

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

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

A courtesy copy of the agenda and notice of this meeting was faxed by Matthew Cruz to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 25th day of October, 2019 at about 3:25 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 25th day of October, 2019 at about 3:25 p.m.

Order #1 Agenda #1f

In the Matter of Opening of Meeting: f. 1) Certificate of Service of Meeting Notice; 2) Additions, deletions and corrections; 3) Approval of final Agenda to be incorporated into official minutes.

Allen made a motion, seconded by Tippy, to approve the following Additions and corrections as read aloud by Attorney Fech and approve the Agenda as amended as presented by the County Attorney. Motion carried 3-0.

1. Additions To The Agenda After Its Publication
 - a. Item 15A – Commissioners: Renovations to the Gary Courthouse. Bids to be returned by 9:30am on Wednesday, December 4, 2019 to the Auditor's Office
 - b. Item 6E – Commissioners: Change Order #40 with Hasse Construction for ceiling masonry in the additional amount \$8,657.00
 - c. Item 5YY – Assessor: Purchase of Trial Prep for real estate tax assessment litigation from American Valuation Group, Inc. in the amount of \$18,734.40
 - d. Item 5ZZ – Highway: Extension of Professional Services Contract with Terrance J. Boronowski with the same terms, conditions and costs for 2019 for the calendar year 2020
 - e. Item 5AAA – Commissioners: Recommendation to select Gary Material Supply, LLC for the demolition of two properties in the total amount of \$17,200 (Other proposal from Actin Contracting in the total amount of \$28,575)
2. Corrections To The Agenda After Its Publication
 - a. Item 5TT – Calumet Township Assessor: Amount should read \$3800 not \$4,380.00

Order #2 Agenda #1f5a

In the Matter of Opening of Meeting: f) (5) Confirmation of Executive Session: a. Notice of Executive Session Scheduled for November 6, 2019 at 11:00 am.

Notice of Executive Session Scheduled for November 6, 2019 at 11:00 am – confirmed. NAT.

Order #3 Agenda #4a-b

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: a-b.

Allen made a motion, seconded by Tippy, to approve the seeking of proposals on behalf of Lake County Fairgrounds for the following for the return of proposals to the Auditor's Office by 9:30am on Wednesday, December 4, 2019. Motion carried 3-0.

- a) Fairgrounds: 2020 Waste Hauling Services from Republic Services, Waste Management and Star/Homewood Disposal. Proposals are to be returned to the Auditor's Office by 9:30 am on Wednesday, December 4, 2019
- b) Fairgrounds: 2020 Portable Restroom Services from Service Sanitation, Johnny on the spot and Drop Zone. Proposals are to be returned to the Auditor's Office by 9:30 am on Wednesday, December 4, 2019

Order #4 Agenda #5a-o

In the Matter of Action to Form Contracts: Sheriff: listed below a-o.

Tippy made a motion, seconded by Allen, to approve action to form contracts on the behalf of the Lake County Sheriff in the following agenda items 5a-5o. Motion carried 3-0.

- a) Sheriff: Purchase of Psychological Testing from Clinical Psychology Center in the amount of \$7,400.00
- b) Sheriff: Purchase of car printers from CDW Government in the amount of \$8,388.00
- c) Sheriff: Purchase of Inmate Mattresses from Victory Supply in the amount of \$6,992.30 or \$99.89 each (Other proposals from Bob Barker at 129.58 each and Norix Group at 178.80 each)
- d) Sheriff: Purchase of pre-employment testing from Franciscan St. Margaret's Health in the total amount of \$7,950.00
- e) Sheriff: purchase of Tactical Vests from TK Armor Systems in the amount of \$7,932.00 (Other proposals from Star Uniform \$9,360.00 and Galls \$10,740.00)
- f) Sheriff: Purchase of copiers from Gateway Business Systems in the total amount of \$6,309.00 (Other proposals from Tib Office \$6,839.00 and The Copy Image \$7,252.00)
- g) Sheriff: Purchase of Armbands from Pinnacle Technologies in the amount \$3,400.00
- h) Sheriff: Purchase of Inmate Uniforms from Victory Supply in the total amount of \$11,970.00 (Other proposal from Bob Barker \$13,700.28)
- i) Sheriff: Purchase Psychology Exams from Alan Friedman PHD in the amount of \$8,474.86
- j) Sheriff: Purchase of Polygraph Exams from Alert Professional in the amount of \$5,775.00
- k) Sheriff: Purchase of Vehicle Parts for repair from Bosak Motor Sales in the amount of \$2,654.59
- l) Sheriff: Purchase of Inmate Testing from St. Catherine's Hospital in the amount of \$11,531.95
- m) Sheriff: Purchase of Office 2019 Software from Chester, Inc. in the total amount of \$4,755.00
- n) Sheriff: Purchase of Shower Curtains from Derby, Inc. in the amount of \$4,258.00
- o) Sheriff: Purchase of laptops from Electronic Strategies in the total amount of \$14,232.00

Order #5 Agenda #5p

In the Matter of Action to Form Contracts: p) Animal Control: Purchase of X-rays from Coyne Veterinary Center in the total amount of \$2,607.34.

Order #5 Agenda #5p cont'd

Allen made a motion, seconded by Tippy, to approve the purchase of X-rays from Coyne Veterinary Center on behalf of Animal Control in the amount of \$2,607.34. Motion carried 3-0.

Order #6 Agenda #5q

In the Matter of Action to Form Contracts: q) Auditor: Recommendation to award Crowe, LLP with the contract for the transition to GAAP in the total amount of \$360,000.00 (Other proposal from RSM at \$367,000).

The Board having previously taken the above mentioned proposals under advisement does hereby accept the recommendation of the Lake County Auditor to award **Crowe, LLP** the contract for the transition to GAAP Accounting Services in the total amount of \$360,000.00 being the lower of two proposals submitted, upon a motion made by Allen, seconded by Tippy. Motion carried 3-0.

Letter of Recommendation

Mike Repay, President
Lake County Commissioner
2293 N Main Street
Crown Point, IN 46307

Re: Lake County Auditor GAAP Proposal

Commissioner President Repay;

My Office has received two proposals for the Accrual Accounting Systems (GAAP) from Crowe, LLP and RSM, LLP.

	<u>Crowe</u>	<u>RSM</u>
FY 2019	\$230,000	\$197,000
FY 2020	\$ 65,000	\$ 95,000
FY 2021	\$ 65,000	\$ 75,000
Total	\$360,000	\$367,000

It is my recommendation to enter into a contract with Crowe, LLC. Crowe, LLP is headquartered in South Bend, Indiana, providing services to multiple Indiana Counties and other Indiana Governmental Entities.

I appreciate your consideration of this request.

Regards,

John E. Petalas,
Lake County Auditor

JP/og

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Kyle Allen, Sr.
Michael Repay
Jerry Tippy

APPROVED THIS 6TH DAY OF November, 20 19

CONSULTING CONTRACT

THIS AGREEMENT, entered into this 6th day of November, 2019 effective from January 1, 2020 to and including December 31, 2020 by and between CROWE LLP, (hereinafter called "Consultant") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE ON BEHALF OF THE LAKE COUNTY AUDITOR (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services designated in this contract.
2. **Scope of Service.** The Consultant shall do, perform, and carry out in a good and professional manner the services for the County, specifically the Consultant shall:
 - A. Consultant shall provide GAAP Accounting services in connection with the state requirement to implement GAAP financial statements for Lake County for the year ended December 31, 2019, 2020 and 2021. Crowe LLP document dated October 6, 2019 shall be incorporated herein.
 - B. Consultant shall conduct an Entrance Conference. Critical to any engagement is a mutual understanding of the objectives of the project and the expected outcomes prior to the beginning of work. Coordinate the project timing, including scheduled meetings, communication protocol and deliverable due dates.
 - C. Consultant shall determine project tasks and scope in conjunction with Lake County communicating the scope of work to all stakeholders.
 - D. Consultant shall establish a Project Work Plan. The government consulting projects shall include client validation of information and feedback from the project stakeholders. The importance of communication to the success of a project cannot be overstated. Therefore, a detailed work plan shall be developed documenting project deadlines and milestones, the stakeholders involved in the creation and support of this project and the communication protocol between stakeholders. The work plan, at a minimum, shall:
 - * Establish planning and reporting standards.
 - * Formalize reporting templates (e.g., status, performance, etc.)
 - * Identify tracking tools (e.g., issues, requirements, budget, project documentation, etc.)
 - * Communicate the methodology for managing scope and resources.
 - * Outline the communication protocol and project activities.
 - E. Consultant shall devote such hours as are necessary to perform the service listed above.
 - F. Consultant shall exercise independent judgment to act in the best interest of the parties

represented.

- G. Consultant reports directly to the Board, Official and/or person represented.
- H. Consultant shall include the following detailed information on invoices:
- I. Indicate date of service.
 - II. Specify activities.
 - III. Indicate the time period of the day during which the work was performed, (i.e. 10:15 P.M. to 11:35 P.M.).
3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Consultant a sum not to exceed Three Hundred Sixty Thousand Dollars (\$360,000.00) for all services required herein as follows:
- A. Financial Reporting for 2019 not to exceed \$230,000.00.
 - B. Financial Reporting for 2020 not to exceed \$65,000.00.
 - C. Financial Reporting for 2021 not to exceed \$65,000.00.
- which shall include reimbursement for expenses incurred except that the County shall pay for any litigation expenses. Consultant agrees to complete the project and all services provided herein for an amount not to exceed this sum.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such charges, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement.** Either Party may terminate this agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Consultant 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.
8. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or

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documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

11. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Personnel.** The Consultant represents that he has, or will secure at his 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 the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
14. **Equal Opportunity and Affirmative Action.** The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
 - C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
 - F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement
15. **Miscellaneous Provisions.**

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- A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
- B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the County.
16. **Information Availability.**
- A. Information that is the property of Lake County shall be made available in accordance with the Indiana Open Records Law, I.C. 5-15-5.1-1 et seq.
- B. County recognizes and acknowledges that in the course of performing the services provided hereunder it may have access to certain confidential or proprietary information of Consultant and Consultant's business and computer operations. County hereby agrees that it will not, at any time during or after the term of this agreement disclose any such confidential or proprietary information to any person unless required by law or upon obtaining the prior written consent of Consultant.
17. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.
18. **E-Verification.**
- A. IC 22-5-1.7 Chapter 1.7. Public Contract Services, Business Entities; Unauthorized Aliens.
- B. IC 22-5-1.7.2 "Contractor" As used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. IC 22-5-1.7-3 "E-Verify program" As used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. IC 22-5-1.7-4 "Person" As used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. IC 22-5-1.7-5 "Political subdivision" As used in this chapter, "political subdivision" has the meaning set forth in IC 36-1-2-13.
- F. IC 22-5-1.7-6 "Public contract for services" As used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.
- G. IC 22-5-1.7-9 "Unauthorized alien" As used in this chapter, "unauthorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. IC 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
- (1) the public contract contains:
 - (A) a provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - (B) a provision that provides that a contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 - (2) the contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
 - (b) A state agency or political subdivision may not award a grant of more than one thousand dollars (\$1,000) to a business entity unless the business entity:
 - (1) signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 - (2) provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 - (3) signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien
- I. IC 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
- (1) does not knowingly employ or contract with an unauthorized alien; and
 - (2) has enrolled and is participating in the E-Verify program.
- J. Affidavit by Contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.
19. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

- 20. This contract cannot be assigned without the written consent of the County of Lake.
- 21. As an independent contractor, the vendor accepts all responsibility for all injuries and accidents that meet the definition of "reportable" as defined by OSHA. Further, the vendor shall report to IOSHA, via a first report, and list on the contractor's annual OSHA 300 Report, all accidents that occur while performing services for or to Lake County.

BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE
2293 NORTH MAIN STREET
CROWN POINT, IN 46307
(219) 755-3200

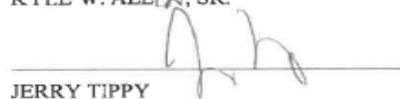
CROWE LLP
3815 RIVER CROSSING PARKWAY,
SUITE 300
POST OFFICE BOX 40977
INDIANAPOLIS, IN 46240-0977
(317) 569-8989 (OFFICE)
(317) 706-2660 (FAX)

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


MICHAEL REPAY

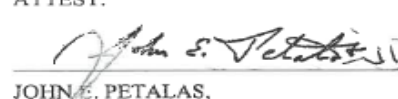

KYLE W. ALLEN, SR.


JERRY TIPPY

CONSULTANT


SCOTT R. NICKERSON, PARTNER

ATTEST:


JOHN E. PETALAS,
LAKE COUNTY AUDITOR

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Order #7 Agenda #5r

In the Matter of Action to Form Contracts: r) Circuit Court: Legal Services Agreement with Brian Smith in the amount of \$15,000 until December 31, 2019.

Allen made a motion, seconded by Tippy, approve the Legal Services Agreement between Brian Smith and Lake Circuit Court in the amount of \$15,000 until December 31, 2019. Motion carried 3-0.

Order #8 Agenda #5s-t

In the Matter of Action to Form Contracts: s) Juvenile Court: Purchase of iPads from Verizon Wireless in the total amount of \$15,860.38; t) Juvenile Court: Approve Contract with Indiana Sports and Family Medicine to provide medical care to residents for 2020 in the amount of \$35,000.00.

Comes now, Commissioner Allen, with question asking "did we do quotes or bids for the laptops" someone spoke from rear of room, Commissioner Allen, continued "iPads", Representative of Juvenile Court, came forward to address the Board regarding this matter stating, "yes we did, as far as I know, our bookkeeper took care of it, and when they purchase anything over a certain amount, we have to get a certain amount of quotes, and all of the funds came out of our Grant, so no County funds were used to get those iPads, it was all State funded", Commissioner Allen, replied, "fair enough", President Repay asked for clarity from Purchasing Agent and Matthew Cruz, brief discussion continued, Repay stated "proper protocol no matter where the funds come from" discussion ended, motion to approve by Allen stands, Tippy seconded the motion, approving the purchase of iPads from Verizon Wireless in the total amount of \$15,860.38 and ordered same to approve the Contract with Indiana Sports and Family Medicine to provide medical care to residents for 2020 in the amount of \$35,000.00 on behalf of Juvenile Court. Motion carried 3-0.

Order #9 Agenda #5u-bb

In the Matter of Action to Form Contracts: u-bb) Building Superintendent.

Tippy made a motion, seconded by Allen, to approve action to form contracts on behalf of the Building Superintendent for the following listed as agenda item 5u-5bb, no discussion. Motion carried 3-0.

- u) Building Superintendent: Boiler #1 repair at Juvenile from Gatlin Plumbing and Heating, Inc. in the amount of \$2,894.00
- v) Building Superintendent: Installation of Toilet from Gatlin Plumbing and Heating in the amount of \$2,950.00
- w) Building Superintendent: Letter of Recommendation to award Coleman Insulation with the replacement of pipe insulation at the Hammond Courthouse in the amount of \$1,096.00. (Other proposal from Brock Industrial Services \$2,020.00)
- x) Building Superintendent: Payment to Sneed Construction for Gary Courthouse Painting in the amount of \$10,250.00 (Other proposal from Northwest Environmental \$11,000.00)
- y) Building Superintendent: Letter of Recommendation to select State Line Fire Systems to provide a Fire System controller in the amount of \$3,250.00 (Other proposals from FE Moran \$3,850.00 and Peerless Midwest \$4,000.00)
- z) Building Superintendent: Letter of Recommendation to select Pulse Technology to provide Blinds/Shades for Commissioners' Office in the total amount of \$9,234.00 (Other proposals from HDW Commercial Interiors at \$11,713.24 and Studio Floor and Blinds at \$12,509.59)
- aa) Building Superintendent: Approve Vendor House Contracts with American Air Filter Company and PetroChoice Holdings
- bb) Building Superintendent: Purchase of 3 Building Automation Controllers from Johnson Controls in the total amount of \$12,234.00

Order #10 Agenda #5cc

In the Amount of Action to Form Contracts: cc) Public Defender: Purchase of DNA Case Review from Theodore Kisses in the amount of \$2,750.00.

Allen made a motion, seconded by Tippy, to approve the purchase of DNA case review from Theodore Kisses in the amount of \$2,750.00 on behalf of Lake County Public Defender. Motion carried 3-0.

Order #11 Agenda #5dd-ff

In the Matter of Action to Form Contracts: dd-ff) Coroner.

Allen made a motion, seconded by Tippy, to approve the following items based on Attorney Fech's request for Lake County Coroner present/spoke. Motion carried 3-0.

dd) Coroner: Contract with AXIS Technology for Forensic Toxicology for the period of January 1, 2020 to December 31, 2020 with a pricing schedule.

ee) Coroner: Contract with Landauer for Forensic Radiology Monitoring for the period of January 1, 2020 to December 31, 2020 with a pricing schedule.

ff) Coroner: Contract with National Medical Services for Forensic Toxicology for the period of January 1, 2020 to December 31, 2020 with a pricing schedule.

Order #12 Agenda #5gg-mm

In the Matter of Action to Form Contracts: gg-mm) Highway.

Comes now, Attorney Fech, before the Board of Commissioners with action to form contracts on behalf of Highway items 5gg-5mm, Commissioner Tippy questioned item 5ii, Highway Engineer present/spoke, Commissioner Allen spoke and requested the Board select Robinson Engineering to do the Consulting Engineering work for Bridge No. 243 rehabilitation in the form of a motion, Tippy seconded with a question, asking "we're awarding to Robinson and they are sub-contracted", Allen, intervened, "no, no they're not sub-contracted, the Structurepoint has the bulk of the engineering work on the project which is being funded by the Gary Sanitary District, Robinson is currently doing the topography, we have a Bridge along the route from 7th avenue to Lake Michigan, Duane has been in contact with the Sanitary District as ridge would be part of that process, Repay, continued, asking what are, are we re-building the bridge, like a full....Repay asked Duane to come up before the Board of Commissioners, Comes now, Duane Alverson, Highway Engineer, stating, "like Commissioner Allen said Bridge 243, Lake Street, it lies in that corridor that the City of Gary and through the Gary Sanitation District is redesigning, it's Lake Street over the Grand Calumet, it's an old arched bridge, it's in our bridge program inventory and it's programmed for rehabilitation and it's slated right now and #3priority, the first two priorities are already being taken care of", Repay continued, "so this is a full rehab bridge as we would any other bridge, it just so happens that it's the same area where the other work is being", Duane, replied, "that's correct and along with the rehab there will be, my conversations with the Gary Sanitary District and the Consultants, they'll reconfigure the debt gun there the lane widths and everything to accommodate a bike bath and pedestrians along with the traffic", Repay, continued, "I want to add, I think about often my travels on Broad Street in Griffith where the Bridge was done by one group and the roadway was done by another and I have to hit a bump every time and so does everybody else in the Town of Griffith", Tippy, with question, asking, "the Hart Street over Hart Ditch Bridge, we awarded it to Robinson and then they subcontracted the design to American Structurepoint, are they doing the same thing with this project?" Duane, commented, "the structural part of it, they did, yes", Duane, spoke to answer Tippy's question, stating, "I have not spoke with them yet (to find out if they (Robinson) will do the same thing)", Allen, spoke, "well I do know this, Robinson doesn't do structural work, that's probably why they subbed it out, as far as I know, no, the Bridge is just along the route of the rehabilitation of the street", Tippy, continued, "it seems to me that Bridge work is primarily structure work and that the lead engineering company should be the company that's doing the work on the actual bridge, doing the actual bridge design, so if Robinson doesn't do bridge design, to me it doesn't make sense to award them an engineering project to design a bridge, does that make sense or am I getting this wrong, explain to me", Repay, spoke, "it depends on how extensive the work is" Duane, commented, "in the past if there's a lot of approach work, other work other than structural work, other consultants have done it and they've contracted out to structural engineers to do that portion", Tippy, continued, "do we measure out the values and say, it's fifty percent or it's greater than fifty percent bridge design or less than fifty percent bridge design, I mean what if ninety percent of the cost is bridge design and we're hiring a company that doesn't do it and then they sub it out to somebody that does, to me that doesn't make any sense", Duane, replied, "I have not measured this bridge to determine what portion is structural and which is not", Tippy, continued, "okay, I'm going to go forward with this one, hopefully the contract amount would be not out of this world, but moving forward, I think we should measure those numbers and make the lead contractor be the one that's doing most of the work", Repay, spoke briefly and called out there was a motion and a seconded and an approval of 3-0 for 5ii. Motion carried 3-0.

Tippy made a motion, seconded by Allen, to approve L C Highway items in 5gg, hh, jj, kk, ll, mm, listed below. Motion carried 3-0.

gg) Highway: Purchase of 5 concrete drywells for 133rd Ave and State Line Road. From Lowell Concrete in the amount of \$3,192.75

hh) Highway: Approve Counter Offer for Parcel 207 on 45th Ave of \$47,967.00

ii) Highway: Select a Consulting Engineer to Provide Design Engineering Services for Lake County Bridge #243 Lake Street over Grand Calumet River – Robinson Engineering was selected

jj) Highway: Agreement for Pest Control Services for the year 2020 with Monroe Pest Control extending their prices form 2019

kk) Highway: Approve Local Roads and Bridges Matching Grant Agreement with INDOT for a total award of \$1,000,000

ll) Highway: Approve Day's Construction's request to extend their prices from 2019 through the year 2020

mm) Highway: Approve agreement for an Inkjet Care Pack Services from Clifford-Wald for a two year contract ending February 4, 2022 in the amount of \$1,278.00

Order #13 Agenda #5nn w/5oo & ADD #5yy

In the Matter of Action to Form Contracts: nn) Assessor: Purchase of Appraisal Services totaling \$4,800.00 with Integra Realty Resources; oo) Assessor: Contract renewal with Assessment Advisors for software in the amount of \$73,150.00; yy) Assessor: Purchase of Trial Prep for real estate tax assessment litigation from American Valuation Group Inc. in the amount of \$18,734.40.

Allen made a motion, seconded by Tippy, to approve agenda items 5nn, 5oo and 5yy on behalf of the Lake County Assessor approving purchase of appraisal services totaling \$4,800.00 with Integra Realty Resources, approve Contract renewal with Assessment Advisors for software in the amount of \$73,150.00, and approve purchase of trial prep for real estate tax assessment litigation from American Valuation Group, Inc. in the amount of \$18,734.40. Motion carried 3-0.

Order #14 Agenda #5pp

In the Matter of Action to Form Contracts: pp) Elections: Purchase of Copier from Gateway Business Systems in the amount of \$11,791.00 (Other proposals from Pulse Technology \$24,148 and Impact Solution \$14,500).

Allen made a motion, seconded by Tippy, to approve the purchase of a copier from the low bidder of Gateway Business Systems in the amount of \$11,791.00 on behalf of Lake County Elections Department. Motion carried 3-0.

Order #15 Agenda #5qq-ss

In the Matter of Action to Form Contracts: qq) Data Processing: Contract with Tri-Electronics for Security Camera Servicing in the amount of \$1,950.00 for 2020; rr) Data Processing: Contract with Tri-Electronics for maintenance of their security equipment in an amount not to exceed \$2,064.00 for 2020; ss) Data Processing: Service Agreement with CourtView Justice System for software support and maintenance for 2020 in the amount of \$83,313.00.

Allen made a motion, seconded by Tippy, to approve agenda items 5qq, rr and ss, the following contracts, on behalf of Data Processing Department. Motion carried 3-0.

qq) Data Processing: Contract with Tri-Electronics for Security Camera Servicing in the amount of \$1,950.00 for 2020
rr) Data Processing: Contract with Tri-Electronics for maintenance of their security equipment in an amount not to exceed \$2,064.00 for 2020
ss) Data Processing: Service Agreement with CourtView Justice System for software support and maintenance for 2020 in the amount of \$83,313.00. (SEE FILE "2019 CONTRACTS" AND "INDIANA GATEWAY ONLINE" FOR AGREEMENT)

Order #16 Agenda #5tt

In the Matter of Action to Form Contracts: tt) Calumet Township: Snow Removal Agreement with Lubrifleet Powerwash until April 30, 2020 at the cost of \$380.00 per push for 501 East 5th Ave. Gary, IN.

Allen made a motion, seconded by Tippy, to approve Snow Removal Agreement with Lubrifleet Powerwash until April 30, 2020 at the cost of \$380.00 per push for 501 East 5th Ave. Gary, IN on behalf of Calumet Township Assessor. Motion carried 3-0.

Order #17 Agenda #5uu-vv

In the Matter of Action to Form Contracts: uu) Commissioners: Vendor House Account Contract with James Duncan and Associates; vv) Commissioners: Approve Contract with Actin, Inc. for demolition of 3 properties in the total amount of \$9,200.00.

Allen made a motion to approve, Tippy seconded with discussion, asking, "is that the Plan Commission Contract" (referring to item 5uu), discussion continued, discussion determined to skip approval of this item.

Allen made a motion, seconded by Tippy, to approve agenda item 5vv, approval of Contract between Lake County Commissioners and Actin, Inc. for demolition of three (3) properties in the total amount of \$9,200.00. Motion carried 3-0.

Order #18 Agenda #5ww

In the Matter of Action to Form Contracts: ww) Center Township Assessor: Recommendation to select Gateway Business Systems to provide a new copier in the amount of \$4,387.00 (Other proposals from Impact \$4,490.00 and Pulse \$6,610.00).

Allen made a motion, seconded by Tippy, to approve agenda item 5ww, approve Gateway Business Systems with \$4,387.00 to provide a new copier on behalf of Center Township Assessor, being the low of three quotes. Motion carried 3-0.

Order #19 Agenda #5xx

In the Matter of Action to Form Contracts: xx) E911: Purchase of Headsets from Think Tank in the total amount of \$843.45.

Allen made a motion, seconded by Tippy, to approve the purchase of headsets from Think Tank in the total amount of \$843.45 on behalf of Lake County E911. Motion carried 3-0.

Order #20 ADD Agenda #5zz

In the Matter of Action to Form Contracts: zz) Highway: Extension of Professional Services Contract with Terrance J. Boronowski with the same terms, conditions, and costs from 2019 for the calendar year 2020.

Allen made a motion, seconded by Tippy with discussion, to approve extension of Professional Services Contract with Terrance J. Boronowski on behalf of Highway Department with the same terms, conditions and costs from 2019 for the calendar year 2020, discussion began, Tippy asked what does Mr. Boronowski do for the Highway, response, Certified Public Accountant Services (CPA). Motion carried 3-0.

Order #21 ADD Agenda #5aaa

In the Matter of Action to Form Contracts: aaa) Commissioners: Recommendations to select Gary Material Supply, LLC for the demolition of two properties in the total amount of \$17,200 (Other proposal from Actin Contracting in the total amount of \$28,575).

Allen made a motion, seconded by Tippy, to award the contract to Gary Material Supply, LLC, the lowest most responsive bidder, as recommended, for the demolition of two (2) properties in the total amount of \$17,200. Motion carried 3-0.

Order #22 Re-Visit Agenda #5uu

In the Matter of Action to Form Contracts: uu) Commissioners: Vendor House Account Contract with James Duncan and Associates.

Tippy made a motion to defer, Allen seconded the motion. Motion carried 3-0.

Order #23 Agenda #6a-d ADD Agenda #6e

In the Matter of Action to Modify Existing Contracts: a) Commissioners: Change Order #41 with Hasse Construction for new wall and door in the additional amount of \$9,031.00; b) Commissioners: Change Order #42 with Hasse Construction for Additional Supply Air Diffusers in the addition amount of \$7,436.00; c) Commissioners: Change Order #43 with Hasse Construction to paint door frames and CMU Walls in the additional amount of \$14,595; d) Commissioners: Change Order #4 #5 and #6 with Hasse Construction in the total amount of \$61,215.60 for additional repairs and electric work; e) Commissioners: Change Order #40 with Hasse Construction for ceiling masonry in the additional amount of \$8,657.00.

Allen made a motion, seconded by Tippy, to approve agenda item 6a-6d the following Change Orders with Hasse Construction for Lake County Commissioners. Motion carried 3-0.

Tippy made a motion, seconded by Allen, to approve additions agenda item 6e the following Change Order with Hasse Construction for Lake County Commissioners. Motion carried 3-0.

- a) Commissioners: Change Order #41 with Hasse Construction for new wall and door in the additional amount of \$9,031.00
- b) Commissioners: Change Order #42 with Hasse Construction for Additional Supply Air Diffusers in the addition amount of \$7,436.00
- c) Commissioners: Change Order #43 with Hasse Construction to paint door frames and CMU Walls in the additional amount of \$14,595
- d) Commissioners: Change Order #4 #5 and #6 with Hasse Construction in the total amount of \$61,215.60 for additional repairs and electric work
- e) Commissioners: Change Order #40 with Hasse Construction for ceiling masonry in the additional amount of \$8,657.00

Order #24 Agenda #7a-c

In the Matter of Action And/Or Reports on County Owned Property: a) Commissioners: Disposal of damaged office equipment from Hammond Courthouse; b) Treasurer: Disposal of twelve (12) Metal Chairs; c) Superior Court: Disposal of three (3) chairs.

Allen made a motion, seconded by Tippy, to approve agenda item 7a-c disposal requests for the following departments. Motion carried 3-0.

- a) Commissioners: Disposal of damaged office equipment from Hammond Courthouse
- b) Treasurer: Disposal of twelve (12) Metal Chairs
- c) Superior Court: Disposal of three (3) chairs

Order #25 Agenda #8a-b

In the Matter of Action on Commissioners' Items: a) EMA: Accept State Homeland Security Grant Program Award in the amount of \$145,951.62; b) EMA: Accept State Homeland Security Grant Program Award in the amount of \$15,000.00.

Allen made a motion, seconded by Tippy, approve the acceptance of State Homeland Security Grant Program Award in the amount of \$145,951.62 and approve the acceptance of State Homeland Security Grant Program Award in the amount of \$15,000.00 on behalf of Lake County Emergency Management Agency, Commissioner Repay and Board Members spoke in recognition to congratulate Paul and Department on award. Motion carried 3-0.

Order #26 Agenda #8c-d

IN the Matter of Action on Commissioners' Items: c) Highway: Approve Road Cut Permit for North W 91st St.; d) Highway: Approve County Utility Agreement with Verizon Access Transmission for W 91st Ave. in Schererville.

Allen made a motion, seconded by Tippy, to approve item 8c-8d on behalf of Highway, approving Road Cut Permit for North W 91st St. and County Utility Agreement with Verizon Access Transmission for W 91st Ave. in Schererville. Motion carried 3-0.

ROAD CUT PERMIT**PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY**

Applicant: Tenika Walker
 LTS Managed Technical Services LLC
 723 N. Calkins Ave
 Elmhurst, IL 60126
 PH: 312-248-2551
 Email: tenika.walker@ledcor.com

DATE 6/5/2019

Upon filing a Bond or a Certificate of Insurance acceptable and approved by the Board of County Commissioners for the amount of \$1,000,000.00 furnished by LTS Managed Technical Services LLC in behalf of the applicant. Permission is hereby granted to

Project Description: Place (2) 2.5'x5' HH; New UG Placement 2,170' of 1-2" HDPE

Location: W 91st Ave (nearest cross streets: Colfax, Calhoun Pl, and Burr St)

in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

1. Paved surface to be cut on a smooth edge. Cut is to be 12" wider than the proposed trench so as to hold 6" shoulder on both sides of trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana # 73 or equivalent.
3. 10" of compacted aggregate to be placed 12" wider than paved surface on both sides. Aggregate to be in accordance with the most recent State Highway Specifications.
4. 6" of bituminous material laid and rolled so as to give a smooth continuous surface. Bituminous material to be in accordance with the most recent Indiana State Highway Specifications.
5. All safety precautionary measures to be used in accordance with standard practice during construction period.

Applicant shall in no case have the road closed for more than an (8) hour period. Contractor is to notify the Lake County Highway Engineer or his appointed representative 24 hours in advance of the cutting of the road. Also notification is to be given to all emergency services (police, fire, ambulances and schools etc.) 24 hours in advance. While project is going on, flagman, barricades and flashers to be maintained so as to keep the traveling public safe and free from harm. The completion of the project must meet the approval of the Lake County Highway Engineer.

Recommended by:

 10/23/2019

Lake County Highway Department

Approved by:



Lake County Board of Commissioners

Order #27 ADD Agenda #15A

In the Matter of Other: A) Commissioners: Renovations to the Gary Courthouse. Bids to be returned by 9:30am on Wednesday, December 4, 2019 to the Auditor's Office.

Allen made a motion, seconded by Tippy, to approve additions agenda item 15A, the advertising of specifications for request for bids for Renovations to the Gary Courthouse for the return of bids by 930am on Wednesday, December 4, 2019 to the Auditor's Office. Motion carried 3-0.

Order #28 Agenda #9a

In the Matter of Public Hearing: a) Notice for Public Hearing on the Assignment of Commissioner Owned Tax Sale Certificates to Exempt Nonprofit Organizations to be held on November 20, 2019 at 10:00 am.

Allen made a motion, seconded by Tippy, to approve agenda item 9a, approving the advertising of Notice for Public Hearing on the Assignment of Commissioner Owned Tax Sale Certificates to Exempt Nonprofit Organizations to be held on November 20, 2019 at 10:00 am. Motion carried 3-0.

Order #29 Agenda #10a-f

In the Matter of State Board of Accounts Items: a-f) Various Departments (listed below).

Allen made a motion, seconded by Tippy, to approve agenda item 10a-f as listed below for various departments. Motion carried 3-0.

- a) Economic Development: Accounts Payable Voucher until October 30, 2019
- b) Weights and Measures: Monthly Report
- c) Treasurer: Monthly Report
- d) Auditor: LC 265 October 17th to November 6th
- e) Auditor: October 17th to November 6th
- f) Auditor: Hand Cuts October 17th to November 6th

Order #30 Agenda #11a-b

In the Matter of Actions on Bonds/Insurance: a) Plan Commission: Bond Release and Resolution for The Oaks as Winding Creek; b) Highway: Update Certificates of Insurance.

Allen made a motion, seconded by Tippy, to approve the Bond Release and Resolution for The Oaks as Winding Creek and approve on behalf of Highway the update Certificates of Insurance. Motion carried 3-0.

RELEASE

WHEREAS, Christopher and Katie Koerner had on June 20, 2018 filed a **PERFORMANCE BOND** in the form of an **Irrevocable Letter of Credit Number 94, issued by CNB Bank & Trust**, in the amount of **Fourteen Thousand Five Hundred Ten Dollars and no/100 (\$14,510.00)** for **The Oaks at Winding Creek**.

The Board of Commissioners of the County of Lake does hereby release the **PERFORMANCE BOND** in the amount of **Fourteen Thousand Five Hundred Ten Dollars and no/100 (\$14,510.00)**

Dated 6th DAY OF November, 2019

BOARD OF COMMISSIONERS, COUNTY OF LAKE
 MICHAEL REPAY, PRESIDENT

KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

JOHN PETALAS, AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – The Oaks at Winding Creek

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for the Oaks at Winding Creek.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

Dated 6th DAY OF November, 2019

BOARD OF COMMISSIONERS, COUNTY OF LAKE
MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

Order #31 Agenda #12a-q

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

Allen made a motion, seconded by Tippy, to approve agenda item 12a-q, approving the Vendor Qualification Affidavits And/Or Responsible Bidder Applications. Motion carried 3-0.

- a) Health: Macgill & Co.
- b) Prosecutor: VASIA Guardianship Services
- c) Commissioners: Coleman Insulation
- d) Commissioners: Hurricanes Youth Basketball
- e) Commissioners: YWCA of Northwest Indiana

Order #31 Agenda #12a-q cont'd

- f) Commissioners: G.E. Marshall
- g) Sheriff: MOD Armory
- h) Sheriff: TEK84
- i) Sheriff: OVC LLC
- j) Sheriff: 10-8 Technology
- k) Sheriff: BK Technology
- l) Building Superintendent: American Air Filter Company
- m) Building Superintendent: PetroChoice Holdings
- n) Community Development: The Indiana Plan for Equal Employment
- o) Community Development: Christine A Garcia
- p) Highway: Ronson Equipment Company
- q) Parks: Truebite, Inc.

Order #32 Agenda #13a-g

In the Matter of Grant Payments to Vendors: Listed a-g.

Allen made a motion, seconded by Tippy, to approve Grant Payments to Vendors, agenda item 13a-g as follows. Motion carried 3-0.

- a) Commissioners: Payment to FE Moran for site visit in the amount of \$510.00
- b) Commissioners: Payment to Bill's Movers for the Commissioners' Office Move in the amount of \$6,435.00
- c) Commissioners: Payment to Bill's Movers for the Commissioners' Office Move in the amount of \$8,145.00
- d) Commissioners: Payment to Bill's Movers for the Commissioners' Office Move in the amount of \$6,267.00
- e) Commissioners: Payment of \$13,937.08 for equipment installed at the main campus from Studio Floors and Blinds
- f) Commissioners: Payment of \$3,825.00 for work performed at the main campus by Northwest Indiana Environmental
- g) Highway: Payment of \$7,121.40 to Credent Quality for work performed at the Lowell Garage

Order #33 Agenda #14

In the Matter of Staff Reports

None.

Order #34 Agenda #16

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

Comes now, Commissioner Repay, with comments, stating the Congressman announced that he's retiring and two individuals announced that they're running for his Office, comments continued someone said there's now three.

Order #35 Agenda #17

In the Matter of Adjournment

Board of Commissioners meeting to be held December 4, 2019 has a scheduling conflict, Board Members have business in Indianapolis.

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

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

The following officials were Present:
Attorney Fech

MICHAEL REPAY, PRESIDENT

absent
KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR