

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

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 emailed by Rose Koliboski/Heather Rodziewicz to NWI Times and Chicago-Tribune Newspapers on the 14th day of May, 2024 at about 1:59 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 May, 2024 at about 1:59 p.m.

Public Virtual Conference: WebEx Meeting ID: 263 184 21347 Password: commissioners

Order #1 Agenda #2.1-2.3

In the Matter of Additions, Deletions, Corrections: 2.1 ADDITION: (Item #6.2) Highway: Addendum #2 for Lake County 153rd Ave over Lake Dalecarlia Bridge #50; 2.2 ADDITION: (Item #8.48) Hammond Courthouse: Award and Contract with Gariup Construction for handrail repairs in the amount of \$24,890.00. Gariup will replace all thirty (30) base plates and hardware, remove existing 4" of steel pipe and replace with new at each base plate and repaint existing railing. (Two other quotes were received from The Pangere Corporation in the amount of \$27,975.00 and Hasse Construction Company, Inc. in the amount of \$29,000.00); 2.3 ADDITION: (Item #5.1) Highway: Request to solicit bids for the Calumet Township STEP Construction Package 1 Package C Lift Station and Force Main, to be advertised with a return date of Wednesday, July 17, 2024, by 9:30am in the Lake County Auditor's Office.

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

2.1 ADDITION: (Item #6.2) Highway: Addendum #2 for Lake County 153rd Ave over Lake Dalecarlia Bridge #50;

2.2 ADDITION: (Item #8.48) Hammond Courthouse: Award and Contract with Gariup Construction for handrail repairs in the amount of \$24,890.00. Gariup will replace all thirty (30) base plates and hardware, remove existing 4" of steel pipe and replace with new at each base plate and repaint existing railing. (Two other quotes were received from The Pangere Corporation in the amount of \$27,975.00 and Hasse Construction Company, Inc. in the amount of \$29,000.00);

2.3 ADDITION: (Item #5.1) Highway: Request to solicit bids for the Calumet Township STEP Construction Package 1 Package C Lift Station and Force Main, to be advertised with a return date of Wednesday, July 17, 2024, by 9:30am in the Lake County Auditor's Office.

Order #2 Agenda #3.1-3.2

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 Replacement of Lake County Bridge 50, 153rd Avenue over Lake Dalecarlia; 3.2 Update and Rewrite the County's Emergency Operations Plan.

Allen made a motion, seconded by Tippy, to approve the opening of bids and quotes. Motion carried 3-0.

Order #3 Agenda #4.1

In the Matter of Approval Of Minutes From Prior Meetings: 4.1 Regular Meeting April 17, 2024; 4.2 Special Meeting April 25, 2024.

Allen made a motion, seconded by Tippy, to approve Minutes from prior meetings, Regular Meeting Wednesday, April 17, 2024 and Special Meeting Thursday, April 25, 2024. Motion carried 3-0.

Order #4 Agenda #5.1

In the Matter of Approve Specifications For Bids: 5.1 ADDITION: Highway: Request to solicit bids for the Calumet Township STEP Construction Package 1 Package C Lift Station and Force Main, to be advertised with a return date of Wednesday, July 17, 2024, by 9:30am in the Lake County Auditor's Office.

Allen made a motion, seconded by Tippy, to approve the advertising of specifications for Calumet Township STEP Construction Package 1 Package C Lift Station and Force Main on behalf of Highway Department for the return of bids by Wednesday, July 17, 2024, by 9:30am in the Lake County Auditor's Office. Motion carried 3-0.

Order #5 Agenda #6.1-6.2

In the Matter of Modification Of Specifications Prior To Public Opening Of Bids, Quotes, Or Other Proposals: 6.1 Highway: Addendum #1 for Bridge #50 at 153rd Avenue over Lake Dalecarlia; 6.2 ADDITION: Highway: Addendum #2 for Lake County 153rd Ave over Lake Dalecarlia.

Allen made a motion, seconded by Tippy, to approve agenda items 6.1 and 6.2, Addendum #1 for Bridge #50 at 153rd Avenue over Lake Dalecarlia and Addendum #2 for Lake County 153rd Ave over Lake Dalecarlia on behalf of Highway, modifications to specifications. Motion carried 3-0.

Order #6 Agenda #7.1

In the Matter of Public Selection Of At Least Three Vendors From Whom To Seek Quotes: Approval Of Specification For Seeking Proposals, Select The Vendors, And Set The Return Date: 7.1 Commissioners: Approve RFP for the Convention Center with a return date of June 12, 2024 to the Lake County Auditor's Office by 9:30 a.m.

Allen made a motion to amend agenda item 7.1 for the return date of October 16, 2024 and approve the seeking of proposals for the RFP for the Convention Center with the return date of Wednesday, October 16, 2024 prior to 9:30am to Lake County Auditor's Office, Tippy seconded the motion. Motion carried 3-0.

Order #7 Agenda #8.1

In the Matter of Action To Form Contracts: 8.1 Sheriff: Proposal from DLZ for 2nd Floor Sheriff's Office Remodel to be approved in the amount of \$76,500.00.

Order #7 Agenda #8.1 cont'd

Comes now, Commissioner Tippy, with questions, Chief Balbo of the Sheriff's Department was present came forward to speak, Tippy asked, "is this being paid for out of the Sheriff's funds?", Balbo, "it's being paid out of the Sheriff fund for public safety line item and this is something we've been wanting to put together for the last few years", Tippy continued, "a seventy six thousand dollar architectural contract would roughly equate to a seven or eight hundred thousand dollar project, is that what you're looking at and also looking to fund that out of Sheriff's funds as well?", Balbo, responded, "all that will come out of the Sheriff's fund, we aren't going to be asking for additional funds right now, this is the first step to determine what the cost and the scope will be and in the letter that we did send the Commissioners we broke down each of those fees, we are working with DLZ and we've worked with them in the past, once we get that it is an expect it will be coming back to the Council", Tippy, continued, "so generally speaking, you get a project estimate along with a DLZ, so did, (speaking to John from DLZ whom present), John, did you do a cost estimate on the project?", John of DLZ, spoke in response, stating, "we put together, two months ago or so, I can't tell you right this minute but, we've been looking at this for four years and there's no drawings for that, the improvements that were made from the original layout of the building and there could be some issues with regard to getting plumbing in the specifications, so we have to do a lot of investigative work to find out what we really have", Tippy continued, "okay I just want to be sure that all of the funds are coming out of the Sheriff's budget", Balbo replied, "yes sir", end discussion, Allen made a motion, seconded by Tippy, to approve 8.1 proposal from DLZ for 2nd floor Sheriff's Office Remodel in the amount of \$76,500.00. Motion carried 3-0.

Order #8 Agenda #8.2

In the Matter of Action To Form Contracts: 8.2 Juvenile Court: Contract approval with Jasper County to provide for the housing of children ordered detained at the Lake County Juvenile Detention Center for the year 2024.

Allen made a motion, seconded by Tippy, to approve Contract with Jasper County to provide for the housing of children ordered detained at the Lake County Juvenile Detention Center for the year 2024 on behalf of Juvenile Court. Motion carried 3-0.

Order #9 Agenda #8.3

In the Matter of Action To Form Contracts: 8.3 Purdue Extension: Lake County has leased new computer equipment from Purdue University per the attached procurement agreement in the amount of \$5,270.00. This is a 3-year lease payable from the Lake County budget – line item #63710 – Equipment Rental.

Allen made a motion, seconded by Tippy, to approve 3-year Lease for new computer equipment from Purdue University, per the procurement agreement in the amount of \$5,270.00, on behalf of Purdue Extension, payable from the Lake County budget – line item #63710 – Equipment Rental. Motion carried 3-0.

Order #10 Agenda #8.4-8.5

In the Matter of Action To Form Contracts: 8.4 Fairgrounds: Requesting approval to purchase 2 new heating units for maintenance shop through Johnson Supply in the amount of \$2,619.60. (Other quotes received – G.W. Berkheimer Co \$2,835.02, Grainger \$3,057.98); 8.5 Fairgrounds: Contract with South County Landscaping for Fine Arts Landscaping improvements in the amount of \$5,795.61. (Other quotes received: Ebberts Enterprises \$6,450.89, Adam's Landscape Lawncare \$6,865.95).

Allen made a motion, seconded by Tippy, to approve 8.4 and 8.5, approve of the lowest quotes for the purchase of two (2) new heating units for maintenance shop through Johnson Supply in the amount of \$2,619.60 and Contract with South County Landscaping in the amount of \$5,795.61 for Fine Arts Landscaping improvements on behalf of Fairgrounds. Motion carried 3-0.

Order #11 Agenda #8.6-8.17

In the Matter of Action To Form Contracts: 8.6 – 8.17 Commissioners: Contracts: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.6 – 8.17, on behalf of Commissioners, Contracts listed below, President Repay added discussion, that 8.16 and 8.17 is an engagement with Telemon Energy LLC in reference to investigating and eventually procuring renewable energy for the whole complex, Dr. Bruce Breeden, Vice President of Telemon Energy LLC, present/spoke, stating, "if you go to the proposal we gave and discussed with you in October, the back page is the key page, total cost for item 8.16 is estimated to be 2.2 million dollars, it'll go immediately south of this parking lot, it's 1.14r megawatts of solar power, it will save the tax payers over the 25 year period of time that the panels are warranted, the panels will actually last for thirty-five or forty years, but it will save the taxpayers just under five or six million, it's 5.85 million dollars, at last October's, I didn't want to change this, we do every January an analysis from the Indiana Utility Regulatory Commission, and reality for the last years the five four profit utilities in the State the average increase has been 5.3%, we're showing an inflationary rate of only 3%, so your return on investments' going to be much higher than what our estimate is, most likely by the time we get NIPSCO'S inner connection agreement we're probably building in first quarter of 2025, could possibly be fourth quarter of this year, but not likely, on the 8.17, it's an analysis, if I can use this room as an example, if I count it right there's 58 spotlights all the way around, in the daytime like this for a hundred dollar reel stat that you can put on the wall, you can cut that power in half and save hundreds of dollars per year for daytime meetings, obviously night time meetings you wall all the lights running, that's the type of analysis we do and we'll be doing on all Buildings". Motion carried 3-0.

8.6 Commissioners: Contract with DLZ for Lake County Fairgrounds drainage review in the amount of \$6,900.00.

8.7 Commissioners: Contract with DLZ to identify gas main locations at the Lake County Fairgrounds in the amount of \$5,700.00

8.8 Commissioners: Contract with Corey Dale Consulting, LLC for financial consulting service in the amount of \$6,000 per month.

8.9 Commissioners: Change Order #1 for Rieth-Riley Construction Co. for paving improvements at Westwind, Paramore and Animal Control in the amount of \$34,575.00

8.10 Commissioners: Recommend and Approve Upright Interiors for Business, lowest bidder, for new furniture in Judge Schiralli's Office in the amount of \$87,884.07. (Consulting Facilities Services \$95,984; Tib Office, Inc. \$92,864)

8.11 Commissioners: Award and Contract to Continental Electric Co., Inc., only bidder, for the Jail Video Upgrades at the L C Government Center in the total amount of \$2,263,605.00.

8.12 Commissioners: Award and Contract with LMR Industries, LLC, only bidder, for the new voting machine storage carts for elections in the amount of \$247,514.12

8.13 Commissioners: Award and Contract with Precision Builders as the lowest most responsive bidder for the Lake County Fairgrounds Building #12 roof replacement project in the amount of \$112,520.00

8.14 Commissioners: Change Order with Precision Builders, Inc. for the L C Fairground Building #12 improvements in the amount of \$-10,649.60. New contract sum in the amount of \$528,850.40

8.15 Commissioners: Contract with MCR Partners, LLC for Economic Development Coordination Services in the amount of \$3,500 per month

8.16 Commissioners: Contract with Telemon Energy, LLC for Professional Services in the amount of \$222,700.00

8.17 Commissioners: Contract with Telemon Energy, LLC as an independent contractor in the amount of \$17,000.00.

Order #11 Agenda #8.6-8.17 cont'd (8.16 below)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between Lake County by and through its Board (hereinafter "Customer"), and Telamon Energy, LLC (hereinafter "Professional").

RECITALS

WHEREAS, Customer owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, Professional is experienced in providing and desires to provide to Customer the professional services more particularly described in Exhibit "A" to this Agreement ("Services") referenced herein; and

WHEREAS, Customer desires to engage Professional as an independent contractor for the purpose of providing to Customer the Services referenced herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, Customer and Professional mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES

- 2.1 Customer desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit "A", incorporated herein by this reference.
- 2.2 Professional understands and agrees that Customer may, from time to time, request Professional to provide additional or modified Services to Customer. When Customer desires additional Services from Professional, the Customer shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after Customer has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to Customer. A copy of the Customer's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by Customer.
- 2.3 Time is of the essence of this Agreement.

1

SECTION 3. CUSTOMER'S RESPONSIBILITIES

- 3.1 Customer shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 Customer shall provide all data reasonably required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3 Customer shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 Customer shall designate a duly authorized representative to act on Customer's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with Customer its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to Customer hereunder shall not exceed Two hundred twenty two thousand Seven Hundred Dollars (\$222,700.00) (the "Estimate"). Professional shall submit an invoice to Customer no more than once every thirty (30) days for Services provided Customer during the time period encompassed by such invoice. Customer shall pay Professional for all undisputed Services rendered and stated on such invoice within Thirty (30) days from the date of Customer's receipt of same.
- 5.2 Professional agrees not to provide any Services to Customer that would cause the total cost of same to exceed the Estimate, without Customer's prior written consent.

2

Order #11 Agenda #8.6-8.17 cont'd (8.16 below)

SECTION 6. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2024s, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7. MISCELLANEOUS

7.1 Termination.

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Customer or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Customer, for cause, immediately upon Professional's receipt of Customer's "Notice To Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect.

Customer and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries.

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship.

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are Customer employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies Customer for and from any and all costs, fees, expenses and/or damages incurred by Customer as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance.

Professional represents that its employees are leased employees from Telamon Corporation, and that Telamon Corporation carries Workmen's Compensation Insurance covering all liability which may accrue by reason of the Indiana Workmen's Compensation Act related to employees leased to Professional. The coverage shall be in an insurance company licensed to do business in the State of Indiana and which meets with the approval of Customer, with limits as shown below:

Workers Compensation:

Statutory limits for worker's compensation
 Employer's liability limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limits and \$500,000 bodily injury by disease each employee.

Professional shall also provide evidence, in the form of an insurance certificate, of the following insurance coverages naming the Lake County as an additional insureds with the limits as shown below.

General Liability:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000

Automobile Liability:

Combined Single Limit	\$1,000,000
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7.6 Default.

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from Customer specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Customer shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.7 Government Compliance.

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless Customer from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.8 Indemnification.

Order #11 Agenda #8.6-8.17 cont'd (8.16 below)

Professional shall indemnify and hold harmless Customer and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9 Discrimination Prohibition.

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, disability, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.10 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.11 Notice.

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CUSTOMER:

Lake County
2293 N Main St,
Crown Point, IN 46037

PROFESSIONAL:

Telamon Energy, LLC
1000 E. 116th Street
Carmel, IN 46032

ATTENTION: Bruce Breeden

7.12 Effective Date.

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the

5

parties hereto executes same.

7.13 Governing Law; Lawsuits.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit only in an appropriate court in Hamilton County, Indiana and agree that such court is the appropriate venue for and has jurisdiction over same.

7.14 Waiver.

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.15 Assignment.

Professional shall not assign or pledge this Agreement, nor delegate its obligations hereunder without Customer's prior written consent.

7.16 Entire Agreement.

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.17 Representation and Warranties.

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.18 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.19 Advice of Counsel.

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

6

Order #11 Agenda #8.6-8.17 cont'd (8.16 below)

7.20 Personnel.

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with Customer. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.21 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. Customer shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.22 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within Customer's organization.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

LAKE COUNTY, INDIANA

TELAMON ENERGY, LLC

BY:

BY:

Authorized Signature

Bruce Breeden
Authorized Signature

Printed Name: _____

Printed Name: Bruce Breeden

Title: _____

Title: V.P. Telamon Energy

Date: _____

Date: 5/15/24

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
APPROVED THIS 15TH DAY OF May 20 24

Order #11 Agenda #8.6-8.17 cont'd (8.16 below)

EXHIBIT ASCOPE OF SERVICES TO BE
PROVIDED BY THE TELAMON ENERGY TO
LAKE COUNTY

Pursuant to the Agreement for Professional Services, dated _____, 2023, by and between Lake County ("Customer") and Telamon Energy, LLC ("Professional"), Professional agrees to provide the following services ("Services") to design, manage and support the solar array project[s] to be located at Lake county government center. The parties estimate the size of the Solar Projects will be approximately [1.136 MWdc].

Scope of Professional Services to be Provided: (per cent of total project cost)

1. Engineering Services	35%
2. Bid Management Services	20%
3. Project Management Services	30%
4. Project Close-out and Commissioning Services	15%

I. Engineering Services Include:

1. Determine size of the Solar Projects at each site in DC and AC
2. Determine number, size, and type of panels to be used.
3. Determine type of inverter to be used.
4. Determine interconnection location and system.
5. Provide initial design options.
6. Once a decision is made as to location and size, complete 30% drawings and final design.
7. After review with all agencies, complete construction designs to be used for bidding purposes.
8. Attend pre-bid meeting to answer questions.
9. Attend as needed regular construction meetings.
10. Provide answers to contractor's questions.
11. Review and approve final close-out documents.

II. Bid Management Services Include:

1. Prepare all necessary bid documents for approval by Customer and utilities.
2. Write necessary legal notices and submit to appropriate agencies.
3. Provide necessary bid documents to all interested companies (appropriate duplication charges may apply)
4. Provide schedule to accept, open, evaluate, and recommend approval of contractor to the Utility Director
5. Organize and lead the pre-bid meeting.
6. Organize and lead the on-site visit if requested by any interested contractor.
7. Attend and record the Bid opening.
8. Determine and lead the evaluation team.
9. Lead the evaluation team to a recommended contractor and provider of supplies.
10. Answer any concerns with the non-selected contractors.

Notwithstanding anything to the contrary in this Exhibit A or the underlying Agreement, Professional shall not be responsible for providing any legal advice or compliance advice concerning statutory

9

requirements under any federal or state statute governing the bid process. Instead, Customer is responsible for obtaining its own legal advice as to compliance with any statute, law or regulation concerning the bid process.

III. Project Management Services Include:

1. After contractor is determined via the evaluation bidding process, develop a construction schedule and present to the owner for approval.
2. Lead and oversee responses to request for substitution of equipment approval.
3. Collect all written notices of clarification and assign person responsible for answering and keep record of questions and answers provided.
4. Communicate on a regular basis with the owner.
5. Collect, evaluate, and recommend to the owner all requests for change orders.

IV. Project Close-out and Commissioning Services Include:

1. Coordinate with each utility company as-needed testing processes.
2. Coordinate and schedule with utility company the go-live schedule.
3. If desired by the Customer, schedule and organize any ribbon-cutting Kickoff activity.

V. Professional Fees:

The professional fee for the above scope of work including all engineering design and professional service fees incurred or to be incurred going forward to the completion of the project is \$222,700 for the anticipated project size of 1.136 MW DC. This fee is to be billed not more than every 30 days on a percent (%) complete basis.

VI. Reimbursable Expenses:

If the Professional incurs any of the following expenses then the Customer shall reimburse the following fees to the Professional

1. Permitting Fees
2. Interconnection Fees
3. Interconnection study Fees.

10

Order #11 Agenda #8.6-8.17 cont'd (8.17 below)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is hereby made and entered into by and between Lake County (hereinafter "Customer"), and Telamon Energy LLC (hereinafter "Professional").

RECITALS

WHEREAS, Customer owns and is responsible for the operation and maintenance of its property, personnel, public works and infrastructure; and

WHEREAS, Professional is experienced in providing and desires to provide to Customer the professional services more particularly described in Exhibit "A" to this Agreement ("Services") referenced herein; and

WHEREAS, Customer desires to engage Professional as an independent contractor for the purpose of providing to Customer the Services referenced herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth herein, Customer and Professional mutually agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

SECTION 2. SCOPE OF SERVICES

- 2.1 Customer desires to engage Professional as an independent contractor for the Services set forth in attached Exhibit "A", incorporated herein by this reference.
- 2.2 Professional understands and agrees that Customer may, from time to time, request Professional to provide additional or modified Services to Customer. When Customer desires additional Services from Professional, the Customer shall notify Professional of such additional Services desired, as well as the time frame in which same are to be provided. Only after Customer has approved Professional's time and cost estimate for the provision of such additional Services, has encumbered sufficient monies to pay for same, and has authorized Professional, in writing, to provide such additional Services, shall such Services be provided by Professional to Customer. A copy of the Customer's authorization documents for the purchase of additional Services shall be numbered and attached hereto in the order in which they are approved by Customer.
- 2.3 Time is of the essence of this Agreement.

SECTION 3. CUSTOMER'S RESPONSIBILITIES

- 3.1 Customer shall provide such information as is reasonably necessary for Professional to understand the Services requested.
- 3.2 Customer shall provide all data reasonably required for provision of Services. Professional may assume that all data so provided is correct and complete.
- 3.3. Customer shall arrange for Professional to enter upon public and private property as reasonably required for Professional to perform the Services.
- 3.4 Customer shall designate a duly authorized representative to act on Customer's behalf on all matters regarding the Services.

SECTION 4. PROFESSIONAL'S RESPONSIBILITIES

- 4.1 Professional shall perform the Services pursuant to the terms of this Agreement and within any applicable time and cost estimate.
- 4.2 Professional shall coordinate with Customer its performance of the Services.
- 4.3 Professional shall provide the Services by following and applying at all times reasonable and lawful standards as accepted in the industry.

SECTION 5. COMPENSATION

- 5.1 Professional estimates that the total price for the Services to be provided to Customer hereunder shall not exceed Seventeen thousand Dollars (\$17,000.00) (the "Estimate"). Professional shall submit an invoice to Customer no more than once every thirty (30) days for Services provided Customer during the time period encompassed by such invoice. Customer shall pay Professional for all undisputed Services rendered and stated on such invoice within thirty (30) days from the date of Customer's receipt of the same.
- 5.2 Professional agrees not to provide any Services to Customer that would cause the total cost of same to exceed the Estimate, without Customer's prior written consent.

Order #11 Agenda #8.6-8.17 cont'd (8.17 below)

SECTION 6. TERM

Unless otherwise terminated in accordance with the termination provisions set forth in Section 7.1 hereinbelow, this Agreement shall be in effect from the Effective Date through December 31, 2024, and shall, on the first day of each January thereafter, automatically renew for a period of one (1) calendar year, unless otherwise agreed by the parties hereto.

SECTION 7. MISCELLANEOUS

7.1 Termination.

- 7.1.1 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Customer or Professional, without cause, upon thirty (30) days' notice.
- 7.1.2 The obligation to provide all or any portion of the Services under this Agreement may be terminated by Customer, for cause, immediately upon Professional's receipt of Customer's "Notice To Cease Services."
- 7.1.3 In the event of full or partial Agreement termination, and as full and complete compensation hereunder, Professional shall be paid for all such Services rendered and expenses incurred as of the date of termination that are not in dispute, except that such payment amount shall not exceed the Estimate. Disputed compensation amounts shall be resolved as allowed by law.

7.2 Binding Effect.

Customer and Professional, and their respective officers, officials, agents, partners and successors in interest are bound to the other as to all Agreement terms, conditions and obligations.

7.3 No Third Party Beneficiaries.

Nothing contained herein shall be construed to give rights or benefits to anyone other than the parties hereto.

7.4 Relationship.

The relationship of the parties hereto shall be as provided for in this Agreement, and neither Professional nor any of its agents, employees or contractors are Customer employees. Professional shall have the sole responsibility to pay to or for its agents, employees and contractors all statutory, contractual and other benefits and/or obligations as they become due. Professional hereby warrants and indemnifies Customer for and from any and all costs, fees, expenses and/or damages incurred by Customer as a result of any claim for wages, benefits or otherwise by any agent, employee or contractor of Professional regarding or related to the subject matter of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.5 Insurance.

Professional represents that its employees are leased employees from Telamon Corporation, and that Telamon Corporation carries Workmen's Compensation Insurance covering all liability which may accrue by reason of the Indiana Workmen's Compensation Act related to employees leased to Professional. The coverage shall be in an insurance company licensed to do business in the State of Indiana and which meets with the approval of Customer, with limits as shown below:

Workers Compensation:

Statutory limits for worker's compensation
 Employer's liability limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limits and \$500,000 bodily injury by disease each employee.

Professional shall also provide evidence, in the form of an insurance certificate, of the following insurance coverages naming the City of Fishers as an additional insureds with the limits as shown below.

General Liability:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury and Advertising Injury	\$1,000,000

Automobile Liability:

Combined Single Limit	\$1,000,000
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7.6 Default.

In the event Professional: (a) repudiates, breaches or defaults under any of the terms or conditions of this Agreement, including Professional's warranties; (b) fails to perform the Services as specified; (c) fails to make progress so as to endanger timely and proper completion of the Services and does not correct such failure or breach within five (5) business days after receipt of notice from Customer specifying same; or (d) becomes insolvent, files, or has filed against it, a petition for receivership, makes a general assignment for the benefit of creditors or dissolves, each such event constituting an event of default hereunder, Customer shall have the right to terminate all or any part of this Agreement, without liability to Professional and to exercise any other rights or remedies available to it at law or in equity.

7.7 Government Compliance.

Professional agrees to comply with all laws, executive orders, rules and regulations applicable to Professional's performance of its obligations under this Agreement, all relevant provisions of which being hereby incorporated herein by this reference, to keep all of Professionals' required professional licenses and certifications valid and current, and to indemnify and hold harmless Customer from any and all losses, damages, costs, liabilities, damages, costs and attorney fees resulting from any failure by Professional to do so. This indemnification obligation shall survive the termination of this Agreement.

7.8 Indemnification.

Order #11 Agenda #8.6-8.17 cont'd (8.17 below)

Professional shall indemnify and hold harmless Customer and its officers, officials, employees and agents from all losses, liabilities, claims, judgments and liens, including, but not limited to, all damages, costs, expenses and attorney fees arising out of any intentional or negligent act or omission of Professional and/or any of its employees, agents or contractors in the performance of this Agreement. This indemnification obligation shall survive the termination of this Agreement.

7.9 Discrimination Prohibition.

Professional represents and warrants that it and each of its employees, agents and contractors shall comply with all existing and future laws prohibiting discrimination against any employee, applicant for employment and/or other person in the subcontracting of work and/or in the performance of any Services contemplated by this Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, subcontracting or work performance hereunder because of race, religion, color, sex, disability, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. This indemnification obligation shall survive the termination of this Agreement.

7.10 Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be stricken, and all other provisions of this Agreement that can operate independently of same shall continue in full force and effect.

7.11 Notice.

Any notice, invoice, order or other correspondence required or allowed to be sent pursuant to this Agreement shall be written and either hand-delivered or sent by prepaid U.S. certified mail, return receipt requested, addressed to the parties as follows:

CUSTOMER:

Lake County
2293 N Main St,
Crown Point, IN 46037

PROFESSIONAL:

Telamon Energy LLC
1000 E. 116th Street
Carmel, IN 46032

ATTENTION: Bruce Breeden

7.12 Effective Date.

The effective date ("Effective Date") of this Agreement shall be the date on which the last of the parties hereto executes same.

5

7.13 Governing Law: Lawsuits.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions. The parties agree that, in the event a lawsuit is filed hereunder, they waive any right to a jury trial they may have, agree to file such lawsuit only in an appropriate court in Hamilton County, Indiana and agree that such court is the appropriate venue for and has jurisdiction over same.

7.14 Waiver.

Any delay or inaction on the part of either party in exercising or pursuing its rights and/or remedies hereunder or under law shall not operate to waive any such rights and/or remedies nor in any way affect the rights of such party to require such performance at any time thereafter.

7.15 Assignment.

Professional shall not assign or pledge this Agreement, nor delegate its obligations hereunder without Customer's prior written consent.

7.16 Entire Agreement.

This Agreement contains the entire agreement of and between the parties hereto with respect to the subject matter hereof, and no prior agreement, understanding or representation pertaining to such subject matter, written or oral, shall be effective for any purpose. No provision of this Agreement may be amended, added to or subtracted from except by an agreement in writing signed by both parties hereto and/or their respective successors in interest. To the extent any provision contained in this Agreement conflicts with any provision contained in any exhibit attached hereto, the provision contained in this Agreement shall prevail.

7.17 Representation and Warranties.

Each party hereto represents and warrants that it is authorized to enter into this Agreement and that any person or entity executing this Agreement on behalf of such party has the authority to bind such party or the party which they represent, as the case may be.

7.18 Headings.

All headings and sections of this Agreement are inserted for convenience only and do not form a part of this Agreement nor limit, expand or otherwise alter the meaning of any provision hereof.

7.19 Advice of Counsel.

The parties warrant that they have read this Agreement and fully understand it, have had an opportunity to obtain the advice and assistance of counsel throughout the negotiation of same, and enter into same freely, voluntarily, and without any duress, undue influence or coercion.

7.20 Personnel.

6

Order #11 Agenda #8.6-8.17 cont'd (8.17 below)

Professional represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with Customer. All of the services required hereunder will be performed by Professional or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

7.21 Records and Inspections

Professional shall maintain full and accurate records with respect to all matters covered under this agreement for three (3) years after the expiration or early termination of this Agreement. Customer shall have free access at all proper times to such records and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities.

7.22 Accomplishment of Project

Professional shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, Professional shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within Customer's organization.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as follows:

LAKE COUNTY, INDIANA

TELAMON ENERGY LLC

BY:

BY:

Authorized Signature

Bruce E. Breeden
Authorized Signature

Printed Name: _____

Printed Name: Bruce Breeden

Title: _____

Title: V.P. Telamon Energy

Date: _____

Date: 5/15/24

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
[Signature]
APPROVED THIS 15th DAY OF May 2024

Order #11 Agenda #8.6-8.17 cont'd (8.17 below)

EXHIBIT ASCOPE OF SERVICES TO BE
PROVIDED BY THE TELAMON ENERGY LLC TO
CITY OF FISHERS – BOARD OF WORKS AND PUBLIC SAFETY

Pursuant to the Agreement for Professional Services, dated _____, 2023, by and between Lake County (“Customer”) and Telamon Energy LLC (“Professional”), Professional agrees to provide the following services (“Services”) to evaluate solar array project[s] to be located at the 3 government buildings.

Scope of Professional Services to be Provided: (per cent of total project cost)

- I. Review all utility bills for each building.
- II. Determine actual cost for energy for each building.
- III. Investigate potential reduction options of energy usage.
- IV. Determine if solar is a financial and viable option for each location.
- V. Analyze the area to be studied and gather data to prepare a scope of work, budget, and schedule;
- VI. Provide the Owner with an estimated cost to accomplish the work, including cost of materials, cost of labor, and other related costs;
- VII. Develop a preliminary design solution or report based on the approved project requirements; arrange meetings with the Owner to review design, report, budget and schedule;

Professional Fees:

The professional fee for the above scope of work is \$17,000. This fee is to be billed not more than every 30 days on a percent (%) complete basis.

9

Order #12 Agenda #8.18-8.20

In the Matter of Action To Form Contracts: 8.18 Sheriff: Bid Award Recommendation to Federal Signal sole bidder for Upfitting of Unmarked Ford Police Interceptor Utility Vehicles for the year 2024 in the amount of \$9,409.66 per vehicle for a total of \$37,638.64; 8.19 Sheriff: Letter of Recommendation to award Federal Signal sole bidder for the Upfitting of 2024 marked Ford Police Interceptor Utility in the amount of \$14,641.06 per vehicle for a total of \$234,256.96 for sixteen marked vehicles; 8.20 Sheriff: Letter of Recommendation to award Lowell Body Shop sole bidder for the Painting Package for the 2024 marked Ford Police Interceptor Utility vehicles in the amount of \$12,297.97 per vehicle for a total of \$196,767.52 for sixteen marked vehicles.

Allen made a motion, seconded by Tippy, to approve 8.18 – 8.20, on behalf of the Sheriff, accept the recommendation to award the sole bidder of Federal Signal in the amount of \$9,409.66 per vehicle for a total of \$37,638.64 for Upfitting of Unmarked Ford Police Interceptor Utility Vehicles for the year 2024, accept the recommendation to award Federal Signal, sole bidder, with a total of \$234,256.96 for sixteen marked vehicles in the amount of \$14,641.06 per vehicle for the Upfitting of 2024 Marked Ford Police Interceptor Utility vehicles, and ordered same to accept recommendation to award Lowell Body Shop, sole bidder, with a total of \$196,767.52 for sixteen marked vehicles in the amount of \$12,297.97 per vehicle for Painting Package for the 2024 Marked Ford Police Interceptor Utility Vehicles. Motion carried 3-0.

Order #13 Agenda #8.21-8.45

In the Matter of Action To Form Contracts: 8.21 – 8.45 Highway: Contracts: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.21 – 8.45, on behalf of Highway, Contracts listed below, President Repay, started discussion with acknowledgement to recognize Duane Alverson, Highway Department Engineer, who's going to be recognized by the State as well as being acknowledged by the Board of Commissioners for the work he has done on all of these projects, including the extra ones, Duane is going to be Honored, he will receive an award this week for the State of Indiana Public Works Administrator, Engineer of the Year Award (everyone clapped). Motion carried 3-0.

8.21 Highway: Recommendation for Acceptance Final Inspection for Lake County Bridge 65, 125th Avenue over West Creek.

Contract B-40408 DES I600940

8.22 Highway: Utility Agreement NIPSCO Location: WO 52934-912 Hager pk (2) Hanover Township. Replacement of seven utility poles and equipment.

8.23 Highway: Change Order No. 1 Gariup for Lake County Bridge 243, North Lake Street over Grand Calumet River in an amount not to exceed \$34,000.00 Raise Pilasters on all four corners of Bridge 243.

8.24 Highway: Road Cut Permit, Graycor Industrial Construction Inc. on behalf of NIPSCO for Joe Martin Road South of Wildwood Drive in Cedar Creek. Maintenance on 30" Natural Gas Pipeline

8.25 Highway: Utility Agreement Graycor Industrial Construction Inc. on behalf of NIPSCO for Joe Martin Road Smith of Wildwood Drive in Cedar Creek Twp. Maintenance on 30" Natural Gas Pipeline.

8.26 Highway: Road Cut Permit for 17850 Colorado Street Pir Tano Construction/ Comcast Cable. Install new underground CATV Cable along Colorado Street ROW. Install new underground CATV Cable along Colorado Street ROW.

8.27 Highway: Utility Agreement Location 17850 Colorado Street Pir Tano Construction/Comcast Cable Comcast WO #PTC-JB 1622572

Order #13 Agenda #8.21-8.45 cont'd

8.28 Highway: Utility Agreement Location 14200 Jay Street – 14201 Jay Street Comcast Cable- American Cable & Telephone LLC, CATV Cable
 8.29 Highway: Road Cut Permit Comcast Cable/American Cable & Telephone. Location is 14200 Jay Street- 14201 Jay Street. Install 47' of Underground Cable
 8.30 Highway: Utility Agreement with NiSource for 7621 Ainsworth Road, Hobart Indiana Ross Township Emergence Valve Work.
 8.31 Highway: Contract for Lake County Bridge 103, Arizona Street over Deep River Bridge Rehabilitation and Deck Replacement. Lowest and most responsive bidder Ellas Construction Co., Inc. Gary Indiana in an amount not to exceed \$779,119.55.
 8.32 Highway: Recommendation of Award to Grimmer Construction, sole bid, for Calumet Township Septic Tank Elimination Project #1 Package A an amount not to exceed \$36,893,997.78
 8.33 Highway: Recommendation of Award to Midwestern Electric in an amount not to exceed \$81,400.00 for Installation of Overhead Flasher with four way Signal for the intersection of Parrish and 117th.
 8.34 Highway: Recommendation of Award and Contract to Austgen Equipment in an amount not to exceed \$346,533.00 for the 83rd Lane Culvert Replacement, Heather Hills Unit 1.
 8.35 Highway: Letter of Agreement for Professional Engineering Services with DLZ Indiana, LLC for Clark Street Culvert Replacement and Roadway Improvements. Agreement not to exceed \$129,600.00.
 8.36 Highway: Recommendation of award to Ellas Construction Company, the lowest and most responsive bid, for Emergency Repairs at Lake County Bridge #271 in an amount not to exceed \$67,000.00.
 8.37 Highway: Administrative Settlement Calumet Township Sewer Project Parcel 140, Melanie Sims counteroffer \$4,500.00.
 8.38 Highway: Administrative Settlement Calumet Township Sewer Project Parcel 136 James E. Sims et.ux. Counter Offer \$2,500.00.
 8.39 Highway: Administrative Settlement Calumet Township Sewer Project Parcel 138 James E. Sims Jr. Counter offer \$5026.00
 8.40 Highway: Utility Agreement at 5409 W. 153rd Avenue McAllister.
 8.41 Highway: Road Cut Permit Location 5409 W. 153rd Avenue under Ralston Pl. to manhole. Bore Sewer Line. McAllister Inc.
 8.42 Highway: Utility Agreement with NIPSCO WO#51383-912 for Utility Poles and Equipment
 8.43 Highway: Road Cut Permit with NIPSCO WO#51383-912 for Lowell Ckt Rebuild Utility Poles
 8.44 Highway: Utility Agreement with NIPSCO WO#50944-3 at Hendricks Pl. and 107th Lane
 8.45 Highway: Heritage Research Group Service Agreement for Future CCMG-Roads in the amount of \$11,500.00

Order #14 Agenda #8.46

In the Matter of Action To Form Contracts: 8.46 Recorder: Fidler Contract Extension & Addendum for Property Fraud Alert, Honor Rewards, and eRecording service in the total amount of \$41,960.00.

Allen made a motion, seconded by Tippy, to approve 8.46, Fidler Contract Extension & Addendum for Property Fraud Alert, Honor Rewards, and eRecording service in the total amount of \$41,960.00 on behalf of Recorder. Motion carried 3-0.

Order #15 Agenda #8.47

In the Matter of Action To Form Contracts: 8.47 Building Dept.: Award and Contract with The Hill Group, lowest quote, for the Electric Fire Pump Replacement in the amount of \$73,500. (FE Moran, Inc. \$80,400).

Allen made a motion, seconded by Tippy, to approve award and contract with The Hill Group as the lowest quote for the Electric Fire Pump Replacement in the amount of \$73,500 on behalf of Building Department. Motion carried 3-0.

Order #16 Agenda #8.48

In the Matter of Action To Form Contracts: 8.48 ADDITION: Hammond Courthouse: Award and contract with Gariup Construction for handrail repairs in the amount of \$24,890.00. Gariup will replace all thirty (30) base plates and hardware, remove existing 4" of steel pipe and replace with new at each base plate and repaint existing railing. (Two other quotes were received from The Pangere Corporation in the amount of \$27,975.00 and Hasse Construction Company, Inc. in the amount of \$29,000.00).

Allen made a motion, seconded by Tippy, to approve award and contract with Gariup Construction, low bidder, for handrail repairs in the amount of \$24,890.00, Gariup will replace all thirty (30) base plates and hardware, remove existing 4" of steel pipe and replace with new at each base plate and repaint existing railing for Hammond Courthouse. Motion carried 3-0.

Order #17 Agenda #9.1-9.4

In the Matter of Action And/Or Reports On County Owned Property: 9.1 – 9.4 Sheriff: listed below.

Allen made a motion, seconded by Tippy, to approve 9.1, 9.2, 9.3 and 9.4, on behalf of Sheriff, listed below.
 9.1 Sheriff: Permission to Destroy Lake County Police Department Owned Handgun (Glock 21 Gen 4, 45 caliber handgun; bearing serial #BGBK114)
 9.2 Sheriff: Approval to trade-in a Lake County Police Department Owned Handgun for cash value (Glock 22, (40 caliber) serial #FYK850; with Kieslers Police Supply)
 9.3 Sheriff: Approval to trade-in a Lake County Police Department Owned Handgun for cash value (Glock 22, (40 caliber) serial #FYK850; with Kieslers Police Supply)
 9.4 Sheriff: Permission to Destroy Obsolete/Unrepairable Kitchen Asset Items as listed in attachment

Order #18 Agenda #10.1-10.4

In the Matter of Action On Commissioners' Items: 10.1 Notice of Public Hearing – C.D.B.G Funding for Fiscal Year 2024; 10.2 2024-2027 Capital Improvement Plan; 10.3 Poor Relief Appeal Decisions on May 2, 2024; 10.4 E-911: Technology Consultant: Neither of the companies listed below were responsive to the process, so we would prefer to move forward in a capacity – Mission Critical Partners; TSSI.

Allen made a motion, seconded by Tippy, to approve agenda items 10.1 – 10.4, Notice of Public Hearing – C.D.B.G Funding for Fiscal Year 2024; 10.2 2024-2027 Capital Improvement Plan, to be advertised, Public Hearing to be held June 12, 2024, Poor Relief Appeal Decisions on May 2, 2024, listed below, and ordered same to approve on behalf of E-911 request to move forward in a capacity where neither of the companies listed below were responsive to the process, submissions from Mission Critical Partners and TSSI. (10.4 Fech spoke, stated that the Department would like to seek the open market to obtain professional services). Motion carried 3-0.

Poor Relief Decisions

Jrenell Anderson Approved in part
 Richard Johnson Approved in part

Order #18 Agenda #10.1-10.4 cont'd

Edward Matthews Approved {less than 10%}
 James Crossley Approved {less 10%}
 Dalvin Owens Denied

Order #19 Agenda #11.1-11.5

In the Matter of Council Items: 11.1 – 11.4 Council: Ordinance(s): listed below; 11.5 Council: Interlocal Agreement: listed below.

Allen made a motion, seconded by Tippy, to approve 11.1 – 11.5 on behalf of Council, Ordinances submitted and adopted, listed below. Motion carried 3-0.

11.1 Ordinance 1495A Establishing the Lake County Adult Community Corrections (LCACC) Department's COVID Detection and Confinement Grant Fund, a Non-Reverting Fund.

11.2 Ordinance 1495B Establishing the Lake County Adult Community Corrections (LCACC) Department's Supporting Addiction-Free Environments (SAFE) Grant Fund, a Non-Reverting Fund.

11.3 Ordinance 1488-7 Amending the Lake County 2024 Salary Ordinance, Ordinance No. 1488N, eliminating a position and establishing pay increases in the Lake County Clerk's Office Department-1001 General Fund.

11.4 Ordinance 1492E-1 An Ordinance of the County Council of Lake County, Indiana, amending and restating Ordinance No. 1492E and authorizing the issuance and sale of bonds of the county and, if necessary, bond anticipation notes, for the purpose of providing funds to be applied to the cost of construction of additions and improvements to the sewage works system of Lake County, Indiana, together with all related improvements, equipment and incidental expenses in connection therewith and on account of the issuance of bonds therefor.

11.5 Interlocal Agreement by and between Lake County, Indiana and the City of East Chicago Concerning the Distribution of Certain Local Public Health Revenues

Order #20 Agenda #12.1-12.3

In the Matter of State Board Of Accounts Items: 12.1 Auditor: LC 265 4/18/24 TO 5/15/24; HAND CUTS 4/18/24 TO 5/15/24; LC 130 5/15/24; 12.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 4-22-2024; 12.3 Economic Development: Accounts Payable Voucher Register.

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

12.1 Auditor: LC 265 4/18/24 TO 5/15/24; HAND CUTS 4/18/24 TO 5/15/24; LC 130 5/15/24;

12.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 4-22-2024;

12.3 Economic Development: Accounts Payable Voucher Register.

Order #21 Agenda #13.1-13.2

In the Matter of Action On Bonds/Insurance: 13.1 Highway: Certificate of Insurance Up-Date; 13.2 Certificate of Insurance for Debo's Towing and Garage LLC.

Allen made a motion, seconded by Tippy, to approve 13.1-13.2, Certificate of Insurance Up-Date submitted by Highway and Certificate of Insurance for Debo's Towing and Garage LLC. Motion carried 3-0.

Order #22 Agenda #14.1

In the Matter of Responsible Bidder Applications: 14.1 Gluth Brothers.

Allen made a motion, seconded by Tippy, to approve responsible bidder application by Gluth Brothers. Motion carried 3-0.

Order #23 Agenda #15.1-15.2

In the Matter of Staff Reports: 15.1 Weights & Measures: Monthly Report 3/16/2024 - 4/15/2024; 15.2 Treasurer: Monthly Report: Month ending March 31, 2024.

Allen made a motion, seconded by Tippy, to approve 15.1 and 15.2, Staff Reports, submitted by Weights & Measures Monthly Report for 3/16/2024 – 4/15/2024 and Monthly Report from Treasurer for Month ending March 31, 2024. Motion carried 3-0.

Order #24 Agenda #16.1

In the Matter of Other/Matters Of Public Record: 16.1 Sheriff: Contract with Jennifer Stone, MHNP, for full-time Mental Health Nurse Practitioner services for inmates in the LC Jail from 06/10/24 through 12/31/25. Annual rate of \$165,850 per year, payable at the rate of \$3,189.43 per work week.

Allen made a motion, seconded by Tippy, to make a matter of public record agenda item 16.1, Contract with Jennifer Stone, MHNP, for full-time Mental Health Nurse Practitioner services for inmates in the LC Jail from 06/10/24 through 12/31/25. Annual rate of \$165,850 per year, payable at the rate of \$3,189.43 per work week for Lake County Sheriff. Motion carried 3-0.

Order #25 Agenda #3.1

In the Matter of Public Opening Of Vendor Responses To Requests For Bids and Quotes: 3.1 Replacement of Lake County Bridge 50, 153rd Avenue over Lake Dalecarlia.

This being the day, time and place for the receiving of bids for Replacement of Lake County Bridge 50, 153rd Avenue over Lake Dalecarlia for Highway Department, the following bids were received:

- | | |
|-------------------------------------|----------------|
| 1. Ellas Construction Co., Inc. | \$1,179,316.90 |
| 2. Milestone Contractors North, LLC | \$1,079,814.85 |
| 3. Gariup Construction Co., Inc. | \$1,547,500.00 |

Allen made a motion, seconded by Tippy, to take the above mentioned bids under advisement for further tabulation and recommendation, Highway Engineer present/spoke recommended the bids be taken under advisement for further review. Motion carried 3-0.

Order #26 Agenda #3.2

In the Matter of Public Opening Of Vendor Responses To Requests For Bids and Quotes: 3.2 Update and Rewrite the County's Emergency Operations Plan.

This being the day, time and place for the receiving of proposals for Update and Rewrite the County's Emergency Operations Plan for Emergency Management Department, the following proposals were received:

- 1. CB Burke Engineering \$7,513.00 Hazard specific annex as an option / \$120,641.00per annex Base with 10annex's
- 2. Integrated Solution \$64,750.00 Base
- 3. Amereco, Inc. \$48,750.00 Base

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

Order #27 Agenda #17

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

Comes now, before the Board of Commissioners, Gerry Scheub of Crown Point, spoke with public comment on the topic of a Contract/Bid that was previously awarded/approved by the Board of Commissioners, Mr. Scheub asked questions about State/County Bid Forms and Notary requirements related to the bid process for acceptance and rejection, the President of the Board expressed to Mr. Scheub that this portion of the meeting is public comment and not question and answer, Mr. Scheub continued to speak expressed his thoughts, views and opinions on the approval of that Contract.

Comes now, President Repay, asked if there was anyone else from the Public wishing to speak, asked if any Elected Officials present wished to speak or Commissioners wishing to speak, there were no other comments.

The next Board of Commissioners Regular Meeting will be held on Wednesday, June 12, 2024 at 10:00 A.M.

The next Board of Commissioners Special Meeting will be held on Wednesday, June 5, 2024 at 11:30 A.M.

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

The following officials were Present:
Attorney Matthew Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

PEGGY H. KATONA, LAKE COUNTY AUDITOR