

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 1st day of February, 2019 at about 3:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 1st day of February, 2019 at about 3:30 p.m.

Order #1 Agenda #1-f1,2,3

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

Allen made a motion to approve the Deletions – Item 6c2; 6c3, 6c4 regarding Sheriff's Department, 11f and 11g regarding Highway Department, and ordered same to approve the agenda as amended with the Certificate of Service of Meeting Notice to those who have a written request for notice, and ordered same to approve the Final Agenda to be incorporated into official Minutes, Repay seconded. Motion carried 2-0, 1 absent.

Order #2 Agenda #4a

In the Matter of Public Opening of Vendor Responses to requests for bids and quotes: a. Permission to open bids, quotes, and proposals during public meeting.

Allen made a motion to approve the opening of Bids/Quotes/Proposals during this meeting, Repay seconded. Motion carried 2-0, 1 absent.

Order #3 Agenda #6a1

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a. Public Works: mandatory for any expected cost \$150,000 and above: 1) Building Superintendent: Approval of Specifications and a Pre-Bid Meeting to be held on Wednesday, February 25, 2019 at 1:00 p.m. in the County Council's Conference Room to be advertised on February 12, 2019 and February 19, 2019 for Project #16 – Renovations to the Commissioners' Office to be returned to the Lake County Auditor's office by 9:30 a.m. on Wednesday, March 6, 2019.

Allen made a motion to approve the advertising of the Specifications and a Pre-Bid Meeting to be held on Wednesday, February 25, 2019 at 1:00 p.m. in the County Council's Conference Room to be advertised on February 12, 2019 and February 19, 2019 for Project #16 – Renovations to the Commissioners' Office to be returned to the Lake County Auditor's office by 9:30 a.m. on Wednesday, March 6, 2019 for the Building Superintendent, Repay seconded. Motion carried 2-0, 1 absent.

Order #4 Agenda #6c1

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: c. Supplies, Goods, Machinery and Equipment: mandatory for any expected cost \$150,000 or more: 1) Building Superintendent: Letter requesting approval of Specifications to be advertised on February 12, 2019 and February 19, 2019 for office furniture in the Prosecutor/Child Support Division to be returned to the Lake County Auditor's Office by 9:00 a.m. on Wednesday, March 6, 2019.

Allen made a motion, to approve the advertising of the Specifications for Office Furniture in the Prosecutor/Child Support Division for the return of bids by Wednesday, March 6, 2019 to the Lake County Auditor's Office by 9:00 a.m. for the Building Superintendent, Repay seconded. Motion carried 2-0, 1 absent.

Order #5 Agenda #8a1

In the Matter of Action to Form Contracts: a. Public Works: 1) After an emergency (minimum of two vendors): a. Jail: Replace a faulty circulating pump for domestic water supply in old section of Lake County Jail with the lowest and most responsive and responsible bidder, TLC Plumbing, Inc. in the amount of \$2,990.00. (Keough bid \$4,334.00)

Allen made a motion to approve TLC Plumbing, Inc. as the lowest and most responsive and responsible bidder, upon receiving two quotes, to replace a faulty circulating pump for domestic water supply in old section of Lake County Jail in the amount of \$2,990.00, Repay seconded. Motion carried 2-0, 1 absent.

Order #6 Agenda #8b3

In the Matter of Actions to Form Contracts: b. Services: 3) From public solicited quotes from at least three vendors: a) Commissioners: Recommendation letter from Dale Misch to award the lowest bidder, Johnson Controls, Inc. in the amount of \$19,200.00 for the Lake County Government Chillers Maintenance. Other bidders were Air Comfort, \$19,663.00 and Carrier, \$22,992.00.

Allen made a motion to approve the recommendation to award Johnson Controls, Inc. with \$19,200.00 for the Lake County Government Chillers Maintenance for Lake County Commissioners, being the lowest bidder upon receiving three quotes, Repay seconded. Motion carried 2-0, 1 absent.

Order #7 Agenda #8b5a

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: a) Recorder: Legal Service Contract for the year 2019 with Kopka Pinkus Dolin, PC in an amount not to exceed \$6,000.00.

Allen made a motion to approve Legal Service Contract with Kopka Pinkus Dolin, PC and Lake County Recorder for the year 2019 in an amount not to exceed \$6,000.00, Repay seconded. Motion carried 2-0, 1 absent.

Order #8 Agenda #8b5b

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: b) Juvenile Center: Maintenance and Service Contract from January 1, 2019 through December 31, 2019 with Record Storage Center, Inc. Storage Rate Schedule is attached.

Allen made a motion to approve the Maintenance and Service Contract with Record Storage Center, Inc. and Lake County Juvenile Center from January 1, 2019 through December 31, 2019 with the storage rate schedule attached, Repay seconded. Motion carried 2-0, 1 absent.

Order #9 Agenda #8b5c

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: c) Public Defender: Attorney Contract with Joshua S. Malher beginning February 6, 2019 through December 31, 2019 with a cap amount of \$40,000.00 at \$90.00 an hour. These expenditures will be reimbursed by the State Public Defender Commission at the rate of 40%.

Allen made a motion to approve the Attorney Contract with Joshua S. Malher beginning February 6, 2019 through December 31, 2019 with a cap amount of \$40,000.00 at \$90.00 an hour on behalf of the Public Defender, Repay seconded. These expenditures will be reimbursed by the State Public Defender Commission at the rate of 40%. Motion carried 2-0, 1 absent.

Order #10 Agenda #8b5d

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: d) Juvenile Division: Renewal of contract with Jasper County to provide housing of children residents from January 1, 2019 through December 31, 2019. Jasper County shall pay \$15,000 annually.

Allen made a motion to approve the renewal of the Contract with Jasper County on behalf of Lake County Juvenile Division to provide housing of children residents from January 1, 2019 through December 31, 2019 for \$15,000 annually to be paid by Jasper County, Repay seconded. Motion carried 2-0, 1 absent.

Order #10 Agenda #8b5e

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: e) Treasurer: Memorandum of Understanding and Agreement Association of Indiana Counties Tax Refund Exchange and Compliance System with Association of Indiana Counties, Inc. acting as the Indiana Local Government Debt Setoff Clearinghouse.

Allen made a motion to approve the Memorandum of Understanding and Agreement Association of Indiana Counties Tax Refund Exchange and Compliance System with Association of Indiana Counties, Inc. acting as the Indiana Local Government Debt Setoff Clearinghouse on behalf of Lake County Treasurer, Repay seconded. Motion carried 2-0, 1 absent.

Draft Dated 11/01/2018

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
ASSOCIATION OF INDIANA COUNTIES TAX REFUND EXCHANGE AND COMPLIANCE SYSTEM**

This **MEMORANDUM OF UNDERSTANDING AND AGREEMENT** ("Agreement") is entered into this 6th day of FEBRUARY, year 2019 by and between the Governing Body of the Unit of Local Government of Lake Co, IN ("Claimant Agency") and the Association of Indiana Counties, Inc., acting as the Indiana Local Government Debt Setoff Clearinghouse ("Clearinghouse").

RECITALS

WHEREAS, the Indiana Code IC 6-8.1-9.5, (the "Code"), authorizes the Indiana Department of Revenue ("Department") and claimant agencies (as defined in the Code) to cooperate in identifying debtors (as defined in the Code) and obtaining the setoff of tax refunds to satisfy, in whole or in part, a debt (as defined in the Code) owed to a Claimant Agency; and

WHEREAS, the Code establishes a procedure by which an Indiana nonprofit that represents units of local government exclusively in Indiana may establish a clearinghouse to: (i) compile and consolidate debts owed to claimant agencies in a format that is consistent with the Department's requirements for the setoff of tax refunds under the Code; (ii) act as an intermediary on behalf of a Claimant Agency with respect to the Department for purposes of the Code; and (iii) submit an application for the setoff of tax refunds with the Department on behalf of a Claimant Agency under the Code; and

WHEREAS, the Code provides that the Department may enter into a contract with the Clearinghouse to establish the debt setoff program under the Code (the "Program"); and

WHEREAS, pursuant to the Code, the Clearinghouse has registered with Department to submit delinquent debts on behalf of a local agency and has thereby become authorized to submit delinquent debts on behalf of claimant agencies under the Code; and

WHEREAS, Claimant Agency is a local unit of government authorized to submit a debt owed to it to the Clearinghouse pursuant to the Code; and

WHEREAS, Claimant Agency desires to enter into this Agreement with Clearinghouse in order to participate in the Program in order to increase the collection rate of debts owed to Claimant Agency; and

WHEREAS, Clearinghouse has agreed to submit debts on behalf of Claimant Agency pursuant to the Program;

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Agency and Clearinghouse mutually agree as follows:

I. TERM/TERMINATION. The Code authorizes Department and Clearinghouse to implement the Program effective as of January 1, 2019. This Agreement shall be become a legally binding agreement between Claimant Agency and Clearinghouse with full legal force and effect upon mutual execution by Claimant Agency and Clearinghouse contingent upon the Code provisions relating to the Program becoming effective as of January 1, 2019. This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable. Clearinghouse will erase all claimant data files from its debt setoff system upon termination.

II. REPRESENTATIONS AND OBLIGATIONS OF CLAIMANT AGENCY

Order #10 Agenda #8b5e cont'd

A. Claimant Agency hereby designates, appoints, and authorizes Clearinghouse to process delinquent debts to be submitted to Department. For purposes of the Program, "Delinquent Debt" means:

- (i) a single account or monetary obligation which is at least twenty-five dollars (\$25.00) owed by a debtor to a Claimant Agency; or,
- (ii) any group of accounts or monetary obligations, that, when combined, total at least twenty-five dollars (\$25.00), owed by the same debtor to a Claimant Agency.

Each account or monetary obligation may have accrued through contract, subrogation, tort, operation of law, or any other legal theory regardless of whether there is an outstanding judgment for the sum. To become a delinquent debt, Claimant Agency must have provided the debtor with all required notices, the time limits for protesting and any related hearings must have passed pursuant to the Code.

- B. Claimant Agency shall comply with any and all applicable provisions of Indiana Code prior to the submission of a debt to Clearinghouse for setoff.
- C. Claimant shall, upon execution of this Agreement, file a participation form with Clearinghouse designating a debt setoff coordinator and a debt setoff contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon. Clearinghouse shall administratively provide participation forms, as needed, for use by Claimant Agency. The debt setoff coordinator shall be the designated local government employee authorized to receive notices and communication from Clearinghouse to insure that the requirements of this Agreement and the requirements of the Code are met. The debt setoff coordinator shall supply Clearinghouse with any and all information that in the opinion of Clearinghouse is necessary for the proper implementation of this Agreement. The debt setoff contact will receive all referrals from debtors.
- D. Claimant Agency shall use a file format specified by Clearinghouse to prepare debt files and adjustments to debt files that Claimant Agency certifies to Clearinghouse are owed to Claimant Agency and that Claimant Agency desires to have Clearinghouse submit to Department. The Clearinghouse shall timely notify the Claimant Agency of any changes to the file format and the Claimant Agency covenants and agrees that it shall immediately implement any changes required by Clearinghouse. Clearinghouse will establish capability of date and time stamping submitted debt files for priority setting.
- E. Claimant Agency shall transmit a debt file to Clearinghouse in a method and format acceptable to the Clearinghouse. The Claimant agency shall make every effort to submit a file the week of January 4.
- F. Claimant Agency shall, after a debt file has been submitted to Clearinghouse, advise Clearinghouse of any debtor repayment or protests and instructions to delete or reduce a delinquent debt by submitting a new debt file. If Claimant Agency accepts full or partial payment against a debt file that has been submitted to Clearinghouse and sufficient notice is not provided to Clearinghouse to make a timely change to debt file reflecting the payment, Claimant Agency is responsible to refund any resulting fee that may be due to debtor. If claimant agency erroneously submits a debt file to the Clearinghouse the claimant agency is responsible for any fees charged the debtor by the Clearinghouse or Department of Revenue.

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III. REPRESENTATIONS AND OBLIGATIONS OF CLEARINGHOUSE

- A. Clearinghouse shall, upon receipt of Claimant Agency's debt file, compile the information and submit the data to the Department.
- B. Clearinghouse shall make access to Internet-based functionality available to Claimant Agency through which Claimant Agency shall submit debt files.
- C. Clearinghouse shall direct that funds received from Department will be remitted to Claimant Agency within a reasonable time from the date of receipt from Department. Thereafter, Clearinghouse will provide the Claimant Agency an accounting of funds collected which will include the name of the debtor and the amount of the debt setoff by debt unique identification number.
- D. Clearinghouse will provide a toll free telephone number for use by Claimant Agency to receive technical support and provide information on the use of the Clearinghouse internet-based functionality and the processing of debts for submission to Department. Technical support and information shall be available from 8:00 a.m. until 5:00 p.m. (EST), Monday through Friday, excluding holidays. Voicemail and e-mail access shall also be provided as a part of the support/information response system.

IV. UNDERSTANDING OF PARTIES

- A. To recover the costs incurred by Department in collecting debts, the Code authorizes Department to charge the debtor a fee on any funds Department collects for a claimant agency. This fee will be added to the amount due when the collection is made and Department will retain the fee once collected. To recover the costs incurred by claimant agencies in submitting debts for collection, a local collection assistance fee of twenty dollars (\$20.00) is imposed by Clearinghouse on each delinquent debt submitted to Department and collected through setoff. Department must collect this fee as part of the debt and remit it to Clearinghouse. If Claimant Agency is due a refund of more than twenty-five dollars (\$25.00), Department will establish the tax refund setoff in the amount of the delinquent debt plus its Department fee and the local collection assistance fee. If Department is able to collect only part of a debt through setoff, its fee has priority over the local collection assistance fee and over the remainder of the delinquent debt. The local collection assistance fee has priority over the remainder of the delinquent debt.
- B. The Code establishes that the priority in multiple claims to refunds must be in the order in time that the Clearinghouse submits a claim for collection on behalf of the Claimant Agency. When multiple claims among local claimant agencies are submitted for setoff to Clearinghouse, the claims have priority based on the date and time each claimant agency requested Clearinghouse to submit debts on its behalf. The date and time of submission of the debt file shall constitute the date and time to establish the priority. Clearinghouse shall use submission receipt date and time of original file for priority date and time of specific debt. Additions to a delinquent debt through accrued interest and/or penalties will not change the priority date. Any new delinquent debt for same local claimant agency will have a new submission date and time, including new debts for a previously submitted debtor.
- C. Existing submitted delinquent debts may be adjusted upwards for interest and fees, and will retain their original priority order. A later new delinquent debt, even if from the same debtor shall be date stamped by Clearinghouse with the later submission date.
- D. In the event of partial payment of a delinquent debt, Claimant Agency may continue to submit the balance of the debt, if twenty-five dollars (\$25.00) or more, as a part of subsequent data files. If the delinquent debt is reduced to an amount of less than twenty-five dollars (\$25.00), it may be

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Order #10 Agenda #8b5e cont'd

combined with a future delinquent debt submission for the same debtor, and will be treated as a part of the new delinquent debt for purposes of priority and imposition of the local collection assistance fee. Claimant Agency acknowledges that Claimant Agency is responsible for the notice and hearing requirements of the Code pursuant to the Code and, if applicable, IC 6-8.1-9.5-7(b). Clearinghouse shall not accept a debt file that is not prepared as specified by Clearinghouse, that has not been certified by Clearinghouse as having complied with the notice and hearing procedures as set forth in the Code pursuant to the Code. Clearinghouse agrees to submit delinquent debts to Department; provided, however Claimant Agency is solely responsible for complying with the Code, specifically including the notice and hearing provisions and other requirements of the Code.

E. Intercepted funds will be disbursed by Department to Claimant Agency at the direction of Clearinghouse. Claimant Agency shall establish and maintain any necessary accounts to receive intercepted funds as directed by Clearinghouse. Clearinghouse shall timely direct Claimant Agency to establish and maintain such necessary accounts.

V. **COMPENSATION**

A. Clearinghouse shall receive as compensation for its services the twenty dollars (\$20.00) local collection assistance fee collected by Department on each delinquent debt that is submitted by Clearinghouse and collected through a successful interception. "Successful Interception" occurs when Department matches all or a portion of a debt submitted by Clearinghouse against a State tax refund for interception and payment towards a delinquent debt owed to Claimant Agency.

B. Claimant Agency authorizes Department to retain and remit the local collection assistance fee to Clearinghouse for each successful debt interception submitted by Claimant Agency. Claimant Agency agrees that Clearinghouse shall retain the local collection assistance fee collected by it in the event Claimant Agency is required, by statute or otherwise, to return to a debtor funds that have been setoff by Department.

VI. **INDEMNIFICATION; REIMBURSEMENT; DISCLAIMER.** Claimant Agency fully understands and warrants to Clearinghouse that by submission of any delinquent debt submitted to Clearinghouse for setoff Claimant Agency has complied with all of the provisions of this Agreement and all of the provisions of the Code that are required prior to submission of a debt for setoff. Claimant Agency shall hold Clearinghouse free and harmless and shall indemnify Clearinghouse against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Claimant Agency to so perform. Claimant Agency shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, Clearinghouse disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and Clearinghouse's services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.

VII. **NOTICE.** Any notice required to be given under this Agreement shall be sent by certified or registered mail postage prepaid to:

_____(Clearinghouse);
 _____(debt setoff coordinator)
Lake County Board
of Commissioners (local agency)

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2293 N. Main Street
Crown Point, IN 46307 (local agency address);

VIII. **ASSIGNMENT; SUBCONTRACTING.** This Agreement is not assignable by either party. To facilitate efficient administration of the Program, Clearinghouse may utilize the services of contractors in connection with Clearinghouse's obligations under this Agreement, provided that Clearinghouse shall remain responsible for any such contractor's acts and omissions in connection with this Agreement as if such acts and omissions were conducted by Clearinghouse's own personnel. Any contractor personnel authorized to request or receive information relating to the Clearinghouse's exchange of date with Department or Claimant Agency for purposes of administering the Program shall be designated, in writing, to Claimant Agency as contemplated herein.

IX. **CONFIDENTIAL INFORMATION; OWNERSHIP RIGHTS.**

A. In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information: (i) the receiving party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and, (ii) the receiving party will only use the information in connection with its business dealings with the disclosing party, and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the receiving party prior to the disclosure, or it is independently developed by the receiving party; or (iii) it is obtained by receiving party in good faith from a third party not under obligation of secrecy to the disclosing party. Receiving party will be permitted to disclose that portion of Confidential Information which is the subject of a court or government agency order to disclose, provided the receiving party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement

B. All information, including but not limited to printed, written, oral or computer-formatted information, which Clearinghouse may gain access to during the course of the performance of this Agreement shall be the property of Claimant Agency, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. Clearinghouse shall maintain confidentiality of such information not only during the course of the performance of this Agreement, but following its termination.

C. Claimant Agency acknowledges that, as between the parties, Clearinghouse owns and retains title to all intellectual property rights embodied in, or practiced by, Clearinghouse in connection with the Program and the proprietary methods utilized by Clearinghouse in performance of its services under this Agreement, and no licenses of such intellectual property rights to Claimant Agency are granted or implied by this Agreement.

X. **MISCELLANEOUS**

A. This Agreement represents the full and final understanding of the parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both parties.

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Order #10 Agenda #8b5e cont'd

- B. The laws of the State of Indiana shall govern the terms and conditions of this Agreement.
- C. Claimant Agency shall enter into no other contract for similar tax return intercept services with any other entity so long as this Agreement remains in effect.
- D. This Agreement is subject to appropriation.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and date first above written, all by authority of their respective governing bodies.

CLAIMANT AGENCY

Name of Governing Body of Unit of Local Government: County of DePue, Indiana

Signature: [Signature]
Name of Authorized Individual: Kyle Allen, Sr.
Title: LC Commissioner

Signature: [Signature]
Name of Authorized Individual: Michael Kopy
Title: LC Commissioner

Signature: _____
Name of Authorized Individual: _____
Title: _____

ATTEST:

Auditor [Signature]

(SEAL)

Order #10 Agenda #8b5e cont'd

CLEARINGHOUSE
ASSOCIATION OF INDIANA COUNTIES

David Bottorff, Executive Director

ATTEST:

Ryan Hoff, General Counsel

[Signature Page to Memorandum of Understanding and Agreement]
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WCSR 40706325v3

Order #11 Agenda #8b5f

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: f) Data: Service Contract with Comcast for Prosecutors Gary City Court at the rate of \$199.95.

Allen made a motion to approve the Service Contract with Comcast for Prosecutors Gary City Court at the rate of \$199.95 per month, on behalf of Data Processing, Repay seconded. Motion carried 2-0, 1 absent.

Order #12 Agenda #8b5g

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: g) Sheriff: Lease Agreement for the Lake County Jail with Ace Extermination for the year 2019 in the amount of \$6,120.00.

Allen made a motion to approve the Lease Agreement for the Lake County Jail with Ace Extermination for the year 2019 on behalf of the Sheriff in the amount of \$6,120.00, Repay seconded. Motion carried 2-0, 1 absent.

Order #12 Agenda #8b5h

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: h) Sheriff: Lease Agreement for SVU with Ace Extermination for the year 2019 in the amount of \$600.00.

Allen made a motion to approve the Lease Agreement for SVU with Ace Extermination for the year 2019 on behalf of the Sheriff in the amount of \$600.00, Repay seconded. Motion carried 2-0, 1 absent.

Order #12 Agenda #8b5i

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: i) Sheriff: Lease Agreement for CSI with Ace Extermination for the year 2019 in the amount of \$480.00.

Allen made a motion to approve the Lease Agreement for CSI with Ace Extermination for the year 2019 in the amount of \$480.00 on behalf of the Sheriff, Repay seconded. Motion carried 2-0, 1 absent.

Order #12 Agenda #8b5j

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: j) Sheriff: Lease Agreement for L.C. Animal Control with Ace Extermination for the year 2019 in the amount of \$780.00.

Allen made a motion to approve the Lease Agreement for L.C. Animal Control with Ace Extermination for the year 2019 in the amount of \$780.00 on behalf of the Sheriff, Repay seconded. Motion carried 2-0, 1 absent.

Order #13 Agenda #8b5k

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: k) North Township: Mutual Aid Agreement with Dial-A-Ride from March 1, 2019 through February 29, 2020. Lake County, Indiana to transfer \$150,000.00 to Dial-A-Ride to provide Transportation Services.

Allen made a motion to approve North Township: Mutual Aid Agreement with Dial-A-Ride from March 1, 2019 through February 29, 2020. Lake County, Indiana to transfer \$150,000.00 to Dial-A-Ride to provide Transportation Services, Repay seconded. Motion carried 2-0, 1 absent.

Order #13 Agenda #11b

In the Matter of Action on Commissioners' Items: b. Commissioners: Mutual Aid Agreement between Gary Public Transportation Corporation and Lake County, Indiana from April 1, 2019 through March 31, 2020. Lake County to transfer \$150,000.00 to Gary Public transportation Corporation to provide the Federal Transit Administration Services.

Allen made a motion to approve Mutual Aid Agreement between Gary Public Transportation Corporation and Lake County, Indiana from April 1, 2019 through March 31, 2020. Lake County to transfer \$150,000.00 to Gary Public transportation Corporation to provide the Federal Transit Administration Services, Repay with discussion, stating, "We're doing this again, where we're providing Aid to Transportation entities inside of Lake County, we, I think, support every one of them that has asked so far and we have some legislative endeavors to try and consolidate those again or try again to consolidate them and I hope that we can be successful with that, end discussion, Repay seconded the motion. Motion carried 2-0, 1 absent.

MUTUAL AID AGREEMENT
BETWEEN THE NORTH TOWNSHIP OF LAKE COUNTY, IN DIAL-A-RIDE
TRANSPORTATION AND LAKE COUNTY, INDIANA REGARDING MUTUAL AID FOR
BUS TRANSPORTATION

This Mutual Aid Agreement Between the North Township of Lake County, IN Dial-a-Ride (DAR) and Lake County, Indiana, a unit of local government by its Board of Commissioners (Lake County), is as follows:

RECITALS

WHEREAS, Lake County is a unit of local government located in Lake County, Indiana, with an interest in providing bus transportation; and

WHEREAS, The DAR is a public corporation which funded in part by North Township and Northwest Indiana Regional Planning Commission

COVENANTS

NOW, THEREFORE, the DAR AND LAKE COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1: DURATION.

The duration of this Mutual Aid Agreement shall be from March 01, 2019 to December 31, 2020.

SECTION 2. PURPOSE.

The purpose of this Mutual Aid Agreement is to set forth and establish the responsibilities and obligations of the DAR and Lake County concerning the Mutual Aid Mutual Aid Agreement.

SECTION 3. PROJECT DEFINED.

A. The DAR shall provide the following transportation services:

1. Provide DAR service to residents in North Township, Lake County, Indiana (Hammond, Highland, Munster, East Chicago & Whiting) on a first come first serve basis, Monday through Friday, except legal holidays.
2. Provide paratransit service for the same area.
3. Provide required maintenance and inspections for the vehicles used on the fixed and paratransit routes.
4. Provide quarterly ridership reports

B. The DAR shall work with Lake County to develop plans and funding sources for expanded countywide public transportation services

SECTION 4. PROJECT FUNDING.

Order #13 Agenda #8b5k & 11b cont'd

- A. Lake County agrees to transfer \$150,000.00 from funds available to Lake County to the DAR to provide the Transportation Services and cooperation identified in Section 3.
- B. To receive the funding the DAR shall submit a claim in the form required by the State Board of Accounts which shall be processed by Lake County to disburse the funds.
- C.

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

- A. The Ride Share in North Township shall be administered through the DAR.
- B. The Director of the DAR is hereby designated to receive, disburse, and account for all funds pursuant to this Mutual Aid Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by the appropriate officials of the DAR.
- C. North Township will develop a fee structure for passengers.
- D. Periodically the DAR will submit reports on the services provided to residents of North Township.

SECTION 6. ASSIGNMENT OF RIGHTS.

No party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Mutual Aid Agreement to any other entity.

SECTION 7. AMENDMENTS.

The DAR may not amend, supplement, waive or modify the terms of this Mutual Aid Agreement without the prior written approval of Lake County.

SECTION 8. FORCE MAJEURE.

Except as otherwise provided in this Mutual Aid Agreement, the DAR and Lake County, shall not be deemed in default or in breach of this Mutual Aid Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Mutual Aid 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 intentional 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 the DAR and Lake County, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9. NOTICES.

All notices required to be given under this Mutual Aid 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:

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North Township Trustee
Attn: Frank J. Mrvan
5947 Hohman Avenue
Hammond, IN 46320

L.C. Board of Commissioners
2293 N. Main St., 3rd Floor
Crown Point, IN 46307

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 Mutual Aid Agreement, and the same shall remain in full force and effect.

SECTION 12. ENTIRETY OF MUTUAL AID AGREEMENT.

This Mutual Aid Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or Mutual Aid Agreements, whether written or verbal, relating to this Mutual Aid Agreement. This Mutual Aid Agreement shall inure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest.

SECTION 13. MATERIAL DISPUTE.

The parties agree that the DAR and Lake County shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 14. COUNTERPARTS.

This Mutual Aid Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING.

A copy of this Mutual Aid Agreement shall be filed with the Lake County Auditor who acts as the Secretary of the Lake County Board of Commissioners.

Page 3 of 5

Order #13 Agenda #8b5k & 11b cont'd

SECTION 16. LIABILITY.

The DAR agrees to indemnify Lake County for any damages and attorney fees which Lake County, its elected officials, its appointed officials, its offices, its departments, its employees, and any of its independent agents must pay which are attributable to the negligence of the DAR in performing its obligations under this Mutual Aid Agreement.

SECTION 17. SEQUENCE OF ACTION.

- A. North Township Trustee will approve and execute this Mutual Aid Agreement and record it in its minutes at the next board meeting.
- B. The Board of Commissioners as the Lake County Executive shall then execute the Mutual Aid Agreement at an official public meeting.

SECTION 18. PUBLIC ACTION.

It is expressly acknowledged and stated that this Mutual Aid Agreement is executed and entered into by DAR and Lake County after action by and each entity to approve the Mutual Aid Agreement at a duly advertised Public Meeting of the following:

- A. By the DAR, at a duly called meeting of the entity held on the 12th day of February, 2019.
- B. By the Board of County Commissions of Lake County, Indiana, at a duly called meeting held on the 4th day of April, 2018. ????

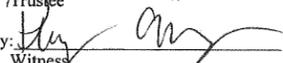
SECTION 19. EFFECTIVE DATE.

This Mutual Aid Agreement will be effective March 1, 2019.

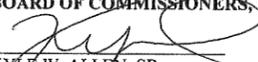
WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Mutual Aid Agreement to be executed this 4th day of April, 2018. ????

Frank J. Mrvan
North Township Trustee

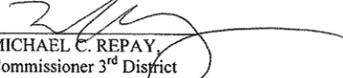
By: 
Trustee

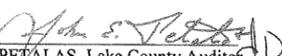
By: 
Witness

BOARD OF COMMISSIONERS, LAKE COUNTY, INDIANA


KYLE W. ALLEN, SR.,
Commissioner 1st District

JERRY TIPPY,
Commissioner 2nd District


MICHAEL C. REPAY,
Commissioner 3rd District

Attest: 
JOHN PETALAS, Lake County Auditor

Order #13 Agenda #8b5k & 11b cont'd

MUTUAL AID AGREEMENT
BETWEEN THE GARY PUBLIC TRANSPORTATION CORPORATION AND LAKE
COUNTY, INDIANA REGARDING MUTUAL AID FOR BUS TRANSPORTATION

This Mutual Aid Agreement Between the Gary Public Transportation Corporation and Lake County, Indiana, a unit of local government by its Board of Commissioners (Lake County), is as follows:

RECITALS

WHEREAS, Lake County is a unit of local government located in Lake County, Indiana, with an interest in providing bus transportation; and

WHEREAS, The Gary Public Transportation Corporation is a public corporation which is and has been organized and funded for Federal Transit Administration Services

COVENANTS

NOW, THEREFORE, the GARY PUBLIC TRANSPORTATION CORPORATION AND LAKE COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledge, do hereby agree to the following:

SECTION 1: DURATION.

The duration of this Mutual Aid Agreement shall be from April 1, 2019 to March 31, 2020.

SECTION 2. PURPOSE.

The purpose of this Mutual Aid Agreement is to set forth and establish the responsibilities and obligations of the Gary Public Transportation Corporation and Lake County concerning the Mutual Aid Mutual Aid Agreement.

SECTION 3. PROJECT DEFINED.

- A. The Gary Public Transportation Corporation shall provide the following transportation services:
1. Maintain the Lake Shore South Bus Route and provide weekday fixed bus route for the cities of Hammond, Highland, and Munster, Indiana.
 2. Provide paratransit service for the same area.
 3. Provide required maintenance and inspections for the vehicles used on the fixed and paratransit routes.
 4. Provide quarterly ridership reports
- B. The Gary Public Transportation Corporation shall work with Lake County to develop plans and funding sources for expanded countywide public transportation services.

Page 1 of 5

SECTION 4. PROJECT FUNDING.

- A. Lake County agrees to transfer \$150,000.00 from funds available to Lake County to the Gary Public Transportation Corporation to provide the Federal Transit Administration Services and cooperation identified in Section 3.
- B. To receive the funding the Gary Public Transportation Corporation shall submit a claim in the form required by the State Board of Accounts which shall be processed by Lake County to disburse the funds.

SECTION 5. ADMINISTRATION AND AUTHORITY DELEGATION.

- A. The Urban Mass Transit Services shall be administered through the Gary Public Transportation Corporation.
- B. The Clerk-Treasurer of the Gary Public Transportation Corporation is hereby designated to receive, disburse, and account for all funds pursuant to this Mutual Aid Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by the appropriate officials of the Gary Public Transportation Corporation.
- C. Periodically the Gary Public Transportation Corporation will submit reports on the services provided to Lake County.

SECTION 6. ASSIGNMENT OF RIGHTS.

No party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Mutual Aid Agreement to any other entity.

SECTION 7. AMENDMENTS.

The Gary Public Transportation Corporation may not amend, supplement, waive or modify the terms of this Mutual Aid Agreement without the prior written approval of Lake County.

SECTION 8. FORCE MAJEURE.

Except as otherwise provided in this Mutual Aid Agreement, the Gary Public Transportation Corporation and Lake County, shall not be deemed in default or in breach of this Mutual Aid Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Mutual Aid 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 intentional 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 the Gary Public Transportation Corporation and Lake County, which was not avoidable in the exercise of reasonable care and foresight.

Page 2 of 5

Order #13 Agenda #8b5k & 11b cont'd

SECTION 9. NOTICES.

All notices required to be given under this Mutual Aid 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:

<u>Gary Public Transportation Corporation</u>	<u>County</u>
Gary Public Transportation Corporation	L.C. Board of Commissioners
100 W. 4 th Avenue	2293 N. Main St., 3 rd Floor
Gary, Indiana 46402	Crown Point, IN 46307

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 Mutual Aid Agreement, and the same shall remain in full force and effect.

SECTION 12. ENTIRETY OF MUTUAL AID AGREEMENT.

This Mutual Aid Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or Mutual Aid Agreements, whether written or verbal, relating to this Mutual Aid Agreement. This Mutual Aid Agreement shall inure to the benefit of, and shall be binding upon the parties, and their respective assigns and successors in interest.

SECTION 13. MATERIAL DISPUTE.

The parties agree that the Gary Public Transportation Corporation and Lake County shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The parties agree that each party shall be responsible for its own attorney fees, absent any applicable provision of the law to the contrary.

SECTION 14. COUNTERPARTS.

This Mutual Aid Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

Page 3 of 5

SECTION 15. RECORDING AND FILING.

A copy of this Mutual Aid Agreement shall be filed with the Lake County Auditor who acts as the Secretary of the Lake County Board of Commissioners.

SECTION 16. LIABILITY.

The Gary Public Transportation Corporation agrees to indemnify Lake County for any damages and attorney fees which Lake County, its elected officials, its appointed officials, its offices, its departments, its employees, and any of its independent agents must pay which are attributable to the negligence of the Gary Public Transportation Corporation in performing its obligations under this Mutual Aid Agreement.

SECTION 17. SEQUENCE OF ACTION.

- A. The Gary Public Transportation will approve and execute this Mutual Aid Agreement and record it in its minutes.
- B. The Board of Commissioners as the Lake County Executive shall then execute the Mutual Aid Agreement at an official public meeting.

SECTION 18. PUBLIC ACTION.

It is expressly acknowledged and stated that this Mutual Aid Agreement is executed and entered into by Gary Public Transportation Corporation and Lake County after action by and each entity to approve the Mutual Aid Agreement at a duly advertised Public Meeting of the following:

- A. By the Gary Public Transportation Corporation, at a duly called meeting of the entity held on the ? day of ?
- B. By the Board of County Commissions of Lake County, Indiana, at a duly called meeting held on the ? day of ?.

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Page 4 of 5

Order #13 Agenda #8b5k & 11b cont'd

SECTION 19. EFFECTIVE DATE.

This Mutual Aid Agreement will be effective April 1, 2019.

WITNESS WHEREOF, the parties, by their duly authorized officials and representatives have caused this Mutual Aid Agreement to be executed this 6 day of FEB, 2019.

GARY PUBLIC TRANSPORTATION CORPORATION,

By: [Signature]
President

By: [Signature]
Secretary

BOARD OF COMMISSIONERS, LAKE COUNTY, INDIANA

[Signature]
KYLE W. ALLEN, SR.,
Commissioner 1st District

JERRY TIPPY,
Commissioner 2nd District

[Signature]
MICHAEL C. REPAY,
Commissioner 3rd District

Attest:

[Signature]
JOHN PETALAS, Lake County Auditor

Page 5 of 5

Order #14 Agenda #8b5l,m,n

In the Matter of Actions to Form Contracts: b. Services: 5) From a single source: l) E911: One Year Renewal of RSA Two-Factor Authentication Tokens with CDW-G in the amount of \$568.80; m) E911: Contract for the Continuation of Backup and Recovery Services from BucherTech of Valparaiso, IN to be paid \$299 on a monthly basis; n) E911: Purchase of Deep Freeze Cloud Security Software with Faronics in the amount of \$5,521.25 which will provide continuous protection of 35 dispatch computers over 3 years.

Allen made a motion to approve on behalf of E911 the One Year Renewal of RSA Two-Factor Authentication Tokens with CDW-G in the amount of \$568.80, the Contract for the Continuation of Backup and Recovery Services from BucherTech of Valparaiso, IN to be paid \$299 on a monthly basis, and the Purchase of Deep Freeze Cloud Security Software with Faronics in the amount of \$5,521.25 which will provide continuous protection of 35 dispatch computers over 3 years, Repay seconded. Motion carried 2-0, 1 absent.

Order #15 Agenda #8b5o

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: o) Highway: Extension of Rental Service Agreement with Cintas with the same terms, conditions and prices as 2018 for 2019.

Allen made a motion to approve the Rental Service Agreement extension on behalf of Highway Department with Cintas with the same terms, conditions and prices for the year 2019 as 2019, Repay seconded. Motion carried 2-0, 1 absent.

Order #16 Agenda #9b1

In the Matter of Action to Modify Existing Contracts – b. Services: 1. Sheriff – Amended and replacement of current contract with Planted Seed Ministries, Inc. beginning January 1, 2019 through December 31, 2019 in the amount of \$72,000.00. (There is sufficient funding in Sheriff's 2019 Budget)

Allen made a motion to approve the Amended and replacement of current contract of the Lake County Sheriff with Planted Seed Ministries, Inc. beginning January 1, 2019 through December 31, 2019 in the amount of \$72,000.00, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #17 Agenda #10a1a-b

In the Matter of Action And/Or Reports On County Owned Property: a. Commissioner-Owned: 1) Disposal of Personal Property: a) Surveyor: Disposal of 14 purple chairs and 4 black chairs; b) Sheriff: Letter from Sheriff Martinez, Jr. requesting the Commissioners approve the re-issuance of service weapon to retire Sergeant Lynn West.

Allen made a motion to approve the disposal of chairs on behalf of the Surveyor, 14purple and 4black, and ordered same to approve the re-issuance of service weapon to retired Sergeant Lynn West as requested by the Lake County Sheriff, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #18 Agenda #10c1

In the Matter of Action And/Or Reports On County Owned Property: c. Other: 1. Fairgrounds: Grant of Water Utility Easement.

Allen made a motion to approve and grant the Water Utility Easement for Lake County Fairgrounds, Repay seconded the motion. Motion carried 2-0, 1 absent.



43

STATE OF INDIANA)
COUNTY OF LAKE) SS:
GRANT OF WATER UTILITY EASEMENT
(Permanent and/or Temporary)
Parcel No. County Commissions
ID No. 45-16-17-151-001.000-041

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Board of County Commissioners of Lake County hereinafter referred to as GRANTOR, by and on behalf of The Civil City of Crown Point, Indiana, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, GRANTOR hereby warrants that GRANTEE has title to said real estate, and GRANTOR does hereby grant, bargain, sell, transfer, dedicate and convey unto the GRANTEE, its successors and assigns, an easement with the right to erect, construct, install and lay, and therefore use, operate, inspect, repair, maintain, replace and remove water utility infrastructure, and appurtenances thereto, all of which is a part of the GRANTEE's water utility system over, under, across, and through the land of the GRANTOR situated in Lake County, State of Indiana, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purpose of this easement, and said easement being described as follows:

The Permanent and/or Temporary Easements, if applicable, are described in the easement descriptions which are attached as Exhibit "A".

The GRANTEE covenants to maintain the easement in good repair so that no damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

In granting and acquiring said easements, the right shall be reserved to the GRANTOR to use and fully enjoy said easement for all purposes not inconsistent with the necessary and convenient uses thereof by GRANTEE, its successors and assigns, for the purposes aforesaid; provided that no structure shall be erected or permitted on the easement. The rights reserved by the GRANTOR shall include, but shall not be limited to, the right to cross small sections of the easement with roads, utilities, drains and the like in such fashion as not to disturb GRANTEE's facilities or the operation or maintenance thereof.

The grant and other provisions of this permanent easement shall constitute a covenant running with the land for the benefit of GRANTEE, its successors and assigns.

Upon one (1) year after final completion of construction, any said temporary easements that may be described herein shall terminate.

The undersigned persons executing this easement on behalf of GRANTOR represent and certify that they have been authorized to execute and deliver this easement.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its name, this ___ day of ___, 2018.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Handwritten signature]

APPROVED THIS ___ DAY OF Feb 20 19

Before me, the undersigned, a Notary Public in and for said County and State, this ___ day of February, 2019, personally appeared [Handwritten Name] who acknowledged the execution of the foregoing easement(s) in and on behalf of said GRANTOR, and who, having been duly sworn, stated the representations therein contained are true.

[Handwritten Signature]
Notary Public (Signature)
Rose Kulinboski
Printed Name
LAKE
County of Residence



STATE OF INDIANA)
COUNTY OF LAKE) SS:
Parcel No. County Commissions
ID No. 45-16-17-151-001.000-041

IN WITNESS WHEREOF, the GRANTEE, by its Board of Public Works has caused this instrument to be executed in its corporate capacity by its duly qualified and authorized Mayor, David D. F. Uran and attested to by its duly qualified and authorized Clerk-Treasurer, Kristie Dressel, who are empowered to accept and execute the above and foregoing easement(s).

Signed this ___ day of ___, 2018.
The Civil City of Crown Point, Indiana, by and through its Board of Public Works
By: David D. F. Uran, Mayor
Attest: Kristie Dressel, Clerk Treasurer

STATE OF INDIANA)
COUNTY OF ___) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this ___ day of ___, 2018, personally appeared David D. F. Uran, Mayor and Kristie Dressel, Clerk Treasurer of the Civil City of Crown Point, Indiana acknowledged the execution of the foregoing easement(s).

Notary Public (Signature)
Printed Name
County of Residence

This instrument prepared by:
Alexander Kutanovski
1504 N Main Street
Crown Point, Indiana 46307

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Order #18 Agenda #10c1 cont'd

Board of Commissioners of Lake County

EXHIBIT "A"
BOARD OF COMMISSIONERS OF LAKE COUNTY
TO THE CITY OF CROWN POINT
LEGAL DESCRIPTION
PERMANENT AND TEMPORARY WATER UTILITY EASEMENT

PERMANENT WATER UTILITY EASEMENT

A strip of land 30' in width, with the south line thereof contiguous with the north right-of-way line of 121st Avenue, and 40' in length with the west line thereof contiguous with the east right-of-way line of Lake street, for the purpose of constructing, maintaining, repairing, rebuilding, improving, and access to and from municipal water system infrastructure, on the land owned by Board of Commissioners of Lake County (contained in Book 24, Page 138, in the Office of the Recorder of Lake County, Indiana), as generally depicted in exhibit "C", described as follows:

A part of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Thirty-four (34) North, Range Eight (8) West in Lake County, Indiana, described as follows:

Commencing from the Southwest corner of the Northwest Quarter of said Section 17; thence east along the south line of said Northwest Quarter 30.0 feet; thence north parallel to the west line of said Southwest Quarter 30.0 feet to the POINT OF BEGINNING; thence continuing north 40.0 feet; thence east parallel with the south line of said Northwest Quarter 30.0 feet; thence south parallel to the west line of said Northwest Quarter 40.0 feet; thence west parallel to the south line of said Northwest Quarter 30 feet to the POINT OF BEGINNING, containing 0.028 acres (1,200 square feet) more or less.

Subject to all legal highways and rights-of-way.

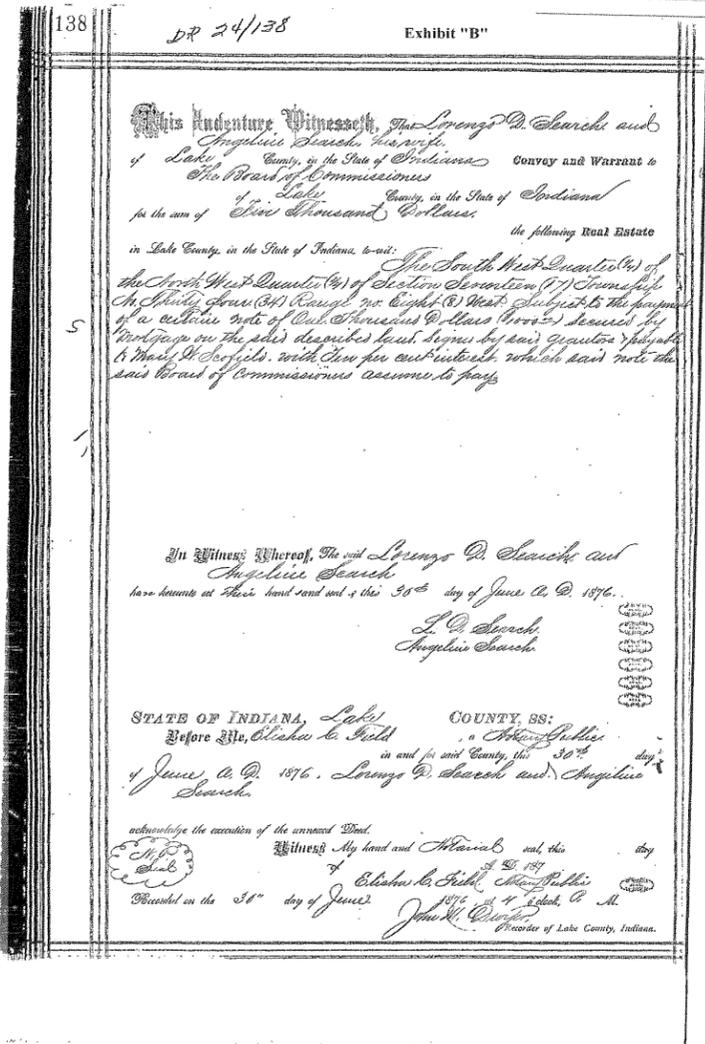
TEMPORARY WATER UTILITY EASEMENT

A temporary easement 10' in width, for the purpose of constructing municipal water system infrastructure, on the land owned by Board of Commissioners of Lake County (contained in Book 24, Page 138, in the Office of the Recorder of Lake County, Indiana), as generally depicted in exhibit "C", described as follows:

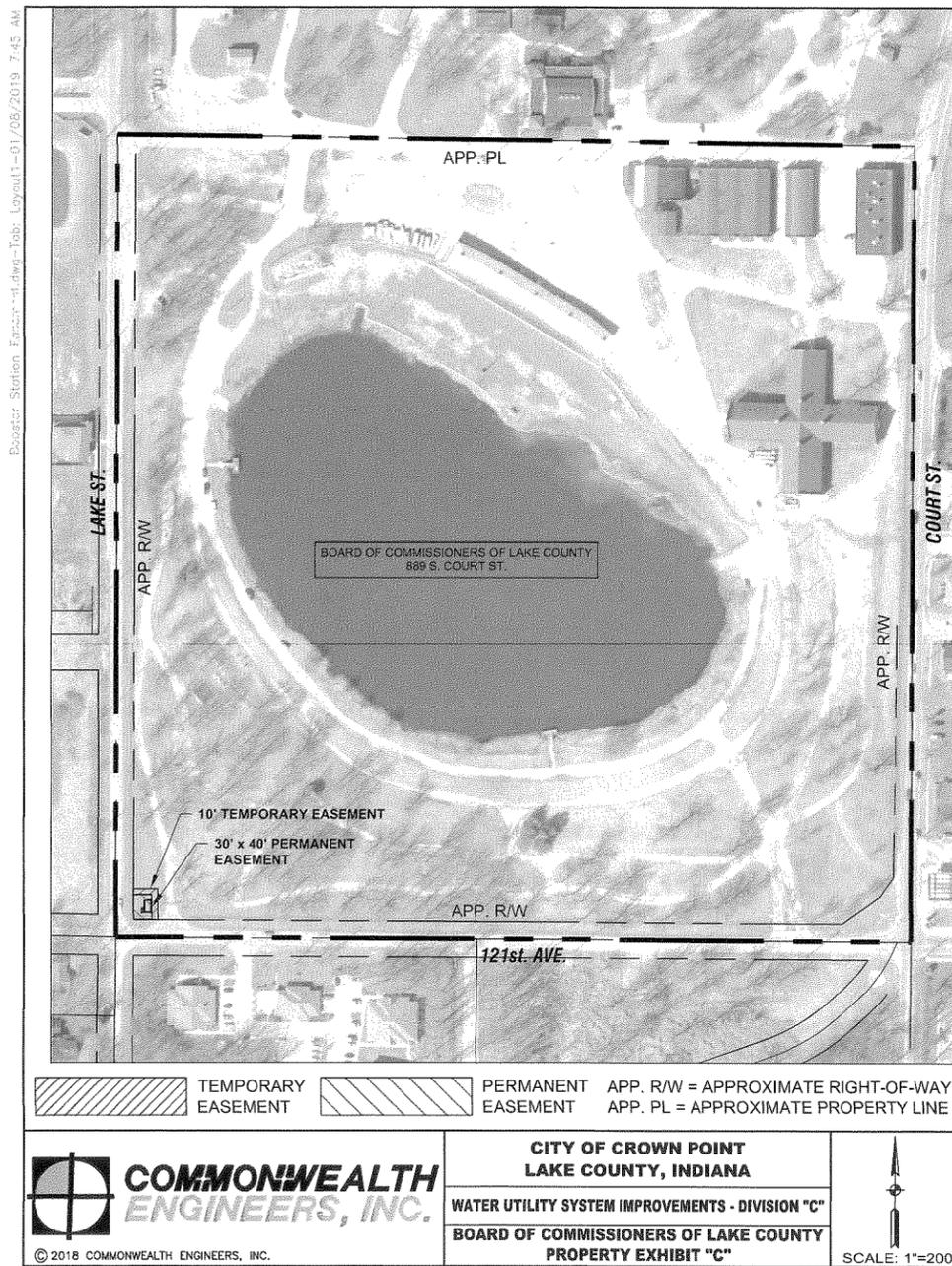
A part of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Thirty-four (34) North, Range Eight (8) West in Lake County, Indiana, described as follows:

A strip of land 10' wide with the south line and the west line thereof contiguous with the north line and the east line of the above described permanent easement respectively, containing 0.018 acres (800 square feet) more or less.

Subject to all legal highways and rights-of-way.



Order #18 Agenda #10c1 cont'd



Order #19 Agenda #11a

In the Matter of Action on Commissioners' Items: a. Purchasing Department: Revised County Form 24 as follows: Under Term the date was removed and a blank line entered, added "Vendor E-Mail Address", under number 2, "All Lake County Offices and Departments are covered by this contract" was inserted, and changed revision date to reflect February 6, 2019 on the upper right-hand corner.

Allen made a motion to approve the Revised County Form 24 as submitted by the Purchasing Department as follows, Under Term the date was removed and a blank line entered, added "Vendor E-Mail Address", under number 2, "All Lake County Offices and Departments are covered by this contract" was inserted, and changed revision date to reflect February 6, 2019 on the upper right-hand corner, Repay seconded the motion. Motion carried 2-0, 1absent.

Order #20 Agenda #11c

In the Matter of Action on Commissioners' Items: c. Highway: Ordinance Petition for a Four Way Stop on County Line Road at the Intersection with 165th Avenue.

Allen made a motion to approve the Ordinance Petition for a Four Way Stop on County Line Road at the Intersection with 165th Avenue from Highway Department, Highway Engineer present/spoke, Repay seconded the motion. Motion carried 2-0, 1-absent.
Cont'd.

Order #20 Agenda #11c cont'd

STOP FORM

ORDINANCE PETITION

FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF STOP SIGNS AT THE FOLLOWING INTERSECTION BE Approved

A four way stop at the intersection of County Line Road and East 165th Avenue, with north and southbound traffic on County Line Road stopping for east and westbound traffic on 165th Avenue. Currently, east and west traffic on 165th Avenue stops for north and southbound traffic on County Line Road.

PETITIONED BY: The General Public

BASED UPON THE FOLLOWING FINDING OF FACT:

- 1) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON 10-31-18 Through 11-1-18 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER AN INDIANA LICENSED PROFESSIONAL ENGINEER IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3 AND HAS DETERMINED THAT STOP SIGNS ARE WARRANTED AT THE ABOVE DESCRIBED LOCATION(S) IN UNINCORPORATED LAKE COUNTY, INDIANA.
2) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES IS JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE APPROVE A STOP SIGN ORDINANCE AT THE ABOVE DESCRIBED LOCATION.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

(Approve) (Deny) (Signature) (Date)

THE LAKE COUNTY SHERIFF 1-16-19

LAKE COUNTY HIGHWAY SUPERINTENDENT

LAKE COUNTY HIGHWAY ENGINEER 1-11-2019

Lake County Council (APPROVE) (DENY) (SIGNATURE)

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE:

(Approve) (Deny) (Signature) (Date)

COUNTY COMMISSIONER PRESIDENT 2/6/19

COUNTY COMMISSIONER 2/6/19

COUNTY COMMISSIONER 2/6/19

(DATE)

- President
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member

COUNTY APPROVAL DATE

COUNTY REJECTION DATE

See attached Engineering Report

Order #21 Agenda #11d

In the Matter of Action on Commissioners' Items: d. Commissioners/Legal Dept.: Letter from Attorney Kuiper terminating the Purchase Agreement pursuant to Section 3.a. and 3.c. and notifying the title company of such termination and requesting the return of the earnest money of \$2,000 to buyer.

Allen made a motion to approve, Repay had discussion, discussion between Repay and Fech ended, Allen added in his motion to Item 11d, Letter from Attorney Kuiper terminating the Purchase Agreement pursuant to Section 3.a. and 3.c. and notifying the title company of such termination and requesting the return of the earnest money of \$2,000 to buyer and ordered same to make sure that the release, is included, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #22 Agenda #11e

In the Matter of Action on Commissioners' Items: e. Highway: Joint Interlocal Cooperation Agreement for the Water Main Removal Replacement and Sanitary Sewer Relocation for Lake County Bridge #264. The estimated cost for the water main and sanitary sewer work is \$343,160.00.

Allen made a motion to approve the Highway: Joint Interlocal Cooperation Agreement for the Water Main Removal Replacement and Sanitary Sewer Relocation for Lake County Bridge #264. The estimated cost for the water main and sanitary sewer work is \$343,160.00, Repay seconded. Motion carried 2-0, 1 absent. Cont'd.

Order #22 Agenda #11e cont'd

INTERLOCAL COOPERATION AGREEMENT FOR THE WATER MAIN REMOVAL AND REPLACEMENT AND SANITARY SEWER RELOCATION RELATED TO THE REPLACEMENT OF LAKE COUNTY BRIDGE #264, HART STREET OVER HART DITCH, BETWEEN THE TOWN OF DYER, INDIANA AND LAKE COUNTY, INDIANA

This INTERLOCAL COOPERATION AGREEMENT FOR THE WATER MAIN REMOVAL AND REPLACEMENT AND SANITARY SEWER RELOCATION RELATED TO THE REPLACEMENT OF LAKE COUNTY BRIDGE #264, HART STREET OVER HART DITCH, BETWEEN THE TOWN OF DYER, INDIANA AND LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement") is made and entered into this ~~10~~ day of ~~Feb~~, 2019, in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF DYER, Lake County, Indiana, a Municipal Corporation, by its Town Council (hereinafter referred to as "DYER"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY"), each a political subdivision and unit organized and operating under the laws of the State of Indiana, as set forth hereinafter:

RECITALS

WHEREAS, DYER is a unit of local government located in Lake County, Indiana, with jurisdiction over all real property and residents located within and inhabiting properties within the Municipal Corporate Boundaries of DYER; and

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, DYER and COUNTY have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

WHEREAS, DYER and COUNTY are political subdivisions empowered by the Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities at a lesser cost; and

WHEREAS, DYER and COUNTY each seek to enter into an interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, to provide the removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project for the mutual benefit of the participating governmental units; and

WHEREAS, DYER, and COUNTY have determined that entry into an interlocal cooperation agreement for the removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project is in the best interests of the residents of DYER and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such an interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

WHEREAS, the estimated total cost of the project is Three Hundred Forty-Three Thousand One Hundred Sixty Dollars (\$343,160.00). This includes Two Hundred Twenty Thousand Three Hundred Ninety-Seven Dollars and Fifty Cents (\$220,397.50) for the sanitary sewer relocation and One Hundred Twenty-Two Thousand Seven Hundred Sixty-Two Dollars and Fifty Cents (\$122,762.50) for the water main removal and replacement. DYER has agreed to reimburse the COUNTY the construction bid cost for the removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project per the various bid items for said work in the construction agreement for the replacement of Lake County Bridge #264.

COVENANTS

NOW, THEREFORE, DYER 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 completion of the Project as defined herein, provided that this Agreement is adopted by Resolution by DYER and COUNTY.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of DYER and COUNTY concerning the removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project.

SECTION 3: PROJECT DEFINED.

This Project is defined, as amended from time to time, as the removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project, to be supervised and completed by COUNTY, all of which is designed for the benefit of the citizens and residents of DYER and COUNTY. The Project is further defined by the bridge engineering plans which the water main removal and replacement and sanitary sewer relocation will be a part of are being prepared by Robinson Engineering, LTD ("REL"). The removal and replacement of the water main and sanitary sewer relocation related to the Lake County Bridge #264 improvement public works project is being done at the direction

Order #22 Agenda #11e cont'd

and in accordance with Town of Dyer specifications and the Town of Dyer shall sign off on the water main design and sanitary sewer relocation design. REL will coordinate the work to avoid conflicts, but does not assume any liability for design and specifications it did not prepare. The water main removal and replacement and sanitary sewer relocation is being designed by NIES Engineering for the Town of Dyer in accordance with Town of Dyer Specifications. Construction plans and specifications for the water main removal and replacement and sanitary sewer relocation shall be supplied, signed and sealed by the Town of Dyer or its Engineer. The water main removal and replacement and sanitary sewer relocation will be included in the bridge plans which the Town of Dyer agrees to reimburse Lake County for the various bid items for the water main removal and replacement and sanitary sewer relocation. REL will provide a place for the Town of Dyer or its Engineer to sign the cover sheet and specifications for areas its responsibility relating to the water main removal and replacement and sanitary sewer relocation.

SECTION 4: PROJECT FUNDING.

DYER agrees to pay to COUNTY the actual cost to remove and replace the water main and relocate the sanitary sewer per the various bid items for said work in the agreement for the replacement of the Lake County Bridge #264 within thirty (30) days after completion of the work and approval by REL and NIES.

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, DYER 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 DYER 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:

DYER
Town of DYER
One Town Square
DYER, IN 46311

COUNTY
Lake County Board of Commissioners
2293 North Main Avenue
3rd Floor, Building "A"
Crown Point, IN 46307

Attn: Town Council President,
Town Clerk-Treasurer, &
Town Attorney

Attn: Board of County Commissioners
& Attorney to the Board of County
Commissioners

Order #22 Agenda #11e cont'd

SECTION 10: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 12: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 13: MATERIAL DISPUTE.

The parties agree that DYER and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 14: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING.

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

SECTION 16: PUBLIC ACTION.

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

A. By the Town Council as the fiscal body of the Town of DYER, Lake County, Indiana, a Municipal Corporation, on the 10th day of JAN, ~~2018~~²⁰¹⁹, by a vote of 5 in favor and 0 against, and whereby the Town Council President, and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.

B. Joseph Cinko Town Board President of the Town of DYER as its Executive on the 10th day of JAN, ~~2018~~²⁰¹⁹, ~~DATE 1-29-2017~~

C. By the Lake County Council as the fiscal body of the municipal body known as Lake County on the ___ day of ___, 201~~8~~⁹ by a vote of ___ in favor and ___ against and whereby the Lake County Auditor was directed to attest the same.

D. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County on the 6th day of FEB, ~~2018~~²⁰¹⁹ by a vote of 2 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 10th day of JAN, ~~2018~~²⁰¹⁹, ~~DATE 1-29-2017~~

TOWN OF DYER,
LAKE COUNTY,
INDIANA,
[Signature]
Town Board President

Attest: Patricia Haurst

WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 10 day of FEB, ~~2018~~²⁰¹⁹

BOARD OF COUNTY
COMMISSIONERS, LAKE
COUNTY, INDIANA
[Signature]
Kyle W. Allen Sr., Commissioner 1st District

Jerry Tippy, Commissioner 2nd District

Michael C. Repay, Commissioner 3rd District

Attest: [Signature]

Order #23 Agenda #14a1-3w/b.1

In the Matter of State Board of Accounts Items: a. Retroactively approved: 1. L.C. Community Development: Accounts Payable Voucher Register from December 1, 2018 through December 31, 2018; 2. Auditor: Accounts Payable Voucher Register from December 10, 2018 through December 23, 2018; 3. Auditor: Accounts Payable Voucher Register from December 24, 2018 through January 6, 2019; b. Claims and Dockets: 1. Community Economic Development: Accounts Payable Voucher Register from January 16, 2019 through February 16, 2019. Sixteen (16) claims.

Allen made a motion to approve the State Board of Accounts Items listed below for agenda items 14a1-3 and 14b-1, Repay seconded the motion. Motion carried 2-0, 1 absent.

1. L.C. Community Development: Accounts Payable Voucher Register from December 1, 2018 through December 31, 2018
2. Auditor: Accounts Payable Voucher Register from December 10, 2018 through December 23, 2018
3. Auditor: Accounts Payable Voucher Register from December 24, 2018 through January 6, 2019
- b. Claims and Dockets: 1. Community Economic Development: Accounts Payable Voucher Register from January 16, 2019 through February 16, 2019. Sixteen (16) claims.

Order #24 Agenda #15a-e

In the Matter of Items to be made a matter of public record: a. Letter from Tradebe Environmental Services regarding Notice of Class 1 Modification Permit from IDEM; b. Commissioners: Contract with Franciscan Working Well for the EAP Program approved on December 19, 2018; c. Weights & Measures: Monthly Activity Inspection Report for the period 12/16/18 through 1/15/19; d. Treasurer: Monthly Activity Report for the month ending December, 2018; e. Commissioners: Certificate of Appointments for appointments made at the January 16, 2019 Commissioners' Regular Meeting.

Allen made a motion to approve agenda Items 15 a-e, listed below, Items to be made a matter of public record, Repay seconded the motion. Motion carried 2-0, 1 absent.

- a. Letter from Tradebe Environmental Services regarding Notice of Class 1 Modification Permit from IDEM
- b. Commissioners: Contract with Franciscan Working Well for the EAP Program approved on December 19, 2018
- c. Weights & Measures: Monthly Activity Inspection Report for the period 12/16/18 through 1/15/19
- d. Treasurer: Monthly Activity Report for the month ending December, 2018
- e. Commissioners: Certificate of Appointments for appointments made at the January 16, 2019 Commissioners' Regular Meeting. (SEE FILE "2019 APPOINTMENTS" FOR CERTIFICATES)

Order #25 Agenda #16b2a

In the Matter of Actions on Bonds/Insurance: b. Action to Accept, Release or Modify Insurance Certificates: 2) Liability Insurance: a. Stan's Body Shop and Towing, Inc.

Allen made a motion to approve the Liability Insurance Certification from Stan's Body Shop and Towing, Inc., Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #26 Agenda #18a1-15

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: a. Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment: Listed 1-15.

Allen made a motion to approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: a. Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment: Listed 1-15, Repay seconded. Motion carried 2-0, 1 absent.

1. HEALTH DEPARTMENT: PAXVAX, Inc.
2. COMMUNITY ECONOMIC DEVELOPMENT: Earl's Heating & Air Conditioning
3. PUBLIC DEFENDER: Hooegeven Law, LLC
4. PUBLIC DEFENDER: Thomas Olson
5. PUBLIC DEFENDER: Thiros and Thiros, James Thiros
6. PROSECUTOR: Bradys Safe & Lock, Inc.
7. COUNCIL: Christian J. Jorgensen
8. COUNCIL: Charlie Brown
9. PARKS: The Acorn Group, Inc.
10. PARKS: Roth Sugarbush, Inc.
11. PARKS: Original Watermen, Inc.
12. PARKS: Triarco Arts & Crafts LLC
13. COMMISSIONERS: Larry Clemons
14. COMMISSIONERS: Per Mar Security Services
15. E911: Faronics Technologies USA, Inc.

Order #27 Agenda #21a

In the Matter of Appointments: a. Council: Letter recommending Councilwoman Elsie Franklin and John Brezik to the Lake County Redevelopment Commission for the year 2019. (1-year term).

Allen made a motion to approve the Council's appointments to the Redevelopment Commission for calendar year 2019 as well as appointing on behalf of the Commissioners' Carol Cody to serve as their appointment to Edgewater Systems for Balanced Living, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #28 re-visit Agenda #4b

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

This being the day, time and place for the receiving of bids for L C Highway Department planned maintenance agreement, request for quotes, there was one bidder, Mechanical Concepts, Inc. in the amount of \$18,930.00/annually to be made in two payments in the amount \$9,465.00, Allen made a motion to take the bid under advisement for further review and recommendation, Repay seconded the motion. Motion carried 2-0, 1 absent.

Order #29 Modify Agenda #6a1

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a. Public Works: mandatory for any expected cost \$150,000 and above: 1) Building Superintendent: Approval of Specifications and a Pre-Bid Meeting to be held on Wednesday, February 25, 2019 at 1:00 p.m. in the County Council's Conference Room to be advertised on February 12, 2019 and February 19, 2019 for Project #16 – Renovations to the Commissioners' Office to be returned to the Lake County Auditor's office by 9:30 a.m. on Wednesday, March 6, 2019.

Comes now, Attorney Fech, to present a modification request from Mr. Misch, asking that the date in Item 6a1 for the public bidding be Wednesday, February 20, 2019, Allen made a motion to amend the date for agenda Item 6a1 approval of specifications and pre-bid meeting to be held on Wednesday, February 20, 2019 at 1pm in the County Council conference room to be advertised on February 12, 2019 and February 19, 2019 for Project #16 – Renovations to the Commissioners' Office to be returned to the Lake County Auditor's office by 9:30 a.m. on Wednesday, March 6, 2019 for the Building Superintendent, Repay seconded. Motion carried 2-0, 1 absent.

The next Board of Commissioners Regular Meeting will be held on Wednesday, February 20, 2019 at 10:00 A.M.

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

The following officials were Present:
Attorney Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

absent

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR