

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 and Roll Call 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 16<sup>th</sup> day of December, 2021 at about 3:46 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 16<sup>th</sup> day of December, 2021 at about 3:46 p.m.

Public Virtual Conference: WebEx Meeting ID: 132 948 8119 Password: commissioners

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections: 2.1 – 2.6: listed below

Comes now, Attorney Fech, read into the record the Additions, Deletions and Corrections for this Agenda, Tippy requested to remove agenda item 8.19 Request for 2<sup>nd</sup> Floor Schematic Drawing with DLZ, stating that there is no contract with them to do this work, Attorney Fech agreed/spoke, no contract signed and DLZ agreed with, recommended to remove item 8.19, request to add agenda item 2.6 removing 8.19 from the Agenda, Repay continued discussion, with request to amend 2.3 (7.1) correcting the return date to be returned at the March 17, 2021 meeting, Tippy continued discussion/spoke, as part of that we need to identify a minimum of three vendors that we are going to be contacting for proposals, Repay stated John King of DLZ has the list of vendors that will be contacted, and asked for a motion on the Agenda as amended, Allen moved to make said motion, Tippy seconded. Motion carried 3-0.

Additions, Deletions, Corrections

- 2.1 (8.1) REMOVE: Election Board Attorney Contract 2021 for John Reed in the amount of \$22,500.00
- 2.2 (8.53) CORRECTION: Commissioners: Purchase of Furniture for Remodel of Superior Court Div 3 from Tib Office in the amount of \$23,309.00. (Other quotes from and Lincoln Office \$22,126.44 and Pulse Technology \$20,136.56)
- 2.3 (7.1) Sheriff: Solicit Proposals for repairs to jail showers. Proposals to be returned to the Auditor's Office by 9:30am on Wednesday, March 3, 2021\* \*corrected to be returned March 17, 2021
- 2.4 (12.2) Clerk: Public Official Bond for Lorenzo Arredondo
- 2.5 (8.53) Commissioners: Pay invoice to JM Industrial Services for \$22,204.00 for Demolition and removal of 200-26 21<sup>st</sup> Ave, Gary.
- 2.6 (8.19) REMOVE: Sheriff: Request for 2<sup>nd</sup> Floor Schematic Drawing with DLZ

Order #2 Agenda #4

In the Matter of Public Opening of Vendor Responses To Requests for Bids and Quotes: 4.1-4.4 Highway; 4.5 Commissioners.

Allen made a motion, seconded by Tippy, to approve the opening of the Bids/Quotes for this meeting. Motion carried 3-0.

Order #3 Agenda #6

In the Matter of Advertise for Bids: 6.1-6.3 Sheriff: listed below.

Allen made a motion, seconded by Tippy, to approve the advertising of Specifications for the Sheriff for return of bids to the Auditor's Office by 9:30am on March 17, 2021 in Agenda items 6.1, 6.2 and 6.3, listed below. Motion carried 3-0.

- 6.1 Sheriff: Advertise for bids for Simulator Office Remodel. Bids to be returned to the Auditor's Office by 9:30am on March 17, 2021
- 6.2 Sheriff: Request Specifications for Bids 2021 Vehicle Police Patrol SUV's. Bids to be returned to the Auditor's Office by 9:30am on March 17, 2021
- 6.3 Sheriff: Request for Specifications for Bids for paint on 2021 Police Patrol SUV's. Bids to be returned to the Auditor's Office by 9:30am on March 17, 2021

Order #4 CORR Agenda #7

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 Sheriff: Solicit Proposals for repairs to jail showers. Proposals to be returned to the Auditor's Office by 9:30am on Wednesday, March 17, 2021.

Comes now, John Kirk from DLZ, present/spoke/virtually, gave the three vendors the request for proposals will be sent to, listed below.

Tippy made a motion to approve solicitation of proposals to the three vendors mentioned by John Kirk with bids to be returned by March 17, 2021, Allen seconded the motion. Motion carried 3-0.

7.1 Sheriff: Solicit Proposals for repairs to jail showers. Proposals to be returned to the Auditor's Office by 9:30am on Wednesday, March 17, 2021.

Vendors: Larson-Danielson Gariup Construction Pangere

Order #5 Agenda #8.2-8.3

In the Matter of Action to Form Contracts: 8.2 Elections: Contract with Carley Brandenburg for Legal Services for 2021 in the amount of \$25,000.00; 8.3 Elections: Amended Contract with Michael Tolbert for Legal Services (\$25,000.00).

Allen made a motion, seconded by Tippy, to approve 8.2 and 8.3, on behalf of Elections, Contract with Carley Brandenburg for Legal Services for 2021 in the amount of \$25,000.00 and Contract with Michael Tolbert for Legal Services (\$25,000.00). Motion carried 3-0.

## Order #6 Agenda #8.4-8.8

In the Matter of Action to Form Contracts: 8.4 – 8.8 Health: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.4 through 8.8, on behalf of Health Department, listed below. Motion carried 3-0.

8.4 Health: Contract with Michael J. Benko in the amount of \$39,565.00

8.5 Health: 2021 Contract with Adams Remco, Inc. in the amount of \$700.00

8.6 Health: 2021 Contract with Per Mar Security Services

8.7 Health: 2021 Service Contract for Healthcare Waste Management in the amount of \$1,800.00

8.8 Health: 2021 Contract for Alpine Mountain Water in the amount of \$350.00

## Order #7 Agenda #8.9 w/8.10

In the Matter of Action to Form Contracts: 8.9 Data: For Bids under advisement for IBM Compatible Computers for Various County Offices and Departments for the year 2021. Letter of Recommendation from Lake County Data Processing as follows: listed below; 8.10 Data: Service Contract renewal with AT&T for Lake County Police Department circuits in the amount of \$2,503.56 per month.

Allen made a motion, seconded by Tippy, to approve recommendation from Lake County Data Processing for IBM Compatible Computers for Various County Offices and Departments for the year 2021, listed below, and Service Contract renewal with AT&T for Lake County Police Department circuits in the amount of \$2,503.56 per month. Motion carried 3-0.

Letter of Recommendation:

ESI – Class H-3

Buchertech – Classes H-1, H-4, H-7, H-10, H-11, H-12, H-13 and H-14

Chester, Inc. – Classes H-2, H-5, H-6, H-8 and H-9

## Order #8 Agenda #8.11 w/8.12

In the Matter of Action to Form Contracts: 8.11 St. John Township Assessor: Service Agreement with Republic Services for garbage disposal for the year 2021 in the amount of \$696.00; 8.12 Ross Township: Contract with Sylvia Moon for Cleaning Services for the year 2021 in the amount of \$2,280.00.

Tippy made a motion, seconded by Allen, to approve 8.11 and 8.12, on behalf of St. John Township Assessor approving Service Agreement with Republic Services for garbage disposal for the year 2021 in the amount of \$696.00 and ordered same to approve Contract with Sylvia Moon for Cleaning Services for the year 2021 in the amount of \$2,280.00 on behalf of Ross Township Assessor. Motion carried 3-0.

## Order #9 Agenda #8.13

In the Matter of Action to Form Contracts: 8.13 Superior Court Division 1: Service Agreement with Word Systems, LLC for Recording Equipment for the year 2021 in the amount of \$1,902.08.

Tippy made a motion, seconded by Allen, to approve Service Agreement with Word Systems, LLC for Recording Equipment for the year 2021 in the amount of \$1,902.08 on behalf of Superior Court Division 1. Motion carried 3-0.

## Order #10 Agenda #8.14

In the Matter of Action to Form Contracts: 8.14 Auditor: First Amendment to Policy Analytics Contract in an additional amount of \$98,700.00.

Allen made a motion, seconded by Tippy, to approve First Amendment to Policy Analytics Contract in an additional amount of \$98,700.00 on behalf of Lake County Auditor. Auditor present/virtually. Motion carried 3-0.

## Order #11 Agenda #8.15

In the Matter of Action to Form Contracts: 8.15 Treasurer: Per Mar Security Alarm Contracts 2021 in the amount of \$780.00.

Allen made a motion, seconded by Tippy, to approve Per Mar Security Alarm Contracts 2021 in the amount of \$780.00 on behalf of Lake County Treasurer. Motion carried 3-0.

## Order #12 Agenda #8.16

In the Matter of Action to Form Contracts: 8.16 E911: VEEAM Backup Software with Bucher Tech in the amount of \$1,676.70.

Allen made a motion, seconded by Tippy, to approve VEEAM Backup Software with Bucher Tech in the amount of \$1,676.70 on behalf of Lake County E911. Motion carried 3-0.

## Order #13 Agenda #8.17-8.18

In the Matter of Action to Form Contracts: 8.17 Circuit Court: Legal Services Agreement with Brian Smith for Lake County Circuit Court for the year 2021 in the amount of \$15,000.00; 8.18 Circuit Court: Legal Services Agreement with Courtney C. Smith for the year 2021 in the amount of \$15,000.

Allen made a motion, seconded by Tippy, to approve Legal Services Agreement with Brian Smith for Lake County Circuit Court for the year 2021 in the amount of \$15,000.00 and ordered same to approve Legal Services Agreement with Courtney C. Smith for the year 2021 in the amount of \$15,000 on behalf of Lake Circuit Court. Motion carried 3-0.

## Order #14 Agenda #8.20 (w/8.21-8.24)

In the Matter of Action to Form Contracts: 8.20 Sheriff: Request to purchase four (4) aircraft navigation databases with Griffith Aviation in the amount of \$2,596.00 which was the lowest and most responsive bidder; 8.21-8.24: Sheriff: listed below.

Allen made a motion, seconded by Tippy, to approve 8.20 through 8.24, on behalf of the Sheriff, all recommendations are to the lowest and most responsive bidder, listed below. Motion carried 3-0.

Order #14 Agenda #8.20 (w/8.21-8.24) cont'd.

Sheriff: 8.20-8.24

8.20 Sheriff: Request to purchase four (4) aircraft navigation databases with Griffith Aviation in the amount of \$2,596.00 which was the lowest and most responsive bidder.

8.21 Sheriff: Police Trak Systems Maintenance Agreement for Drug Task Force in the amount of \$550.00

8.22 Sheriff: Request to Purchase four (4) Meyer A519 aircraft jacks for maintenance and repairs from Aircraft Tool and Supply in the amount of \$3,418.60 (Other quotes from Sky Geek \$3,889.13 and Boeing \$6,771.60)

8.23 Sheriff: Request to Purchase six (6) Ultralite ALS Basic Plus Packages Blue Light for Crime Scene Investigation Department from Arrowhead Scientific in the amount of \$11,986.20 (Other quotes from TriTech Forensics \$11,994.00 and Lynn Peavy Company \$12,008.00)

8.24 Sheriff: Request to purchase Jack Weight EZ RFX 4-40 Kit tool that will be used to weight the helicopters from Intercomp in the amount of \$7,068.88 (Other quotes from Aircraft Sales \$9,092.00 and General Electrodynamics \$12,070.00)

Order #15 Agenda #8.25

In the Matter of Action to Form Contracts: 8.25 Sheriff: Lease/Maintenance Agreement Stanley Convergent Security Solutions in the amount of \$52,800.00 (1year).

Allen made a motion to approve, Tippy seconded with discussion, stating that "there was some discussion a couple years back with members of the Sheriff's Department that there may be duplication here regarding this service and item 8.28, I'm okay with, I believe the duplication is necessary at this point but I would just request we start looking into that as we did in the past, my seconded holds, end discussion, approving Lease/Maintenance Agreement Stanley Convergent Security Solutions in the amount of \$52,800.00 (1year) on behalf of the Sheriff. Motion carried 3-0.

Order #16 Agenda #8.26-8.27

In the Matter of Action to Form Contracts: 8.26 Sheriff: DLZ Contract Modification 1 for an additional \$10,000; 8.27 Sheriff: DLZ Phase 2 contract in the amount of \$20,180.00.

Tippy made a motion, seconded by Allen, to approve 8.26 and 8.27, on behalf of the Sheriff, DLZ Contract Modification 1 for an additional \$10,000 and DLZ Phase 2 contract in the amount of \$20,180.00. Motion carried 3-0.

Order #17 Agenda #8.28

In the Matter of Action to Form Contracts: 8.28 Sheriff: Lease/Maintenance Agreement with ATN for cameras, monitors and power supplies in Lake County Jail in the amount of \$20,700.00.

Allen made a motion, seconded by Tippy, to approve Lease/Maintenance Agreement with ATN for cameras, monitors and power supplies in Lake County Jail in the amount of \$20,700.00 on behalf of Sheriff. Motion carried 3-0.

Order #18 Agenda #8.29-8.42

In the Matter of Action to Form Contracts: 8.29-8.42 Highway: listed below.

Allen made a motion, seconded by Tippy, to approve 8.29 through 8.42 on behalf of the Highway Department, Contracts listed below. Motion carried 3-0.

8.29-8.42 Highway: listed below.

8.29 Highway: Approve Stop Sign Ordinance Petition Finding Fact for 133<sup>rd</sup> Avenue & State Line Road

STOP FORM

**ORDINANCE PETITION**

**FINDING OF FACT**

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF ~~(S)~~ STOP SIGN (S) AT THE FOLLOWING INTERSECTION ~~(S)~~ BE (APPROVED) ~~(DENIED)~~.

Eastbound 133<sup>rd</sup> Avenue TO STOP FOR State Line Road

Westbound 133<sup>rd</sup> Avenue TO STOP FOR State Line Road

TO STOP FOR \_\_\_\_\_

PETITIONED BY Chuck Abraham

**BASED UPON THE FOLLOWING FIND OF FACT:**

1.) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON December 28, 2020 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3 AND HAS DETERMINED THAT ~~(A)~~ STOP SIGN(S) ~~(S)~~ **ARE WARRANTED** AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

2.) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES **ARE JUSTIFIED** ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO **ESTABLISH** ~~(DENY)~~ STOP SIGN (S) AT THE ABOVE DESCRIBED LOCATION.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

| (APPROVE)                           | (DENY)                   | (SIGNATURE) | DATE       | (APPROVE)                | (DENY)                   | (SIGNATURE)   | DATE       |
|-------------------------------------|--------------------------|-------------|------------|--------------------------|--------------------------|---------------|------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |             | 1-11-2021  | <input type="checkbox"/> | <input type="checkbox"/> | Michael Repay | 02/17/2021 |
| LAKE COUNTY SHERIFF                 |                          |             |            | COUNTY COMMISSIONER      |                          |               |            |
| <input type="checkbox"/>            | <input type="checkbox"/> |             |            | <input type="checkbox"/> | <input type="checkbox"/> |               |            |
| LAKE COUNTY HIGHWAY SUPERINTENDENT  |                          |             |            | COUNTY COMMISSIONER      |                          |               |            |
| <input type="checkbox"/>            | <input type="checkbox"/> |             | 12-28-2020 | <input type="checkbox"/> | <input type="checkbox"/> | Jerry Tippy   | 02/17/2021 |
| LAKE COUNTY HIGHWAY ENGINEER        |                          |             |            | COUNTY COMMISSIONER      |                          |               |            |

(Page 2 County Council Signature Page)

\*complete attachment on file "agenda items 2021 FEB"

Order #18 Agenda #8.29-8.42 cont'd

8.29-8.42(cont'd) Highway: listed below.

8.30 Highway: Contract for Waste Removal with Republic Services in the amount of \$337.50

8.31 Highway: Boarder Bridge Agreement between Kankakee County Illinois and Lake County Indiana for Bridge #38 and Bridge 221B

8.32 Highway: State Line Road to Calumet Avenue and 101<sup>st</sup> Ave./Exchange Street State Line Road Intersection Improvement and Signalization with NIES Engineering Agreement in the amount of \$231,000.00

8.33 Highway: Intergovernmental Agreement for the Construction of Traffic Signals at the Intersection of Exchange St./101<sup>st</sup> Ave and State Line Road.

**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTION OF EXCHANGE STREET/101 St AVENUE AND STATE LINE ROAD**

**WHEREAS**, the County of Lake is a body corporate and politic situated in the State of Indiana (hereinafter referred to as "LAKE COUNTY"); and

**WHEREAS**, the County of Will is a body corporate and politic situated in the State of Illinois (hereinafter referred to as "WILL COUNTY"); and

**WHEREAS**, the Crete Township Road District is a body corporate and politic situated in the State of Illinois (hereinafter referred to as the "DISTRICT"); and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the LAKE COUNTY, WILL COUNTY, and the DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State or any other state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

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

**WHEREAS**, the Indiana Act applies to another state to the extent authorized by the law of that state; and

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and DISTRICT are political subdivisions empowered by the Indiana Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities; and

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and DISTRICT have determined that entry into an interlocal cooperation agreement for the improvement public works project is

in the best interests of their respective residents and therefore, have determined that it is advisable to enter into and become a participating unit under such an interlocal cooperation agreement pursuant to the applicable provisions of Indiana and Illinois Law.

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and the DISTRICT, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the existing intersection of Exchange Street/101<sup>st</sup> Avenue and State Line Road with the installation of traffic signals and other appurtenant work (hereinafter referred to as "IMPROVEMENT"),

**WHEREAS**, County Highway 49 (Exchange Street, west of State Line Road) at this intersection is under the jurisdiction of WILL COUNTY;

**WHEREAS**, State Line Road is under the jurisdiction of the DISTRICT;

**WHEREAS**, 101<sup>st</sup> Avenue, east of State Line Road at this intersection is under the jurisdiction of LAKE COUNTY;

**WHEREAS**, a non-governmental private partner, Ridgway Petroleum, is building a gas station/convenience store at the south east corner of 101<sup>st</sup> and State Line and has made a financial commitment is not to exceed \$170,000 towards this project. Ridgway Petroleum will enter a separate agreement with LAKE COUNTY regarding the same.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, WILL COUNTY, LAKE COUNTY, and the DISTRICT (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

1. The IMPROVEMENT shall be constructed by LAKE COUNTY in accordance with the plans prepared by LAKE COUNTY and permitted by WILL COUNTY.
2. WILL COUNTY and the DISTRICT agree to provide sufficient funds for their contribution toward construction costs of this improvement as outlined in Exhibit "A".
3. The estimated total not to exceed for the IMPROVEMENT is One Million Thirty Thousand Three Hundred Ninety-Eight Dollars and Ninety-One Cents (\$1,030,398.91). Upon award of the contract for the improvement, LAKE COUNTY will invoice WILL COUNTY and the DISTRICT for one hundred percent (100%) of the amount of their estimated share of the construction costs for the improvement. The WILL COUNTY payment will be under county section number 20-00086-25-TL. The DISTRICT payment will be under township section number 21-02432-00-TL. Upon completion of the improvement and final inspection by LAKE COUNTY, WILL COUNTY, and the DISTRICT, the PARTIES will agree on each agency's final share of the costs for the improvement based on the final actual costs and additional payments or reimbursements shall be made to the appropriate party.

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Order #18 Agenda #8.29-8.42 cont'd

4. The DISTRICT will be utilizing allotments from the Rebuild Illinois Bond Grants. Should there be insufficient funds in the bond account at the time of invoice, WILL COUNTY will pay the remaining balance from funds under section 20-00086-25-TL. The DISTRICT shall reimburse WILL COUNTY section 20-00086-25-TL as additional allotments are made to the bond grant fund until such time as the balance is paid.
5. The duration of this Agreement shall be from the execution date of this Agreement to completion of the IMPROVEMENTS, provided that this Agreement is adopted by Resolution by WILL COUNTY, LAKE COUNTY, and the DISTRICT.
6. Upon completion of the project, all PARTIES agree that LAKE COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice WILL COUNTY and the DISTRICT for their share of said costs of repair, less any reimbursement received by LAKE COUNTY from insurance or otherwise, which LAKE COUNTY agrees to use reasonable efforts to pursue. The share of these costs shall be as outlined in Exhibit "B".
7. LAKE COUNTY shall retain the right to control the sequence and timing of the traffic signals. WILL COUNTY or the DISTRICT shall notify LAKE COUNTY in the event that it believes that the sequence or timing of the traffic signals is incorrect. If LAKE COUNTY agrees to change the sequence and timing of the traffic signals, LAKE COUNTY shall be responsible for making any approved changes to the sequence or timing of the traffic signals. Signal timing shall be in compliance with the applicable provisions within the "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
8. WILL COUNTY shall retain jurisdiction of Exchange Street west of State Line Road.
9. The DISTRICT shall retain jurisdiction of State Line Road.
10. LAKE COUNTY shall retain jurisdiction of 101<sup>st</sup> Avenue east of State Line Road.
11. Upon any amendment, addition, deletion or other change to the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LAKE COUNTY, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards. The share of these costs shall be as outlined in Exhibit "B"
12. This document shall be the final embodiment of the Agreement by and between WILL COUNTY, LAKE COUNTY, and the DISTRICT. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of WILL COUNTY, LAKE COUNTY, and the DISTRICT.
13. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.

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14. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
15. Each PARTY agrees to defend and indemnify the other PARTY or PARTIES from and against any claims or causes of action asserted against such other PARTY or PARTIES relating to or arising from the indemnifying PARTY's performance under this Agreement, except for gross negligence or intentional misconduct.
16. This Agreement shall be administered through LAKE COUNTY. The powers of LAKE COUNTY shall be as follows: the powers of the entity shall be exercised by LAKE COUNTY and shall be construed to include all powers directly granted it under the Indiana Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the IMPROVEMENT commencement and completion as set forth in this Agreement.
17. The LAKE COUNTY INDIANA AUDITOR is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by LAKE COUNTY.
18. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Indiana Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the Indiana State Board of Accounts for audit purposes, all pursuant to Indiana Code §36-1-7-6.
19. It is expressly acknowledged and stated that this Agreement is executed and entered into by LAKE COUNTY, WILL COUNTY, and the DISTRICT after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:
- A. By WILL COUNTY on the \_\_\_ day of \_\_\_\_\_, 2020.
- B. By CRETE TOWNSHIP ROAD DISTRICT on the \_\_\_ day of \_\_\_\_\_, 2020.
- C. By the Lake County Indiana Council as the fiscal body of the municipal body known as Lake County Indiana on the \_\_\_ day of \_\_\_\_\_, 2020 by a vote of \_\_\_ in favor and \_\_\_ against and whereby the Lake County Indiana Auditor was directed to attest the same.
- D. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County on the 17th day of Feb. 2021, ~~2020~~ by a vote of 3 in favor and 0 against and whereby the Lake County Auditor was directed to attest the same.
- 20.

21. Any notices under this Agreement shall be sent as follows:

If to WILL COUNTY:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, IL 60433

Will County State's Attorney  
Attention: Civil Division  
57 N. Ottawa Street, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

If to LAKE COUNTY:

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

Attn: Board of County Commissioners  
& its Attorney

If to the DISTRICT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

22. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

WILL COUNTY

ATTEST

\_\_\_\_\_  
Will County Executive

\_\_\_\_\_  
Will County Clerk

(Seal)

Dated at ####, Indiana this 17<sup>th</sup> day of February, 2021, 2020.

LAKE COUNTY

ATTEST

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*Michael Repay*

*Jerry Tippy*

*John Petalas*

##### Michael Repay, Pres.  
Commissioners, Lake County, Indiana

Jerry Tippy

##### Auditor, Lake County, Indiana

(Seal)

Dated at ####, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2020.

Crete Township Road District

ATTEST

\_\_\_\_\_  
Township Clerk

\_\_\_\_\_  
Crete Township Highway Commissioner

(Seal)

**Exhibit "A"**

Engineer's Estimate of Probable Cost (\$1,030,398.91)

| Entity         | Location   | Cost           | Approx. Percentage |
|----------------|--|----------------|--------------------|
| Lake County    | Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd- East Leg             | \$78,830.79    | 7%                 |
|                | 101 <sup>st</sup> Ave - Reconstruction   | \$1,751,372.00 |                    |
| Crete Township | Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd - North and South Legs | \$241,763.66   | 23%                |
|                | State Line Rd -Reconstruction north and south of intersection                              | \$98,302.00    |                    |
| Will County    | Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd - West Leg             | \$605,420.06   | 59%                |
|                | Exchange St - Reconstruction   | \$535,125.00   |                    |
| Gas Station    | Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd-                      | \$ 104,384.40  | 11%                |
|                | \$85,684.00  |                |                    |

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Order #18 Agenda #8.29-8.42 cont'd

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|  |
|--|
| State Line Road Northbound<br>right turn lane - \$24,087.00<br>101 <sup>st</sup> Avenue eastbound turn<br>lane for gas station entrance -<br>\$58,363.00 |
|--|

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**Exhibit "B"**

Future Damages Cost Share of Traffic Signal at the Intersection of Exchange St/101st Ave and  
State Line Rd

| <u>Entity</u>     | <u>Percentage</u> |
|-------------------|-------------------|
| Lake<br>County    | 25%               |
| Crete<br>Township | 50%               |
| Will<br>County    | 25%               |



8.34 Highway: Amendment #1 to Contract with INDOT Federal Aid Br 259, 45<sup>th</sup> over Hart Ditch DES 190281 Bridge Replacement with an increase of \$28,440.00

8.35 Highway: Intergovernmental Agreement Intersection Improvements and Construction Traffic Signals Intersection of Exchange Street/101<sup>st</sup> Avenue and State Line Road with Will County and Crete Twp Illinois in the amount of \$78,830

**INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTION OF EXCHANGE STREET/101 St AVENUE AND STATE LINE ROAD**

**WHEREAS**, the County of Lake is a body corporate and politic situated in the State of Indiana (hereinafter referred to as "LAKE COUNTY"); and

**WHEREAS**, the County of Will is a body corporate and politic situated in the State of Illinois (hereinafter referred to as "WILL COUNTY"); and

**WHEREAS**, the Crete Township Road District is a body corporate and politic situated in the State of Illinois (hereinafter referred to as the "DISTRICT"); and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the LAKE COUNTY, WILL COUNTY, and the DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State or any other state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

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

**WHEREAS**, the Indiana Act applies to another state to the extent authorized by the law of that state; and

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and DISTRICT are political subdivisions empowered by the Indiana Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities; and

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and DISTRICT have determined that entry into an interlocal cooperation agreement for the improvement public works project is in the best interests of their respective residents and therefore, have determined that it is advisable

Page 1 of 11

to enter into and become a participating unit under such an interlocal cooperation agreement pursuant to the applicable provisions of Indiana and Illinois Law.

**WHEREAS**, LAKE COUNTY, WILL COUNTY, and the DISTRICT, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the existing intersection of Exchange Street/101<sup>st</sup> Avenue and State Line Road with the installation of traffic signals and other appurtenant work (hereinafter referred to as "IMPROVEMENT").

**WHEREAS**, County Highway 49 (Exchange Street, west of State Line Road) at this intersection is under the jurisdiction of WILL COUNTY;

**WHEREAS**, State Line Road is under the jurisdiction of the DISTRICT;

**WHEREAS**, 101<sup>st</sup> Avenue, east of State Line Road at this intersection is under the jurisdiction of LAKE COUNTY;

**WHEREAS**, a non-governmental private partner, Ridgeway Petroleum, is building a gas station/convenience store at the south east corner of 101<sup>st</sup> and State Line and has made a financial commitment is not to exceed \$170,000 towards this project. Ridgeway Petroleum will enter a separate agreement with LAKE COUNTY regarding the same.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, WILL COUNTY, LAKE COUNTY, and the DISTRICT (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

1. The IMPROVEMENT shall be constructed by LAKE COUNTY in accordance with the plans prepared by LAKE COUNTY and permitted by WILL COUNTY.
2. WILL COUNTY and the DISTRICT agree to provide sufficient funds for their contribution toward construction costs of these improvements as outlined in Exhibit "A".
3. The estimated total not to exceed for the IMPROVEMENT is One Million Thirty Thousand Three Hundred Ninety-Eight Dollars and Ninety-One Cents (\$1,030,398.91). Upon execution of this Interlocal Agreement, LAKE COUNTY will invoice WILL COUNTY and the DISTRICT for one hundred percent (100%) of the amount of their estimated share of the construction costs for the improvement. The WILL COUNTY payment will be under county section number 20-00086-25-TL. The DISTRICT payment will be under township section number 21-02432-00-TL. Upon completion of the improvement and final inspection by LAKE COUNTY, WILL COUNTY, and the DISTRICT, the PARTIES will agree on each agency's final share of the costs for the improvement based on the final actual costs and additional payments or reimbursements shall be made to the appropriate party.
4. The DISTRICT will be utilizing allotments from the Rebuild Illinois Bond Grants. Should there be insufficient funds in the bond account at the time of invoice, WILL COUNTY will

Page 2 of 11

Order #18 Agenda #8.29-8.42 cont'd

pay the remaining balance from funds under section 20-00086-25-TL. The DISTRICT shall reimburse WILL COUNTY section 20-00086-25-TL as additional allotments are made to the bond grant fund until such time as the balance is paid.

5. The duration of this Agreement shall be from the execution date of this Agreement to completion of the IMPROVEMENTS, provided that this Agreement is adopted by Resolution by WILL COUNTY, LAKE COUNTY, and the DISTRICT.
6. Upon completion of the project, all PARTIES agree that LAKE COUNTY shall repair or cause to be repaired damage to the traffic signal IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice WILL COUNTY and the DISTRICT for their share of said costs of repair, less any reimbursement received by LAKE COUNTY from insurance or otherwise, which LAKE COUNTY agrees to use reasonable efforts to pursue. The share of these costs shall be as outlined in Exhibit "B". LAKE COUNTY will not be responsible for any repairs or maintenance to the roadway IMPROVEMENTS that are under the jurisdiction of WILL COUNTY and the DISTRICT.
7. LAKE COUNTY shall retain the right to control the sequence and timing of the traffic signals. WILL COUNTY or the DISTRICT shall notify LAKE COUNTY in the event that it believes that the sequence or timing of the traffic signals is incorrect. If LAKE COUNTY agrees to change the sequence and timing of the traffic signals, LAKE COUNTY shall be responsible for making any approved changes to the sequence or timing of the traffic signals. Signal timing shall be in compliance with the applicable provisions within the "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
8. WILL COUNTY shall retain jurisdiction of Exchange Street west of State Line Road.
9. The DISTRICT shall retain jurisdiction of State Line Road.
10. LAKE COUNTY shall retain jurisdiction of 101<sup>st</sup> Avenue east of State Line Road.
11. Upon any amendment, addition, deletion or other change to the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LAKE COUNTY, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards. The share of these costs shall be as outlined in Exhibit "B"
12. This document shall be the final embodiment of the Agreement by and between WILL COUNTY, LAKE COUNTY, and the DISTRICT. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of WILL COUNTY, LAKE COUNTY, and the DISTRICT.
13. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.

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14. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
15. Each PARTY agrees to defend and indemnify the other PARTY or PARTIES from and against any claims or causes of action asserted against such other PARTY or PARTIES relating to or arising from the indemnifying PARTY's performance under this Agreement, except for gross negligence or intentional misconduct.
16. This Agreement shall be administered through LAKE COUNTY. The powers of LAKE COUNTY shall be as follows: the powers of the entity shall be exercised by LAKE COUNTY and shall be construed to include all powers directly granted it under the Indiana Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the IMPROVEMENT commencement and completion as set forth in this Agreement.
17. The LAKE COUNTY INDIANA AUDITOR is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by LAKE COUNTY.
18. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Indiana Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the Indiana State Board of Accounts for audit purposes, all pursuant to Indiana Code §36-1-7-6.
19. It is expressly acknowledged and stated that this Agreement is executed and entered into by LAKE COUNTY, WILL COUNTY, and the DISTRICT, and unless otherwise allowed by law, after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:
  - A. By WILL COUNTY on the \_\_\_ day of \_\_\_\_, 2021.
  - B. By CRETE TOWNSHIP ROAD DISTRICT on the \_\_\_ day of \_\_\_\_, 2021.
  - C. By the Lake County Indiana Council as the fiscal body of the municipal body known as Lake County Indiana on the \_\_\_ day of \_\_\_\_, 2021 by a vote of \_\_\_ in favor and \_\_\_ against and whereby the Lake County Indiana Auditor was directed to attest the same.
  - D. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County at a duly advertised Public Meeting on the 17<sup>th</sup> day of Feb., 2021 by a vote of 3 in favor and 0 against and whereby the Lake County Auditor was directed to attest the same.

Page 4 of 11

Order #18 Agenda #8.29-8.42 cont'd

20. Any notices under this Agreement shall be sent as follows:

WILL COUNTY:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, IL 60433

Will County State's Attorney  
Attention: Civil Division  
57 N. Ottawa Street, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

LAKE COUNTY:

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

Attn: Board of County Commissioners  
& its Attorney

The DISTRICT:

Highway Commissioner  
Crete Township Road district  
25405 S. State St.  
Crete, IL 60417

George Mahoney  
Mahoney, Silverman, and Cross  
822 Infantry Dr. Suite 100  
Joliet, IL 60435

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

21. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.

WILL COUNTY

ATTEST

\_\_\_\_\_  
Will County Executive

\_\_\_\_\_  
Will County Clerk  
(Seal)

Dated at Crete, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2021.

Crete Township Road District

ATTEST

Township Clerk \_\_\_\_\_

Crete Township Highway Commissioner  
(Seal)

Dated at Crown Point, Indiana this 17<sup>th</sup> day of February, 2021.

BOARD OF COUNTY COMMISSIONERS,  
LAKE COUNTY, INDIANA

\_\_\_\_\_  
Kyle W. Allen Sr., Commissioner 1<sup>st</sup> District

Jerry Tippy  
Jerry Tippy (Feb 23, 2021 14:53 CST)

Jerry Tippy, Commissioner 2<sup>nd</sup> District

Michael C. Repay  
Michael Repay (Feb 23, 2021 15:21 CST)

Michael C. Repay, Commissioner 3<sup>rd</sup> District

Attest: John E. Petalas  
Lake County Auditor, John E. Petalas  
(Seal)

Order #18 Agenda #8.29-8.42 cont'd

Dated at Crown Point, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE COUNTY

ATTEST

\_\_\_\_\_  
Lake County Council

\_\_\_\_\_  
Lake County Clerk

(Seal)

**Exhibit "A"**

Engineer's Estimate of Probable Cost (\$1,030,398.91)

| Entity                | Location   | Cost          | Approx. Percentage |
|-----------------------|--|---------------|--------------------|
| <b>Lake County</b>    | Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd- East Leg \$87,993.00<br>101 <sup>st</sup> Ave - Reconstruction \$1,751,372.00  | \$78,830.79   | 7%                 |
| <b>Crete Township</b> | Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd - North and South Legs \$77,843.00<br>State Line Rd -Reconstruction north and south of intersection \$98,302.00  | \$241,763.66  | 23%                |
| <b>Will County</b>    | Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd - West Leg \$97,721.00<br>Exchange St - Reconstruction \$535,125.00  | \$605,420.06  | 59%                |
| <b>Gas Station</b>    | Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd- \$85,684.00<br>State Line Road Northbound right turn lane - \$24,087.00<br>101 <sup>st</sup> Avenue eastbound turn lane for gas station entrance - \$58,363.00 | \$ 104,384.40 | 11%                |

**Exhibit "B"**

Future Damages Cost Share of Traffic Signal at the Intersection of Exchange St/101st Ave and State Line Rd

| Entity         | Percentage |
|----------------|------------|
| Lake County    | 25%        |
| Crete Township | 50%        |
| Will County    | 25%        |

Order #18 Agenda #8.29-8.42 cont'd

- 8.36 Highway: Change Order 6 for Br 264-Hart Street Bridge with an increase of \$8,394
- 8.37 Highway: Recommendation for Guardrail Replacement Chase Street / 49<sup>th</sup> Avenue with Ellas Construction Co. \$22,500.00
- 8.38 Highway: Recommendation for 2021 Shelby Tree Removal with Russell's Tree Service \$3,750.00
- 8.39 Highway: Storm Sewer Inlet Repair for 5607 W. Ridge Road with LGS Plumbing \$8,150.00
- 8.40 Highway: Recommendation for Guardrail Replacement for 8300 Block of Patterson St. with Ellas Construction \$19,500.00
- 8.41 Highway: Recommendation for Guardrail Replacement Lake County Bridge 138 Harrison St. over Turkey Creek with Gariup Construction \$42,500.00
- 8.42 Highway: County Utility Agreement Road Cut Permit for 3960 West Main Street Lowell

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

Applicant: ROGER ROZNICKI (798) 362-0733  
3960 W. MAIN ST.  
LAKE DAACORRIA, LOWELL IND.

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 ZIESE + SONS ENGINEERING INC. on behalf of the applicant.

Permission is hereby granted to INSTALL SANITARY SEWER SERVICE LINE  
DIRECTIONAL BORE UNDER ROAD

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: [Signature] 03/2021  
 Lake County Highway Department

Approved by: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Lake County Board of Commissioners

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Order #19 Agenda #8.43-8.52

In the Matter of Action to Form Contracts: 8.43-8.52 Commissioners: listed below.

Allen made a motion, seconded by Tippy, to approve 8.43 through 8.52, on behalf of Commissioners, listed below. Motion carried 3-0.

- 8.43 Commissioners: Change Order #2 for Pangere for Hammond Courthouse Renovations in the amount of \$17,827
- 8.44 Commissioners: Agreement between Per Mar Security Services and the Board of Commissioners year 2021 for Maintenance and Monitoring of Fire Alarm Systems
- 8.45 Commissioners: Service Agreement with S&P Exterminating Services for Pest Control Service at the East Chicago Courthouse for the year 2021 in the amount of \$1,200.00
- 8.46 Commissioners: Change Order #2 for Gatlin in the amount of \$2,285.00
- 8.47 Commissioners: Agreement with F.E. Moran, Inc. for annual inspection and testing of one (1) Wet Fire Sprinkler System at the East Chicago Courthouse for the year 2021 in the amount of \$580.00
- 8.48 Commissioners: Service Agreement with F.E. Moran, Inc. for 2021 in the amount of \$8,160.00
- 8.49 Commissioners: Service Agreement with Performance Companies, Inc. for window cleaning for the East Chicago Courthouse for the year 2021 in the amount of \$1,623.00
- 8.50 Commissioners: Service Agreement with S&P Exterminating Services for Pest Control Service for the Gary Courthouse for the year 2021 in the amount of \$3,600.00
- 8.51 Commissioners: ATT Centrex Contract for alarm system phone lines
- 8.52 Commissioners: Service Agreement between Ace Exterminating Co., Inc. for exterminating services for the year 2021 for various buildings

Order #20 Corrections Agenda #8.53

In the Matter of Action to Form Contracts: 8.53 Commissioners: Purchase of Furniture for Remodel of Superior Court Div 3 from Tib Office in the amount of \$23,309.00. (Other quotes from and Lincoln Office \$22,126.44 and Pulse Technology \$20,136.56).

Allen made a motion, seconded by Tippy, to approve Purchase of Furniture for Remodel of Superior Court Div 3 from Tib Office in the amount of \$23,309.00, since information requested has been provided, on behalf of Superior Court Div 3. Motion carried 3-0.

## Order #21 Agenda #8.54-8.61

In the Matter of Action to Form Contracts: 8.54-8.61 Commissioners: listed below.

Upon recommendation by Attorney Fech, Allen made a motion, seconded by Tippy, to approve agenda item 8.54 through 8.61, on behalf of Commissioners, listed below. Motion carried 3-0.

8.54 Commissioners: Service Provider Contract with Cardiotech CPR Training, LLC effective March 1, 2021 through February 28, 2022 in the amount of \$34,000.00

8.55 Commissioners: Service Agreement with Performance Companies, Inc. for window cleaning at the Hammond courthouse for the year 2021 in the amount of \$1,920.00

8.56 Commissioners: Wastewater Contract with Gertzen Water Management Co. Hermit's Lake Lift Stations and Sanitary Collections System for 2021 in the amount of \$3,425.00 a month

8.57 Commissioners: Change Order #1 for Pangere in the amount of \$2,548.00

8.58 Commissioners: Change Order #19 for Project 7 with Hasse Construction with a reduction of \$2,652.00

8.59 Commissioners: Change Order #1 with Midwestern Electric with a subtraction of \$97,410.00

8.60 Commissioners: Change Order #2 with Midwestern Electric in the additional amount of \$30,285.00

8.61 Commissioners: Contract with RCM for 2021

## Order #22 Agenda #8.62-8.65

In the Matter of Action to Form Contracts: 8.62-8.65 Community Corrections: listed below.

Upon recommendation by Attorney Fech, Allen made a motion, seconded by Tippy, to approve 8.62 through 8.65 on behalf of Community Corrections, listed below. Motion carried 3-0.

8.62 Community Corrections: Extend Contract with Awakenings for an additional two years in the amount of \$56,988 Annually

8.63 Community Corrections: Contract with Monroe Pest Control in the amount of \$1,200

8.64 Community Corrections: Contract with Center for Workforce Innovations in an amount not to exceed \$840.00 weekly

8.65 Community Corrections: Contract with Aramark for Food Service

## Order #23 Agenda #9.1-9.5

In the Matter of Action And/Or Reports on County Owned Property: 9.1-9.5 Various Departments/Offices: listed below.

Allen made a motion, seconded by Tippy, to approve Action And/Or Reports on County Owned Property agenda items 9.1-9.5 for Various Departments/Offices as listed below. Motion carried 3-0.

9.1 Disposal from Auditor's

9.2 Disposal for Superior Court Rm. 5

9.3 Property Disposal Westwind

9.4 Recorder Property Disposal

9.5 Disposal of Property Request for Data

## Order #24 Agenda #10.1

In the Matter of Action on Commissioners' Items: 10.1 Commissioners: Letter to REDI Transports to Recover Costs Associated with Capture of Leon Taylor.

Comes now, Attorney Fech, on behalf of item 10.1 Letter to REDI Transports to Recover Costs Associated with Capture of Leon Taylor, indicated for the record, that, "it costed the County Taxpayers through the Sheriff's Department through the Lake County Prosecutor's Office as well as the City of Gary Police Department somewhere in the neighborhood of approximately \$30,000 for the capture of Mr. Taylor, this letter is demanding payment to the transport company who is responsible for transporting Mr. Taylor from the State of Texas back to Indiana on murder charges", end report.

Allen made a motion, seconded by Tippy, to approve 10.1, Letter to REDI Transports to Recover Costs Associated with Capture of Leon Taylor. Motion carried 3-0.

DocuSign Envelope ID: 09F1C50F-F22E-4F76-A124-9D6B8DE788DC



THE BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

2283 North Main Street Crown Point, Indiana 46307 Phone: (219) 786-3200 Fax: (219) 786-3084

Kyle W. Allen, Sr., First District Jerry Tippy, Second District Michael C. Repay, Third District

February 11, 2021

Sent via First Class Mail and Certified Mail #7013 2630 0001 2784 3940

REDI Transports 1015 Challenger Ct. Green Bay, WI 53411

RE: Recover of Costs Associated with Capture of Leon Taylor

Dear Sir or Madame:

Please be advised that the Lake County Board of Commissioners represents the interests of the Lake County Government. This letter will serve as Notice of Intent to Recover the costs associated with the capture of Leon Taylor following his escape from your transport vehicle on or about December 14, 2020.

Based upon the visual evidence and the inconsistent statements of the transport officer, there is very little doubt that REDI Transports and its employee were grossly negligent in the transport of Mr. Taylor back to Lake County. As such, Lake County is making full demand of REDI Transports for the costs to apprehend Mr. Taylor which occurred on December 30, 2020. This demand includes the sum paid to REDI Transports of \$3,150.00. Below, you will find the full cost paid by Lake County and the City of Gary associated with this matter totaling \$30,757.99. A deeper breakdown can be provided at your request.

- Lake County Sheriff's Department - \$25,684.58
Lake County Prosecutor's Office - \$1,038.53
City of Gary Police Department - \$884.88
Amount Paid to REDI Transports - \$3,150.00

Sincerely, Lake County Board of Commissioners Michael C. Repay, President

CC: Sheriff Oscar Martinez Chief Vincent Balbo Bernard Carter Barbara McConnell Mayor Jerome Prince Deputy Mayor Trent McCain

Michael Repay Approved this 17th day of Feb, 2021

Order #25 Agenda #10.2-10.4

In the Matter of Action on Commissioners' Items: 10.2 Highway: Lake County Bridge Inspections Report Phase 2 Signature Page to Make Matter of Public Record; 10.3 Highway: Approve Stop Sign Ordinance Petition Finding Fact 117th Avenue & Hawthorne St.; 10.4 Highway: Approve Stop Sign Ordinance Petition Fact Finding for 177th and White Oak.

Allen made a motion, seconded by Tippy, to approve Action on Commissioners' Items, 10.2 Highway: Lake County Bridge Inspections Report Phase 2 Signature Page to Make Matter of Public Record, 10.3 Highway: Approve Stop Sign Ordinance Petition Finding Fact 117th Avenue & Hawthorne St., and 10.4 Highway: Approve Stop Sign Ordinance Petition Fact Finding for 177th and White Oak. \*(Please note: 117th and White Oak not 177th). Motion carried 3-0.

STOP FORM

ORDINANCE PETITION

FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF (A) STOP SIGN (S) AT THE FOLLOWING INTERSECTION (S) BE (APPROVED) (DENIED).

Eastbound 117th Avenue TO STOP FOR Hawthorne Street
Westbound 117th Avenue TO STOP FOR Hawthorne Street
TO STOP FOR

PETITIONED BY Silas Smith

BASED UPON THE FOLLOWING FIND OF FACT:

1.) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON December 28, 2020 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (A) INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3 AND HAS DETERMINED THAT (A) STOP SIGN(S) (S) (ARE) (NOT) WARRANTED AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

2.) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES (ARE) (NOT) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIAN UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO (ESTABLISH) (DENY) STOP SIGN (S) AT THE ABOVE DESCRIBED LOCATION.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

(APPROVE) (DENY) (SIGNATURE) DATE
Lake County Sheriff: 1-11-2021
Lake County Highway Superintendent:
Lake County Highway Engineer: 12-28-2020

(APPROVE) (DENY) (SIGNATURE) DATE
Michael Repay 02-17-2021
County Commissioner
02-17-2021
02-17-2021
County Commissioner



STOP FORM

**ORDINANCE PETITION**

FINDING OF FACT

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF ~~(A)~~ STOP SIGN (S) AT THE FOLLOWING INTERSECTION ~~(#)~~ BE ~~(APPROVED)~~ (DENIED).

Eastbound 117<sup>th</sup> Avenue TO STOP FOR White Oak Avenue

Westbound 117<sup>th</sup> Avenue TO STOP FOR White Oak Avenue

TO STOP FOR \_\_\_\_\_

PETITIONED BY Silas Smith

BASED UPON THE FOLLOWING FIND OF FACT:

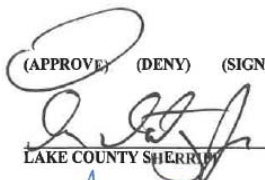



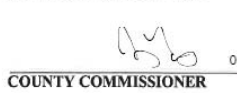
1.) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON December 28, 2020 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3 AND HAS DETERMINED THAT ~~(A)~~ STOP SIGN(S) ~~(#)~~ **(ARE) (NOT) WARRANTED** AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

2.) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES **(ARE) (NOT) JUSTIFIED ACCORDING TO** THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO ~~(ESTABLISH)~~ **(DENY)** STOP SIGN (S) AT THE ABOVE DESCRIBED LOCATION.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS

BOARD OF COUNTY COMMISSIONERS

| (APPROVE)                           | (DENY)                   | (SIGNATURE)   | DATE       | (APPROVE)                | (DENY)                   | (SIGNATURE)   | DATE       |
|-------------------------------------|--------------------------|---|------------|--------------------------|--------------------------|---|------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |   | 1-11-2021  | <input type="checkbox"/> | <input type="checkbox"/> | Michael Repay   | 02-17-2021 |
|                                     |                          | LAKE COUNTY SHERIFF   |            |                          |                          | COUNTY COMMISSIONER   |            |
|                                     |                          |  |            |                          |                          |  | 02-17-2021 |
|                                     |                          | LAKE COUNTY HIGHWAY SUPERINTENDENT  |            |                          |                          | COUNTY COMMISSIONER   |            |
|                                     |                          |  | 12-28-2020 |                          |                          |  | 02-17-2021 |
|                                     |                          | LAKE COUNTY HIGHWAY ENGINEER  |            |                          |                          | COUNTY COMMISSIONER   |            |

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Order #26 Agenda #10.5-10.6

In the Matter of Action on Commissioners' Items: 10.5 Commissioners: Lake County Engineer's Office Emergency Repair with Peerless Midwest, Inc. in the amount of \$500.00; 10.6 Commissioners: Emergency with TLC Plumbing, Inc. performed the repair in the amount of \$202.50.

Allen made a motion, seconded by Tippy, to approve Action on Commissioners' Items, 10.5 Commissioners: Lake County Engineer's Office Emergency Repair with Peerless Midwest, Inc. in the amount of \$500.00, and 10.6 Commissioners: Emergency with TLC Plumbing, Inc. performed the repair in the amount of \$202.50. Motion carried 3-0.

Order #27 Agenda #10.7-10.8

In the Matter of Action on Commissioners' Items: 10.7 Highway: Approve Stop Sign Ordinance Petition Finding of Fact 121<sup>st</sup> Avenue & Clark Road; 10.8 Highway; Easement Vacation Plat 8450 Broadway, Merrillville In Matter of Public Record.

Allen made a motion, seconded by Tippy, to approve Action on Commissioners' Items, 10.7 Highway: Approve Stop Sign Ordinance Petition Finding of Fact 121<sup>st</sup> Avenue & Clark Road, and 10.8 Highway; Easement Vacation Plat 8450 Broadway, Merrillville In Matter of Public Record. Motion carried 3-0.

STOP FORM

ORDINANCE PETITION

FINDING OF FACT
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE HEREBY REQUEST THE ESTABLISHMENT AND POSTING OF (A) STOP SIGN (S) AT THE FOLLOWING INTERSECTION (S) BE (APPROVED) (DENIED).

Eastbound 121st Avenue TO STOP FOR Clark Road
Westbound 121st Avenue TO STOP FOR Clark Road
TO STOP FOR

PETITIONED BY Catherine Flynn, 4910 W 121st Avenue

BASED UPON THE FOLLOWING FIND OF FACT:
1.) AN ENGINEERING STUDY WAS CONDUCTED BY THE LAKE COUNTY HIGHWAY DEPARTMENT ON December 28, 2020 UNDER THE DIRECTION OF THE LAKE COUNTY HIGHWAY ENGINEER (AN INDIANA LICENSED PROFESSIONAL ENGINEER) IN ACCORDANCE WITH THE INDIANA UNIFORM TRAFFIC MANUAL FOR STREETS AND HIGHWAYS AS REQUIRED BY INDIANA CODE 9-21-3 AND HAS DETERMINED THAT (A) STOP SIGN(S) (AS) (ARE) (NOT) WARRANTED AT THE ABOVE DESCRIBED LOCATION (S) IN UNINCORPORATED LAKE COUNTY, INDIANA.

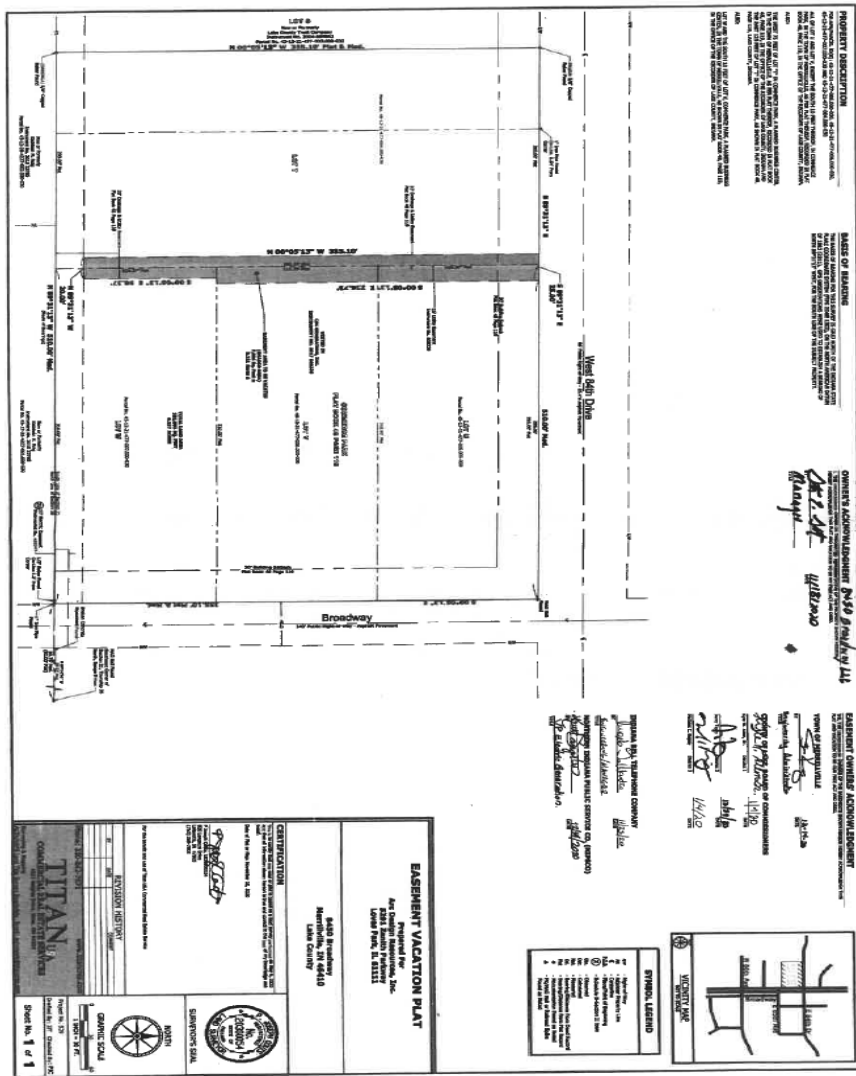
2.) AFTER A REVIEW OF THE LAKE COUNTY HIGHWAY DEPARTMENT BUDGET IT HAS BEEN DETERMINED THAT THE EXPENDITURE OF FUNDS FOR THE PURCHASE AND INSTALLATION OF TRAFFIC CONTROL DEVICES (ARE) (NOT) JUSTIFIED ACCORDING TO THE ENGINEERING STUDY AND THE INDIANA UNIFORM TRAFFIC MANUAL AT THE ABOVE DESCRIBED LOCATION (S).

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LAKE BASED UPON THE ABOVE FINDING OF FACTS PETITION THE LAKE COUNTY COUNCIL OF THE COUNTY OF LAKE TO (ESTABLISH) (DENY) STOP SIGN (S) AT THE ABOVE DESCRIBED LOCATION.

RECOMMENDED TO THE BOARD OF COUNTY COMMISSIONERS BOARD OF COUNTY COMMISSIONERS

(APPROVE) (DENY) (SIGNATURE) DATE (APPROVE) (DENY) (SIGNATURE) DATE
Lake County Sheriff: 1-11-2021
Lake County Highway Superintendent: 12-28-2020
County Commissioner: Michael Repay 02-17-2021
County Commissioner: 02-17-2021
County Commissioner: 02-17-2021

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Order #28 Agenda #10.9-10.10

In the Matter of Action on Commissioners' Items: 10.9 Commissioners: Approve Petition to Fill Area 2 Vacancy with Gerald Aimutis, Sr. of the Independence Hill Conservancy District for 1 year; 10.10 Commissioners: Pay invoice to JM Industrial Services for \$22,204.00 for Demolition and removal of 200-26 21st Ave, Gary.

Allen made a motion, seconded by Tippy, to approve Action on Commissioners' Items, 10.9 Commissioners: Approve Petition to Fill Area 2 Vacancy with Gerald Aimutis, Sr. of the Independence Hill Conservancy District for 1 year and 10.10 Commissioners: Pay invoice to JM Industrial Services for \$22,204.00 for Demolition and removal of 200-26 21st Ave, Gary. Motion carried 3-0.

Order #29 Agenda #11.1 w/ 11.2-11.3

In the Matter of State Board of Accounts Items: 11.1 Auditor: Accounts Payable Voucher Register for County payroll -Pay Date 1-4-2021; 11.2 Auditor: Accounts Payable Voucher Register for County Payroll -Pay Date 1-15-2021; 11.3 Auditor: LC 265 1-01-21 To 2-17-2021; Hand Cuts 1-01-21 To 2-17-21; LC 130 02-17-2021.

Allen made a motion, seconded by Tippy, to approve State Board of Accounts Items on behalf of Auditor, listed below. Motion carried 3-0.

- 11.1 Auditor: Accounts Payable Voucher Register for County Payroll –Pay Date 1-4-2021;  
 11.2 Auditor: Accounts Payable Voucher Register for County Payroll –Pay Date 1-15-2021;  
 11.3 Auditor: LC 265 1-01-21 To 2-17-2021; Hand Cuts 1-01-21 To 2-17-21; LC 130 02-17-2021.

Order #30 Agenda #11.4-11.5

In the Matter of State Board of Accounts Items: 11.4 Accounts Payable Voucher Register; 11.5 Treasurer Monthly Report.

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

- 11.4 (Economic Development) Accounts Payable Voucher Register  
 11.5 Treasurer Monthly Report (for the Month of December 2020)

Order #31 Agenda #12.1 w/12.2

In the Matter of Action on Bonds/Insurance: 12.1 Highway: Certificate of Insurance up-date; 12.2 Clerk: Public Official Bond for Lorenzo Arredondo.

Allen made a motion, seconded by Tippy, to approve 12.1 and 12.2, Action on Bonds/Insurance for Highway - Certificate of Insurance up-date and for Clerk - Public Official Bond for Lorenzo Arredondo. Motion carried 3-0.

Order #32 Agenda #14.1

In the Matter of Staff Reports: 14.1 Lake County Weights and Measures Monthly Report for the period of December 16, 2020 to January 15, 2021 to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record Lake County Weights and Measures Monthly Report for the period of December 16, 2020 to January 15, 2021. Motion carried 3-0.

Order #33 Agenda #14

In the Matter of Staff Reports.

Comes now, Commissioner Repay asked Attorney Fech to speak regarding Judge Moss Contract for Legal Services with Attorney Kurowski, Fech recommended Commissioners make a motion to add item 8.66, Contract with Attorney Steven Kurowski as a Public Defender in Lake County Superior Court, County Division Room 2, a standard Public Defender contract, in a total amount of \$28,500.00, end report.

Allen made a motion to add and approve the Contract as read into the record, Tippy seconded the motion, approving the additions of item 8.66 - Contract with Attorney Steven Kurowski in the amount of \$28,500 for Lake Superior Court, County Division Room 2 a standard Public Defender Contract. Motion carried 3-0.

Order #34 Agenda #15.1-15.9

In the Matter of Council Items: 15.1 – 15.9 Resolutions and Ordinances.

Allen made a motion, seconded by Tippy, to approve 15.1 through 15.9, on behalf of the Lake County Council, listed below. Motion carried 3-0.

- 15.1 Resolution 20-55 – Honoring Crown Point Wrestler Jessie Mendez  
 15.2 Resolution 21-01 Proclaiming February as Black History Month  
 15.3 Ordinance 1455A Lake County Mileage Rate for 2021  
 15.4 Ordinance 1451E-1 Amending the Lake County 2021 Salary Ordinance, Ordinance No. 1451E, Reorganizing Positions in the Lake County Recorder's Office, (Fund 179-0400)  
 15.5 Ordinance 1455B Establishing the Lake County Adult Community Corrections SIM Opioid Grant Fund, a Non-Reverting Fund  
 15.6 Ordinance 1453B-1 Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2021, Ordinance No. 1453B for the Lake County Health Department  
 15.7 Ordinance 1453B-2 Amending the Lake County Part-Time Employees Pay Rate Ordinance for 2021, Ordinance NO. 1453B for LADOS – DIV II  
 15.8 Ordinance 1451E-2 Amending the Lake County 2021 Salary Ordinance, Ordinance No. 1451E, Reorganizing Positions in the County Highway Department – (Fund 001-5011)  
 15.9 Ordinance 1455C Establishing the Lake County Community Economic Development Department's U.S. Dept. of the Treasury Coronavirus Relief Fund (CRF) Emergency Rental Assistance (ERA) Direct Grant Fund, a Non-Reverting Fund

Order #35 Agenda #4.1

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.1 Highway: 2021 Asphalt (5 categories).

This being the day, time and place for the receiving of bids for Asphalt for the year 2021 for Highway Department, the following bids were received:

|   |                |
|---|----------------|
| <u>Asphalt – AE-90 Liquid Asphalt</u>   |                |
| Asphalt Materials, Inc.   | \$1.819 gallon |
| Walsh & Kelly, Inc.   | \$3.50 gallon  |
| <u>Asphalt – Bituminous Materials and Surface Milling Delivered and Applied</u> |                |
| Rieth-Riley Construction Co., Inc.  | \$5,239,300.00 |
| Walsh & Kelly, Inc.   | \$4,949,100.00 |
| <u>Asphalt – Bituminous Materials and Surface Milling Picked Up</u>             |                |
| Rieth-Riley Construction Co., Inc.  | \$29,200.00    |
| Town & Country Construction, Inc.   | \$33,200.00    |

|  |                |
|--|----------------|
| JenStar Asphalt, LLC   | \$30,100.00    |
| Walsh & Kelly, Inc.  | \$28,200.00    |
| <u>Asphalt – Bituminous Materials for Roadway Patching Bridge and Deck Delivered and Applied</u> |                |
| Town & Country Construction, Inc.  | \$348,000.00   |
| Walsh & Kelly, Inc.  | \$369,500.00   |
| <u>Asphalt – Seal Coat Chip and Seal</u>   |                |
| Rieth-Riley Construction Co., Inc.   | \$1,396,500.00 |
| Pavement Solutions, Inc.   | \$1,405,750.00 |
| Walsh & Kelly, Inc.  | \$1,067,750.00 |

Allen made a motion, seconded by Tippy, to take the above mentioned bids under advisement for further tabulation and recommendation. Highway Engineer present (virtually and in Auditor's Office recommended bids be taken under advisement upon being asked by Commissioner Tippy) Motion carried 3-0.

Order #36 Agenda #4.2

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.2 Highway: Community Crossings – 101<sup>st</sup> Avenue, State Line Road, And Exchange Street Improvement Project.

This being the day, time and place for the receiving of bids for Community Crossings for Highway Department, the following bids were received:

| Company                            | Base           | Alt          | Total          |
|------------------------------------|----------------|--------------|----------------|
| Rieth-Riley Construction Co., Inc. | \$1,609,266.90 | \$896,268.00 | \$2,505,534.90 |
| Walsh & Kelly, Inc.                | \$1,488,435.30 | \$832,254.12 | \$2,320,689.42 |

Allen made a motion to take the bids under advisement, Duane, Highway Engineer, spoke, stating they have a deadline by April 8<sup>th</sup> to get a Contract down to INDOT and they have reviewed the bids this morning and that the bids tabulate just as Stacy read in to the record and would recommend to award Walsh & Kelly in the amount of \$2,320,689.42, Allen withdrew his motion, Allen made a motion, seconded by Tippy, to accept the Highway Engineer's recommendation to accept the lowest and most responsive bid of Walsh & Kelly, Inc. in the amount of \$2,320,689.42 for Community Crossings – 101<sup>st</sup> Avenue, State Line Road, And Exchange Street Improvement Project. Motion carried 3-0.

Order #37 Agenda #4.3

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.3 Highway: 2021 Top Soil.

This being the day, time and place for the receiving of proposals for Top Soil for the Highway Department, the following proposals were received:

Hubinger Landscaping Corp. \$75,000.00

Comes now, Commissioner Allen, stated that since this has been re-bid on more than one occasion he would make a motion to accept the proposal from Hubinger Landscaping Corp. in the amount of \$75,000.00 for Top Soil for the year 2021 for Lake County Highway Department, Tippy seconded the motion. Motion carried 3-0.

Order #38 Agenda #4.4

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.4 Highway: 2021 Seeding.

This being the day, time and place for the receiving of proposals for Seeding for the year 2021 for Highway Department, the following proposals were received:

Hubinger Landscaping Corp. \$22,350.00  
Blade Cutters \$66,450.00

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

Order #39 Agenda #4.5

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: 4.5 Commissioners: Central Plant Offices.

This being the day, time and place for the receiving of proposals for Central Plant Offices on behalf of Commissioners, the following proposals were received:

Sneed Construction Inc. \$58,072.77  
Gariup Construction Co., Inc. \$47,777.00  
Hasse Construction Co., Inc. \$52,150.00  
The Pangere Corporation \$39,470.00

Comes now, Tom Kuhn of CSK Architects, before the Board of Commissioners, requested award to Pangere.

Order #39 Agenda #4.5 cont'd

Allen made a motion, seconded by Tippy, to accept the recommendation, given by Tom Kuhn, based on the final review by CSK Architects, to award the Central Plant Offices project to The Pangere Corporation in the amount of \$39,470.00 as the low bidder according to the bid tabulations read aloud and contingent upon review by the Architect. Motion carried 3-0.

Order #40 Agenda #16

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

Comes now, Members of the Public comments, Chief Balbo for the Lake County Sheriff's Department, to speak before the Board of Commissioners, stating November 2020 Sheriff's Department made a request to purchase multiple items that are considered essential for their enforcement responsibilities those were not addressed those items were table asked for

reconsideration for antennas for all patrol vehicles, a dive boat, Dive Unit has been training all winter long it's considered essential for the operations of the underwater recover & rescue unit, lift for Police garage that is not operating which is considered a safety issue and about four other, asking for all tabled be reconsidered. No further comment.  
No Elected Officials comments. No Commissioners comments.

The next Board of Commissioners Regular Meeting will be held on Wednesday, March 17, 2021 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 virtually:  
Attorney Matthew Fech

\_\_\_\_\_  
MICHAEL REPAY, PRESIDENT

\_\_\_\_\_  
KYLE ALLEN Sr., COMMISSIONER

\_\_\_\_\_  
JERRY TIPPY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
JOHN E. PETALAS, LAKE COUNTY AUDITOR