

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, Roll Call was made, there was moment of Silence, those present were asked to remember former County Treasurer Irene Holinga, whom passed away on May 22, 2022, the first woman elected to Countywide Office in Lake County

Emergency Exit announcement was made.

A courtesy copy of the agenda and notice of this meeting was emailed by Matthew Cruz to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 14th day of June, 2022 at about 12:00 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 14th day of June, 2022 at about 12:00 p.m.

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

Order #1 Agenda #3

In the Matter of Additions, Deletions, Corrections: 3.1-3.3 Addition: listed below; 3.4 Deletion: listed below.

Allen made a motion, seconded by Tippy, to amend Agenda as presented and read into the record by the County Attorney, additions and deletion listed below. Motion carried 3-0.

3.1 ADDITION: SHERIFF: Award and Contract with Summit Food Service, most responsive bidder for Food Service for the LC Jail for the years 2022 and 2023

3.2 ADDITIONS: COMMISSIONERS: Contract with The Pangere Corporation for the 4H Restroom Improvements at the LC Fairgrounds in the amount of \$72,380. (Precision Builders \$86,500)

3.3 ADDITION: PUBLIC DEFENDER: Request to terminate contract with Alger Boswell

3.4 DELETION: COMMISSIONER: Approve Specifications for Elevator Upgrades at the Westwind Building to be advertised with the return date of Wednesday, July 20, 2022 to the Lake County Auditor's Office by 9:30 a.m.

Order #2 Agenda #4

In the Matter of Public Opening of Vendor Responses To Requests For Bids and Quotes: 4.1 HVAC Renovations to IT Rooms.

Allen made a motion, seconded by Tippy, to approve opening of vendor responses for requests for bids and quotes for agenda item 4.1. Motion carried 3-0.

Order #3 Agenda #11.1

In the Matter of Action on Commissioners' Items: 11.1 Hearing for the CBDG funds; 11.2 Proof of Publication for the hearing of the CBDG Funds; 11.2 Proof of Publication for the hearing of the CDBG.

Allen made a motion, seconded by Tippy, to open the Public Hearing for Community Development Block Grant. Motion carried 3-0.

President Repay announced, at this time, we will have Public Hearing for the County's allotment of our CDBG Fund a Public Hearing.....comes now, Attorney Fech, presented the opening remarks for CDBG Public Hearing.....President Repay asked if anyone present wishes to speak for or against the Community Development Block Grant program (CDBG).....asking once twice and a third time for anyone present or present online wishing to speak.....Community Development Director Tim Brown spoke.....hearing none other.....public comment closed upon a motion made by Allen, seconded by Tippy. Motion carried 3-0.

Comes now, Attorney Fech, before the Board of Commissioners regarding the CDBG funds program with the Citizen Participation Plan, Affirmative Action Plan, Section 3 Understanding, and Resolution authorizing the County Executive to submit a project proposal for CDBG funding, to be approved and adopted.

Allen made a motion, seconded by Tippy, to make a matter of public record agenda item 11.2, proof of publication for the Hearing of CDBG funds. Motion carried 3-0.

Allen made a motion, seconded by Tippy, to approve Affirmative Action Plan, Section 3 Understanding, and Resolution authorizing the County Executive to submit a project proposal for CDBG funding. Motion carried 3-0.

OPENING REMARKS FOR CDBG PUBLIC HEARING

Each spring, the Lake County Community Economic Development Department applies to the U.S. Department of Housing and Urban Development (HUD) for new funding through the Community Development Block Grant program (CDBG).

One of the application requirements is to hold public hearings in the communities where CDBG funding is allocated in order to obtain input from the local citizens on the proposed use(s) of the new funding. For FY2022, the County of Lake CDBG allocation is \$75,000.00.

The most common use of CDBG funds is for infrastructure, including street reconstruction, sanitary sewers, water line extensions, storm drainage improvements, sidewalks, and projects to remove architectural barriers (handicapped access), such as curb cuts and wheelchair ramps. CDBG funds may also be used to eliminate slums and blight through demolition of unsafe buildings or other clearance activities.

CDBG funded infrastructure projects may only be done in areas where the neighborhood is at least 47% low/moderate income according to HUD guidelines. In most cases, an income survey must be done to qualify the area for funding eligibility. The income information taken by the survey is strictly confidential, and is used solely for the purpose of determining the area's eligibility for CDBG funding.

Handicapped access projects and demolition may be done anywhere in a community, without the need for area income determinations.

The public hearing is just the start of the application process for Lake County. There are a series of legal advertisements and comment periods that take place during the summer, prior to final grant approval from HUD in late August. New CDBG funding is released to the County and its entitlement communities on or around September 1st and needs to be expended by June 15th of the following year.

After public comment tonight, three documents need to be read and adopted: the Affirmative Action Program, Section 3 Understanding, and a Resolution authorizing the County Executive to submit a project proposal for CDBG funding.

~~Firmly Project Applications, and supporting documentation, need to be submitted no later than April 15, 2022 for review by Lake County.~~

The floor is open for comments.

Went up to \$120,000

Cont'd.

Order #3 Agenda #11.1 cont'd

RESOLUTION NUMBER 2022-04

**A RESOLUTION AUTHORIZING AND DIRECTING THE PRESIDENT OF THE LAKE COUNTY BOARD OF COMMISSIONERS TO SUBMIT A PROJECTS PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEAR 2022**

WHEREAS, under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its Application, that it has held one public hearing to obtain the views of citizens of Community Development needs; and

WHEREAS, it is desirable and in the public interest that Lake County, Indiana, hereinafter called the ("County"), undertake and carry out Community Development activities; and


WHEREAS, the County is proposing a project for assistance under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of Seventy Five Thousand Dollars (\$75,000.00) and

WHEREAS, the County has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and

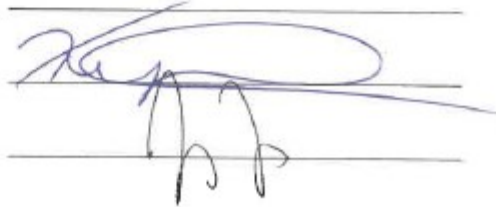
WHEREAS, the County has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development activities and undertaking with Federal financial assistance under Title 1, including those prohibiting discrimination because of race, color, creed, sex or national origin;

NOW THEREFORE, BE IT RESOLVED, by the County of Lake, Indiana:

Section 1: That the President of The Board of Commissioners of the County of Lake, IN is hereby authorized to file a Project proposal for funds under Title 1 of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act.

  
\_\_\_\_\_  
President of The Board of  
Commissioners of the County of Lake

The Board of Commissioners of the County of Lake

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

ATTEST:

  
\_\_\_\_\_

Order #3 Agenda #11.1 cont'd

LAKE COUNTY, INDIANA
Section 3 Understanding

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to create job opportunities for low-income persons when HUD funds are expended on a construction project.

Section 3 covered projects are construction, reconstruction, conversion, or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance of the HUD programs.

- 30% of all covered new hires for the year FY 2022

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity which is subcontracted, and 3% of non building trade activity (construction management, etc.), is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135 and the Lake County Section 3 Plan.

I certify that I have read the information above and understand the Section 3 requirements and numerical goals.

Name: [Signature]
Title: Board of Commissioners, County of Lake, Indiana
Date: June 15, 2022

AFFIRMATIVE ACTION PROGRAM
IMPLEMENTING SECTION 3 OF THE
HOUSING AND URBAN DEVELOPMENT ACT OF 1968

SPECIFIC AFFIRMATIVE ACTION STEPS

COUNTY OF LAKE agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the department in preparing and implementing the affirmative action plan.
B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish the goals.
E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project area, are also let on a negotiated basis, where ever feasible when let in a Section 3 covered project area.
F. To formally contact unions, subcontractors and trade associations, to secure their cooperation for this program.
G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
H. To maintain records including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
[Signature]
APPROVED BY THE BOARD OF COMMISSIONERS OF LAKE COUNTY, INDIANA 2022

Signature
Title

## Order #4 Agenda #5

In the Matter of Approval of Minutes From Prior Meetings: 5.1 Minutes 05-18-2022.

Allen made a motion, seconded by Tippy, to approve Minutes of Commissioners Meeting held Wednesday, May 18, 2022. Motion carried 3-0.

## Order #5 Agenda #6.1 &amp; #6.3

In the Matter of Approve Specifications For Bids: 6.1 Sheriff; 6.3 Commissioners: listed below.

Allen made a motion, seconded by Tippy, to approve agenda item 6.1 and 6.3, advertising of specifications for the return of bids by Wednesday, July 20, 2022 no later than 9:30 a.m. to Lake County Auditor, listed below. Motion carried 3-0.

6.1 SHERIFF: Approve Specification for purchase of 2022 or 2023 Ford Transit Passenger XLT AWD Van for Special Operations to be returned July 20, 2022 no later than 9:30 a.m. to Lake County Auditor

6.3 COMMISSIONERS: Approve Specifications for Roof Access Improvements on the Lake County Government Campus to be advertised with a return date of Wednesday, July 20, 2022 to the Lake County Auditor's Office by 9:30 a.m.

## Order #6 Agenda #9.1

In the Matter of Action to Form Contracts: 9.1 Lake Superior Court, Civil Division: Consulting Contract with Funk & Wendlinger LLC from January 1, 2022 to December 31, 2022 in an amount not to exceed \$15,000.

Allen made a motion, seconded by Tippy, to approve Lake Superior Court, Civil Division: Consulting Contract with Funk & Wendlinger LLC from January 1, 2022 to December 31, 2022 in an amount not to exceed \$15,000. Motion carried 3-0.

## Order #7 Agenda #9.2

In the Matter of Action to Form Contracts: 9.2 Council: Consulting Contract with the Law Office of Ray L. Szarmach, P.C. from June 1, 2022 through December 31, 2022 in the amount of \$63,000.

Allen made a motion to approve Consulting Contract with the Law Office of Ray L. Szarmach, P.C. from June 1, 2022 through December 31, 2022 in the amount of \$63,000, Tippy seconded with discussion, asking, "Mr. Szarmach's contract for this year was through May 31<sup>st</sup> and Mr. O'Donnell was to take over as the Council at that time, is that correct?", Fech, responded, "that's correct", Tippy, continued, "So, what would be the reason for extending Mr. Szarmach's contract?", Fech, responded, "based upon my review, it's for continued transition from Mr. Szarmach to Mr. O'Donnell as the Council Attorney", Tippy, continued, "And I would assume then that the Council has approved the additional funds to pay for this contract", Fech, responded, "that's correct Commissioner", end discussion. Motion carried 3-0.

## Order #8 Agenda #9.3-9.4

In the Matter of Action to Form Contracts: 9.3 E-911: Approve purchase with Motorola for APX NXT Radio and features over three years in the amount of \$8,350.80; 9.4 E-911: Renewal with Nelson Systems for Eventide recording system for the period of June 1, 2022 through May 31, 2023 in the amount of \$28,548.31.

Comes now, Commissioner Allen, with question to E-911 Department, asking, "Is it radio or radios, one radio or multiple radios?", Department Deputy Director, Christopher Wittmer, replied, "One radio", Repay, asked question, "is there a purpose for getting one radio?", Department Deputy Director, Christopher Wittmer present/spoke, replied, "So, in our IT Department, we have radio programming, that we want to get our hands on this new radio", Repay, commented, "ok so this the newest one", Department Deputy Director, Christopher Wittmer, continued, "this is the newest Motorola radio and we understand that some departments are demoing this same radio and looking to purchase a radio template for programming purposes and so on and so forth", Repay, commented, "thank you", end discussion, Allen made a motion, seconded by Tippy, to approve 9.3 E-911: Approve purchase with Motorola for APX NXT Radio and features over three years in the amount of \$8,350.80 and ordered same to approve 9.4 E-911: Renewal with Nelson Systems for Eventide recording system for the period of June 1, 2022 through May 31, 2023 in the amount of \$28,548.31. Motion carried 3-0.

## Order #9 Agenda #9.5

In the Matter of Action to Form Contracts: 9.5 St. John Township Assessor: Service Agreement with Culligan Pure Waters, LLC for Cooler Rental & Maintenance, Water Delivery for the year 2022.

Allen made a motion, seconded by Tippy, to approve Service Agreement with Culligan Pure Waters, LLC for Cooler Rental & Maintenance, Water Delivery for the year 2022 on behalf of St. John Township Assessor. Motion carried 3-0.

## Order #10 Agenda #9.6

In the Matter of Action to Form Contracts: 9.6 Sheriff: Analyst Consulting Contract with Colin Louis Campbell for Grant Project Safe Neighborhoods Internet Violence Reduction Exploitation at the rate of \$15.00 per hour up to a maximum of 29 hours per week.

Allen made a motion to approve Analyst Consulting Contract with Colin Louis Campbell for Grant Project Safe Neighborhoods Internet Violence Reduction Exploitation at the rate of \$15.00 per hour up to a maximum of 29 hours per week on behalf of Sheriff Department, Tippy seconded with discussion, asking, "is this a contract that we...", Chief Balbo, came forth for discussion, stating, "this is part of a PSN Grant, it's a Federal grant, this is the last hire, we've hired three people prior, they're all in intelligence positions, this is good through December 31<sup>st</sup> of this year so they're going to pay, this will be the last part of this Grant", end discussion. Motion carried 3-0.

## Order #11 Agenda #9.7-9.14

In the Matter of Action to Form Contracts: 9.7-9.14 Commissioners: Contracts listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 9.7 through 9.14, Commissioners contracts listed below. Motion carried 3-0.

9.7 COMMISSIONERS: MOU with the Lake County Parks and Recreation Department for the Expansion of the Pennsy Greenway Trail in a total amount not to exceed \$189,161.18

Cont'd.



Order #11 Agenda #9.7-9.14 cont'd

**Memorandum of Understanding for Expansion of the  
Pennsy Greenway Trail  
Between the Lake County Board of Commissioners and the  
Lake County Parks and Recreation Department**

WHEREAS, the Lake County Parks and Recreation Department ("Parks Department"), is a entity duly organized under the existing under the laws of the State of Indiana; and

WHEREAS, pursuant to Indiana code (IC 36-10-3-11 et seq), the Parks Department is duly authorized to enter into agreements (Memorandums of Understandings) that foster the development and redevelopment of the property within the jurisdictional boundaries of the Parks Department; and

WHEREAS, the Parks Department possesses the professional staff necessary to prepare the legally required documents for the expansion of the Pennsy Greenway Trail; and

WHEREAS, the Lake County Board of Commissioners serve as the executive body for Lake County, Indiana; 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 Parks Department agrees to:**

1. Provide the personnel with the necessary qualifications to properly perform all of the activities required for the expansion of the Pennsy Greenway Trail.
2. Prepare and provide an itemized cost and expense proposal to the Board of Commissioners for providing all of the services provided for herein and discuss this with the Board of Commissioners.
3. Prepare a detailed project schedule in a format agreeable to both parties stating the estimated time required for completion of performance of each of the significant phases of this project.
4. Secure any and all necessary inspections for the trail expansion project and provide copies of the same to the Board of Commissioners.
5. Implement the necessary process to properly procure competitive quotes or bids for the trail expansion project.
6. ~~Share draft copies of all bid documents and contracts with the counsel designated by the Board of Commissioners for review and comment at least fourteen (14) calendar days before letting the project for bid and discuss any changes requested by Board of Commissioners.~~ *JD*
7. Share copies of all quote and bid documents, including necessary insurance certificates and bonds, with Board of Commissioners along with an appropriate quote and bid tabulations.
8. Award the contracts to the lowest responsive and responsible bidder.
9. Monitor and document the monitoring of trail expansion project.
10. Notify, orally and in writing, any observed noncompliance and provide copies of all said notices to Board of Commissioners.

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11. Issue stop orders for any legal violations or significant noncompliance with any substantial requirement of the contract documents and work with the contractor(s) to regain compliance and completion of the project. Copy Board of Commissioners on any and all such orders and keep Board of Commissioners advised of the progress toward compliance.
12. Review and make written recommendations for all contractor pay requests and requests for change orders and provide copies of same to Board of Commissioners.
13. Issue a certificate of substantial completion for the trail expansion work, signed by both the contractor and the Commission, when appropriate, along with an appropriate punch list.
14. Issue a certificate of final completion, signed by the contractor and Commission, and an accompanying recommendation for final payment.
15. Submit detailed, itemized invoices in a format specified by the Board of Commissioners, based on a time and materials basis, to the Board of Commissioners for payment for the Commission's services, in a total amount not to exceed \$189,161.18.

**B. The Board of Commissioners agrees to:**

1. Provide the funds for this trail expansion project in a total amount not to exceed \$189,161.18.
2. Designate Board of Commissioners Counsel and cooperate with the Parks Department in good faith by providing the Parks Department with all requested documentation that is reasonably available, promptly discussing issues about the project as they develop, and provide the Parks Department control of access to the Property throughout the quoting, bidding, inspection, and trail expansion processes.
3. Review and comment on all draft documentation submitted to it by the Parks Department in an expeditious manner.
4. Make payments to the inspector and contractor as recommended by the Parks Department within thirty (30) calendar days of receiving the Park's Department written recommendation regarding same.
5. Pay all appropriate Parks Department invoices within thirty (30) calendar days of receipt by the Board of Commissioners.

**C. Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last until project completion, but no longer than one (1) year after commencement of the Project, unless extended by written agreement of all parties.

**D. Administrative Authority.** Primary authority for administration and management of the demolition project shall primarily rest with the Parks Department and its authorized representatives. The Board of Commissioners shall cooperate with the Parks Department with respect to the project and shall have final decision making authority regarding the expenditure of Board of Commissioners funds provided under this Agreement.

**E. Filing.** This Agreement will be filed with the Indiana State Board of Accounts within thirty (30) calendar days after execution.

**F. 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

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## Order #11 Agenda #9.7-9.14 cont'd

herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**G. Records.** The Parks Department agrees to maintain all records and documentation related to and supportive of the demolition project. Further, any such records and necessary information that may be maintained by the Parks Department 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 Parks Department 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 Parks Department 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

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**N. 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.

**O. Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To the Lake County Parks and Recreation Department  
Attn: Jim Basala  
8411 E. Lincoln Avenue  
Crown Point, IN 46307

To the Board of Commissioners:  
Attn: Commissioner Jerry Tippy  
2293 North 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.

**P. 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.

**Q. Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.

**R. 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.

**S. Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

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Order #11 Agenda #9.7-9.14 cont'd

Lake County Board of Commissioners

Michael Repay  
 Michael Repay, President

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

Jerry Tippy  
 Jerry Tippy, Member

Lake County Parks and Recreation Department

Jim Basala  
 Jim Basala  
 CEO & Secretary to Board

5/31/2022  
 DATE

Attest By:  
John Petalas  
 John Petalas, Auditor

June 15, 2022  
 DATE

Order #11 Agenda #9.7-9.14 cont'd

- 9.8 COMMISSIONERS: Contract with Mitchell International, Inc. for State Reporting Services for Workers' Compensation from July 1, 2022 through July 1, 2023.
- 9.9 COMMISSIONERS: Award and Contract with Gatlin Plumbing and Heating, low bidder, for HVAC Renovations at the Lake County Morgue in the amount of \$557,400.00 (Amber Mechanical Contractors, Inc. \$866,000)
- 9.10 COMMISSIONERS: Amendment to the Professional Services Agreement with CSK Architects. Compensation Adjustment of an additional \$322,000.00 per the attached CSK Architects P.C. proposal dated November 15, 2021
- 9.11 COMMISSIONERS: CSK Change Order to 4<sup>th</sup> Floor EMA Renovation to provide additional electrical work with Pangere in the amount of \$3,047.00
- 9.12 COMMISSIONERS: Award and Contract with Northwest Indiana Environmental, lowest bidder, for the 4H Building Bathroom Abatement in the amount of \$3,400.00
- 9.13 COMMISSIONERS: Change Order #1 for the Fairground's 4H Restroom Improvement Project in the amount of \$5,779.00
- 9.14 COMMISSIONERS: Change Order #1 for Fine Art Building Maintenance Improvement Project in the amount of \$3,700.

Order #12 Agenda #9.15-9.25

In the Matter of Action to Form Contracts: 9.15-9.25 Highway: Contracts listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 9.15 through 9.25, Highway contracts listed below. Motion carried 3-0.

- 9.15 HIGHWAY: Award and Contract with Gateway Office Equipment, Lowest and Most Responsive, for a Copier Scanner in the amount of \$7,094.00. (Regal Business Machines \$8,212.00; Tib Office Equipment \$9,988)
- 9.16 HIGHWAY: Utility Agreement AT&T-Indiana Crown Point place ipp, fiber, handholes, peds on prts 43, 97-98, 67-86 and 109-130 in Lake County Right of Way. Patterson St., Schererville, South to St. John. Aspen Trail, Reeds Addition Subdivision, 81<sup>st</sup> Ave. Patterson West to Columbia
- 9.17 HIGHWAY: Utility Agreement-Ledcor Technical Services-MCI Metro-DBA Verizon Transmission Services. Location Broad St. South to Avenue H to Shockley St. as platted but unincorporated
- 9.18 HIGHWAY: Award and Contract to the lowest and most responsive bidder, Rieth-Riley Construction Co. for 81<sup>st</sup> Avenue and Sheffield Intersection Improvements @ southeast quadrant of 81<sup>st</sup> and Sheffield Avenue in the amount of \$58,350.00. (Milestone Contractors, LP \$130,250; No bids received from Austin Equipment, Inc.; Gallagher Asphalt; Gariup Construction Co.; Town & Country Const.)
- 9.19 HIGHWAY: Change Order 1 with Russell's Tree Service for Tree Removal and Clearing at 45<sup>th</sup> Ave., Phase #3, Colfax to Whitcomb for 9 Additional Trees in the amount of \$17,533.00
- 9.20 HIGHWAY: Change Order #1 with Ellas Construction Co. Inc. for Lake County Bridge #47, Description Bridge Plaque additional tooled plaque added to project in the amount of \$1,800.00
- 9.21 HIGHWAY: Change Order #4 for CCMG 2020-2 -101<sup>ST</sup> Avenue and State Line, Exchange Street Improvement Projects with a reduction of \$213,805.75 which adjusts the final contract price in the amount of \$2,138,746.67
- 9.22 HIGHWAY: Utility Agreement with AT&T Placing both Ariel and buried fiber, innerduct, peds and closure along W. 101<sup>st</sup> Street and Gettler, St. John, Indiana
- 9.23 HIGHWAY: Utility Agreement with Commonwealth Edison (COMED) Utility Adjustments for future traffic adjustments and road conditions. South approximately 2656' just south of Kankakee River
- 9.24 HIGHWAY: Award and Contract with, lowest bidder, Homer Tree Service for the tree and stump removal at various locations in the amount of \$37,000. (Russell Tree Care Service \$64,250; There were no other responses)
- 9.25 HIGHWAY: Award and Contract with Hernandez Electrical Construction and Communications, lowest bidder, for School Zone Warning System in the amount of \$9,480. (Midwestern Electric, Inc. \$9,650; Hawk Enterprises, Inc. \$13,100)



## Order #13 Agenda #9.26

In the Matter of Action to Form Contracts: 9.26 Recorder: Award and Contract with Pulse, low bidder, for purchase of new office workstations and other furniture in the amount of \$43,035.81. (HDW Commercial Interiors \$49,641.80 and Lincoln Office \$88,419.81).

Allen made a motion, seconded by Tippy, to approve award and contract with Pulse as the low bidder for new office workstations and other furniture in the amount of \$43,035.81 on behalf of Lake County Recorder. Motion carried 3-0.

## Order #14 Agenda #9.27

In the Matter of Action to Form Contracts: 9.27 Little Calumet River Basin Development Commission: Interlocal Agreement with Lake County Drainage Board for the Purchase of Construction Services and other Services, Supplies and Equipment for Mutual Benefit for the Hart Ditch Bank Stabilization Project.

Allen made a motion, seconded by Tippy, to approve 9.27 Little Calumet River Basin Development Commission: Interlocal Agreement with Lake County Drainage Board for the Purchase of Construction Services and other Services, Supplies and Equipment for Mutual Benefit for the Hart Ditch Bank Stabilization Project. Motion carried 3-0.

**INTERLOCAL AGREEMENT BETWEEN THE  
LAKE COUNTY DRAINAGE BOARD AND THE  
LITTLE CALUMET RIVER BASIN DEVELOPMENT COMMISSION  
FOR THE PURCHASE OF CONSTRUCTION SERVICES AND OTHER SERVICES,  
SUPPLIES, AND EQUIPMENT FOR MUTUAL BENEFIT**

**HART DITCH BANK STABILIZATION PROJECT**

**WHEREAS**, Indiana Code I.C. 36-1-7-1 et seq., commonly known as the Interlocal Cooperation Act and hereinafter referred to as ICA, allows government entities to make the most efficient use of their powers by enabling them to mutually utilize vendors, contractors, equipment, supplies, engineering/construction services, and other services for the mutual benefit of each other; and

**WHEREAS**, the Little Calumet River Basin Development Commission ("LCRBDC") is created pursuant to I.C. 14-13-2-5 and is created as a public body corporate and politic, with authority to contract on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

**WHEREAS**, the Lake County Drainage Board ("Drainage Board") is created pursuant to I.C. 36-9-27-1 et. seq. and is empowered by the ICA with authority to contract with other governmental agencies on the basis of mutual advantage so as to better provide public services and facilities on a more efficient basis; and

**WHEREAS**, the LCRBDC and Drainage Board, ("Parties") desire to enter into an Interlocal Cooperation Agreement for the Purchase of Construction and Other Services, Supplies, and Equipment for Mutual Benefit ("Agreement"), consistent with the ICA, to carry out the construction Project ("Project") consisting of repair work on the maintenance areas as outlined in the report prepared by Christopher B. Burke Engineering, Ltd. ("CBBEL"), incorporated herein by reference. Furthermore, the Agreement shall provide for the ability to purchase construction services, engineering services, other services, supplies, and equipment for the mutual benefit of the Parties.

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions set forth herein, the Parties hereby agree as follows:

Section 1. **DURATION.** The duration of this Agreement shall be from June 1, 2022 through December 31, 2022, provided said Agreement is adopted by resolution by each of the political subdivisions entering into this Agreement prior to the commencement date, and is renewable by written notice to LCRBDC at least sixty (60) days prior to the expiration date and evidenced by the passage of similar resolutions, should the purposes of this Agreement necessitate it.

Section 2. **PURPOSE.** The purpose of this Agreement is to authorize and allow the carrying out of the project of the Drainage Board, more fully described and set forth in the plans and specifications attached to this document, and such other documents as may become appended hereto and/or incorporated herein by reference upon execution.

Section 3. **ADMINISTRATION.** This Agreement shall be administered through a single entity, namely, the Drainage Board, with minimal oversight by the LCRBDC. The LCRBDC shall be responsible for the ultimate manner of financing and maintaining a budget for the Project.

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Cont'd.



Order #14 Agenda #9.27 cont'd

Section 4. **DISBURSEMENTS.** The Drainage Board shall have the duty and responsibility to coordinate all contracts, invoices, and related updates with respect to the Project and shall perform all customary and usual duties and responsibilities associated with the office. The LCRBDC shall process same as required by law and as it relates to the Project.

Section 5. **OTHER TERMS.** In further consideration of the mutual promises and covenants contained herein, it is additionally agreed as follows:

(A) The Project contemplated herein shall be known as the Hart Ditch Bank Stabilization Project.

(B) The Drainage Board shall primarily provide the administration and supervision over the general construction services related to the project and as described in Exhibit "A". The LCRBDC shall only provide minimal oversight to ensure that the project is proceeding as applied for and specified herein.

(C) The LCRBDC shall commit the sum not to exceed the amount of One Million Dollars (\$1,000,000.00) to be payable via a construction draw as directed by the LCRBDC within thirty (30) days of the request for payment. An additional Five Hundred Thousand Dollars (\$500,000.00) will be set aside by LCRBDC in the event an "Emergency Bank Stabilization" project is to occur while this agreement is active. These emergency dollars can only be spent on a qualified project agreed upon between LCRBDC representatives and the Drainage Board.

(D) The LCRBDC has its statutory authority under IC 14-13-2 and pursuant thereto and thereunder authorizes the Drainage Board to proceed with this project. The Drainage Board hereby agrees to indemnify and hold harmless the LCRBDC, its employees, representatives, agents, heirs, executors, successors and assigns from any and all actions, causes of action, claims, and demands for and by reason of the construction project contemplated herein.

(E) The Drainage Board shall provide the LCRBDC with a complete set of drawings utilized in the project at its conclusion.

Section 6. **TERMINATION.** Upon satisfactory completion of the Project and acceptance by the Drainage Board, LCRBDC, and all applicable governmental entities, this Agreement shall be deemed at an end. All supplies or equipment purchased by the Drainage Board to complete the project shall remain the sole property of the Drainage Board. In the event the project is terminated prior to completion, the Drainage Board shall return all unexpended funds of the Parties and the obligation of the Parties to pay the balance of its funding commitment shall be at an end. Further, this Agreement may be terminated by either one of the participating entities upon ninety (90) days prior written notice to the other at the address indicated herein. Upon termination, any unexpended funds of the Parties shall be returned to the Parties, and the Parties further obligation to pay any committed funds shall be at an end and terminated.

Section 7. **COUNTERPARTS.** This Interlocal Cooperation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

Section 8. **RECORDING.** Before this Agreement takes effect, the LCRBDC must record the same with the Office of the Lake County Recorder. The LCRBDC agrees to pay the recording fees. No later than sixty (60) days after it takes effect and is recorded, this Agreement must be filed with the Office of the State Board of Accounts for audit purposes, all pursuant to I.C. 36-1-7-6.

Section 9. **EFFECTIVE DATE.** This Agreement shall be effective after the same has been ratified by each of the participating entities by ordinance or resolution pursuant to I.C. 36-1-7-2.

IN WITNESS WHEREOF, the parties have caused this Interlocal Cooperation Agreement to be executed in their names and on their behalf on the 15th day of June, 2022.

**Little Calumet River Basin Development Commission**

By: \_\_\_\_\_  
William Baker, Chairman  
900 Ridge Road, Suite H  
Munster, IN 46321

By: \_\_\_\_\_  
Daniel Repay, Executive Director

**Lake County Drainage Board**

**Lake County Surveyor**

By: \_\_\_\_\_  
Michael C. Repay, Chairman  
2293 North Main Street  
Crown Point, IN 46307

By: \_\_\_\_\_  
Bill Emerson, Jr., PE

*Michael Repay*  
June 15, 2022

Order #15 Agenda #9.28

In the Matter of Action to Form Contracts: 9.28 Court Administrator: Approve Purchase of Taser 7's for the Lake Circuit and Superior Court with sole source, Axon Enterprise, Inc. for 5 years in the total amount of \$57,470.00.

Allen made a motion to approve 9.28 Court Administrator to purchase Taser 7's for the Lake Circuit and Superior Court with sole source, Axon Enterprise, Inc. for 5 years in the total amount of \$57,470.00, Tippy seconded with question, asking, "Taser 7's, are they tasers? Are they used for Court Security", Repay and Fech responded, "For Bailiffs", end discussion. Motion carried 3-0.

Order #16 Agenda #9.29 ADD

In the Matter of Action to Form Contracts: 9.29 ADDITION: SHERIFF: Award and Contract with Summit Food Service, most responsive bidder for Food Service for the LC Jail for the years 2022 and 2023.

The Board having previously taken the bids under advisement does hereby accept the recommendation of the Lake County Sheriff to award Summit Food Service the contract to provide Food Service for the LC Jail for the year 2022 and 2023, upon a motion made by Allen, seconded by Tippy, with question, asking, "how does that compare to last year", Warden Wasmer, present/spoke, "last year we're looking at an increase of .016, so last contract prices was 1.346 per meal, the bid was 1.362 per meal", end discussion. Motion carried 3-0.

**Bid, Offer or Proposal for Sale or Lease of Materials**  
 (Defined at I.C. 36-1-2-9.5)  
 (Please type or print)

Date: 05/10/2022

1. Governmental Unit: Lake County Sheriff's Office  
 2. County: Lake County  
 3. Bidder (Firm): Summit Food Service, LLC  
 Address: 500 East 52nd Street North  
 City/State: Sioux Falls, SD 57104  
 4. Telephone Number: 605-310-4950  
 5. Agent of Bidder (if applicable): Marlin C. Sejnoha, Jr. - President & CEO

Pursuant to notices given, the undersigned offers bid(s) to Lake County Sheriff's Office (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

*Marlin C. Sejnoha, Jr.*  
 Signature of Bidder or Agent

**Bid Offer or Proposal**  
 Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format.

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Meals	819,000	Each	Inmate Meal	\$1.362	\$1,115,478.000
Meals	0	Each	Staff Meal	\$1.362	\$0.000

**Non-Collusion Affidavit**  
 STATE OF ~~MINN~~ South Dakota }  
 COUNTY OF Minnehaha } ss:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Summit Food Service, LLC  
 Bidder (Firm)  
*Marlin C. Sejnoha, Jr.*  
 Signature of Bidder or Agent

Subscribed and sworn to before me this 10th day of May 2022

*Stephen C. Bera*  
 Notary Public

My Commission Expires: 11/06/2024  
 County of Residence: Minnehaha

**Acceptance**  
 There now being sufficient unobligated appropriated funds available, the contracting authority of \_\_\_\_\_ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered \_\_\_\_\_ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: June 15, 2022

Contracting Authority Members:  
*Michael Repay*

Order #17 Agenda #9.30 ADD

In the Matter of Action to Form Contracts: 9.30 ADDITION: COMMISSIONERS: Contract with The Pangere Corporation for the 4H Restroom Improvements at the LC Fairgrounds in the amount of \$72,380. (Precision Builders \$86,500).

Allen made a motion to approve Contract with The Pangere Corporation for the 4H Restroom Improvements at the LC Fairgrounds in the amount of \$72,380, Tippy seconded with discussion, "just to let everyone know, we had initially planned on remodeling the 4H Restrooms at the Fairgrounds prior to the Fair, but due to materials not being available in time, we're going to have to wait until after the Fair to do this remodeling so it's unfortunate but it's just where we're at right now", end discussion. Motion carried 3-0.

Order #18 Agenda #11.3

In the Matter of Action on Commissioners' Items: 11.3 Certificate of Appointment: Lake County Public Library Board Member Mara Candelaria Reardon.

Allen made a motion, seconded by Tippy, to approve the reappointment of Mara Candelaria Reardon to Lake County Public Library Board, a four-year term, expiring the 30th day of June 2026. Motion carried 3-0.



## Order #19 Agenda #11.4

In the Matter of Action on Commissioners' Items: 11.4 Letter to Commissioners from Scott Pelath regarding State Line Bridge #36 to be made a matter of Public Record.

Allen made a motion, seconded by Tippy, to make a matter of public record letter to Commissioners from Scott Pelath regarding State Line Bridge #36, letter dated May 24, 2022. Motion carried 3-0.

## Order #20 Agenda #11.5

In the Matter of Action on Commissioners' Items: 11.5 Hobart Township Assessor: Tenant Estoppel Certificate for the Lease between The Pavilion Group, LLC and Hobart Township Assessor's Office.

Comes now, Attorney Fech, before the Board of Commissioners, with comment, stating, "I had a chance to review this, the owner of the strip mall, where the Hobart Township Assessor is selling, and this is just an acknowledgement of the purchasers, that they're going to honor the terms of the Lease that had already been signed by the Board of Commissioners on behalf of the Hobart Township Assessor, end discussion, Allen made a motion, seconded by Tippy, to approve 11.5 Tenant Estoppel Certificate for the Lease between The Pavilion Group, LLC and Hobart Township Assessor's Office on behalf of Hobart Township Assessor. Motion carried 3-0.

## Order #21 Agenda #11.6 ADD

In the Matter of Action on Commissioners' Items: 11.6 ADDITION: Public Defender: Request to terminate contract with Alger Boswell.

Comes now, Attorney Fech, before the Board of Commissioners, with comment, stating, "it was a mutual request to terminate the Contract with Alger Boswell, as well, as he took over as the Head Football Coach at Westside High School", end comment, Allen made a motion, seconded by Tippy, to approve termination of the Contract agenda item 11.6 Public Defender request to terminate contract with Alger Boswell. Motion carried 3-0.

## Order #22 Agenda #4.1

In the Matter of Public Opening of Vendor Responses To Requests For Bids and Quotes: 4.1 HVAC Renovations to IT Rooms.

This being the day, time and place for the receiving of proposals for HVAC Renovations to IT Rooms for Lake County Commissioners, the following proposals were received:

	<u>Base quote</u>	<u>Alternate quote</u>	<u>Total</u>
Gatlin Plumbing & Heating, Inc.	\$217,333.00	no charge	\$217,333.00
Superior Construction Co., Inc.	\$181,500.00	Mitsubishi included in base bid	\$181,500.00
D.A. Dodd	\$154,176.60	no alternate quote provided	\$154,176.60

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

## Order #23 Agenda #12

In the Matter of Council Items: 12.1 – 12.3 Ordinance: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 12.1, 12.2 and 12.3, Council Items listed below, Ordinances submitted and adopted by the Lake County Council May 10, 2022. Motion carried 3-0.

- 12.1 Ordinance 1471A Granting Petition to Vacate Easement by Lake Dalecarlia Property Owners Association
- 12.2 Ordinance 1471B Creating the Lake Superior Court, County Division III, Problem Solving Court – Lake Superior Veterans Court Grant Fund, A Non-Reverting Fund
- 12.3 Ordinance 1471C Creating the Prosecutors Criminal Justice Initiative Sub-Recipient Grant Fund, a Non-Reverting Fund

## Order #24 Agenda #13

In the Matter of State Board of Accounts Items: 13.1 -13.3 Auditor: listed below; 13.4 Economic Development: listed below.

Allen made a motion, seconded by Tippy, to approve 13.1, 13.2, 13.3 and 13.4, State Board of Accounts items, listed below on behalf of Auditor and Economic Development Departments. Motion carried 3-0.

- 13.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 5-9-2022
- 13.2 Auditor: LC 265 5/19/2022 TO 6/15/2022; HAND CUTS 5/19/2022 – 6/15/2022; LC 130 5/19/2022 TO 6/15/2022
- 13.3 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 5-23-2022
- 13.4 Economic Development: Accounts Payable Voucher Register

## Order #25 Agenda #14

In the Matter of Action on Bonds/Insurance: 14.1 Plan Commission: Performance Bond Acceptance for Cloverland Estates; 14.2 Highway: Certificate of Insurance Update.

Allen made a motion, seconded by Tippy, to approve 14.1 and 14.2, Action on Bonds/Insurance, 14.1 Plan Commission: Performance Bond Acceptance for Cloverland Estates and 14.2 Highway: Certificate of Insurance Update. Motion carried 3-0.

## Order #16 Agenda #18

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

Comes now, Police Chief of Hobart Police Department, Mr. Garrett Ciszewski, with public comment, stating, "The reason I stand before you today is, I know you're the Governing Body for the 911 Center, they have a radio realignment project, which will effect 25% of population of Lake County, communities of Crown Point, Merrillville, Lake Station and us, this radio realignment project will have us and Lake Station talking on the same talk group, which we do not now and Merrillville and Crown Point on the same talk group, I've talked to all the Chiefs in these organizations, we feel this is not in the best interest of Public Safety, Lake Station and us and New Chicago have done this before in the past, it did not work out prior, we don't feel this is in the best interest or responsible to the taxpayers who we serve, we've offered alternatives to the 911 Center that are to no avail, the numbers do not



Order #16 Agenda #18 cont'd

lie, basically the amount of talking that Hobart does falls right in the middle of the pack of all these talk groups, so to be forced to talk with Lake Station would make us one of the high volume talk groups, that's not good for morale, that's not good for productivity, Merrillville faces the same issue, they talk just as much with us and being forced to talk on the same talk group as Crown Point also puts them to this detriment, any consolidation, as we have done, should provide existing level of service and an equal or lessor, so it should come at a equal or lessor cost but service should not change, I urge you to speak to the 911 Director and come up with an alternate plan with the best interest of Public Safety and the affected Communities in-mind, because this current one is not it". End comments.

No other comments were made.

The next Board of Commissioners Regular Meeting will be held on Wednesday, July 20, 2022 at 10:00 A.M.

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

The following officials were Present:  
Attorney Matthew Fech

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

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

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

ATTEST:

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