

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:

Roll Call was made. The Pledge was given followed by a Moment of Silence.

A courtesy copy of the agenda and notice of this meeting was emailed by Rose Koliboski/Heather Rodziewicz to NWI Times and Chicago-Tribune Newspapers on the 2nd day of July, 2025 at about 2:10 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 2nd day of July, 2025 at about 2:10 p.m.

Public Virtual Conference: WebEx Meeting ID: 263 1677 7877 Password: commissioners

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections: 2.1 – 2.21: Listed below.

Allen made a motion, seconded by Tippy, to accept the Agenda as amended, including the following additions, President Repay commented that an Agenda was released as required and these (2.1-2.21) are the additions, Attorney Fech confirmed by stating yes. Motion carried 3-0.

2.1 ADDITION: Council: (Item #11.1) Ordinance 1209-C-2 Amending Ordinance No. 1209C, The Ordinance Establishing Payment for Veterans' Grave Markers.

2.2 ADDITION: COUNCIL: (Item #11.2) Ordinance 1509A Establishing The Lake County Juvenile Detention Center's 2025-2027 Juvenile Behavioral Health Competitive Grant Pilot Program Fund, A Non-Reverting Fund.

2.3 ADDITION: COMMISSIONERS: (ITEM #8.34) Recommend and approve contract with Ziese & Sons Excavating, Inc. in the amount of \$34,700.00 (lowest quote) for fire hydrant replacement work at the Lake County Fairgrounds.

2.4 ADDITION: COMMISSIONERS: (ITEM #8.35) contract with Motorola in the amount of \$775,607.22 under State QDP Pricing agreement for radio replacement project for Lowell, Tri-creek EMS, Lake Dale, Shelby and Schneider fire departments.

2.5 ADDITION: COMMISSIONERS: (ITEM #8.36) Service Provider Contracts for the period of August 1, 2025 to July 31, 2026 with the following Companies: Credent Electric, Gariup Construction, Gatlin Plumbing, Gluth Brothers Roofing, Keough Mechanical, Korellis Roofing, Mechanical Concepts, Inc., Midwestern Electric, M. J. Electric, Preferred Window and Door, Sneed Construction, Sweney Electric, TLC Plumbing and Ziese & Sons Excavating.

2.6 ADDITION: COMMISSIONERS: (ITEM# 8.37) Award and contract to Milestone in the amount of \$14,685.00 for the asphalt repair at Westwind. Two other quotes were received: Rieth-Riley in the amount of \$22,500.00 and Site-Services in the amount of \$15,580.00.

2.7 ADDITION: HIGHWAY: (ITEM# 5.2): Approve Specifications for bids for Sanitary Sewer Collection and Conveyance Project for West Point Acres Subdivision. Bids are to be returned to the Lake County Auditor's Office no later than September 17, 2025 by 9:30am.

2.8 ADDITION: HIGHWAY: (ITEM #5.3): Request permission to advertise for the removal and replacement of concrete sidewalk in Heather Hills Subdivision, Phase 2. All bids are to be returned to the Lake County Auditor's Office by Wednesday, August 20, 2025 by 9:30am.

2.9 ADDITION: HIGHWAY: (ITEM # 8.38): Change Order #1 for the Calumet Township STEP Construction Project 1, Package A, for flowable fill Cleveland (SR55) flushing connection with concrete structure and casting, Grant St. connecting, drop manhole for the increase of \$2,755,226.69. New contract sum including this change order #1 is now \$39,649,224.47.

2.10 ADDITION: HIGHWAY: (ITEM #8.39): Change Order #8 in the amount of \$2,532,902.10 to add new pay items to include all pipe within INDOT Right-of-Way with required Type 4 flowable fill backfill rather than as depicted in the original bid.

2.11 ADDITION: HIGHWAY: (ITEM# 8.40): Work Directive Change Order #3 Calumet Township STEP Construction Project No. 1, Package A for the extension of the 2" LPS along Grant St. in Basin 7A is to serve three additional homes, in the amount of \$128,726.68.

2.12 ADDITION: HIGHWAY: (ITEM # 8.41): Road Use Agreement, Solar Energy Project NE Quadrant of SR2 and I-65. The roads included in the Agreement are Clay St., 173rd Avenue, 165th Avenue and Grand Boulevard.

2.13 ADDITION: HIGHWAY: (ITEM #8.42): Change Order #1, Bridge 268, for the maintenance of traffic road closure for one day and additional tree trimming to accommodate power lines, in the amount of \$2,800.00.

2.14 ADDITION: HIGHWAY: (ITEM#7.1): Request to solicit proposals for the removal of 93 trees in the Heather Hills Subdivision, which is located between Crown Point & Schererville in unincorporated Lake County ranging in size from 4" to 50". We will solicit Briggs Tree Service, Russell Tree Service, Precision Tree Experts, Cams Tree Service and Trucking, Owens and Sons Tree & Line Clearing, Homer Tree Service, Stump Busters Tree Services and JD Land Solutions, LLC. Proposals are to be submitted no later than Wednesday, August 20, 2025 by 9:30am in the Lake County Auditor's Office.

2.15 ADDITION: (Item #10.6): 2025 Official Bonds for Lake County Commissioners, LC Assessor, LC Coroner, LC Prosecutor, LC Recorder, LC Sheriff, and LC Surveyor.

2.16 ADDITION: COMMISSIONERS: (Item #8.43): Award and Contract with Continental Electric Company, Inc. for the Solar Array Project in the amount of \$2,635,725.00

2.17 ADDITION: COMMISSIONERS: (ITEM #5.4): Approve specifications for bid for Lake County Fairgrounds Midway Window Replacement and Tuckpointing. Bids are to be returned to the Lake County Auditor's Office no later than August 20, 2025 by 9:30a.m.

2.18 ADDITION: COMMISSIONERS (ITEM #13.2) Stan's Body Shop & Towing, Inc.'s Certificate of Liability Insurance to be made a matter of public record.

2.19 ADDITION: COMMISSIONERS: (Item #8.44) Decommissioning Plan Agreement with Foundry Works Solar Energy, LLC.

2.20 ADDITION: COMMISSIONERS: (Item #8.45): Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$22,500.

2.21 ADDITION: COMMISSIONERS: (Item #8.46): Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$45,000.

Order #2 Agenda #3

In the Matter of Public Opening Of Vendors Responses To Requests For Bids And Quotes: 3.1 Water Damage Repairs at the Gary Courthouse; 3.2 Repair and/or Replacement of Rubber Surface of Playground at the Lake County Fairgrounds.

Allen made a motion, seconded by Tippy, for approval to open Vendor responses for bids and quotes for agenda items 3.1 and 3.2. Motion carried 3-0.

Order #3 Agenda #4

In the Matter of Approval Of Minutes From Prior Meetings: 4.1 Regular Meeting June 18, 2025.

Allen made a motion, seconded by Tippy, to approve the Meeting Minutes, Regular Meeting held Wednesday, June 18, 2025. Motion carried 3-0.

Order #4 Agenda #5

In the Matter of Approve Specification For Bids: 5.1 Commissioners: Specifications: Listed below; 5.2 – 5.3 Highway: Specifications: Listed below; 5.4 Commissioners: Specifications: Listed below.

Allen made a motion, seconded by Tippy, to approve Specifications for Bids for agenda items 5.1 – 5.4, listed below, for the return of bids by Wednesday, August 20, 2025, 5.2 bids to be returned by Wednesday, September 17, 2025, all to be returned prior to 9:30 a.m. to Auditor's Office. Motion carried 3-0.

5.1 **COMMISSIONERS:** Approve Specifications for Roof Deck Removal Project at the Lake County Government Center. Bids are to be returned to the Lake County Auditor's Office no later than August 20, 2025 at 9:30 a.m. (For Southside of the A Bldg)

5.2 **ADDITION: HIGHWAY: (ITEM# 5.2):** Approve Specifications for bids for Sanitary Sewer Collection and Conveyance Project for West Point Acres Subdivision. Bids are to be returned to the Lake County Auditor's Office no later than September 17, 2025 by 9:30am.

5.3 **ADDITION: HIGHWAY: (ITEM #5.3):** Request permission to advertise for the removal and replacement of concrete sidewalk in Heather Hills Subdivision, Phase 2. All bids are to be returned to the Lake County Auditor's Office by Wednesday, August 20, 2025 by 9:30am.

5.4 **ADDITION: COMMISSIONERS: (ITEM #5.4):** Approve specifications for bid for Lake County Fairgrounds Midway Window Replacement and Tuckpointing. Bids are to be returned to the Lake County Auditor's Office no later than August 20, 2025 by 9:30a.m.

Order #5 Agenda #7.1

In the Matter of Public Selection Of At Least Three Vendors From Whom To Seek Quotes: Approval Of Specification For Seeking Proposals, Select The Vendors, And Set The Return Date: 7.1 Highway: Request to solicit proposals: Listed below.

Allen made a motion to approve agenda item 7.1 for the seeking of proposals and selecting Vendors with the return date of August 20, 2025 by 9:30am, on behalf of Highway, Tippy seconded with discussion, asked, "this tree removal is for, to make way for the installation of new sidewalks, is that correct?" Reponse, "that's correct", end discussion. Motion carried 3-0.

7.1 **ADDITION: HIGHWAY: (ITEM#7.1):** Request to solicit proposals for the removal of 93 trees in the Heather Hills Subdivision, which is located between Crown Point & Schererville in unincorporated Lake County ranging in size from 4" to 50". We will solicit Briggs Tree Service, Russell Tree Service, Precision Tree Experts, Cams Tree Service and Trucking, Owens and Sons Tree & Line Clearing, Homer Tree Service, Stump Busters Tree Services and JD Land Solutions, LLC. Proposals are to be submitted no later than Wednesday, August 20, 2025 by 9:30am in the Lake County Auditor's Office.

Order #6 Agenda #8.1

In the Matter of Action To Form Contracts: 8.1 Community Corrections: Requesting approval for subscription agreement for CaseBase Software, a client tracking service, in the amount of \$37,600.00 for the first 13 months.

Comes now, Attorney Fech, stated 8.1 is an amount that was on the May 21, 2025 Agenda, in the Agenda the amount was incorrectly indicated, so this would be an amendment to that contract in terms of the Agenda, the Contract was correct in the amount of \$37,600.00 for Community Corrections for CaseBase Software, Allen made a motion to approve, Tippy seconded the motion. Motion carried 3-0.

Order #7 Agenda #8.2-8.3

In the Matter of Action To Form Contracts: 8.2 E-911: Yearly Secure Access renewal directly from Absolute Software in the amount of \$38,435; 8.3 E-911: Avigilon video doorbell for S-1 entrance from Chicago Communications in the amount of \$4,949.54.

Allen made a motion, seconded by Tippy, to approve agenda item 8.2 and 8.3, Yearly Secure Access renewal directly from Absolute Software in the amount of \$38,435 and ordered same to approve Avigilon video doorbell for S-1 entrance from Chicago Communications in the amount of \$4,949.54, on behalf of E-911. Motion carried 3-0.

Order #8 Agenda #8.4

In the Matter of Action To Form Contracts: 8.4 Fairgrounds: Purchase of a Duty Core Aerator from Castongia for \$4,440.00. Two other quotes were received: Shorewood in the amount of \$4,763.00 and Ruim Equipment in the amount of \$4,595.00.

Allen made a motion, seconded by Tippy, to approve 8.4, purchase of a Duty Core Aerator from Castongia, being the lowest of three quotes received, in the amount of \$4,440.00 for Fairgrounds. Motion carried 3-0.

Order #9 Agenda #8.5-8.16

In the Matter of Action To Form Contracts: 8.5 – 8.16 Highway: Contracts: Listed below.

Comes now, Attorney Fech, stated to the Board, Highway agenda items could be taken in an omnibus form 8.5 – 8.16, Allen made a motion to approve agenda items 8.5 – 8.16, Tippy seconded the motion with a question on 8.12, Highway Engineer responded that the Highway Department recommended award to the lowest and most responsive bidder, Gatlin Plumbing & Heating in the amount of \$1,950,000.00 and also execute the Contract, end discussion, Highway agenda items listed below. Motion carried 3-0.

8.5 **HIGHWAY:** Utility Comcast; Location: 225 West Lakeview Drive Lowell, IN 46356; Project # 24006941

8.6 **HIGHWAY:** Road Cut Agreement; Comcast; Location: 218 West Lakeview Drive to 225 West Lakeview Drive; Project # 24006941

8.7 **HIGHWAY:** Utility The Town of Cedar Lake; Project - West Side Sanitary Sewer Interceptor Phase 2

8.8 **HIGHWAY:** Road Cut Agreement; Comcast; Location: 218 West Lakeview Drive to 225 West Lakeview Drive; Project #24006941

Order #9 Agenda #8.5-8.16 cont'd

- 8.9 **HIGHWAY:** Road Cut Agreement; Location: Cline Avenue at 159th Avenue and 159th Avenue west of Cline Avenue and 155th Avenue, 157th Avenue and Roberts Street, West 155th Avenue near Truman Street; Gatlin Plumbing and Heating, Inc.; Project: Town of Cedar Lake – West Side Sanitary Sewer Interceptor Project 2
- 8.10 **HIGHWAY:** Utility IMEG Corporation; 7555 163rd Avenue to 16222 Fulton Avenue; Project # 24006941
- 8.11 **HIGHWAY:** Road Cut Agreement; Surf Internet; Location: Mount Street and W 171st Avenue; Project # LWLLIN01.SA15
- 8.12 **HIGHWAY:** Recommendation of **Award and Contract** for the Sanitary Sewer Collection System Project for Greenhill Ranches Annex 2 Subdivision awarded to Gatlin Plumbing & Heating in an amount not to exceed \$1,950,000.00, being the lowest and most responsive bid upon review by Highway Department Engineer and NIES Engineering Inc.
- 8.13 **HIGHWAY:** Road Cut Agreement; IMEG Corporation; 7555 163rd Avenue to 16222 Fulton Ave; Project # 24006941
- 8.14 **HIGHWAY:** Utility Surf; Location: Mount Street and W 171st Avenue; Project # LWLLIN01.SA15
- 8.15 **HIGHWAY:** Work Directive Change Order No. 1 Calumet Township Septic Tank Elimination Program Construction Project No. 1 - Package B – in the amount of \$102,608.20 – Dyer Construction Company Inc.
- 8.16 **HIGHWAY:** Utility NIPSCO; Location: Various locations along Iowa Street, South on US 231 in Crown Point, IN; Work Order # 4000054954

Order #10 Agenda #8.17-8.19

In the Matter of Action To Form Contracts: 8.17 – 8.19 Juvenile Court: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve, in an omnibus form, 8.17 – 8.19 Contracts on behalf of Juvenile Court, listed below. Motion carried 3-0.

- 8.17 **JUVENILE COURT:** Contract with TCB Communications, LLC in the amount of \$4,000 for youth programming of life skills training and discussion to reduce recidivism and improve positive outcomes for juveniles.
- 8.18 **JUVENILE COURT:** Contract with Monika Evans - Restorative Services to provide professional restorative practices training and services in the amount of \$4,000.00 between July 1st, 2025 and June 30th, 2026.
- 8.19 **JUVENILE COURT:** Contract with the Love of the Arts, Inc. to facilitate weekly group sessions in the amount of \$4,000

Order #11 Agenda #8.20-8.25

In the Matter of Action To Form Contracts: 8.20 – 8.25 Health Department: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.20 – 8.25, Contracts on behalf of Health Department, related to the HFI funding, as listed below. Motion carried 3-0.

- 8.20 **HEALTH DEPT:** Contract with Community Advocates of Northern Indiana in the amount of \$48,506.00
- 8.21 **HEALTH DEPT:** Contract with Community Advocates of Northern Indiana in the amount of \$48,431.00
- 8.22 **HEALTH DEPT:** Contract with For The Love Of Arts in the amount of \$144,000.00
- 8.23 **HEALTH DEPT:** Contract with St. Jude house in the amount of \$154,263.10, Proposed Program: Maternal and Child Health for Survivors at St. Jude House
- 8.24 **HEALTH DEPT:** Contract with Gatehouse Hammond in the amount of \$50,000.00 for reliable transportation healthcare.
- 8.25 **HEALTH DEPT:** Contract with Gatehouse Hammond in the amount of \$50,000.00 for maternal and child nutrition.

Order #12 Agenda #8.26-8.31

In the Matter of Action To Form Contracts: 8.26 – 8.31 Health Department: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve 8.26 – 8.31, Contracts on behalf of Health Department, related to the HFI funding, as listed below. Motion carried 3-0.

- 8.26 **HEALTH DEPT:** Contract with Gatehouse Hammond in the amount of \$50,000 for Chronic Disease Program.
- 8.27 **HEALTH DEPT:** Contract with Gatehouse Hammond in the amount of \$50,000.00 for Moral Reconation Therapy.
- 8.28 **HEALTH DEPT:** Contract with St. John Fire Dept in the amount of \$56,000.00,
- 8.29 **HEALTH DEPT:** Contract with School City of Hobart in the amount of \$47,592.00
- 8.30 **HEALTH DEPT:** Contract with safe coalition in the amount of \$30,000.00
- 8.31 **HEALTH DEPT:** Contract with Hope Alliance of NWI in the amount of \$200,000.00

Order #13 Agenda #8.32

In the Matter of Action To Form Contracts: 8.32 Sheriff: Approval requested to upfit 2024 Ford Transit Cargo Van - SWAT Unit by Tillman's Vehicle Accessories in the amount of \$67,360.79. Three additional quotes were received: Summit Bodyworks in the amount of \$129,000.00, 10-75 Emergency Vehicles in the amount of \$77,316.00, and EVI in the amount of \$148,249.00. This item was Deferred at the June 18, 2025 Commissioners Meeting.

Comes now, Commissioner Tippy, with questions related to this agenda item, Chief Balbo present/spoke, stated, "I did receive your information in my email but I still don't fully understand, you just bought a vehicle and then later on decided to make it a SWAT vehicle, because there's no mention of a SWAT vehicle", Balbo, responded, "we purchased a Cargo Van and then we were able to get the money together to be able to outfit it correctly to facilitate it's use for the SWAT transportation", Tippy, continued, "so initially it wasn't actually purchased..." Balbo, replied, "that's correct", Tippy continued, "okay so then that makes sense to me then" Balbo replied, "yes sir", end discussion, without objection, Allen made a motion to approve agenda item 8.32 on behalf of Sheriff, request to upfit a 2024 Ford Transit Cargo Van – SWAT Unit in the amount of \$67,360.79 by Tillman's Vehicle Accessories, being the lowest of four quotes received, Tippy seconded, Repay voted no and explained, stated "I don't particularly like the idea that it was brought to us a seventy five thousand dollar Van to use for SWAT or to use for...and now we're nearly doubling the investment in this Van that's sitting there, I think if we're going to do something, we, County Taxpayers and the County in general and the Board of Commissioners should contemplate those things all in one big thing, I also have some serious concern about whether the \$67,360.79 is going to meet the objective in whether we're not going to add another thirty thousand or twenty thousand down the line, last but not least, and you won't be able to answer, I don't expect you to, you're going to win the day, you've got two votes, but last but not least, is the inordinate amount, in my opinion, of vehicles dedicated and resources, cash, money, taxpayers money, related to SWAT response, as opposed to regular patrol response or all the other things, there's entirely too much money, in my opinion, being spent in law enforcement on specialty things as opposed to what I would classify as regular patrol situations, that's it" end comment. Motion carried 2-1, Repay no.

Order #14 Agenda #8.33

In the Matter of Action To Form Contracts: 8.33 Sheriff: Renew and Increase Cloud Storage Backup for Lake County Sheriff's Department. US Signal is more than doubling the current TB of Storage at a total cost of \$4,950.00.

Allen made a motion, seconded by Tippy, to approve agenda item 8.33, on behalf of Sheriff, contract renewal with US Signal to increase Cloud Storage Backup for Lake County Sheriff's Department from 12TB to 25TB at a total cost of \$4,950.00. Letter of Recommendation July 02, 2025, approval by Data Processing form attached. Motion carried 3-0.

Order #15 Agenda #8.34-8.37

In the Matter of Action To Form Contracts: 8.34 – 8.37 Commissioners: Contracts: Listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.34 – 8.37, Contracts on behalf of Commissioners, listed below. Motion carried 3-0.

8.34 ADDITION: COMMISSIONERS: Contract with Ziese & Sons Excavating, Inc. in the amount of \$34,700.00 (lowest quote) for fire hydrant replacement work at the Lake County Fairgrounds.

8.35 ADDITION: COMMISSIONERS: Contract with Motorola in the amount of \$775,607.22 under State QDP Pricing agreement for radio replacement project for Lowell, Tri-Creek EMS, Lake Dale, Shelby and Schneider Fire Departments

8.36 ADDITION: COMMISSIONERS: Service Provider Contracts for the period of August 1, 2025 to July 31, 2026 with the following Companies: Credent Electric, Gariup Construction, Gatlin Plumbing, Gluth Brothers Roofing, Keough Mechanical, Korellis Roofing, Mechanical Concepts, Inc., Midwestern Electric, M. J. Electric, Preferred Window and Door, Sneed Construction, Sweney Electric, TLC Plumbing and Ziese & Sons Excavating.

8.37 ADDITION: COMMISSIONERS: Award and Contract to Milestone in the amount of \$14,685.00 for the asphalt repair at Westwind. Two other quotes were received: Rieth-Riley in the amount of \$22,500.00 and Site-Services in the amount of \$15,580.00.

Order #16 Agenda #8.38-8.40

In the Matter of Action To Form Contracts: 8.38 – 8.40 Highway: Contracts: Listed below.

Comes now, Attorney Fech, recommended the Board take action on agenda item 8.38 individually, President Repay, commented that 8.39 relates to 8.38, Highway Engineer Duane Alverson, present/spoke on 8.38 & 8.39 stated "Item 8.38 is the Change Order and it includes work directives that are shown in item 8.39 which is the flowable fill required in State Road 55 by the Indiana Department of Transportation and Change Order #1 also includes item 8.40 which is a Work Directive as part of that Change Order for the Grant Street extension, sewers extending on Grant Street, as part of Package A", Commissioners Allen, commented "so they're all interconnected?", Alverson responded, "yes, since we've got a loan from the Indiana Finance Authority, the State Revolving Fund, they want to see these work directive changes, prior to, they want to okay the work directive changes prior to issuing the money for the Change Orders", Allen continued, "so in other words, if we don't approve it, we don't get any money", Alverson, responded, "Indiana Finance Authority will not participate", Tippy, asked, "So 38 (8.38) is the total and 39(8.39) and 40(8.40) are included in 38?" Alverson, replied, "that's correct", Tippy, continued, "ok, so it's not an additional two million?", Alverson, replied, "no", Repay spoke with comment, "in that regard, the 8.38 is probably the primary thing, but these 8.40 and 8.39, inform the amounts in 8.38", end discussion, Allen made a motion to approve agenda items 8.38, 8.39 and 8.40, on behalf of Highway Department, as listed below, Tippy seconded the motion, Repay, commented, "I just want to point out, this is 2.5 million dollars worth of additional or different material that is required by INDOT and if we were doing this on a County Road we wouldn't use a 2.5 million dollar additional amount of stuff", Alverson, added, "yes, they require what is called, flowable fill, it's like a concrete slurry mix for backfill of their trenches, we would've used a aggregate backfill, structure backfill like sand or something like that compacted and that's what's the big difference", Repay, continued, "and since we're doing work on their property, we require their specification, I assume, that when they do their property, they have that requirement as well of their own work", Alverson, added, "it is a requirement, anytime you put/install utilities or pipes within their right-of-way they require the flowable backfill". Motion carried 3-0.

8.38 ADDITION: HIGHWAY: Change Order #1 for the Calumet Township STEP Construction Project 1, Package A, for flowable fill Cleveland (SR55) flushing connection with concrete structure and casting, Grant St. connecting, drop manhole for the increase of \$2,755,226.69. New contract sum including this change order #1 is now \$39,649,224.47.

8.39 ADDITION: HIGHWAY: Change Order #8 in the amount of \$2,532,902.10 to add new pay items to include all pipe within INDOT Right-Of-Way with required Type 4 flowable fill backfill rather than as depicted in the original bid.

8.40 ADDITION: HIGHWAY: (ITEM# 8.40): Work Directive Change Order #3 Calumet Township STEP Construction Project No. 1, Package A for the extension of the 2" LPS along Grant St. in Basin 7A is to serve three additional homes, in the amount of \$128,726.68.

Order #17 Agenda #8.41

In the Matter of Action To Form Contracts: 8.41 ADDITION: Highway: Road Use Agreement, Solar Energy Project NE Quadrant of SR2 and I-65. The roads included in the Agreement are Clay St., 173rd Avenue, 165th Avenue and Grand Boulevard.

Allen made a motion to approve 8.41, Road Use Agreement, Solar Energy Project NE Quadrant of SR2 and I-65 the roads included in the Agreement are Clay St., 173rd Avenue, 165th Avenue and Grand Boulevard on behalf of Highway, Tippy seconded with a question, asked, "in the final forum, we're going to do the video upfront video at the end and make the repairs that are attributed to the construction", Highway engineer present/spoke, "yes, we will, before we start construction, we'll video the Roads, we'll get the condition ready on those roads before they start and after they start, the contractor or the solar energy people will be responsible for making those repairs, if they do not, they need to post a bond, in the amount of four million five hundred thousand dollars, to cover any repairs that will be needed", Tippy, asked, "and that 4.5 million, that covers complete reconstruction of all the roads involved or the bond covers?", Alverson, replied, "no, the bond will cover, like a mill and a four/four and a half inch overlay of Clay Street, 173rd, 165th and Grand Boulevard is a chip seal road so it will cover the reconstruction of Grand Boulevard", Tippy, asked, "but are they required to take out that Bond before we get a Permit?", Alverson, replied, "yes, before they do any construction and before the building permit, they need to post that bond", Director of Plan Commission Ned Kovachevich present/spoke, "they still have to come to you for site development planning with the Plan Commission", Tippy, continued, "right and we still need to approve the decommissioning plan too", Response, "it's on here", end discussion. Motion carried 3-0.

Order #18 Agenda #8.42

In the Matter of Action To Form Contracts: 8.42 ADDITION: Highway: Change Order #1, Bridge 268, for the Maintenance of Traffic Road Closure for one day and additional tree trimming to accomadate power lines, in the amount of \$2,800.00.

Order #18 Agenda #8.42 cont'd

Allen made a motion, seconded by Tippy, to approve Change Order #1, Bridge 268, for the Maintenance of Traffic Road Closure for one day and additional tree trimming to accomadate power lines, in the amount of \$2,800.00 on behalf of Highway. Motion carried 3-0.

Order #19 Agenda #8.43

In the Matter of Action To Form Contracts: 8.43 ADDITION: Commissioners: Award and Contract with Continental Electric Company, Inc. for the Solar Array Project in the amount of \$2,635,725.00.

Allen made a motion, seconded by Tippy, to award Continental Electric Company, Inc. the Contract for the Solar Array Project in the amount of \$2,635,725.00 for Commissioners, President Repay commented, for the record, "this is for our solar here (Lake County Government Center)". Motion carried 3-0.

AIA Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Seventh day of July in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Lake County
2293 North Main Street
Crown Point, IN 46307
Telephone Number: 219-755-3000

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)

Continental Electric Company, Inc.
9501 East 5th Avenue
Gary, IN 46403
Telephone Number: 291-938-3460

for the following Project:
(Name, location and detailed description)

Lake County Government Center
2293 North Main Street, Crown Point, IN 46307
Lake County Government Center: 1,161.12 kWdc / 1,000 kWac;
Work includes all materials required to ground mount 1968 - 590Wdc solar panels, connect to 16 inverters, connect to AC collector/distribution panel, and interconnect to the service side of the new, utility transformer at 277/480V (3-phase, Delta-grounded WYE) per the plans included in this packet. Work also includes all required grounding and Ethernet connections of the equipment

The Architect:
(Name, legal status, address and other information)

Telamon Energy Subchapter S Corporation
1000 East 116th Street
Carmel, IN 46032
Telephone Number: 317-818-6888

The Owner and Contractor agree as follows.

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ARTICLE 1 – THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- 1. this Agreement, signed by the Owner and Contractor;
- 2. the drawings and specifications prepared by the Architect, dated , 04/07/25, and enumerated as follows:

Drawings:	Title	Date
Number	Revision	
Lake County Government Center	Revision 7	04/07/25

Specifications:	Title	Pages
Section	General Provisions	All
26 05 01	Completion and Startup	All
26 05 03	Low Voltage Electrical ...	All
26 05 19	Grounding and Bonding	All
26 05 26	Raceways and Boxes	All
26 05 33	Identification of Electrical ...	All
26 05 53		

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26.05.64	Painting	All
26.24.16	Panelboards	All
26.28.00	Low Voltage Circuit ...	All
26.29.00	Low Voltage Controllers	All
26.31.00	Photovoltaic Collectors	All
26.43.13	Surge Protection Devices ...	All

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
Addendum 1	03/27/25	All
Addendum 2	03/31/25	All
Addendum 3	04/04/25	All
Addendum 4	04/07/25	All
Addendum 5	04/08/25	All
Addendum 6	04/09/25	All

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement: Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion: Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

- Not later than Two Hundred Seventy (270) calendar days from the date of commencement.
- By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Two Million, Six Hundred Thirty-Five Thousand, Seven Hundred Twenty-Five Dollars (\$ 2,635,725.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

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(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: (Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: (Insert below timing for payments and provisions for withholding retainage, if any.)

Thirty-five (35) days after the receipt of Contractor's invoice detailing same, so long as and to the extent such goods and services are not disputed, are in conformance with the specifications set forth in the Agreement and Contractor has otherwise performed and satisfied all the terms and conditions of this Addendum and the Agreement. All payment and any late payment fees shall be pursuant to Indiana Prompt Payment Statute: Ind. Code 5-17-5- et al.

Retainage for this project is 5% of the total amount payable upon final completion and the satisfactory resolution of any and all punch list items.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. (Insert rate of interest agreed upon, if any.)

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million (\$ 1,000,000.) each occurrence, Three Million (\$ 3,000,000.) general aggregate, and Two Million (\$ 2,000,000.) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million (\$ 1,000,000.) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000) each accident, One Million (\$ 1,000,000) each employee, and One Million (\$ 1,000,000) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.	

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract
The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work
The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent
The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents
Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice
Written notice under this Agreement may be given by one party to the other by email as set forth below.

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(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner
§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts
§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor
§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule
The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures
§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

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§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees, and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and

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expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

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§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

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§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

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User Notes: (80509003)

 07-16-2025

OWNER (Signature)(Signatures)

Kyle W. Allen, Sr.

(Commissioner, 1st District)

 07-16-2025

CONTRACTOR (Signature)

William J. Walton

(President, Continental Electric Co. Inc.)

 07-16-2025

(Printed name and title)

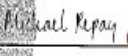
Jerry Tippy

(Commissioner, 2nd District)

(Printed name and title)

LICENSE NO.: L24-01018

JURISDICTION: Lake

 07-16-2025

Michael C. Repay

(Commissioner, 3rd District)

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Order #19 Agenda #8.43 cont'd

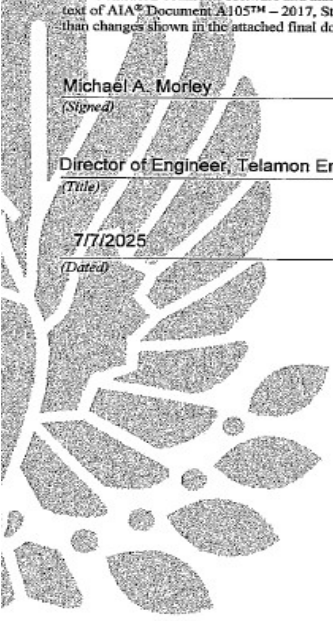
Certification of Document's Authenticity
 AIA® Document D401™ – 2003

I, Michael Morley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:57:02 ET on 07/07/2025 under Order No. 2114641829 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Michael A. Morley
 (Signed)

Director of Engineer, Telamon Energy, Architect
 (Title)

7/7/2025
 (Dated)



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8.43 Comm
 Continental Electric

Order #20 Agenda #8.44

In the Matter of Action To Form Contracts: 8.44 ADDITION: Commissioners: Decommissioning Plan Agreement with Foundry Works Solar Energy, LLC.

Comes now, Attorney Fech, commented, "8.44 is the Decommissioning Plan, referenced by Commissioner Tippy, Agreement with Foundry Works Solar Energy for the Solar project at Route 265, Allen made a motion to approve Decommissioning Plan Agreement between Foundry Works Solar Energy, LLC and the Board of Commissioners of the County of Lake, Tippy seconded the motion with discussion, asked Ned Kovavich Director of Lake County Plan Commission present/spoke, "did somebody review this against our Ordinance", Ned responded, "Matt was kind enough to put a clause in that if in fact there's an objection or there's a discrepancy between the Decommissioning Contract and the Plan that the Plan overrides (last word inaudible)", Matt, spoke, "yes and obviously the Plan was approved inconjunction with our Solar Ordinance", Tippy, spoke, "I didn't quite understand, which Plan", Ned, responded, "the Plan that was created by Stantec Consultants, which ultimately approved by the Plan Commission and the BZA", Repay, asked, "if there are conflicts between this Decommissioning and that Plan, that Plan rules/controls", Ned, commented, "correct", end discussion. Motion carried 3-0.



8.44
 2025.07.15_Foundry

Order #21 Agenda #8.45-8.46

In the Matter of Action To Form Contracts: 8.45 ADDITION: Commisisoners: Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$22,500; 8.46 ADDITION: Commissioners: Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$45,000.

Allen made a motion, seconded by Tippy, to approve Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$22,500, Client is interested in developing a land use plan and potential TIF District surrounding the I-65/SR-2 Interchange, east of Lowell, Indiana, and ordered same to approve Memorandum of Agreement for Engineering Services with HWC Engineering in an amount not to exceed \$45,000, Scope of Services for this Project is for HWC to assist the Client with the preparation of a redevelopment plan for the I-65/SR 2 interchange in Lake County, Indiana, on behalf of Commissioners. Motion carried 3-0.



8.45

2501-972-A_MOA_Si



8.46

2501-356-A_MOA_Si

Order #22 Agenda #10.1

In the Matter of Action On Commissioners' Items: 10.1 Poor Relief Decisions for Calumet Township.

Allen made a motion, seconded by Tippy, to approve Poor Relief appeal decisions for Calumet Township, agenda item 10.1, listed below. Motion carried 3-0.

- Carmen Cheris Approved in part
- Levan Carter Approved
- Michael DeNeal Approved
- Patricia Ramsey Approved in part
- Alton Hawkins Approved in part
- Tannisha Jones Approved in part

Order #22 Agenda #10.1 cont'd

Sandra Elam	Approved in part
Iyare Uwaifo	Approved in part
Richard Crockett	Approved in part
Patricia Smith	Approved in part
Anthony Mosley	Approved in part

Order #23 Agenda #10.2

In the Matter of Action On Commissioners' Items: 10.2 Professional Sports Development Commission to Northwest Indiana Appointment.

Allen made a motion to nominate Michael Repay as the appointee to the Professional Sports Development Commission as the Northwest Indiana Appointment, Tippy seconded, term is for two (2) years ending June 30, 2027 according to a new chapter added to Indiana Code (Section 1. IC 36-7-41). Motion carried 3-0.

Order #24 Agenda #10.3

In the Matter of Action On Commissioners' Items: 10.3 Judicial Nominating Committee Appointments.

Comes now, Attorney Fech, for Judicial Nominating Committee Appointments, stated, appointments expired June 30, 2025, President Repay, proposed, "I have two reappointments of Attorney Alfredo Estrada, a new appointment of Abeni Morgan and the third individual (Name: William Outlar, spoken by Allen, a reappointment)", Allen made a motion to approve based on President Repay's recommendations, Tippy seconded the motion. Term expires June 30, 2029. Motion carried 3-0.

Order #25 Agenda #10.4

In the Matter of Action On Commissioners' Items: 10.4 LCEA Appointment.

Allen made a motion to appoint Matt Reardon as the appointee to the Lake County Economic Alliance (LCEA), Tippy seconded the motion. Motion carried 3-0.

Order #26 Agenda #10.5

In the Matter of Action On Commissioners' Items: 10.5 Lake County Library Appointment.

Allen made a motion to appoint Karen Fitzgerald Tillman to the Lake County Library Board appointment, Tippy seconded the motion. Term expiring December 31, 2028. Motion carried 3-0.

Order #27 Agenda #10.6

In the Matter of Action On Commissioners' Items: 10.6 ADDITION: 2025 Official Bonds for Lake County Commissioners, LC Assessor, LC Coroner, LC Prosecurator, LC Recorder, LC Sheriff, and LC Surveyor.

Allen made a motion, seconded by Tippy, to approve agenda item 10.6, 2025 Officials Bonds for Lake County Commissioners, LC Assessor, LC Coroner, LC Prosecurator, LC Recorder, LC Sheriff, and LC Surveyor. Bonds Recorded with County Recorder and County Clerk. Motion carried 3-0.

Order #28 Agenda #11

In the Matter of Action On Commissioners' Items: 11.1 – 11.2 Council Items: Ordinances: Listed below.

Allen made a motion, seconded by Tippy, to approve 11.1 – 11.2, Ordinances submitted and adopted by the Council, listed below. Motion carried 3-0.

11.1 ADDITION: Council: Ordinance 1209C-2 Amending Ordinance No. 1209C, The Ordinance Establishing Payment for Veteran's Grave Markers

11.2 ADDITION: Council: Ordinance 1509A Establishing The Lake County Juvenile Detention Center's 2025-2027 Juvenile Behavioral Health Competitive Grant Pilot Program Fund, A Non-Reverting Fund.

Order #29 Agenda #12

In the Matter of State Board Of Accounts Items: 12.1 – 12.3 Auditor: Reports: Listed below; 12.4 Economic Development: Register: Listed below.

Allen made a motion, seconded by Tippy, to approve, in an omnibus form, agenda item 12.1 – 12.4 Accounty Payable Voucers and Hand Cuts, State Board of Accounts Items on behalf of Auditor and Economic Development as listed below. Motion carried 3-0.

12.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 6-2-25

12.2 Auditor: LC 265 6/19/25 To 7/16/25 HAND CUT 6/19/25 To 7/16/25 LC 130 7/16/25

12.3 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 6-16-2025

12.4 Economic Development: Accounts Payable Voucher Register for period 6/1/25-7/1/25

Order #30 Agenda #13

In the Matter of Action On Bonds/Insurance: 13.1 Highway: Certificate of Insurance Up-Date 07-2025; 13.2 ADDITION: Commissioners: Stan's Body Shop & Towing, Inc.'s Certificate of Liability Insurance to be made a matter of public record.

Allen made a motion, seconded by Tippy, to approve 13.1 and 13.2, Action on Bonds/Insurance, on behalf of Highway and Commissioners, as listed below. Motion carried 3-0.

13.1 Highway: Certificate of Insurance Up-Date 07-2025

13.2 Commissioners: Stan's Body Shop & Towing, Inc.'s Certificate of Liability Insurance for public record.

Order #31 Agenda #14

In the Matter of Approve Responsible Bidder Applications: 14.1 Applicants: Listed Below.

Order #31 Agenda #14 cont'd

Allen made a motion, seconded by Tippy, to approve agenda item 14.1 for the Various Bidder Applications listed there within, Applicants listed below. Motion carried 3-0.

AMG Services, Inc./Gough
 Austgen Equipment
 Berglund Construction
 Budd Mechanical
 Circle R Mechanical
 Credent
 Dunnet Bay
 Dyer Construction
 E.C. Babilla
 Ellas Construction
 EMCOR Hyre Electric
 Gariup
 Gary Material Supply
 Gough, Inc.
 Grimmer Construction
 Hasse
 Johnson Controls
 Mechanical Concepts
 NWI Environmental
 Rieth-Riley
 Sneed
 Superior Construction
 Sweney
 Ziese & Sons
 The Pangere Corporation

Order #32 Agenda #15

In the Matter of Staff Reports: 15.1 Weights And Measures: Monthly Report 5/16/2025-6/15/2025 & Annual Report 6/13/2024-6/15/2025; 15.2 Treasurer: Monthly Report.

Allen made a motion, seconded by Tippy, to approve 15.1 and 15.2, Staff Reports submitted by Weights & Measures Department and Department of the Treasurer, as listed below. Motion carried 3-0.

15.1 Weights And Measures: Monthly Report 5/16/2025-6/15/2025 & Annual Report 6/13/2024-6/15/2025;
 15.2 Treasurer: Monthly Report – Month ending May 31, 2025

Order #33 Agenda #16

In the Matter of Other/Matters Of Public Record: 16.1 Sheriff: Installation and purchase of emergency equipment (red and blue lights, siren, police radio, and other equipment) for the amount of \$5,616.00 from Federal Signal; 16.2 Sheriff: Purchase of three patrol dogs and officer training from Ultimate Canine. The cost would be \$28,935.00 per dog with a total of \$86,805.00.

Comes now, President Repay, questioned 16.1 and 16.2 being on the Agenda, Chief Balbo present/spoke, commented that they were a clerical error and the items will be submitted for next month's Agenda. NAT.

Order #34 Agenda #3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 Water Damage Repairs at the Gary Courthouse.

This being the day, time and place for the receiving of quotes for Water Damage Repairs at the Gary Courthouse for Commissioners, the RFQ invited Gariup Construction, Pangere Corporation, Powers & Sons and Sneed Construction, the following quotes were received:

- | | |
|-----------------------|-------------|
| 1. Sneed Construction | \$37,980.00 |
| 2. Pangere | \$27,477.00 |

Allen made a motion, seconded by Tippy, to award to the low bidder, Pangere Corporation, subject to review by Mr. Kuhn of CSK Architects, in the amount of \$27,477.00 for Water Damage Repairs at the Gary Courthouse. Motion carried 3-0.

Order #35 Agenda #3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.2 Repair and/or Replacement of Rubber Surface of Playground at the Lake County Fairgrounds.

This being the day, time and place for the receiving of bids for Repair and/or Replacement of Rubber Surface of Playground at the Lake County Fairgrounds for Commissioners, RFQ invited Parkreation, Kidstuff Play Systems and Great Lakes Recreation, the following quotes were received:

- | | |
|---------------------------|--------------|
| 1. Great Lakes Recreation | \$131,520.00 |
| 2. Kidstuff Playsystems | \$100,343.00 |
| 3. Parkreation, Inc. | \$126,596.00 |

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

Order #36 Agenda #17

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

President Repay asked for anyone present who wished to speak to come forward. There were none.

The next Board of Commissioners Regular Meeting will be held on Wednesday, August 20, 2025 at 10:00 A.M.

Deadline for placement on that Agenda is Wednesday, August 6, 2025 at 2:00 p.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 virtually:
Attorney Matthew Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

PEGGY H. KATONA, LAKE COUNTY AUDITOR