

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

The Pledge was given, there was moment of Silence 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 31st day of January, 2022 at about 11:39 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner’s courtroom on the 31st day of January, 2022 at about 11:39 a.m.

Public Virtual Conference: WebEx Meeting ID: 2631 921 7087 Password: commissioners

Order #1

In the Matter of Action on Commissioners’ Items: Memorandum of Understanding with the City of Gary, Indiana.

Allen made a motion to approve Memorandum of Understanding with the City of Gary, Indiana, Tippy seconded motion with a question, asking, “is this every year”, Commissioner Allen, answered, “no, this is the first time actually, they are providing salt and/or fuel, so primarily the roads that are contiguous to unincorporated Calumet Township that come into Gary, which would be 45th, 47th, 49th, and 41st, brief discussion among Board members continued”, Tippy, asked, “so the agreement provides for them to provide us with fuel or to reimburse us for the fuel?”, Allen answered, “I believe it’s to provide fuel, not necessarily to reimburse us monetarily”, Tippy, “so then our trucks have to go to one of their places to get gas?”, Allen, upon researching the agreement, stated, “I stand corrected, it is material, it is salt”, brief discussion among Board members continued, seconded stands. Motion carried 3-0.

**Memorandum of Understanding for Snow Removal
Between the Lake County Board of Commissioners and the
City of Gary, Indiana**

WHEREAS, the City of Gary, Indiana, (City), is a municipal entity located in Lake County, Indiana duly organized under the existing laws of the State of Indiana; and

WHEREAS, the Lake County Board of Commissioners (Commissioners) serve as the executive body for Lake County, Indiana; and

WHEREAS, Indiana code (IC 36-1-7 et seq) permits 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 Commission wishes to remove snow in the Glen Park area of Gary to allow safe passage to main thoroughfares in the City including ingress and egress from the unincorporated areas of Calumet Township near the City and

WHEREAS, the recitals, representations, covenants and recitations set forth in the foregoing are material to this Agreement and are hereby incorporated into and made a part of this Agreement; and

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. The City agrees to:

- 1. Provide half of the salt materials needed for use on the roads in Gary that will be plowed by the the Lake County Highway Department no later than December 16, 2021 and the other half after the initial load is depleted by approximately 75% (25% remaining for use).

B. The Board of Commissioners agrees to:

- 1. Provide personnel and equipment to plow the roads in the Glen Park area of Gary as shown in the map attached to allow safe ingress and egress to main thoroughfares in Gary including for residents in unincorporated Calumet Township.
- 2. Prepare and provide an estimate of how much salt material will be needed for the 2021-22 winter season no later than December 16, 2021. The amount of salt will be calculated by proportioning the amount of material the driver applies to his route. The Lake County Highway Department will track how many tons of salt each driver applies to their route. The attached map shows the roads and mileage for each agency (Attachment 1).
- 2. Notify the City when the initial load of salt materials is depleted to less than 25% so the City can deliver more salt materials.

Order #1 cont'd

- C. **Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last until project completion, but no longer than four months after commencement of the Project, unless extended by written agreement of all parties.
- D. **Filing.** This Agreement will be recorded with the Lake County Recorder and filed with the Lake County Auditor and Indiana State Board of Accounts within thirty (30) calendar days after execution for audit purposes.
- E. **Time of Essence.** Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- F. **Records.** The City agrees to maintain all records and documentation related to and supportive of the snow removal project. Further, any such records and necessary information that may be maintained by the City shall be readily available to Board of Commissioners, its representatives or designated agent(s), external auditors, State Board of Accounts, or other duly authorized parties requiring access to such records. The City shall ensure that such records are maintained in accordance with the governing federal and state regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless a longer retention term is required by Indiana law, or unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City shall cooperate with Board of Commissioners to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.
- G. **Liability.** Each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.
- H. **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) calendar days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided below.
- I. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.
- J. **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

2

- K. **Severability.** If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
- L. **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.
- M. **Waiver Ineffective.** No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
- N. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the City:
 Attn: Corporation Counsel, City of Gary
 504 Broadway St.
 Gary IN, 46402

To the Board of Commissioners:
 Attn: Commissioner Kyle Allen
 Lake County Board of Commissioners
 2293 N. Main Street
 Crown Point, In 46307

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

- O. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- P. **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the party
- Q. **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.
- R. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall be effective until all parties hereto have executed this Agreement.

3

Order #1 cont'd

Lake County Board of Commissioners

City of Gary Board of Public Works

Michael Repay
Michael Repay, President

[Signature]
President

Kyle W. Allen, Sr.
Kyle W. Allen, Sr., Vice President

[Signature]
Vice President

Jerry Tippy
Jerry Tippy, Member

Angela Lechett
Secretary MEMBER

Attest:

John E. Petalas
John Petalas, Auditor

Attest:

Angela Lechett
Corporation Counsel, City of Gary

January 19, 2022
Date

2/8/22
Date

Order #2

In the Matter of Action on Commissioners' Items: Approve RFQ for Property Damage Insurance Broker to be advertised with a return date of Wednesday, March 16, 2022 no later than 9:30a.m. in the Lake County Auditor's Office.

Allen made a motion to approve RFQ for Property Damage Insurance Broker to be advertised with a return date of Wednesday, March 16, 2022 no later than 9:30a.m. in the Office of the Lake County Auditor's, Tippy seconded the motion with question, asking, "is this other than vehicles", Repay, responded, "yes just property". Motion carried 3-0.

Order #3

In the Matter of Action on Commissioners' Items: Public Hearing on Tax Sale Certificate Donations to Non-Profits.

Allen made a motion, seconded by Tippy, to open this agenda item up to Public Hearing and/or Comment. Motion carried 3-0.

President Repay, called for anybody present would like to speak on the topic of the Public Hearing which is Tax Sale Certificate Donations to Non-Profits, Non-Profits entities in Lake County, the City of Gary and Town of Merrillville, Attorney Fech read location addresses and the entities aloud for public record, there was a second and third call for anyone present(virtually) who wished to speak, for or against, the topic of Public Hearing on Tax Sale Certificate Donations to Non-Profits, hearing none, Allen made a motion, seconded by Tippy, to close Public Hearing and Comment portion for this agenda item. Motion carried 3-0.

Allen made a motion to donate Tax Sale Certificates to the Non-Profit entities as presented in the agenda item, Tippy seconded the motion, President Repay, commented, stating, "these are often times people get it confused, we're not donating property, we're donating a certificate, which our right, the Board of Commissioners right to collect taxes, so in donating those all the Non-Profits or the Municipalities need to do some work and essentially what we're trying to do, we're not trying to get rid of the property or change the property, we're trying to get taxes owed for these properties, but of course if taxes are not owed, then these non-profits have the opportunity to perfect the certificate and then take ownership of the property", end discussion. Motion carried 3-0.

Cont'd.

Order #3 cont'd

Legal Notice
Public Hearing on the Assignment of Commissioner Owned
Tax Sale Certificates to Exempt Nonprofit Organizations

Pursuant to Indiana statute, a public hearing will be held on February 2, 2022 at 10:30 a.m. to receive public input on the proposed assignment of certain commissioner owned tax sale to exempt nonprofit organizations.

IC 6-1.1-24-17(d) specifically requires that the public be informed that the Board of Commissioners will hear at the public session any opposition to the proposed assignments.

The organizations are exempt from income tax under the provisions of 26 USC 501(c) (3).

The following nonprofit organizations have requested that the Lake County Board of Commissioners assign to them the indicated tax sale certificates:

- 1. St. John Baptist Church, 2457 Massachusetts Street, Gary, IN 46407:
 - Parcel No 1: 45-08-15-156-026.000-004, 2444 Connecticut Street, Gary, In 46407
 - Parcel No 2: 45-08-15-156-027.000-004, 2448 Connecticut Street, Gary, In 46407
 - Parcel No 3: 45-08-15-156-028.000-004, 2452 Connecticut Street, Gary, In 46407
- 2. The Blind Social Center, 5129 Jefferson Street, Gary, IN 46408:
 - Parcel No 1: 45-08-33-479-007.000-004, 5195 Washington Street, Gary, In 46408
 - Parcel No 2: 45-08-33-478-014.000-004, 5186 Washington Street, Gary, In 46408
 - Parcel No 3: 45-08-33-478-009.000-004, 5179 Adams Street, Gary, In 46408
- 3. River of Life Ministries, 609 Madison Street, Gary, In 46402
 - Parcel No 1: 45-08-04-426-004.000-004, 525 Madison St., Gary, In 46402
 - Parcel No 2: 45-08-04-426-005.000-0004, 529 Madison St., Gary, In 46402
 - Parcel No 3: 45-08-04-426-012.000-004, 557 Madison St., Gary, In 46402
 - Parcel No 4: 45-08-04-426-015.000-004, 571 Madison St., Gary, In 46402
 - Parcel No 5: 45-08-04-404-014.000-004, 532 Madison St., Gary, In 46402
 - Parcel No 6: 45-08-04-404-015.000-004, 536 Madison St., Gary, In 46402

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Jerry Tippy *Michael Repay*
APPROVED THIS 2nd DAY OF February 20, 22

- Parcel No 7: 45-08-04-404-016.000-004, 540 Madison St., Gary, In 46402
- Parcel No 8: 45-08-04-404-017.000-004, 544 Madison St., Gary, In 46402
- Parcel No 9: 45-08-04-431-009.000-004, 637 Jefferson St., Gary, In 46402
- Parcel No 10: 45-08-04-431-011.000-004, 641 Jefferson St., Gary, In 46402
- Parcel No 11: 45-08-04-457-018.000-004, 816 Madison St., Gary, In 46402
- Parcel No 12: 45-08-04-457-020.000-004, 824 Madison St., Gary, In 46402
- Parcel No 13: 45-08-04-457-021.000-004, 830 Madison St., Gary, In 46402
- Parcel No 14: 45-08-04-457-022.000-004, 832 Madison St., Gary, In 46402
- Parcel No 15: 45-08-04-457-023.000-004, 836-42 Madison St., Gary, In 46402
- Parcel No 16: 45-08-04-457-024.000-004, 844 Madison St., Gary, In 46402
- Parcel No 17: 45-08-04-476-007.000-004, 320 W.8th Ave., Gary, In 46402
- 4. Progressive Community Church, 656 Carolina Street, Gary, In 46402
 - Parcel No 1: 45-08-03-327-034.000-004, 530 E. 6th Avenue, Gary, In 46402
 - Parcel No 2: 45-08-03-328-031.000-004, 544 Carolina Street, Gary, In 46402
 - Parcel No 3: 45-08-03-328-037.000-004, 570 Carolina Street, Gary, In 46402
 - Parcel No 4: 45-08-03-329-021.000-004, 544 Georgia Street, Gary, In 46402
 - Parcel No 5: 45-08-03-329-028.000-004, 572 Georgia Street, Gary, In 46402
 - Parcel No 6: 45-08-03-331-022.000-004, 610 Virginia, Gary, In 46402
 - Parcel No 7: 45-08-03-331-031.000-004, 646-48 Virginia, Gary, In 46402
 - Parcel No 8: 45-08-03-332-018.000-004, 604 Carolina Street, Gary, In 46402
 - Parcel No 9: 45-08-03-332-032.000-004, 672 Carolina Street, Gary, In 46402
 - Parcel No 10: 45-08-03-352-001.000-004, 107-19 E. 7th Avenue, Gary, In 46402
 - Parcel No 11: 45-08-03-353-039.000-004, 220 E. 8th Avenue, Gary, In 46402

Order #3 cont'd

Parcel No 12: 45-08-03-379-020.000-004, 720 E. 8th Avenue, Gary, In 46402

Parcel No 13: 45-08-04-256-032.000-004, 440 Jackson Street, Gary, In 46402

5. South Shore Neighborhood Development Corp, 370 E. 84th Drive, Suite 100, Merrillville, In 46410

Parcel No 1: 45-09-07-128-012.000-004, 5353 E. 11th Place, Gary, In 46403

Parcel No 2: 45-08-12-206-036.000-004, 4240 E. 12th Place, Gary, In 46403

Parcel No 3: 45-08-12-226-012.000-004, 4514 E. 10th Place, Gary, In 46403

Parcel No 4: 45-08-12-227-011.000-004, 4525 E, 10th Place, Gary, In 46403

Parcel No 5: 45-09-07-131-003.000-004, 1023 Gibson Place, Gary, In 46403

Parcel No 6: 45-09-07-130-003.000-004, 5421 E. 10th Avenue, Gary, In 46403

Parcel No 7: 45-09-07-128-015.000-004, 1118 Fayette Street, Gary, In 46403

Parcel No 8: 45-12-05-479-016.000-030, 1910 W. 61st Avenue, Merrillville, In 46410

Parcel No 9: 45-08-08-406-015.000-004, 1708 Roosevelt Place, Gary, In 46404

Parcel No 10: 45-08-15-176-017.000-004, 2306 Maryland Street, Gary, In 46407

Parcel No 11: 45-07-11-229-026.000-004, 1044 Hobart Street, Gary, In 46406

The Lake County Commissioners are assigning a tax sale certificate. The exempt nonprofits will then have to follow a specific procedure prescribed by statute in order to obtain a deed.

Lake County Board of Commissioners

TO BE PUBLISHED ONE TIME

Parcel No 12: 45-08-03-379-020.000-004, 720 E. 8th Avenue, Gary, In 46402

Parcel No 13: 45-08-04-256-032.000-004, 440 Jackson Street, Gary, In 46402

5. South Shore Neighborhood Development Corp, 370 E. 84th Drive, Suite 100, Merrillville, In 46410

Parcel No 1: 45-09-07-128-012.000-004, 5353 E. 11th Place, Gary, In 46403

Parcel No 2: 45-08-12-206-036.000-004, 4240 E. 12th Place, Gary, In 46403

Parcel No 3: 45-08-12-226-012.000-004, 4514 E. 10th Place, Gary, In 46403

Parcel No 4: 45-08-12-227-011.000-004, 4525 E, 10th Place, Gary, In 46403

Parcel No 5: 45-09-07-131-003.000-004, 1023 Gibson Place, Gary, In 46403

Parcel No 6: 45-09-07-130-003.000-004, 5421 E. 10th Avenue, Gary, In 46403

Parcel No 7: 45-09-07-128-015.000-004, 1118 Fayette Street, Gary, In 46403

Parcel No 8: 45-12-05-479-016.000-030, 1910 W. 61st Avenue, Merrillville, In 46410

Parcel No 9: 45-08-08-406-015.000-004, 1708 Roosevelt Place, Gary, In 46404

Parcel No 10: 45-08-15-176-017.000-004, 2306 Maryland Street, Gary, In 46407

Parcel No 11: 45-07-11-229-026.000-004, 1044 Hobart Street, Gary, In 46406

The Lake County Commissioners are assigning a tax sale certificate. The exempt nonprofits will then have to follow a specific procedure prescribed by statute in order to obtain a deed.

Lake County Board of Commissioners

TO BE PUBLISHED ONE TIME

Order #4

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

There were none.

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

The next Board of Commissioners Regular Meeting will be held on Wednesday, February 16, 2022 at 10:00 A.M.

The following officials were Present:
Attorney Matthew Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR