRI/County Tax Sale Management System for viewing the returned documents. A report will be available in the Tax Sale Management System that lists the returned mail on a daily basis. The purpose of the report is to eliminate the 'bulk' nature of the requests for new addresses and allow the County User the flexibility to determine the frequency of the report. The County User will be able to specify the date range for this report. There will also be a link on the report for the County User to be able to view the image. This will serve as the information source for the Auditor or Treasurer to answer inquiries from taxpayers regarding notices to owners.

4. Treasurer agrees to update certified lists with payments made after list is certified until commencement of the tax sale on SRI management system.
- 4a. SRI will prepare the advertising information to place in the local newspapers as required by IC 6-1.1-24-3. SRI will cooperate with the local papers with respect to ad formats and publishing deadlines. In addition, as directed by the county pursuant to IC 6-1.1-24-3 (e), SRI shall omit from the publication, properties appearing in a previous year's tax sale that remain unsold and are offered again for sale. For unpublished properties, SRI shall include in the publication the requirements of IC 6-1.1-24-3(e)(1) and (e)(2) directing readers to the online listing of the properties and the availability of the listing in an alternate form upon request.
5. One day prior to the day the application for judgment is filed, the Treasurer shall notify SRI and the Auditor that all of the tracts of real property which have been paid in full have been entered in the SRI Internet Tax Sale System.

SRI will prepare a list of properties where the amount due before the sale has not been paid and submit this list along with an "Application for Judgment and Order of Sale" to the Auditor and Treasurer. The Application shall be submitted jointly by the Treasurer and Auditor to the required court of jurisdiction. The Treasurer and Auditor shall make and subscribe an affidavit attesting to the accuracy of the list submitted to the court.

7. After issuance of the Order of Sale, SRI will perform the duties of the Treasurer for the conduct of the sale and SRI will perform the duties of the Auditor, defined as "clerk of the sale". The Auditor and Treasurer agree to conduct the sale as defined by SRI in its procedures submitted to the Auditor and Treasurer. Reports required of the Auditor and Treasurer after the sale shall be delivered on the day of sale prior to the departure of SRI from the courthouse. These reports are:

Auctioneer Worksheet- Prepared prior to the sale.
Tax Sale Certificate- Prepared at time of bid closing on each property.
Bid Verification and Receipt- Prepared at time of bid closing on each property.
Property Cash Report
Property Tax Sale Buyer List
Owner buyer Report
SRI Form 137 for all properties sold on the sale.

8. SRI will serve as the auctioneer on the day of the sale.

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Order #9 Agenda #5h-j cont'd

- 9. SRI will prepare and submit to the Auditor a completed SBA approved form 137 to be filed as the permanent record of the tax sale.
- 10. Upon county request, SRI will prepare and mail post sale letters to owners advising the owner of the sale of their property and surplus rights.
- 11. Auditor agrees to use the SRI Tax Sale System for updates and redemptions after the sale.
- 12. SRI agrees to respond to all tax sale questions of process from the Auditor and Treasurer. Legal questions will be referred to the County Attorney.

The undersigned agree to perform the required actions necessary to meet the legal requirements of the County Tax Sale. The undersigned further agree to prepare necessary documents, reports, or provide information as defined in procedures of the County or by SRI in the conduct of the annual tax sale.

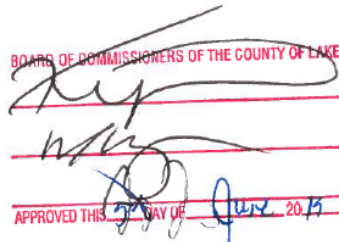
We, the undersigned, have reviewed the above referenced Work Plan and hereby agree to SRI performing all services as outlined therein.

Date signed _____


 Lake County Auditor OG


 Lake County Treasurer


 James B. Hughes, President, SRI, Inc.


 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
 APPROVED THIS 5th DAY OF June, 2019

Order #10 Agenda #5k-m

In the Matter of Action to Form Contracts: k) Superior Court: Vendor House Contract with Brad Strom dba The County Café; l) Superior Court: Vendor House Contract with Miller Pizza Company, Inc.; m) Superior Court: Vendor House Contract with Culligan Water Conditioning.

Allen made a motion, seconded by Tippy, to approve on behalf of Superior Court the Vendor House Contract with Brad Strom dba The County Café, with Miller Pizza Company, Inc. and with Culligan Water Conditioning for services and goods provided by the Vendors. Motion carried 3-0.

Order #11 Agenda #5n

In the Matter of Action to Form Contracts: n) Auditor: Contract for Lawson training for Bookkeeping Department in the amount of \$9,200.00.

Allen made a motion, seconded by Tippy, to approve on behalf of Lake County Auditor the Contract for Lawson training for Bookkeeping Department in the amount of \$9,200.00 plus travel and living expenses between Infor (US), Inc. and Lake County Data Processing. Motion carried 3-0.

Order #12 Agenda #6a

In the Matter of Action to Modify Existing Contracts: a) Surveyor: Addendum to Contract with Sidwell in the total amount of \$300 to add two map services to the GIS Portico.

Allen made a motion, seconded by Tippy, to approve on behalf of Lake County Surveyor the Addendum to the Contract with Sidwell to add two map services to the GIS Portico in the total amount of \$300. Motion carried 3-0.

Order #13 Agenda #7a

In the Matter of Action And/Or Reports on County Owned Property: a) E911: Request to dispose of 65 22" Computer Monitors.

Allen made a motion, seconded by Tippy, to approve the request for disposal submitted by E911 to dispose of 65 22" Computer Monitors. Motion carried 3-0.

Order #14 Agenda #8a-c

In the Matter of Action on Commissioners' Items: a) Sheriff: In Car Body Camera Video and Evidence Library with Watchguard Inc. in the total amount of \$29,675.00; b) Sheriff: Payment to Intapol Industries in the amount of \$7,273.85 for the purchase of Motorcycle communications equipment; c) Sheriff: Payment to Safran Helicopter Engines in the amount of \$4,689.61 for the purchase of Engine Fuel Rails.

Order #14 Agenda #8a-c cont'd

Allen made a motion, seconded by Tippy with discussion, to approve the Sheriff payment for In Car Dash Camera Video and Evidence Library with Watchguard Inc. in the total amount of \$29,675.00 and approve Sheriff Payment to Intapol Industries in the amount of \$7,273.85 for the purchase of Motorcycle communications equipment and ordered same to approve payment to Safran Helicopter Engines in the amount of \$4,689.61 for the purchase of Engine Fuel Rails, discussion with Tippy asked question regarding Item a, asking if it was something new or a renewal?, Sheriff present/spoke for clarity, it's for our units that work on the Interstate for evidence, it's not a body cam it's actually an in-car camera, dash cam, discussion closed. Motion carried 3-0.

Order #15 Agenda #8d-f

In the Matter of Action on Commissioners' Items: d) Building Superintendent: Payment to Johnson Controls, Inc. in the amount of \$5,641.84 for thermostat retrofitting in the West Wind renovations; e) Building Superintendent: Payment to Johnson Controls, Inc. in the amount of \$9,405.90 for HVAC Mechanical Services; f) Building Superintendent: Payment to Mechanical Concepts, Inc. in the amount of \$9,599.39 for HVAC services.

Allen made a motion, seconded by Tippy, to approve on behalf of the Building Superintendent payment to Johnson Controls, Inc. totaling \$5,641.84 for retrofitting new thermostats to the heating system for the sixth-floor renovations at Westwind, letter of recommendation dated March 28, 2019, and ordered same to approve payment to Johnson Controls, Inc. in the amount of \$9,405.90 for HVAC Mechanical Services and payment to Mechanical Concepts, Inc. in the amount of \$9,599.39 for HVAC services. Motion carried 3-0.

Order #16 Agenda #8g-h

In the Matter of Action on Commissioners' Items: g) Highway: Select a Consulting Engineer to provide Design Engineering Services for Lake County Bridge No. 243; h) Highway: Approve counter offer of \$81,795.00 for Parcel 222 on 45th Ave.

Allen made a request of the Board to defer action on Agenda Item 8g, motion to defer, Tippy seconded with question, asking where is Bridge 243, Allen responded, stating, "that is the Bridge on Lake Street in Gary", discussion among Board members continued briefly, discussion closed. Motion carried 3-0.

Allen made a motion, seconded by Tippy, to approve Item 8h on behalf of Lake County Highway to approve the acceptance of the counter offer of \$81,795.00 for Parcel 222 on 45th Avenue. Motion carried 3-0.
(SEE FILE "MEETING FOLDER JUNE 5 2019" FOR LETTER OF RECOMMENDATION)

Order #17 Agenda #9a-f

In the Matter of Action on County Council Items: Ordinances: Listed a-f.

Allen made a motion, seconded by Tippy, to approve the Ordinances submitted and adopted by the Lake County Council, May 14, 2019, listed below a-f. Motion carried 3-0.

- a) Ordinance No. 1356C-7 – Ordinance Amending Ordinance No. 1356C, Lake County Employee Handbook, 2013 Edition
- b) Ordinance No. 1400B-2 – Ordinance Amending Ordinance No. 1400B, The Ordinance Establishing Non-Reverting Self Insurance and Insurance Working Funds for Lake County
- c) Ordinance No. 1425C-9 – Ordinance Amending the Lake County 2019 Salary Ordinance, Ordinance No. 1425C, Reorganizing Positions in the Lake County Board of Elections and Registration Office (001-2100)
- d) Ordinance No. 1433A – Ordinance Granting Petition to Vacate a Portion of a No Access Easement by Pinnacle Property Investors, LLC
- e) Ordinance No. 1433B – Ordinance Establishing the Lake County CASA Public Relations Grant Fund, a Non-Reverting Fund
- f) Ordinance No. 1433C – Ordinance Establishing a User Fee for Online Applications Made to the Lake County Plan Commission

Order #18 Agenda #9g-k w/l

In the Matter of Action on County Council Items: Resolutions: Listed g-k and Proclamation: Listed l.

Allen made a motion, seconded by Tippy, to approve the Resolutions and Proclamation submitted and adopted by the Lake County Council, May 14, 2019, listed below g-l. Motion carried 3-0.

- g) Resolution No. 19-31 – Resolution Honoring the Lake County Finance Director Dante Rondelli
- h) Resolution No. 19-32 – Resolution Permitting the Lake County Fairgrounds to Pay an Outstanding 2017 Invoice/Debt from the 2019 Budget
- i) Resolution No. 19-33 – Resolution Transferring \$719,126.34 to the Lake County Excess Levy Fund, Fund No. 113 to Facilitate Surplus of over 100% Collections Pursuant to I.C. 6-1.1-18.5-17
- j) Resolution No. 19-34 – Resolution Permitting Lake County Commissioners E-911 to Pay an Outstanding 2018 Invoice/Debt from the 2019 Budget
- k) Resolution No. 19-35 – Resolution Acknowledging June 2, 2019 as National Cancer Survivors Day
- l) **Proclamation Honoring Lake County Councilwoman Elsie Franklin**

Order #19 Agenda #10a

In the Matter of State Board of Accounts Items: a) Treasurer: Treasurer's Monthly Report ending April 2019.

Allen made a motion, seconded by Tippy, to approve the Monthly Report from Lake County Treasurer ending April 2019. Motion carried 3-0.

Order #20 Agenda #10b-c

In the Matter of State Board of Accounts Items: b) Auditor: Payroll Deductions Voucher for Pay Date 5/13/2019. Child Support \$12,042.96, INPRS-Judicial \$628.56, INPRS-General \$390,169.94, Federal Wire \$838,702.26, Indiana Wire \$456,600.48; c) Auditor: Payroll Deductions Voucher for Pay Date 4/15/2019. Child Support \$12,097.96, INPRS-Judicial \$628.57, INPRS-General \$378,471.71, Federal Wire \$822,391.71.

Allen made a motion, seconded by Tippy, to approve the State Board of Accounts Items in 10 b & c, from Lake County Auditor, Payroll Deductions Vouchers for Pay Dates 5/13/2019 and 4/15/2019. Motion carried 3-0.

Order #20 Agenda #10b-c cont'd

Child Support \$12,042.96,
INPRS-Judicial \$628.56,
INPRS-General \$390,169.94,
Federal Wire \$838,702.26,
Indiana Wire \$456,600.48
Child Support \$12,097.96,
INPRS-Judicial \$628.57,
INPRS-General \$378,471.71,
Federal Wire \$822,391.71

Order #21 Agenda #10d

In the Matter of State Board of Accounts: d) Weights & Measures: Monthly Activity Inspection Report covering the period 4/16/2019 through 5/15/2019.

Allen made a motion, seconded by Tippy, to approve the Monthly Activity Inspection Report submitted by Director of Lake County Weights & Measures covering the period 4/16/2019 through 5/15/2019. Motion carried 3-0.

Order #22 Agenda #11a-f, h&i, j, ADD 11k & l

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: Listed a-f, h-l.

Allen made a motion, seconded by Tippy, to approve Vendor Qualification Affidavits and/or Responsible Bidder Applications: Listed a-f, h-l. Motion carried 3-0.

- a) Commissioner: Gary Printing Inc.
- b) Cenifax: JK Seva, Inc.
- c) Cenifax: Granite Telecommunications LLC
- d) Sheriff: Command Sourcing, Inc.
- e) Sheriff: Vincent Balbo
- f) Parks: Cord Financial Services LLC
- g) DELETED
- h) CORONER: Electron Microscopy Services
- i) Building Superintendent: State Line Fire Systems, Inc.
- j) Building Superintendent: Crowley Engineering, LLC
- k) Parks: Luxury Layouts
- l) Highway: Bit Mat Products of Indiana, Inc.

Order #23 Agenda #12a

In the Matter of Resolutions: a) Adopting the Lake County Multi-Hazard Mitigation Plan.

Allen made a motion, seconded by Tippy, to approve Board of Commissioners Resolution, Resolution #2019-03, Adopting the Lake County Multi-Hazard Mitigation Plan. Motion carried 3-0.

Resolution # 2019-03

ADOPTING THE LAKE COUNTY MULTI-HAZARD MITIGATION PLAN

WHEREAS, Lake County recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted Multi-Hazard Mitigation Plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, Lake County participated jointly in the planning process with the other local units if governments within the County to prepare a Multi-Hazard Mitigation Plan;

NOW THEREFORE, BE IT RESOLVED, that the Lake County Board of Commissioners hereby adopts the Lake County Multi-Hazard Mitigation Plan as an official plan; and

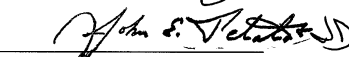
BE IT FURTHER RESOLVED that the Lake County Department of Homeland Security / Emergency Management Agency will submit on behalf of the participating municipalities the adopted Multi-Hazard Mitigation Plan to the Indiana Department of Homeland Security and the Federal Emergency Management Agency for final review and approval.

ADOPTED THIS 5th Day of June, 2019


Kyle W. Allen Jr. – County Commissioner 1st District


Jerry Tippy – 2nd County Commissioner 2nd District


Michael C. Repay – County Commissioner 3rd District


Attest – John Patalas – County Auditor



Order #24 ADD Agenda #2e

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: e) Fairgrounds Electrical Undergrounding Project.

This being the day, time and place for the receiving of bids for Electrical Undergrounding Project at Lake County Fairgrounds, for Lake County Commissioners, the following bids were received:

Midwestern Electric, Inc.	\$621,589.00
M J Electric, LLC	\$379,900.00
Base Electrical Services	\$461,000.00

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

Order #25 Agenda #2b

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: b) 109th and Colorado Street Signalization and Improvements.

This being the day, time and place for the receiving of bids for 109th and Colorado Street Signalization and Improvements for Lake County Highway Department, the following bids were received:

DLZ Indiana	Base fee \$66,900	Alt. \$11,200
Butler, Fairman & Siefert, Inc.	\$81,055	

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

Order #26 Agenda #2c

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: c) Demolition of (3) three house structures in Dyer.

This being the day, time and place for the receiving of proposals for Demolition of three (3) house structures in Dyer for Lake County Highway Department, the following proposals were received:

Ryan Construction, Inc.	\$72,900
Holland Asphalt Services, Inc.	\$77,525

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

Order #27 Agenda #2d

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: d) Lease to own financing for 19 police sedans.

This being the day, time and place for the receiving of proposals for Lease to own financing for 19 police sedans for Lake County Commissioners for the Sheriff's Department, the following proposals were received:

PNC Bank	4yr quarterly 2.886%	5yr quarterly 2.886%	4yr semi-annually 2.901%	5yr semi-annually 2.901%
U.S. Bancorp Government	48 mos. 2.326%	60mos. 2.374%	72mos. 2.403	

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

Order #28 ADD Agenda #2f

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: f) Zoning and Subdivision Update/Amendment.

This being the day, time and place for the receiving of proposals for Zoning and Subdivision Update/Amendment for Lake County Plan Commission, the following proposals were received:

The Arsh Group	\$ 54,690.00
MS Consultants, Inc.	\$125,000.00
GRW	\$ 56,200.00
Duncan Associates	\$164,250.00
McKenna Associates, Inc.	\$136,000.00
Houseal Lavigne	\$224,550.00

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

Order #29 Agenda #15c

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

There were none.

The next Board of Commissioners Regular Meeting will be held on Wednesday, June 19, 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

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR

