

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:

The Pledge was given, there was moment of Silence Roll Call and Emergency Exit announcement was made.

A courtesy copy of the agenda and notice of this meeting was emailed 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 19th day of April 2022 at about 10:51 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19th day of April, 2022 at about 10:51 a.m.

Public Virtual Conference: WebEx Meeting ID: 263 225 49360 Password: commissioners

Order #1 Agenda #3

In the Matter of Additions, Deletions, Corrections: 3.1 ADDITIONS: COMMISSIONERS: Contract with Professional Claims Management, Inc. for Claim Services from April 1, 2022 through August 31, 2022; 3.2 ADDITION: BUILDING SUPERINTENDENT: Award and Contract with Preferred Window and Door, lowest and most responsive bidder, for Entrance Repair to the Gary Courthouse in the amount of \$6,959.37 (Lazzaro \$20,675.00).

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

3.1 ADDITIONS: COMMISSIONERS: Contract with Professional Claims Management, Inc. for Claim Services from April 1, 2022 through August 31, 2022

3.2 ADDITION: BUILDING SUPERINTENDENT: Award and Contract with Preferred Window and Door, lowest and most responsive bidder, for Entrance Repair to the Gary Courthouse in the amount of \$6,959.37 (Lazzaro \$20,675.00)

Order #2 Agenda #5

In the Matter of Public Opening of Vendor Responses To Requests For Bids and Quotes: 5.1 – 5.4: listed below.

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

5.1 Upfitting Marked Police Interceptor Vehicles

5.2 Upfitting Unmarked Police Interceptor Vehicles

5.3 Paint on the 2022 Police Utility Vehicles (Patrol)

5.4 Moving of the Voting Machines for Primary Election 2022

Order #3 Agenda #12.2

In the Matter of Action on Commissioners' Items: 12.2 Flag Retirement.

Comes now, President Repay, introduced the new Veterans Service Officer for Lake County, Mr. Jason Gootee, and formally announced a program that's by NAACO as well as The Association of Indiana Counties for Flag Retirement procedure, if you have a flag that is no longer in great condition and should be retired, there will a display in the vestibule at the Lake County Government Center a special bin where the Citizens of Lake County can bring their flags, located in the "A" Building of the Government Center, Veteran's Service Office Mr. Jason Gootee, whom present, will oversee the program.

Order #4 Agenda #6

In the Matter of Approval of Minutes From Prior Meetings: 6.1 March 23, 2022 Regular Meeting Minutes.

Allen made a motion, seconded by Tippy, to approve the Minutes from March 23, 2022. Motion carried 3-0.

Order #5 Agenda #7

In the Matter of Approve Specifications for Bids: 7.1 – 7.2: listed below.

Allen made a motion, seconded by Tippy, to approve the advertising of specifications for the return of bids in agenda items 7.1 and 7.2, listed below, by Wednesday, May 18, 2022 to the Lake County Auditor's Office by 9:30am. Motion carried 3-0.

7.1 COMMISSIONERS: Approve Specifications for HVAC Renovations to the Morgue Facility to be advertised with the return date of Wednesday, May 18, 2022 to the Lake County Auditor's Office by 9:30am

7.2 COMMISSIONERS: Approve Specifications for Renovations to the Auditorium to be advertised with a return date of Wednesday, May 18, 2022 to the Lake County Auditor's Office by 9:30 a.m.

Order #6 Agenda #9

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: 9.1 COMMISSIONERS: Lake County Fairgrounds 4H Building Lavatory Improvements.

Allen made a motion, seconded by Tippy, to approve specifications and the seeking of proposals on behalf of Commissioners for the return of sealed proposals by Wednesday, May 18, 2022 by 9:30 a.m. to the Lake County Auditor's Office from the following vendors, listed below. Motion carried 3-0.

9.1 COMMISSIONERS: Approval of Specifications for the return of Proposals for the Lake County Fairgrounds 4H Building Lavatory Improvements to be returned by Wednesday, May 18, 2022 by 9:30 a.m. to the Lake County Auditor's Office from the following vendors:

Pangere Corp.

Precision Builders

Gariup Construction

Order #7 Agenda #10.1-10.2

In the Matter of Action to Form Contracts: 10.1 Juvenile: Contract with Edmentum, Inc. to provide Courseware Library Licenses in the amount of \$2,561.00 from July 1, 2022 to June 30, 2023; 10.2 Juvenile Court: Contract with Pulse Technology to provide pay clock services for the year 2022.

Allen made a motion, seconded by Tippy, to approve Contracts for Juvenile, Contract with Edmentum, Inc. to provide Courseware Library Licenses in the amount of \$2,561.00 from July 1, 2022 to June 30, 2023 and Contract with Pulse Technology to provide pay clock services for the year 2022. Motion carried 3-0.

Order #8 Agenda #10.3

In the Matter of Action to Form Contracts: 10.3 Treasurer: Agreement with SRI for Tax Sale Services for the year 2022.

Allen made a motion, seconded by Tippy, to approve Agreement with SRI on behalf of Lake County Treasurer for Tax Sale Services for the year 2022. Motion carried 3-0.

SRI SERVICES MASTER AGREEMENT

THIS AGREEMENT, executed on this 20th day of April, 2022, is entered into by and between SRI, Incorporated ("SRI") an Indiana Corporation, 8082 Bash Street, Indianapolis, Indiana 46250, and Lake County, Indiana by and through the Board of Commissioners (the "County"), 2293 N. Main St., Crown Point, IN 46307. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, SRI and the County hereby agree as follows:

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

2. **Timing of Performance.** SRI will commence providing the services described in this Agreement on April 20, 2022, or such later date as may be set forth in any addendum or addenda executed by County and accepted by SRI subsequent to the date hereof (the "Beginning Date").

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

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

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

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

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

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

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

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Order #8 Agenda #10.3 cont'd

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

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

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

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

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

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

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

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

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

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

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

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

SRI, Incorporated

By: [Signature]
Printed: James B. Hughes

Its: President

Date: 3-10-2022

Lake County, Indiana
by and through the BOARD OF
COMMISSIONERS

By: Michael C. Repay

Printed: Michael Repay

Its: President

Date: April 20, 2022

By: [Signature]

Printed: Kyle W. Allen, Sr.

Its: Vice President

Date: April 20, 2022

By: [Signature]

Printed: Jerry Tippy

Its: Commissioner

Date: April 20, 2022

TAX SALE SUPPORT SERVICES ADDENDUM

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

1. **Description of Services.**

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

- (i) all necessary information and records as requested by SRI to prepare the required lists;
- (ii) review of all information prepared for accuracy;
- (iii) updates as required by statute and reasonably requested by SRI;
- (iv) filing of all legal documents with the Court as required by statute; and
- (v) all documents, information and assistance as agreed to in the Work Plan.


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

3. **Disclosure of Information.** SRI recognizes and acknowledges that it may have access to certain confidential information of the County and other entities. SRI will not during, or after, the term of the Agreement or this Addendum, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the County. In the event of a breach or a threatened breach by SRI of the provisions of this paragraph, the County shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

This Addendum is effective April 20, 2022 (the "Effective Date").

Recommended by:


Lake County Auditor


Lake County Treasurer

ACCEPTED:

SRI, Incorporated

By: 
Printed: James B. Hughes

Its: President

Date: 3-10-2022


Lake County, Indiana
by and through the BOARD OF
COMMISSIONERS

By: Michael C. Repay

Printed: Michael C. Repay

Its: President


Date: April 20, 2022

By: 

Printed: Kyle W. Allen, Sr.

Its: Vice President

Date: April 20, 2022

By: 

Printed: Jerry Tippy

Its: Commissioner

Date: April 20, 2022

TAX SALE WORK PLAN

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

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

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

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

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

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

4. Treasurer agrees to update certified lists with payments made after list is certified until commencement of the tax sale on SRI management system.
5. SRI will prepare the advertising information to place in the local newspapers as required by IC 6-1.1-24-3. SRI will cooperate with the local papers with respect to ad formats and publishing deadlines.
6. One day prior to the day the application for judgment is filed, the Treasurer shall notify SRI and the Auditor that all of the tracts of real property which have been paid in full have been entered in the SRI Internet Tax Sale System.

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

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

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

8. SRI will serve as the auctioneer on the day of the sale.
9. SRI will prepare and submit to the Auditor a completed SBA approved form 137 to be filed as the permanent record of the tax sale.

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Order #8 Agenda #10.3 cont'd

10. Upon county request, SRI will prepare and mail post sale letters to owners advising the owner of the sale of their property and surplus rights.
11. Auditor agrees to use the SRI Tax Sale System for updates and redemptions after the sale.
12. SRI agrees to respond to all tax sale questions of process from the Auditor and Treasurer. Legal questions will be referred to the County Attorney.


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

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

Date signed _____


County Auditor


County Treasurer


James B. Hughes, President, SRI, Inc.

Order #9 Agenda #10.4-10.5

In the Matter of Action to Form Contracts: 10.4 Recorder: Contract renewal with Fidlar Technologies for Property Fraud Alert & Honors Program in the amount of \$8,500 from April 1, 2022 through December 31, 2024; 10.5 Recorder: Award and Approve lowest bidder, Adams Remco for purchase of new copy machine in the amount of \$4,442.00 (Gateway \$5,581; Pulse Technology \$10,475).

Allen made a motion, seconded by Tippy, to approve agenda items 10.4 and 10.5 on behalf of Recorder, approving Contract renewal with Fidlar Technologies for Property Fraud Alert & Honors Program in the amount of \$8,500 from April 1, 2022 through December 31, 2024 and ordered same to approve the purchase of new copy machine from Adams Remco in the amount of \$4,442.00, the lowest bidder of three quotes received. Motion carried 3-0.

Order #10 Agenda #10.6-10.12

In the Matter of Action to Form Contracts: 10.6 – 10.12 Commissioners: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 10.6 through 10.12 Contracts on behalf of Commissioners with the following vendors as listed below. Motion carried 3-0.

10.6 Commissioners: Service Agreement between Waddell, Inc. dba Puritan Spring Water and the Board of Commissioners of the County of Lake on behalf of Various County Offices and Departments for bottled water service for the period of January 1, 2022 to December 31, 2023.

10.7 Commissioners: Award and Contract with Gatlin, only proposal, for the Paramore Water Room Demolition and Salvaging of Existing Abandoned Equipment and Piping in Basement (water room) of the Paramore Building in the amount of \$46,890.00. (Proposals sent to Circle R, DA Dodd, Gatlin and Bloomfield)

10.8 Commissioners: Change Order #1 with Gatlin Plumbing and Heating, Inc. for Air Curtain Installations at Entrances to the L C Government Center in the amount of \$5,940.00

10.9 Commissioners: Service Agreement with Per Mar Security Services for monitoring and maintenance of the Fire Alarm System at the Gary Courthouse for the year 2022 in the amount of \$89.00 per month.

10.10 Commissioners: Award and Contract with Actin Contracting, LLC for demolition at property at 1503 E. Elm St. in the amount of \$15,292.00. (Requests for proposals were also sent to Ziese and Gary Material, and no response was received)

10.11 Commissioners: Change Order #1 with Midwestern Electric, Inc. for Electrical Maintenance at the Lake County Government Center in the amount of \$45,275.00

10.12 Commissioners: SDI Change Order increase by \$2,600 to \$26,462. For Aluminum gate replacement. This is due to a material price increase. Original Contract for \$23,862 was approved in the February meeting.

Order #11 Agenda #10.13-10.14

In the Matter of Action to Form Contracts: 10.13 Lake Superior Court, Civil Division: Service Agreement and County Form 19 Vendor Contract for Personal Property, Leases, Leave/Purchase Agreements, Maintenance Agreements, Rental Agreements and Service Contracts with Culligan Water Condition for the years 2022 and 2023; 10.14 Superior Court, County Div. III: Award and Contract with Tip Office, Inc., sole bidder, for Furniture in the amount of \$4,956.00. (Pulse and Lincoln Office did not submit a quote).

Allen made a motion, seconded by Tippy, to approve agenda items 10.13 and 10.14 on behalf of Lake Superior Court, Lake Superior Court, Civil Division Service Agreement and County Form 19 Vendor Contract for Personal Property, Leases, Leave/Purchase Agreements, Maintenance Agreements, Rental Agreements and Service Contracts with Culligan Water Condition for the years 2022 and 2023, and ordered same to approve Superior Court, County Div. III award and contract with Tip Office, Inc., sole bidder, for Furniture in the amount of \$4,956.00. Motion carried 3-0.

Order #12 Agenda #10.15

In the Matter of Action To Form Contracts: 10.15 Community Corrections: Amendment #2, price change with Aramark for the year 2022.

Allen made a motion, seconded by Tippy, to approve on behalf of Community Corrections, Amendment #2 price change with Aramark for the year 2022. Motion carried 3-0.

Order #13 Agenda #10.16-10.17

In the Matter of Action To Form Contracts: 10.16 Prosecutor: Renewal of the Subscription Service Agreement with "West" a division of Thomson Reuters Corporation in the amount of \$5,173.68; 10.17 Prosecutor's IV-D Child Support: Renewal of the Subscription Service Agreement with "West" a division of the Thomson Reuters Corporation in the amount of \$5,173.68.

Allen made a motion, seconded by Tippy, to approve Contracts on behalf of Prosecutor, Renewal of the Subscription Service Agreement with "West" a division of Thomson Reuters Corporation in the amount of \$5,173.68 and ordered same to approve Prosecutor's IV-D Child Support renewal of the Subscription Service Agreement with "West" a division of the Thomson Reuters Corporation in the amount of \$5,173.68. Motion carried 3-0.

Order #14 Agenda #10.18

In the Matter of E911: Desktop Computer Purchase with BucherTech, QPA Pricing, for 38 new computers in the total amount of \$56,876.50.

Allen made a motion, seconded by Tippy, to approve on behalf of E911, Desktop Computer Purchase with BucherTech, QPA Pricing, for 38 new computers in the total amount of \$56,876.50. Motion carried 3-0.

Order #15 Agenda #10.19-10.22

In the Matter of Action To Form Contracts: 10.19-10.22 Highway: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 10.19-10.22, Contracts on behalf of Highway Department, listed below. Motion carried 3-0.

10.19 Highway: County Utility Agreement for Lake Dalecarlia Regional Waste District location Clark Street Right of Way from the South Side of White Oak Terrace to the North a distance of 700 Feet.

10.20 Highway: County Utility Agreement for Directline Communications on behalf of Surf Broadband. Intersection of Lake Street and 121st Avenue running East of ROW of W 121st Avenue to S Court Street heading South along ROW of S Court Street

10.21 Highway: Award and Contract with Ellas Construction, lowest bidder, for Storm Sewer Inlet Repairs at Ridge Road and Marshall Pl. Calumet Twp. in the amount of \$12,250.00. (Dyer Construction \$17,050; Gariup Construction \$19,600)

10.22 Highway: Award and Approve, lowest bidder Delta III Construction for Misty Glen-Sierra Ridge Farm Tile Repair/Replacement in the amount of \$29,000.00. (Dyer Construction \$32,000; Ellas Construction \$55,900)

Order #16 Agenda #10.23

In the Matter of Action To Form Contracts: 10.23 Auditor: Contract with Short Elliot Hendrickson, Inc. in an amount not to exceed \$34,624.00 for the period March 1, 2022 through December 31, 2022.

Allen made a motion, seconded by Tippy, to approve Contract with Short Elliot Hendrickson, Inc., on behalf of Auditor, for the period March 1, 2022 through December 31, 2022 in an amount not to exceed \$34,624.00. Motion carried 3-0.

Order #17 ADD Agenda #3.1 Agenda #10.24

In the Matter of Action To Form Contracts: 10.24 ADDITION: Commissioners: Contract with Professional Claims Management, Inc. for Claim Services from April 1, 2022 through August 31, 2022.

Comes now, Attorney Fech, spoke to the Board, "Commissioners, with the conversion to the Oracle system we were hoping to be able to process temporary total disability benefits "PPI" payments etc. in house, but as the conversion to Oracle continues to proceed we are still in the need of a professional claims management services for the processing of those payments", Allen made a motion to approve Commissioners Contract with Professional Claims Management, Inc. for Claim Services from April 1, 2022 through August 31, 2022, Tippy seconded with discussion, "this is only for workman's comp?", Fech replied, "only for workers comp, correct", end discussion. Motion carried 3-0.

Order #18 ADD Agenda #3.2 Agenda #10.25

In the Matter of Action To Form Contracts: 10.25 ADDITION: Building Superintendent: Award and Contract with Preferred Window and Door, lowest and most responsive bidder, for Entrance Repair to the Gary Courthouse in the amount of \$6,959.38. (Lazzaro \$20,675.00).

Allen made a motion, seconded by Tippy, to approve award and contract with Preferred Window and Door, being the lowest and most responsive bidder, for Entrance Repair to the Gary Courthouse in the amount of \$6,959.38, on behalf of Building Superintendent. Motion carried 3-0.

Order #19 Agenda #5.1-5.2

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 5.1 Upfitting Marked Police Interceptor Vehicles; 5.2 Upfitting Unmarked Police Interceptor Vehicles.

This being the day, time and place for the receiving of bids for Upfitting Marked Police Interceptor Vehicles and for Upfitting Unmarked Police Interceptor Vehicles, for Lake County Sheriff, the following bids were received:

<u>Upfitting Marked Police Interceptor Vehicles</u>		<u>Upfitting Unmarked Police Interceptor Vehicles</u>	
Federal Signal Corp.	\$13,305.45*	Federal Signal Corp.	\$8,528.80*
*per vehicle	Total	*per vehicle	Total
	\$239,305.45		\$51,172.80

Order #19 Agenda #5.1-5.2 cont'd

Allen made a motion, seconded by Tippy, to take the above-mentioned bids under advisement agenda item 5.1 and 5.2 for further tabulation and recommendation. Motion carried 3-0.

Order #20 Agenda #5.4

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 5.4 Moving Voting Machines for Primary Election 2022.

This being the day, time and place for the receiving of quotes for Moving of the Voting Machines for Primary Election for Lake County Elections and Registration Department, the following quotes were received:

Ferree Movers & Storage, Inc. 1) \$25.00 per MicroVote Infinity voting machine
2) a) \$10.00 per precinct for delivery of ADA voting supplies
b) \$10.00 per precinct for pickup and return of ADA voting supplies
3) \$120.00 per hour for 2men and a truck on the evening of May 3, 2022

Comes now, Board of Elections Director, Michelle Fajman, present/spoke, made recommendation to award Ferree Movers & Storage, Inc. the contract for the Moving of the Voting Machines for Primary Election 2022.

Allen made a motion, seconded by Tippy, to approve 5.4, recommendation to award Ferree Movers & Storage, Inc. to provide the Moving of the Voting Machines for the Primary Election, May 3, 2022 for Lake County Elections and Registration Department in the amounts \$25.00 per MicroVote Infinity voting machine, \$10.00 per precinct for delivery of ADA voting supplies, \$10.00 per precinct for pickup and return of ADA voting supplies, and \$120.00 per hour for 2men and a truck on the evening of May 3, 2022, reviewed and recommended by Michelle Fajman. Motion carried 3-0.

Order #21 Agenda #5.3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 5.3 Paint on the 2022 Police Utility Vehicles (Patrol).

This being the day, time and place for the receiving of bids for Paint on the 2022 Police Utility Vehicles (Patrol), for the Sheriff's Department, no bids were received, upon brief discussion the Board took no action.

Order #22 Agenda #12.1

In the Matter of Action On Commissioners' Items: 12.1 Appointments: Merit System Board.

NAT.

Order #23 Agenda #12.3

In the Matter of Action On Commissioners' Items: 12.3 Notice of Executive Session.

Allen made a motion, seconded by Tippy, to make a matter of public record, Notice of Executive Session, held two weeks per Attorney Fech. Motion carried 3-0.

Order #24 Agenda #12.4

In the Matter of Action On Commissioners' Items: 12.4 Highway: Road Cut Permit for Rachel House Troyer Group Installation of Fiber on 121st Avenue Michiana Hematology Oncology. Use Directional boring to place fiber optic cable beneath the two road crossings, 121st Avenue and South Court Street.

Allen made a motion, seconded by Tippy, to approve agenda item 12.4, on behalf of Highway, Road Cut Permit for Rachel House Troyer Group Installation of Fiber on 121st Avenue Michiana Hematology Oncology. Use Directional boring to place fiber optic cable beneath the two road crossings, 121st Avenue and South Court Street. Motion carried 3-0.
Cont'd.

Order #24 Agenda #12.4 cont'd

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE: 03/14/2022

Applicant: Rechel House
Troyer Group
3930 Edison Lakes Parkway
Mishawaka, IN 46545

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 Paul Strom on behalf of the applicant.

Permission is hereby granted to use directional boring to place fiber optic cable beneath the two road crossings for the installation of fiber on 121st Ave Michiana Hematology Oncology

in accordance with the plans submitted and specifications outlined below.

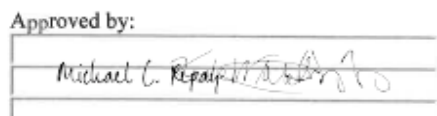
CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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 the trench.
2. After trench has been cut and tile firmly bedded, the entire trench to be filled with Indiana #53 aggregate 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:  3-21-2022

Lake County Highway Department

Approved by: 

Lake County Board of Commissioners 04/20/2022

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Order #25 Agenda #13.1-13.18

In the Matter of Council Items: Resolutions and Ordinances.

Allen made a motion, seconded by Tippy, to approve agenda item 13.18, Ordinance No. 1469A, Establishing the Lake County Sheriff's 2020 Project Safe Neighborhoods Grant Fund, a Non-Reverting Fund. Motion carried 3-0.
 Note: Agenda Items 13.1-13.17(Lake County Council Resolutions) the Board took no action.

Order #26 Agenda #14

In the Matter of State Board of Accounts: 14.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 03-14-2022; 14.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 3-28-2022; 14.3 Auditor: LC265 3/25/22 to 4/20/22; Hand Cuts 3/25/22 To 4/20/22; LC130 3/25/22 To 4/20/22; 14.4 Economic Development: Accounts Payable Voucher Register.

Allen made a motion, seconded by Tippy, to approve 14.1 – 14.4, State Board of Accounts items, listed below. Motion carried 3-0.

- 14.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 03-14-2022
- 14.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 3-28-2022
- 14.3 Auditor: LC265 3/25/22 to 4/20/22; Hand Cuts 3/25/22 To 4/20/22; LC130 3/25/22 To 4/20/22
- 14.4 Economic Development: Accounts Payable Voucher Register

Order #27 Agenda #15.1

In the Matter of Action On Bonds/ Insurance: 15.1 Highway Certificate of Insurance (Up-Date).

Allen made a motion, seconded by Tippy, to approve agenda item 15.1, Highway Certificate of Insurance (Up-Date). Motion carried 3-0.

Order #28 Agenda #19

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

There were none.

The next Board of Commissioners Regular Meeting will be held on Wednesday, May 18, 2022 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 Matthew Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR