

The Board met in due form with the following members present: Michael Repay 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 14th day of June, 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 14th day of June, 2019 at about 2:30 p.m.

Order #1 Agenda #1-f1-3

In the Matter of Opening of Meeting: f. Finalization of Agenda: 2) Additions, deletions, corrections; 3) Approval of final agenda to be incorporated into official minutes.

Comes now, Attorney Fech, to present the Additions, deletions and corrections as follows: Correction - Item 4j: Contract for demolition and removal of three (3) homes for the reconstruction of Lake County Bridge #264, Hart St. over Hart Ditch with Ryan Construction in the amount not to exceed \$72,900, Additions - Item 15a: Approve minutes from the March 20, 2019 Regular Session and Deletions - Item 4i, Item 7i and Item 7j.

Tippy made a motion to accept the Additions, deletions and corrections and to approve the Final Agenda, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #2 Agenda #1f1

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.

Tippy made a motion to approve the Certificate of Service of Meeting Notice to those who have made a written request for notice, Repay seconded. Motion carried 2-0, 1 absent.

Order #3 Agenda #1f5

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

Comes now, Attorney Fech, with confirmation of Executive Session, stating, last Wednesday all non-compliance, notification of Executive Session sent. NAT.

Order #4 Agenda #3

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

Tippy made a motion to allow the opening of Vendor Responses to Requests for Bids and Quotes, Repay seconded. Motion carried 2-0, 1 absent.

Order #5 Agenda #3a-b

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a) Highway: Reconstruction of Lake County Bridge #264, Hart St. over Hart Ditch. Bids to be returned to the Auditor's Office by 9:30 am on July 17, 2019; b) Highway: 101st and Sheffield Ave. Intersection Improvements. Bids to be returned to the Auditor's Office by 9:30 am on July 17, 2019.

Tippy made a motion to approve the advertising and the Specifications for Lake County Highway Department for Reconstruction of Lake County Bridge #264, Hart St. over Hart Ditch and 101st and Sheffield Ave. Intersection Improvements for the return of bids to the Auditor's Office by 9:30 am on July 17, 2019, Repay seconded. Motion carried 2-0, 1 absent.

Order #6 Agenda #4a

In the Matter of Action to Form Contracts: a) Prosecuting Attorney: Renew grant application with FSSA funding a grant for \$429,407.96 for the period July 1, 2019 through June 30, 2020.

Tippy made a motion to approve on behalf of the Prosecuting Attorney the renewal grant application with FSSA funding a grant in an amount of \$429,407.96 for the period July 1, 2019 through June 30, 2020, Professional Services Contract between the Indiana Family & Social Services Administration, Division of Aging, the Prosecuting Attorney of Lake County and the Board of Commissioners, Repay seconded. Motion carried 2-0, 1 absent. (SEE FILE "2019 CONTRACTS" AND INDIANA GATEWAY ONLINE)

Order #7 Agenda #4b-c

In the Matter of Action to Form Contracts: b) Surveyor: Purchase an upgrade to GPS Data collector from Seiler Instrument & Mfg. Co. in the total amount of \$7,486.95; c) Surveyor: Contract for Engineering Services with Christopher B. Burke Engineering in the estimated amount of \$45,900.

Tippy made a motion to approve on behalf of the Lake County Surveyor the purchase of an upgrade to GPS Data collector from Seiler Instrument & Mfg. Co. in the total amount of \$7,486.95 and ordered same to approve the Surveyor Contract for Engineering Services with Christopher B. Burke Engineering in the estimated amount of \$45,900, Repay seconded. Motion carried 2-0, 1 absent.

Order #8 Agenda #4d

In the Matter of Action to Form Contracts: d) Sheriff: Purchase of training tables and stackable chairs in the total amount of \$3,254.65.

Tippy made a motion to approve the purchase of training tables and stackable chairs from Adorama Inc. in the total amount of \$3,254.65 on behalf of the Sheriff, Repay seconded. Motion carried 2-0, 1 absent.

Order #9 Agenda #4e

In the Matter of Action to Form Contracts: e) Sheriff: Lease/Maintenance Agreement with Stanley Convergent Security Solutions in the annual amount of \$52,800.00 for the period of January 1, 2019 to December 31, 2022.

Comes now, Commissioner Tippy, with questions to Mr. Zenk, Jail Warden, whom present/spoke, asking, "is this the cameras that we've been talking about", Zenk, responded, "yes this would be for maintenance and cameras and some other of the security equipment that Stanley has been covering up to this point and time", Tippy continued, asking, "what is the duration of this particular contract", Zenk, responded, "this shows, right now I guess it was submitted, three years, that was something Stanley submitted, but again I think that is an open question", Tippy continued, "I would recommend we not extend that for three years", Zenk, responded, "understood", Repay commented, "and maybe we defer and take a look at, because we could have, we need to continue the service but we want to continue it in a way that allows us to remove ourselves to the Contract, there may be something in there, if Matt takes a closer look", Zenk, commented further, "there is an out-clause with them, again I understand about having it in writing about it for three years rather than a one period", Fech spoke. Commissioners and Warden Zenk agreed on what to have when this matter comes back.

Tippy made a motion to defer, Repay seconded the motion. Motion to defer carried 2-0, 1 absent.

Order #10 Agenda #4f-g

In the Matter of Action to Form Contracts: f) Fairgrounds: Recommendation to award the contract for the Electrical Undergrounding Project to MJ Electric, LLC in the total amount of \$379,900; g) Fairgrounds: Temporary Occupancy License Agreement with NIPSCO.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award the most responsive bidder, MJ Electric, LLC with the total amount of \$379,900 for the Electrical Undergrounding Project at the Lake County Fairgrounds, upon a motion made by Tippy, to award and approve the Temporary Occupancy License Agreement with NIPSCO, Repay seconded. Motion carried 2-0, 1 absent. (FOR CONTRACT SEE FILE 2019 CONTRACTS & INDIANA GATEWAY ONLINE)

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Undergrounding Electrical Project for the L.C. Fairgrounds, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

MJ ELECTRIC LLC W/ *FEDERAL INSURANCE CO.* in the amount of 5% is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for UNDERGROUNDING ELECTRICAL PROJECT FOR THE LAKE CO. FAIRGROUNDS FOR \$379,900.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: JUNE 19, 2019

MICHAEL REPAY
JERRY TIPPY
KYLE ALLEN, SR.
Cont'd.

MJ ELECTRIC LLC

Order #10 Agenda #4f-g cont'd

TEMPORARY OCCUPANCY LICENSE AGREEMENT

THIS TEMPORARY OCCUPANCY LICENSE AGREEMENT (this "License") is dated as of June 19, 2019, by and between Board of County Commissioners (the "Owner") and Northern Indiana Public Service Company LLC ("NIPSCO").

RECITALS

WHEREAS, Owner is the fee simple owner of that certain improved real property located at 889 S Court St, Crown Point, Indiana 46307 (the "Property"); and

WHEREAS, NIPSCO desires to secure a revocable license from Owner to use from time to time as necessary, as depicted on Exhibit A attached hereto and incorporated herein (the "Premises"), in accordance with the terms and conditions provided in this License.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License to Use Premises.** Owner grants to NIPSCO a revocable license to use the Premises, subject to the terms and conditions contained in this License.
2. **Term.** The term of this License will commence on June 19, 2019 and continuing through June 18, 2024 (the "Initial Term"). The Initial Term will automatically continue for five (5) year periods (each, an "Extension Term," the Initial Term and any Extension Term are referred to herein collectively, as the "Term"). NIPSCO may terminate this License during the Term of this License by giving the Owner no less than six (6) months advance written notice in accordance with the terms of this License. Subject to the preceding sentence, either party may terminate this License during an Extension Term by giving the other party no less than six (6) months advance written notice in accordance with the terms of this License.
3. **Use.** In the event of natural or man-made hazardous events or disasters, NIPSCO may use the Premises for temporary staging, storage, parking and any other uses that NIPSCO deems necessary for its employees, affiliates, agents, guests, contractors and customers throughout the duration of the event of natural or man-made hazardous events or disasters as determined by NIPSCO (each, a "Temporary Use Period").
4. **Consideration.** Owner and NIPSCO both agree that it is in their best interests and the interests of their constituents to create a temporary staging area for NIPSCO to coordinate its emergency storm restoration work in the event of natural or man-made hazardous events or disasters.
5. **Routine Maintenance.** Owner will be responsible for any and all routine maintenance of the Premises during the Term of this License.

6. Security. NIPSCO may and will be responsible for providing security measures to protect any of NIPSCO’s personal property and equipment utilized at the Premises; and shall hold the Owner harmless thereon.

7. Delivery of Possession. NIPSCO accepts the Premises in its “as is” condition without representations or warranties of any kind whatsoever effective as of the date of this License.

8. Restoration of the Premises. NIPSCO will restore the Premises to as near as practical to its original condition upon the expiration of each Temporary Use Period.

9. Environmental Conditions. With regard to the Property, Owner will assume all risk, liability, loss, cost, damage, or expense for any and all pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Property, except those which result from NIPSCO’s use of and activities on the Property. NIPSCO will give Owner written notice of any claim, demand, suit or action arising from any pollutants, contaminants, petroleum, hazardous substances and endangerments on or under the Leased Premises within ten (10) business days from the date that NIPSCO becomes aware of such claim, demand, suit or action. Owner and NIPSCO agree that, except to the extent caused by the acts or omissions of NIPSCO or its representatives and contractors, NIPSCO shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this License, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Property.

10. Alterations and Repairs. During the Term, NIPSCO will not make any alterations to the Premises without the prior written consent of Owner. Notwithstanding the foregoing, in the event that NIPSCO is responsible for material damages to the Premises or the Property beyond ordinary wear and tear, NIPSCO, at NIPSCO’s sole expense, will undertake such repairs as are necessary to restore the Premises to the condition it was in prior to the commencement of the Temporary Use Period.

11. Insurance. NIPSCO will provide, a certificate of insurance (“COI”) to the Owner for the following coverages for the Term of this License: (a) General Liability insuring for liability arising out of premises, operations, bodily injury, property damage (including loss of use), and products completed operations, with limits of \$2,000,000.00 combined single limit per occurrence and with a general aggregate of \$4,000,000.00 per occurrence against all claims and demands for any injury to persons and for any property damage; (b) Commercial Automobile Liability insuring all owned, non-owned and hired vehicles with limit of \$500,000.00 for each accident; (c) Statutory Workers Compensation and Employers’ Liability, Coverage B limits not less than 500,000.00/\$500,000.00/\$500,000.00; and (d) Umbrella Liability with per occurrence and annual aggregate limit of \$5,000,000.00. NIPSCO will include Owner as an Additional Insured under the General Liability insurance as it relates to the use of the Premises; and with respect to General Liability insurance, endorse or require the policy as such to stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance or self-insurance carried by, or for the benefit of Owner; and waive any and all rights of subrogation against additional insured except where not permissible by law. The minimum limits of liability

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Order #10 Agenda #4f-g cont’d

required may be satisfied through a combination of primary and excess coverage amounts. In the event that any policy of insurance provided by NIPSCO provides coverage on a “claims-made” basis, the retroactive date for any such policy, if any, will not be later than the date of this License.

12. Default. NIPSCO will be deemed to be in default under this License in the event NIPSCO fails to cure, if possible, or fails to initiate action to cure any other default hereunder within ten (10) business days after receiving written notice from Owner of such default.

13. Limitation of Liability. Neither Owner or NIPSCO will be responsible for any special, indirect or consequential damages on account of any matter relating to or arising out of this License, or any action or inaction of said party, even if said party, to the extent applicable, is advised of those damages or the possibility of those damages are said to be based in negligence, breach of this License, breach of warranty or strict or any other kind of liability. Damages waived and excluded by this section include without limitation of damages for loss of profit (but not payments to Owner contemplated hereunder) and loss of goodwill.

14. Surrender. Upon termination or expiration of each Temporary Use Period, NIPSCO will quit and surrender the Premises peaceably.

15. Compliance With Laws. Throughout the Term, NIPSCO will comply with all applicable federal, state and local laws, ordinances, codes and regulations relating to NIPSCO.

16. Owner Representations. Owner represents and warrants that it is the sole legal title owner of the Property and has authority to enter into this License.

17. Assignment. NIPSCO may not assign this License without Owner’s prior written consent.

18. Notices. All notices or demands desired or required to be given hereunder will be in writing and will be deemed to have been given if a copy has been delivered, postage prepaid (i) by personal delivery, (ii) by nationally recognized overnight courier, or (iii) by certified mail return receipt requested, to the parties at the following addresses:

- Owner: Board of County Commissioners
2293 N Main Street
Crown Point, IN 46307
Attn: _____
- NIPSCO: Northern Indiana Public Service Company LLC
c/o NiSource Corporate Services Company
801 East 86th Avenue
Merrillville, Indiana 46410
Attention: Corporate Real Estate
- With a copy to: NiSource Corporate Services Company

801 E. 86th Avenue
Merrillville, Indiana 46410
Attn: Legal Department

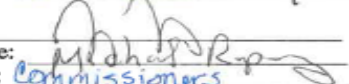
19. Miscellaneous. This License will be governed and construed in accordance with the laws of the State of Indiana. Each provision of this License will extend to and will bind and inure to the benefit of the parties hereto and their respective successors and assigns. No modification, waiver or amendment of this License or any of its conditions will be binding upon Owner or NIPSCO unless in writing signed by all parties. The invalidity of any of the provisions of this License will not impair or affect in any manner the validity, enforceability or effect of the rest of this License. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this License, which alone fully and completely expresses the agreement between Owner and NIPSCO. Nothing contained in this License will be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, or any association between Owner, NIPSCO or NIPSCO, it being expressly understood and agreed that no act of the parties hereto will be deemed to create any relationship between Owner or NIPSCO other than the relationship of Owner and NIPSCO. This License may be executed in counterparts, with all of such counterparts comprising one and the same License, valid and binding on all of the parties.

IN WITNESS WHEREOF, the undersigned have executed this Temporary Occupancy License Agreement as of the day and year first above set forth.

OWNER:

BOARD OF COUNTY COMMISSIONERS


By: 
Name: Michael Repay
Title: Board President

By: 
Name: Michael Repay
Title: Commissioners

By: _____
Name: _____
Title: _____

NIPSCO:

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC

By: 
Name: John R. Henry
Title: Leader Survey + Land

Order #11 Agenda #4h

In the Matter of Action to Form Contracts: h) Assessor: Contract with Nexus Group Inc. for tax appeals services in the total amount of \$10,000.00 per month for the period of January 1, 2019 through December 31, 2019.

Tippy made a motion to approve the Contract with Nexus Group, Inc. for tax appeals in the total amount of \$10,000.00 per month for the period of January 1, 2019 through December 31, 2019, on behalf of the Lake County Assessor, Repay seconded. Motion carried 3-0.

Order #12 Agenda #4j

In the Matter of Action to Form Contracts: j) Highway: Contract for Demolition and removal of 3 Homes for the Reconstruction of Lake County Bridge 264, Hart St. over Hart Ditch in the amount not to exceed \$72,900.

Tippy made a motion to award Ryan Construction in the amount of \$72,900 for demolition and removal of three (3) homes for the reconstruction of Lake County Bridge #264, Hart St. over Hart Ditch for Lake County Highway Department, Repay seconded. Motion carried 2-0, 1 absent. (FOR CONTRACT SEE FILE 2019 CONTRACTS & INDIANA GATEWAY ONLINE)

Order #13 Agenda #4k,l,m

In the Matter of Action to Form Contracts: k) Highway: Vendor House Account Contract with M+K Truck Center-Gary; l) Highway: Vendor House Account Contract with Highland Hydraulics; m) Vendor House Account Contract with Hardings, Inc.

Tippy made a motion to approve Items 4k, l and m, Vendor House Account Contracts with M+K Truck Center-Gary, Highland Hydraulics and Hardings, Inc., Repay seconded. Motion carried 2-0, 1absent.

Order #14 Agenda #4n

In the Matter of Action to Form Contracts: n) Corrections: Renewal of a service agreement with Monroe Pest Control in the annual amount of \$1,200.00 for the period of June 1, 2019 to May 31, 2020.

Tippy made a motion to approve renewal of a service agreement with Monroe Pest Control in the annual amount of \$1,200.00 for the period of June 1, 2019 to May 31, 2020 on behalf of Lake County Community Corrections, Repay seconded. Motion carried 2-0, 1absent.

Order #15 Agenda #4o,p,q

In the Matter of Action to Form Contracts: o) Commissioners: Recommendation to award the contract for lease to own financing to US Bancorp for a term of 48 months at the rate of 2.326% (Other bid from PNC at 2.901%); p) Commissioners: Recommendation to award contract for replacement of broken security glass to Broadway Glass & Customs in the amount of \$19,500.00 (Other bid was Lazzaro Companies at \$27,125.00); q) Commissioners: Recommendation to award contract for damaged concrete in the Jail to Larson Danielson Construction Company in the amount of \$5,975.00 (Other bids were Gariup Construction at \$6,700.00 and Sneed Construction at \$7,000.00)

The Board having previously taken the bids under advisement does hereby accept the recommendation to award US Bancorp the Contract for Lease to Own Financing for a term of 48 months at the rate of 2.326%, award Broadway Glass & Customs with \$19,500.00 for replacement of broken security glass and award Larson Danielson Construction Company with \$5,975.00 for the repair of damage concrete in the Jail, all bids being the lowest and most responsive bidders as recommended, upon a motion made by Tippy, seconded by Repay. Motion carried 2-0, 1 absent.

Order #16 Agenda #4r,s,t

In the Matter of Action to Form Contracts: r) Superior Court: Contract between L C Juvenile Center and Edmentum, Inc. to provide Courseware Core Library Program License for \$3,160.00 for the period July 1, 2019 through June 30, 2020; s) Superior Court: Vendor House Contract with Lucky Lady Pizza; t) Superior Court: Vendor House Contract with Honey Baked Ham.

Tippy made a motion to approve on behalf of Superior Court the contract between L C Juvenile Center and Edmentum, Inc. to provide Courseware Core Library Program License for \$3,160.00 for the period July 1, 2019 through June 30, 2020 and ordered same to approve Vendor House Contracts with Lucky Lady Pizza and Honey Baked Ham, Repay seconded. Motion carried 2-0, 1 absent.

Order #17 Agenda #5a

In the Matter of Action to Modify Existing Contracts: a) Fairgrounds: Change Order #1 Ziese & Son Excavation in the amount of \$2,395.00 for additional concrete demolition work on the existing demolition project.

Tippy made a motion to approve Change Order #1 for Ziese & Son Excavation in the amount of \$2,395.00 for additional concrete demolition work on the existing demolition project at the Fairgrounds, Repay seconded. Motion carried 2-0, 1 absent.

Order #18 Agenda #6a-b

In the Matter of Action And/Or Reports On County Owned Property: a) Quit-Claim Deed with NIPSCO; b) Request for Disposal of various furniture and office equipment from the Recorder's Office.

Tippy made a motion to approve Quit-Claim Deed with NIPSCO and approve the property disposal request for various furniture and office equipment from the Recorder's Office, Repay seconded. Motion carried 2-0, 1 absent.

Order #19 Agenda #7a,b,c,d

In the Matter of Action On Commissioners' Items: a) Building Superintendent: Payment to Suburban Elevator in the amount of \$10,948.50; b) Building Superintendent: Payment to Mechanical Concepts, Inc. in the total amount of \$4,737.20 for HVAC mechanical services; c) Building Superintendent: Payment to Arctic Engineering, Inc. for 2 invoices totaling \$3,015.67 for HVAC repairs; d) Building Superintendent: Payment to Johnson Controls, Inc. in the total amount of \$11,254.06 for HVAC mechanical services.

Order #19 Agenda #7a,b,c,d cont'd

Tippy made a motion to approve on behalf of the Building Superintendent payments to the following for various services, Tippy began discussion with Mr. Rehder in regards to Suburban Elevator asking if there was a contract, Mr. Rehder replied that the service is month to month and specs are being developed, Repay seconded. Motion carried 2-0, 1 absent.

- a) Suburban Elevator in the amount of \$10,948.50
- b) Mechanical Concepts, Inc. in the total amount of \$4,737.20 for HVAC mechanical services
- c) Arctic Engineering, Inc. for 2 invoices totaling \$3,015.67 for HVAC repairs
- d) Johnson Controls, Inc. in the total amount of \$11,254.06 for HVAC mechanical services

Order #20 Agenda #7e

In the Matter of Action On Commissioners' Items: e) Purchasing: Amending the Purchasing Code Key totaling one change with a new revised date of June 19, 2019.

Tippy made a motion to approve amending the Purchasing Code Key totaling one change with a new revised date of June 19, 2019 on behalf of the Purchasing Department, Repay seconded. Motion carried 2-0, 1 absent.

Order #21 Agenda #7f

In the Matter of Action On Commissioners' Items: f) Elections: Purchase 600 iPads and associated equipment for e-poll books from KnowInk Election Solutions in the amount of \$186,000.00.

Tippy made a motion to approve the purchase of 600 iPads and associated equipment for e-poll books from KnowInk Election Solutions in the amount of \$186,000.00, Repay seconded, recommendation submitted by Lake County Board of Elections and Registration Director stating that they are the lowest and most responsible sole source vendor recommended by the Indiana Voting System Technical Oversight program (V-Stop), Electronic Poll Book (ePB) Certification Recommendation Report for the item included in their proposal. Motion carried 2-0, 1 absent.

Order #22 Agenda #7g

In the Matter of Action On Commissioners' Items: g) Public Defender: Purchase of 28 Microsoft Office Licenses at a total cost of \$8,623.44 from Electronic Strategies, Inc.

Tippy made a motion to approve the purchase of 28 Microsoft Office Licenses at a total cost of \$8,623.44 from Electronic Strategies, Inc. for Lake County Public Defender's Office, Repay seconded. Motion carried 2-0, 1 absent.

Order #23 Agenda #7h

In the Matter of Action On Commissioners' Items: h) EMA: Purchase of a grant-funded MVS Thermal Camera in the amount of \$29,920.00 from Venture Tec.

Tippy made a motion to approve purchase of a grant-funded MVS Thermal Camera in the amount of \$29,920.00 from Venture Tec for Lake County Emergency Management, Repay seconded. Motion carried 2-0, 1absent.

Order #24 Agenda #7k-l

In the Matter of Action On Commissioners' Items: k) Highway: Approve the counter offer of \$4,000.00 for 45th Ave. Phase II B Parcel 214; l) Highway: Approve the counter offer of \$6,600.00 for 45th Ave. Phase II B Parcel 209.

Tippy made a motion to approve on behalf of Highway the counter offer of \$4,000.00 for 45th Ave. Phase II B Parcel 214 and approve counter offer of \$6,600.00 for 45th Ave. Phase II B Parcel 209, Repay seconded. Motion carried 2-0, 1absent.

Order #25 Agenda #7m

In the Matter of Action On Commissioners' Items: m) Commissioners: Accept Responsible Bidder Applications for Renewal.

Tippy made a motion to accept the applications for renewal for Responsible Bidder Applications, Repay seconded. Motion carried 2-0, 1absent. (NOTE: REPAY MENTIONED WE HAVE A NUMBER OF THEM, PLEASE NOTE: THE AUDITOR OFFICE DOES NOT HAVE)

Order #26 Agenda #8a

In the Matter of Action On Commissioners' Items: County Council Ordinance and Resolutions: Listed a-g.

Tippy made a motion to approve the following Ordinances and Resolutions submitted and adopted by the Lake County Council in Items a-g, Repay seconded. Motion carried 2-0, 1absent.

- a) Ordinance 1427B-4 – Ordinance Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2019
- b) Resolution 19-36 – Resolution Honoring Sarah Storm – Best Overall Figure at the 2018 National Physique Committee Indiana State Champion
- c) Resolution 19-37 – Resolution Proclaiming July as Parks and Recreation Month
- d) Resolution 19-38 – Resolution to Transfer Two Dormant Fund Balances to the Lake County General Fund
- e) Resolution 19-39 – Resolution to Approve Transfer of \$36,175.91 from the General Fun, Fund No. 001 to the Auditor's Incentive Fund, Fund No. 193 as a onetime bail out to close out a dormant fund
- f) Resolution 19-40 – Close Out a Dormant Fund, Recorder's Incentive Fund, Fund No. 260
- g) Resolution 19-41 – Resolution of the Lake County Council Requiring that Certain Townships Within Lake County, Indiana, Shall Receive a Specified Amount of the Tax Revenues Distributed Pursuant to Indiana Code for the Year 2020

Order #27 Agenda #9a-b

In the Matter of State Board of Accounts Items: a) Pre-Approval Claims. LC 265 Check Register from June 5, 2019 to June 19, 2019; b) Accounts Payable Voucher Register for Pay Date 5/24/19. Child Support \$12,003.12, INPRS-Judicial \$628.56, INPRS-General \$392,884.15, Federal Wire \$888,847.52.

Tippy made a motion to approve the State Board of Accounts Items submitted by Auditor for the following pre-approval claims and accounts payable voucher, Repay seconded. Motion carried 2-0, 1absent.

Order #27 Agenda #9a-b cont'd

- a) Pre-Approval Claims. LC 265 Check Register from June 5, 2019 to June 19, 2019
- b) Accounts Payable Voucher Register for Pay Date 5/24/19. Child Support \$12,003.12, INPRS-Judicial \$628.56, INPRS-General \$392,884.15, Federal Wire \$888,847.52

Order #28 Agenda #10a

In the Matter of Actions On Bonds/Insurance: a) Accept Insurance Certificate for Gluth Brothers Roofing Company.

Tippy made a motion to accept the Insurance Certificate for Gluth Brothers Roofing Company, Repay seconded. Motion carried 2-0, 1 absent.

Order #29 Agenda #11a

In the Matter of Poor Relief Decisions: a) 59 Poor Relief Decisions from May 1, 2019 through May 31, 2019.

Tippy made a motion to approve the Poor Relief Decisions submitted by the Poor Relief Hearing Officer from May 1, 2019 through May 31, 2019, 59 decisions listed below, Repay seconded. Motion carried 2-0, 1absent.

Lynda Lacy	Denied for appellant's failure to appear
Erica Williams	Approved on condition
Maggie Hayes	Approved/partial
Hector Alvarado	Approved
Felicia Miller	Approved/partial
Olivia Moore	Approved/partial
Peggy Culbreath	Denied for appellant's failure to appear
Monique Burton	Denied for appellant's failure to appear
K'Andre Stewart	Denied
Erica Turner	Remanded to township for further consideration and review
Margaret Rosinkei	Approved/partial
Melvin Whiting	Approved/partial
Connie Blair	Approved/partial
Floresha Gray	Approved/partial
Clementeen Wilbon	Denied
Tina Mulinaro	Denied
Briana Tindall	Approved
Consrieda King	Denied for appellant's failure to appear
Ja'Lessa Alexander	Denied for appellant's failure to appear
William Isabell	Denied for appellant's failure to appear
Marrissa Boleward	Denied for appellant's failure to appear

Rosalind Roberson	Denied
Deborah M. Canty	Denied
Lenetha O'Quinn	Denied
Lenetha O'Quinn	Remanded to Township for further consideration and review
Sylvia Burnett	Approved/partial "Home Visit"
Bianca Mannings	Approved/partial
Adonis Elam	Approved/partial
Evan Jefferson	Approved/partial
Clarence Alexander	Denied for appellant's failure to appear
Melissa Sanchez	Denied for appellant's failure to appear
Jacob Wilkerson	Denied
Karlton Rugh	over income guidelines
Turaya Humphrey	Approved
Esperanza Cordero	Denied
Alice Escamilia	Approved/partial
Jay Coleman	Denied
Janise Harvard	Denied for appellant's failure to appear
Alicia Carter	Approved
Belinda Moore	Denied for appellant's failure to appear
Tina Meredith	Approved/partial
Esperanza Cordero	Denied for appellant's failure to appear
Russell Linder	Remanded to Township for further consideration and review
Jean M. Flores	Denied
Ann Nixon	Approved/partial
Allen Rias	Denied for appellant's failure to appear
Johnnie Hareston	Approved/partial
Teresa Klan-Baron	Denied for appellant's failure to appear
Alexis Harris	Denied for appellant's failure to appear
Marcel Moore	Denied for appellant's failure to appear
Adonis Elam	Denied for appellant's failure to appear
Delicia Mitchell	Approved/partial
Terrence Webbs	Denied for appellant's failure to appear
Karen Anderson	Denied for appellant's failure to appear
Michael Bullock	Approved
Tina Mulinaro	Approved
Melanie Black	Approved/partial
Tamiko Grace	Approved/partial
Cheryl Woods	Approved

Order #30 Agenda #12a-m

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

Tippy made a motion to approve Items 12 a-m, Repay seconded. Motion carried 2-0, 1absent.

Cont'd.

Order #30 Agenda #12 a-m cont'd

- a) Highway: Ryan Construction
- b) Building Superintendent: A&J Appliance Parts, Inc. dba; Johnstone Supply
- c) Building Superintendent: Johnson Controls, York International Corp.
- d) Building Superintendent: Trane Supply US, Inc.
- e) Building Superintendent: Chem-Aqua, Inc.
- f) Building Superintendent: Affiliated Companies, LLC
- g) Building Superintendent: Southside Control Supply Co.
- h) Assessor: Huntington Bank
- i) Commissioners: CSK Architects
- j) Commissioners: Blind Social Center
- k) Superior Court: Edmentum, Inc.
- l) Circuit Court: Billick Mediation and Family Law
- m) Circuit Court: Law Office of Elizabeth Rizos Zougras, PC

Order #31 Agenda #13a

In the Matter of Appointments: a) Appoint Kevin Toth to the 911 Commission

Tippy made a motion to appoint Kevin Toth to the 911 Commission, Repay seconded the appointment. Motion carried 2-0, 1absent.

Order #32 Agenda #13b-c

In the Matter of Appointments: b) Appoint Bill Emerson to the Kankakee and Yellow River Development Commission; c) Appoint Tom Larson to the Kankakee and Yellow River Developmental Commission Advisory Board.

Tippy made a motion to appoint both Bill Emerson and Tom Larson to the Kankakee and Yellow River Development Commission and Kankakee and Yellow River Development Commission Advisory Board, Repay seconded the appointment. Motion carried 2-0, 1absent.

Order #33 Agenda #2a

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a) Lake County Bridge #36, State Line Road over Kankakee River inspection.

This being the day, time and place for the receiving of proposals for Lake County Bridge #36, State Line Road over Kankakee River Inspection for Lake County Highway Department, the following proposals were received:

Beam, Longest and Neff, LLC	<i>preliminary engineering fee</i> \$80,000.00 to \$100,000.00
HWC Engineering	2options \$216,200.00
VS Engineering, Inc.	<i>various professional fees</i>
Butler Fairman & Seufert, Inc.	Phase 1 \$22,500.00 to \$37,500.00 Phase 2 \$200,000.00 to \$250,000.00

Tippy made a motion, seconded by Repay, to take the above mentioned proposals under advisement for further tabulation and recommendation. Motion carried 2-0, 1absent.

Order #34 Agenda #14

In the Matter of Staff Reports

Comes now, Larry Blanchard, with Staff Reports, Repay replied good job. Note: audio is inaudible volume too low.

Order #35 ADD Agenda #15a

In the Matter of Other

Tippy made a motion, seconded by Repay, to approve the Minutes of the Meeting of the Board of Commissioners held March 20, 2019 Regular Session. Motion carried 2-0, 1absent.

Order #36 Agenda #16b

In the Matter of Comments: b) Members of the Public.

Comes now, Jerry Meadows, to speak before the Board of Commissioners with comments related to the road drain going across 81st & Columbia, stating, "which actually drains into a private land and then eventually into a private drain that's going across and being drained into Dyer ditch, what has happened is that the drain, which is really draining off the north side of 81st Street, now since the new building is there the majority of that water all the way from about a mile length is coming down into that private drain, that private drain can't handle that, we spoke with the Highway Department and at that point the Drainage Board department got involved, but they said as far as that drain goes across 81st Street, that was a Highway Department issue, so what we need some resolution to stop draining into the private side of that drain".

Repay asked for Mr. Meadows contact information and the Highway Department is present, Repay noted that this issue had been discussed before but not sure exactly the resolution, Repay stated to Mr. Meadows, we'll get to the bottom of it and thank you for bringing it to our attention. Tippy asked his assistant if this matter was on their list of things to do.

Order #37 Agenda #16c

In the Matter of Comments: c) Commissioners.

Comes now, Commissioner Tippy, with commentary, acknowledged Craig Lyon's last meeting, Craig is present on behalf of the Post-Tribune Newspaper as the news media and he will be leaving to pursue bigger and better things in Lansing, Michigan, and wished him good luck and also thanked Craig for his services, handclap, Repay echoed Tippy's acknowledgements to Craig, and made comment, saying to Craig, "you've been more than fair, and always looking to get to the bottom of the story and we appreciate that as Public Officials needing to get to the Public, you've been a great asset to the community, so wish you all the luck and wish your current employer luck in finding a suitable replacement.

The next Board of Commissioners Regular Meeting will be held on Wednesday, July 3, 2019 at 10:00 A.M.

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

The following officials were Present:
Attorney Fech

MICHAEL REPAY, PRESIDENT

absent
KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR

