

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 20th day of June, 2023 at about 2:21 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 20th day of June, 2023 at about 2:21 p.m.

Public Virtual Conference: WebEx Meeting ID: 263 468 81032 Password: commissioners

Order #1 Agenda #2

In the Matter of Additions, Deletions, Corrections: 2.1 ADDITION: Ordinance 1336D-1 Amending the Ordinance Establishing the Lake County Identification Security Protection Fund, A Non-Reverting Fund, Ordinance No. 1336D (Agenda #11.1).

Allen made a motion, seconded by Tippy, to amend agenda to add addition 11.1 to the Agenda. Motion carried 3-0.

Order #2 Agenda #3

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 Addition to the Maintenance Building and Renovations to Animal Control; 3.2 Lake County Fairgrounds East Parking Lot Buildings 22-23 Removal (requote).

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

Order #3 Agenda #4

In the Matter of Approval of Minutes From Prior Meetings: 4.1 Regular Meeting Wednesday, May 17, 2023; 4.2 Special Meeting Monday June 5, 2023.

Allen made a motion, seconded by Tippy, to approve the Minutes for agenda 4.1 and 4.2, Regular Meeting Wednesday, May 17, 2023 and Special Meeting Monday June 5, 2023. Motion carried 3-0.

Order #4 Agenda #5.1-5.5

In the Matter of Approve Specifications For Bids: 5.1-5.5: Highway: Specifications: listed below.

Allen made a motion, seconded by Tippy, to approve specifications for bids for agenda items 5.1 – 5.5 on behalf of Highway Department, listed below, for the return of bids by Wednesday, July 19, 2023 at 9:30am. Motion carried 3-0.

5.1 Highway: Bid for One (1) New Unused 2023 or Newer Chipper BC 1800XL Dom

5.2 Highway: Request Approval for Specifications of Bids to advertise for 83rd Lane Culvert Replacement Project, Heather Hills Subdivision Unit 1

5.3 Highway: Request to Advertise for Bid Van Buren Street, Holiday Creek Subdivision Construction Improvements Project

5.4 Highway: Request approval for specifications of bids for the removal of the existing storm sewer system and installation of a new storm sewer system on Colfax Street south of 153rd Avenue

5.5 Highway: Request approval to solicit proposals for the removal of 118 trees in various locations in unincorporated Lake County

Order #5 Agenda #5.6-5.7

In the Matter of Approve Specifications For Bids: 5.6-5.7 Commissioners: listed below.

Comes now, Commissioner Tippy with question on agenda item 5.6, asking "where did that request come from?", Tom Kuhn present/spoke, "from me", Repay spoke, "from you?", on behalf of the Sheriff", Tom replied, "correct", Repay continued, "so you created the specifications?", Tom replied, "we used a lot of information they already had, put it in our format for public bid, with all of the protocols....(speaking from rear slightly inaudible)", Tippy continued, "so you approved their specifications?", Tom replied and Tippy confirmed, the reply was "yes", end discussion, Allen made a motion to approve the specifications for bids for agenda items 5.6 and 5.7, listed below, Tippy seconded the motion. Motion carried 3-0.

5.6 Commissioners: Approve specifications of bids for the Video Surveillance System Upgrades at the Lake County Jail to be advertised with a return date of Wednesday, July 19, 2023 at 9:30a.m.

5.7 Commissioners: Approve specifications of bids for the asbestos abatement for the Surveyor's Office, Planning Office and Public Hallway with a return date of Wednesday, July 19, 2023 by 9:30 a.m.

Order #6 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 Highway: Request to Solicit Bids for One New Unused Regenerative Air Street Sweeper with Hydraulic Drives 9.6 Cubic Yard Hopper 90" Wide Pick Up Head; 7.2 Commissioners: Request to Solicit Bids for Lake County Fairgrounds Building #12 improvements.

Allen made a motion, seconded by Tippy, to approve request to solicit bids for agenda items 7.1 and 7.2, listed below. Motion carried 3-0.

7.1 Highway: Request to Solicit Bids for One New Unused Regenerative Air Street Sweeper with Hydraulic Drives 9.6 Cubic Yard Hopper 90" Wide Pick Up Head;

7.2 Commissioners: Request to Solicit Bids for Lake County Fairgrounds Building #12 improvements.

Order #7 Agenda #8.1

In the Matter of Action To Form Contracts: 8.1 Treasurer: Per Mar Security (ABC Alarm Co.) for Hammond, Gary and Crown Point Office in the amount of \$2,340 for the Year 2023.

Order #7 Agenda #8.1 cont'd

Allen made a motion, seconded by Tippy, to approve Contract with Per Mar Security (ABC Alarm Co.) for Hammond, Gary and Crown Point Office in the amount of \$2,340 for the Year 2023 on behalf of Treasurer. Motion carried 3-0.

Order #8 Agenda #8.2

In the Matter of Action To Form Contracts: 8.2 Court Administration: Contract with Thomson Reuters from July 2023 through July 2028 in the amount of \$5,300.40 monthly with a 4% annual increase.

Allen made a motion, seconded by Tippy, to approve Contract with Thomson Reuters from July 2023 through July 2028 in the amount of \$5,300.40 monthly with a 4% annual increase on behalf of Court Administration. Motion carried 3-0.

Order #9 Agenda #8.3

In the Matter of Action To Form Contracts: 8.3 Assessor: Addendum to Lake County's Reassessment Contract for 2022-2026 in the amount of \$675,000.

Allen made a motion to approve Addendum to Lake County's Reassessment Contract for 2022-2026 in the amount of \$675,000 on behalf of Assessor, seconded by Tippy with discussion, asking who the contract is with and the answer was Nexus, discussion between Attorney Fech and Commissioner Tippy. Motion carried 3-0.

Order #10 Agenda #8.4

In the Matter of Action To Form Contracts: 8.4 Sheriff: Consulting Agreement with Brittany McKinney-Bock for Project Safe Neighborhoods Grant Violence Reduction Database Manager in the amount not to exceed the amount of \$40,000.00 annually from May 1, 2023 to September 2024.

Allen made a motion to approve Consulting Agreement with Brittany McKinney-Bock for Project Safe Neighborhoods Grant Violence Reduction Database Manager in the amount not to exceed the amount of \$40,000.00 annually from May 1, 2023 to September 2024 on behalf of Sheriff, seconded by Tippy with discussion, "Chief Balbo could you explain a little as to what this is?" Chief Balbo was present/spoke, "yes, Project Safe Neighborhoods focuses on violence reduction for the purposes of crime mapping, identifying hot areas in the County, where we're seeing influx of violence, criminal activity, tracking those things and sending that information out to other Police Departments as well as our Department to be able to focus our resources on those areas being impacted by violent crime", Tippy continued, "so is it a software program or a standard...", Balbo replied, "it's a combination of things, we're using a lot of information systems to ahead and develop crime mapping to where these things are taking place but also collecting information through our Spillman System that all Police Departments in the County also, all their reports go through the Spillman system, so taking a lot of analytical data and transforming then to reports are to be given out to the head of our Detective Bureau, the head of our High Crimes Unit, and we're sharing it with other Chiefs of Police throughout as well", Tippy continued discussion, "and then this is the Agreement with a Consultant that is completely paid for by this Grant?", Balbo replied, "yes, sir", Tippy replied, "thanks", end discussion. Motion carried 3-0.

Order #11 Agenda #8.5

In the Matter of Action To Form Contracts: 8.5 Surveyor: Award and Contract with lowest proposal, Robert L. Campbell Transportation, Inc. d/b/a Bill's Movers for removal and installation of office furniture and equipment in the amount of \$25,450. (Ferree Movers \$31,233; No response from _____).

Allen made a motion to approve Award and Contract with lowest proposal, Robert L. Campbell Transportation, Inc. d/b/a Bill's Movers for removal and installation of office furniture and equipment in the amount of \$25,450 on behalf of Surveyor, Tippy seconded with question, asking "is this to move furniture for the remodeling project?", Tom, responded, "yes, they've chosen to move out entirely...(speaking from rear of room partially inaudible)", end discussion. Motion carried 3-0.

Order #12 Agenda #8.6

In the Matter of Action To Form Contracts: 8.6 Commissioners: Award and Contract with Studio Floors & Blinds in the amount of \$5,257.02 for the J2 Sheriff's Entrance. Two other quotes were received from Midwest Tile & Interiors, Inc. in the amount of \$9,310.00 and Direct Floors, LLC in the amount of \$8,279.16.

Allen made a motion, seconded by Tippy, to approve agenda item 8.6, Award and Contract with Studio Floors & Blinds in the amount of \$5,257.02 for the J2 Sheriff's Entrance, for Commissioners. Motion carried 3-0.

Order #13 Agenda #8.7-8.8

In the Matter of Action To Form Contracts: 8.7 Commissioners: Joint Interlocal Cooperation Agreement between the Town of Dyer, Indiana and Lake County, Indiana for a large diameter storm improvement project and/or water main replacement project located in St. John Township, Lake County, Indiana; 8.8 Commissioners: Joint Interlocal Cooperation Agreement between the Town of St. John, Indiana and Lake County, Indiana for public improvement costs incurred for any of the following projects: 1 million gallon storage tank, water bond projects storage, white oak avenue repave 93rd to 109th, Intersection 93rd Ave/US41, Oakwood Dr. storm water, repave 93rd, high wind tornado sirens, Police/Fire Department building construction, and fire training site updates located in St. John Township, Lake County, Indiana.

Allen made a motion, seconded by Tippy, to approve 8.7 and 8.8, Interlocal Agreements(2). Motion carried 3-0.
Cont'd.

Order #13 Agenda #8.7-8.8 cont'd

**JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF
DYER, INDIANA AND LAKE COUNTY, INDIANA
FOR A LARGE DIAMETER STORM IMPROVEMENT PROJECT AND/OR WATER
MAIN REPLACEMENT PROJECT LOCATED IN ST. JOHN TOWNSHIP, LAKE
COUNTY, INDIANA**

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF DYER, INDIANA AND LAKE COUNTY, INDIANA FOR A LARGE DIAMETER STORM IMPROVEMENT PROJECT AND/OR WATER MAIN REPLACEMENT PROJECT IN ST. JOHN TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF DYER, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "DYER"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, DYER is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of DYER; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, DYER and COUNTY 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 "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, DYER and COUNTY are political subdivisions empowered by the 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 at a lesser cost; and

WHEREAS, DYER and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for a large diameter storm improvement project and/or water main replacement project, hereafter referred to as the WATER IMPROVEMENT PROJECT; and

WHEREAS, DYER, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the WATER IMPROVEMENT PROJECT is a public improvement in the best interests of the residents of DYER and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal

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WHEREAS, ST. JOHN and COUNTY each seek to enter into a joint interlocal cooperation agreement based upon the terms and provisions of the Act, as amended from time to time, together, for improvement costs which will be incurred by the Town for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93rd to 109th, Intersection 93rd Avenue/US 41, Oakwood Drive Storm Water, Repave 93rd, High Wind Tornado Sirens, Police/Fire Dept. Building Construction, and Fire Training Site Updates, hereafter referred to as the PROJECTS; and

WHEREAS, ST. JOHN, and COUNTY have determined that entry into a joint interlocal cooperation agreement for the PROJECTS is a public improvement in the best interests of the residents of ST. JOHN and COUNTY, and therefore, have determined that it is advisable to enter into and become a participating unit under such a joint interlocal cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, THEREFORE, ST. JOHN and COUNTY, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of ST. JOHN and COUNTY concerning the PROJECTS.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93rd to 109th, Intersection 93rd Avenue/US 41, Oakwood Drive Storm Water, Repave 93rd, High Wind Tornado Sirens, Police/Fire Dept. Building Construction, and Fire Training Site Updates that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. See attached Exhibit "A", Resolution No. 22-75A

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Order #13 Agenda #8.7-8.8 cont'd

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to ST. JOHN within thirty (30) days of ST. JOHN commencing the Project, the amount of FOUR HUNDRED SIXTY-TWO THOUSAND ONE HUNDRED FORTY-THREE DOLLARS and NO CENTS (\$462,143.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs ST. JOHN will incur for the PROJECTS improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered as follows:
 - 1) ST. JOHN shall use the funds for improvement costs which will be incurred by the Town for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93rd to 109th, Intersection 93rd Avenue/US 41, Oakwood Drive Storm Water, Repave 93rd, High Wind Tornado Sirens, Police/Fire Dept. Building Construction, and Fire Training Site Updates.
 - 2) With the \$462,143.00 received from LAKE COUNTY, ST. JOHN shall use the funds for any of the following projects: 1 Million Gallon Storage Tank, Water Bond Projects Shortage, White Oak Avenue Repave 93rd to 109th, Intersection 93rd Avenue/US 41, Oakwood Drive Storm Water, Repave 93rd, High Wind Tornado Sirens, Police/Fire Dept. Building Construction, and Fire Training Site Updates.
- B. The CLERK-TREASURER OF THE TOWN OF ST. JOHN, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. ST. JOHN shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by ST. JOHN, the COUNTY will not be in privity of contract with any person or company contacted by ST. JOHN to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and ST. JOHN shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this PROJECTS.
- E. The project will be deemed completed when ST. JOHN certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, ST. JOHN and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of ST. JOHN and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

St. John Town Council Council President 10955 W. 93 rd Avenue St. John, In 46373	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Order #13 Agenda #8.7-8.8 cont'd

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that ST. JOHN and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.
- B. No later than sixty (60) days after it takes effect and is recorded, the 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 17: PUBLIC ACTION AND RATIFICATION.

- A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.
- B. To be effective with a retroactive ratification, the following must occur at a public meeting:
 - 1) The Town Council as the executive and fiscal body of the Town of ST. JOHN, Lake County, Indiana, a Municipal Corporation.
 - 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
 - 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 21st day of June, 2023.

**LAKE COUNTY, INDIANA
BOARD OF COMMISSIONERS:**

Kyle Allen
Kyle Allen, Sr., 1st District

Michael Repay
Michael C. Repay, 3rd District

Jerry Tippy
Jerry Tippy, 2nd District

ATTEST:
Peggy Katona
Peggy Katona, Auditor

**LAKE COUNTY, INDIANA
COUNTY COUNCIL:**

David Hamm, 1st District

Charlie Brown, 3rd District

Christine Cid, 5th District

Randy Niemeyer, 7th District

Clorius Lay, 2nd District

Pete Lindemulder, 4th District

Ted Bilski, 6th District

Order #13 Agenda #8.7-8.8 cont'd

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**ST. JOHN, INDIANA
TOWN COUNCIL:**

Mike Aurelio, At-large Rep

Wayne Pondinas, At-large Rep

Bryan Blazak, Ward 1

Michael Schilling, Ward 2

Gerald Swets, Ward 3

ATTEST:

Beth Hernandez,
Clerk-Treasurer

Order #13 Agenda #8.7-8.8 cont'd

JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF ST. JOHN, INDIANA AND LAKE COUNTY, INDIANA FOR PUBLIC IMPROVEMENT COSTS INCURRED FOR ANY OF THE FOLLOWING PROJECTS: 1 MILLION GALLON STORAGE TANK, WATER BOND PROJECTS STORAGE, WHITE OAK AVENUE REPAVE 93RD TO 109TH, INTERSECTION 93RD AVENUE/US 41, OAKWOOD DRIVE STORM WATER, REPAVE 93RD, HIGH WIND TORNADO SIRENS, POLICE/FIRE DEPARTMENT BUILDING CONSTRUCTION, AND FIRE TRAINING SITE UPDATES LOCATED IN ST. JOHN TOWNSHIP, LAKE COUNTY, INDIANA

THIS JOINT INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF ST. JOHN, INDIANA AND LAKE COUNTY, INDIANA FOR ANY OF THE FOLLOWING PROJECTS: 1 MILLION GALLON STORAGE TANK, WATER BOND PROJECTS STORAGE, WHITE OAK AVENUE REPAVE 93RD TO 109TH, INTERSECTION 93RD AVENUE/US 41, OAKWOOD DRIVE STORM WATER, REPAVE 93RD, HIGH WIND TORNADO SIRENS, POLICE/FIRE DEPARTMENT BUILDING CONSTRUCTION, AND FIRE TRAINING SITE UPDATES IN ST. JOHN TOWNSHIP (hereinafter referred to as this "Agreement") is made and entered into in accordance with Indiana Code §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF ST. JOHN, Lake County, Indiana, a Municipal Corporation, by its TOWN COUNCIL as its executive and fiscal body (hereinafter referred to as "ST. JOHN"), and LAKE COUNTY, INDIANA, a unit of local government, by its BOARD OF COUNTY COMMISSIONERS as its executive and its COUNTY COUNCIL as its fiscal body (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, ST. JOHN is a unit of local government located in Lake County, Indiana, with jurisdiction over real property located within the Municipal Corporate Boundaries of ST. JOHN; and

WHEREAS, COUNTY is a unit of local government located in Lake County, Indiana, with jurisdiction over certain real property located within the corporate boundaries of Lake County; and

WHEREAS, ST. JOHN and COUNTY 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 "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, ST. JOHN and COUNTY are political subdivisions empowered by the 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 at a lesser cost; and

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cooperation agreement pursuant to the applicable provisions of State Law, as amended from time to time.

COVENANTS

NOW, **THEREFORE, DYER** and **COUNTY**, in consideration of the terms and conditions set forth herein, all of which are hereby acknowledged, do hereby agree as follows:

SECTION 1: DURATION.

The duration of this Agreement shall be from its effective date to completion and acceptance of the Project as defined herein.

SECTION 2: PURPOSE.

The purpose of this Agreement is to set forth and establish the responsibilities and obligations of DYER and COUNTY concerning the WATER IMPROVEMENT PROJECT.

SECTION 3: EFFECTIVE DATE

The effective date of this act shall be after the agreement has been signed by a majority of the elected officials of each party necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder.

SECTION 4: PROJECT DEFINED.

This Project is for a large diameter storm improvement project and/or water main replacement project that will improve public health and economic conditions which will benefit the citizens of Lake County, Indiana. *See attached Exhibit "A", Resolution No. 2022-71*

SECTION 5: PROJECT FUNDING.

COUNTY agrees to pay to DYER within thirty (30) days of DYER commencing the Project, the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$250,000.00) to help fund the Project. This contribution of COUNTY is solely for improvement costs DYER will incur for the WATER IMPROVEMENT PROJECT improvement.

SECTION 6: ADMINISTRATION AND AUTHORITY DELEGATION.

A. This Agreement shall be administered as follows:

- 1) DYER shall use the funds for improvement costs which will be incurred by the Town for a large diameter storm improvement project and/or water main replacement project.

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Order #13 Agenda #8.7-8.8 cont'd

- 2) With the \$250,000.00 received from LAKE COUNTY, DYER shall use the funds for a large diameter storm improvement project and/or water main replacement project.
- B. The CLERK-TREASURER OF THE TOWN OF DYER, LAKE COUNTY is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement.
- C. DYER shall use the funds in accordance with all state and local rules and laws.
- D. Because the COUNTY will have no supervisory responsibility for the purchases made by DYER, the COUNTY will not be in privity of contract with any person or company contacted by DYER to complete the project, and COUNTY'S only involvement during the project is to provide funding, the County of Lake and any and all of its elected officials, appointed officials, offices, departments, divisions, employees, to include those of the Lake County Highway Department shall not be liable for and DYER shall hold the aforementioned unit, bodies, and persons harmless from any loss or damage to any party that may occur during this water improvement project.
- E. The project will be deemed completed when DYER certifies to COUNTY the project has been completed and provides COUNTY with a detailed list of how the funds were used for the project.

SECTION 7: ASSIGNMENT OF RIGHTS.

No Party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity.

SECTION 8: AMENDMENTS.

The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

SECTION 9: FORCE MAJEURE.

Except as otherwise provided in this Agreement, DYER and COUNTY, shall not be deemed in default or in breach of this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, Force Majeure shall mean and include any act of God, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order, or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical difficulties, or any other cause of any nature whatsoever beyond the control of DYER and COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

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SECTION 10: NOTICES.

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, or hand-delivered, to the following:

Dyer Town Council Council President One Town Square Dyer, In 46311	Commissioner Mike Repay 2293 North Main Street Crown Pt., In 46307	Councilman Charlie Brown 2293 North Main Street Crown Pt., In 46307
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SECTION 11: CAPTIONS.

The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 12: SEVERABILITY.

In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

SECTION 13: ENTIRETY OF AGREEMENT.

This Agreement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Parties, and their respective assigns and successors in interest.

SECTION 14: MATERIAL DISPUTE.

The parties agree that DYER and COUNTY shall meet for resolution purposes. Thereafter, if the dispute is unable to be resolved, the Parties agree that the dispute will be governed by the laws of the State of Indiana in a court of competent jurisdiction. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 15: COUNTERPARTS.

This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 16: RECORDING AND FILING.

- A. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder.

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Order #13 Agenda #8.7-8.8 cont'd

B. No later than sixty (60) days after it takes effect and is recorded, the 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 17: PUBLIC ACTION AND RATIFICATION.

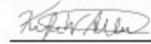
A. Because there exists a situation where time is of the essence, the parties will have their respective elected officials sign the agreement to make it effective and then ratify it at a subsequent public meeting.

B. To be effective with a retroactive ratification, the following must occur at a public meeting:

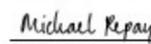
- 1) The Town Council as the executive and fiscal body of the Town of DYER, Lake County, Indiana, a Municipal Corporation.
- 2) The Lake County Council has the fiscal body of the County of Lake, Indiana.
- 3) The Board of Commissioners as the county executive of the County of Lake, Indiana.

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 21st day of June, 2023.

LAKE COUNTY, INDIANA BOARD OF COMMISSIONERS:



Kyle Allen, Sr., 1st District



Michael C. Repay, 3rd District



Jerry Tippy, 2nd District

ATTEST:


Peggy Katona, Auditor

LAKE COUNTY, INDIANA COUNTY COUNCIL:

David Hamm, 1st District

Charlie Brown, 3rd District

Christine Cid, 5th District

Randy Niemeyer, 7th District

Clorius Lay, 2nd District

Pete Lindemulder, 4th District

Ted Bilski, 6th District

Order #13 Agenda #8.7-8.8 cont'd

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this _____ day of _____, 2023.

**DYER, INDIANA
TOWN COUNCIL:**

Mary Tanis, President

Mary K. Timm, Vice President

Robert Starkey, Member

Annette Ludwig, Member

Patrick McShane, Member

ATTEST:

Debbie J. Astor,
Clerk-Treasurer

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Order #14 Agenda #8.9-8.13

In the Matter of Action To Form Contracts: 8.9-8.13 Commissioners: Contracts: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.9, 8.1-, 8.11, 8.10 and 8.13 on behalf of Commissioners, listed below. Motion carried 3-0.

8.9 Commissioners: MOA with The Indiana Bar Foundation, Inc. for Indiana Legal Help Kiosk Project at the Hammond Courthouse
8.10 Commissioners: Award and Contract with Hasse Construction Company, Inc. for the security hardware upgrades at the Juvenile Detention Center

8.11 Commissioners: Addendum to Gariup contract for the Westwind Elevator Project for the CDBG funding portion

8.12 Commissioners: MOU with The Indiana Bar Foundation, Inc. for the Indiana Legal Hep Kiosk Project at Lorenzo Arredondo Justice Center

8.13 Commissioners: Approve CSK's Amendment #12 to the Professional Services Agreement for an additional \$287,000.00 for additional general services

Order #15 Agenda #8.14-8.24

In the Matter of Action To Form Contracts: 8.14-8.24 Highway: Contracts: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 8.14 - 8.24, on behalf of Highway, Contracts listed below. Motion carried 3-0.

8.14 Highway: Utility Agreement MCImetro dba Verizon Access Transmissions Service West 129th Project #1707BOBG-36-PE-MCA-16201-0

8.15 Highway: Road Cut Permit- NIPSCO Project # 13776-064 Relocate elbow of conduit on Parrish Avenue Relating to NIPSCO Utility Pole 828242

8.16 Highway: Utility Agreement NIPSCO Project 13776-064 WO 52103-912 10910 Parrish Avenue Saint John Indiana Palmira Circuit Extension

8.17 Highway: Utility Agreement Elite Fiber Optics Level 3 Communications Location Harrison Street South of 233rd 3100 Feet South of 233rd East Side of Harrison Street

8.18 Highway: Change Order #1 Bridge 48 117th Avenue over West Creek Ellas Construction Co. of Gary Indian Change Order 1 Increase of \$3,700.00 One (1) Plaque on 7'x 2.50" Concrete Pedestal

8.19 Highway: Change Order #1 Bridge 65 DES 1600930 Contract B-40408 Indiana Department of Transportation. Change Order #1 is for Changes Cons Quantity Rerated is an additional amount of \$4,624.00 Modified Contract Amount of \$1,502,124.00

8.20 Highway: Utility Agreement Fiber Optics Level 3 Communications W 169th East Side of State Road 55-Harrison Street from W 169th Street to SR2

8.21 Highway: Emergency Vehicle Preemption Interlocal Governmental Agreement by and between Munster, Highland, Hammond, St. John, Gary and Lake County

8.22 Highway: Award and Contract with Austgen Equipment in the amount of \$13,830 for the 163rd Avenue and Harrison Street manhole installation. Two other quotes were received from LGS Plumbing, Inc. in the amount of \$21,460 and Ellas Construction Co., Inc. in the amount of \$33,500.

8.23 Highway: County Utility Agreement with AT&T for Chase Street north of 136th Avenue: 141st Avenue and Chase Street.

8.24 Highway: Certificate of Insurance up-date

Order #16 Agenda #8.25

In the Matter of Action To Form Contracts: 8.25 HVAC: Approved vendor rates for HVAC services 2023-2024 with Arctic, Johnson Controls and Mechanical Concepts.

Allen made a motion, seconded by Tippy, to approve 8.25, on behalf of HVAC, approved vendor rates for HVAC services 2023-2024 with Arctic, Johnson Controls and Mechanical Concepts. Motion carried 3-0.

Order #17 Agenda #8.26-8.29

In the Matter of Action To Form Contracts: 8.26-8.29 Juvenile Court: Contracts: listed below.

Allen made a motion, seconded by Tippy, to approve 8.26 – 8.29, on behalf of Juvenile Court, Contracts listed below. Motion carried 3-0.

8.26 Juvenile Court: Contract with Possibilities Youth Center Inc. to assist Juvenile Probation Department in conducting community service work projects for Fifteen sessions at \$300 each, for a total of \$4,500.00

8.27 Juvenile Court: Contract with Northwest Psychological Services for therapy programming in the amount of \$9,500.00.

8.28 Juvenile Court: Contract with Monika Evans – Restorative Services to provide professional restorative practices training and services in the amount \$15,322.20 between July 1, 2023 and June 30, 2024

8.29 Juvenile Court: Contract with Torres Martial Arts Academy to provide professional services for youth involving anti-bullying and empowerment training for Probation Youth in the Community in the amount of \$4,000.

Order #18 Agenda #8.30

In the Matter of Action To Form Contracts: 8.30 County Council: Request to Approve Tri-Electronic Quote in the Amount of \$15,974.00 for Audio Equipment Upgrade in the County Council's Large Conference Room. ATN Technology Inc. and Best Buy's Geek Squad were unable to return quotes.

Allen made a motion, seconded by Tippy, to approve 8.30, on behalf of County Council, approve Tri-Electronic quote in the amount of \$15,974.00 for Audio Equipment Upgrade in the County Council's Large Conference Room. Motion carried 3-0.

Order #19 Agenda #9.1-9.3

In the Matter of Action And/Or Reports On County Owned Property: 9.1 Request approval for Auditor's Office Disposal Form; 9.2 Auditor: Office Disposal; 9.3 Disposal of Property.

Allen made a motion, seconded by Tippy, to approve property disposal requests, for Auditor's Office Disposal Form, Auditor Office Disposal, and Disposal of Property(Commissioners Office). Motion carried 3-0.

Order #20 Agenda #10.1

In the Matter of Action On Commissioners' Items: 10.1 Resolution Honoring Gary West Side High School's Jamari Jefferson "#69".

NAT.

Order #21 Agenda #10.2

In the Matter of Action On Commissioners' Items: 10.2 Notice of a Joint Executive Session.

Allen made a motion, seconded by Tippy, to make a matter of public record Notice of Joint Executive Session. Motion carried 3-0.

Order #22 Agenda #10.3

In the Matter of Action On Commissioners' Items: 10.3 Commissioners: AIA G704 Certificate of Substantial Completion for the renovations to the Auditorium for Hasse.

Allen made a motion, seconded by Tippy, to approve AIA G704 Certificate of Substantial Completion for the renovations to the Auditorium for Hasse on behalf of Commissioners. Motion carried 3-0.

Order #23 Agenda #10.5-10.7

In the Matter of Action On Commissioners' Items: 10.5 – 10.7: Commissioners' Items: listed below.

Allen made a motion, seconded by Tippy, to approve 10.5, 10.6 and 10.7, Commissioners' Items, listed below. Motion carried 3-0.

10.5 Petition to Cancel Taxes, Penalties and Interest in the Town of Merrillville for the following: 45-12-04-281-017.000-030, 45-12-16-252-024.000-030, 45-12-16-426-007.000-030, 45-12-20-301-016.000-030, 45-12-21-226-001.000-030, 45-12-21-226-002.000-030, 45-12-21-226-005.000-030, 45-12-21-226-006.000-030, 45-12-21-226-011.000-030, 45-12-21-226-013.000-030, 45-12-21-383-011.000-030, 45-12-22-129-012.000-030, 45-12-22-376-001.000-030, 45-12-22-376-004.000-030, 45-12-22-380-001.000-030, and 45-13-28-451-009.000-030

10.6 Highway: Calumet and Center Township STEP Right of Way and Easement minimum offers

10.7 Commissioners: Disposal of Property

Order #24 Agenda #10.4

In the Matter of Action On Commissioners' Items: 10.4 Resolution to Honorarily rename the 4100-4500 blocks of Cleveland Street after the late Pastor Dr. Cedric J. Oliver.

Comes now, Commissioner Allen, read aloud the Commissioners Honorary Resolution No. 2023-06 to Honorarily rename the 4100-4500 blocks of Cleveland Street after the late Pastor Dr. Cedric J. Oliver enacted this 21st day of June, 2023 and approved upon a motion made by Allen, seconded by Tippy. Motion carried 3-0.

Order #25 Agenda #11.1 ADD Agenda #2.1

In the Matter of Council Items: 11.1 ADDITION: Ordinance 1336D-1 Amending the Ordinance Establishing the Lake County Identification Security Protection Fund, A Non-Reverting Fund, Ordinance No. 1336D.

Comes now Attorney Fech, before the Board of Commissioners, to speak on agenda item 11.1, stating, "what this is Commissioners is, the identification security section fund is for the Recorder's Office, there's an additional charge for recording documents and that money goes into this non-reverting fund and is used for the software necessary for the redaction purposes of confidential information in the Recorder's Office" Fech continued, "it raises it from .50 to \$1.00 for recording documents", end discussion, Allen made a motion, seconded by Tippy, to approve agenda item 11.1, Ordinance 1336D-1 Amending the Ordinance Establishing the Lake County Identification Security Protection Fund, A Non-Reverting Fund, Ordinance No. 1336D. Motion carried 3-0.

Order #26 Agenda #12.1 - #12.6

In the Matter of State Board of Accounts: 12.1 – 12.5: Auditor: listed below; 12.6 Economic Development: listed below.

Allen made a motion, seconded by Tippy, to approve agenda items 12.1 – 12.6, State Board of Accounts items on behalf of Auditor and Economic Development Departments, listed below. Motion carried 3-0.

- 12.1 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 4-24-2023
- 12.2 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 5-8-2023
- 12.3 Auditor: LC 265 5/18/23 To 6/21/23; Hand Cuts 05/15/23 To 06-21-23 LC 06/21/23
- 12.4 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 5-22-2023
- 12.5 Auditor: Accounts Payable Voucher Register for County Payroll – Pay Date 6-5-2023
- 12.6 Economic Development: Accounts Payable Voucher Register – Period of May 1, 2023 – June 1, 2023

Order #27 Agenda #13.1-13.2

In the Matter of Action On Bonds/Insurance: 13.1 Plan Commission: Performance Bond Release and Resolution Cloverland Estates; 13.2 Plan Commission: Performance Bond Release and Resolution for Thornmeadow Unit 3.

Allen made a motion, seconded by Tippy, to approve agenda items 13.1 and 13.2, on behalf of Plan Commission, Performance Bond Release and Resolution Cloverland Estates and Plan Commission: Performance Bond Release and Resolution for Thornmeadow Unit 3. Motion carried 3-0.

RELEASE

WHEREAS, **Charles J. Vite** had on June 15, 2022 filed a **PERFORMANCE BOND** in the form of **Official Check No. 006001296, issued by Centier Bank, in the amount of Nine Thousand Eighty-Eight and 00/100 Dollars (\$9,088.00) for Cloverland Estates.**

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND in the amount of Nine Thousand Eighty-Eight and 00/100 Dollars(\$9,088.00)

Dated _____ 21st _____ Day of _____ June _____, 2023

BOARD OF COMMISSIONERS, COUNTY OF LAKE
MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

PEGGY HOLINGA KATONA, AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Re: FINAL INSPECTION – Cloverland Estates

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Cloverland Estates.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

Dated _____ 21st _____ Day of _____ June _____, 2023

BOARD OF COMMISSIONERS, COUNTY OF LAKE
MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

RELEASE

WHEREAS, **James C. Thorn and Pamela Thorn** had on March 16, 2022 filed a **PERFORMANCE BOND** in the form of an **Irrevocable Standby Letter of Credit, Letter of Credit No. 5474205, issued by First Merchants Bank, in the amount of Forty-Four Thousand Six Hundred Fifty and 00/100 Dollars (\$44,650.00) for Thornmeadow Unit Three.**

The Board of Commissioners of the County of Lake does hereby release the PERFORMANCE BOND in the amount of Forty-Four Thousand Six Hundred Fifty and 00/100 Dollars (\$44,650.00).

Dated _____ 21st _____ Day of _____ June _____, 2023

BOARD OF COMMISSIONERS, COUNTY OF LAKE
MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

PEGGY HOLINGA KATONA, AUDITOR

RESOLUTION

Before the Board of Commissioners of the County of Lake

Order #27 Agenda #13.1-13.2 cont'd

Re: FINAL INSPECTION – Thornmeadow Unit Three

WHEREAS, The Lake County Plan Commission and the Lake County Highway Department, have examined and filed a written report approving subdivision improvements for Thornmeadow Unit Three.

The BOARD OF COMMISSIONERS of the County of Lake does hereby make final acceptance of said improvements as of this date.

Dated 21st Day of June, 2023

BOARD OF COMMISSIONERS, COUNTY OF LAKE
MICHAEL REPAY, PRESIDENT
KYLE W. ALLEN, Sr., COMMISSIONER
JERRY TIPPY, COMMISSIONER

Order #28 Agenda #15

In the Matter of Staff Reports: 15.1 Weights & Measures: Monthly Report 4/16/2023-5/15/2023.

Allen made a motion, seconded by Tippy, to approve Staff Report from agenda item 15.1, on behalf of Weights & Measures Monthly Report 4/16/2023-5/15/2023. Motion carried 3-0.

Order #29 Agenda #16.1

In the Matter of Other: 16.1 Request to Purchase one (1) Steel Hopper for unit # 163 Schwarze Road Sweeper from Hoosier Equipment (Sole Vendor for Item).

Allen made a motion, seconded by Tippy, to approve request to Purchase one (1) Steel Hopper for unit # 163 Schwarze Road Sweeper from Hoosier Equipment, on behalf of Highway Department. Motion carried 3-0.

Order #30 Agenda #16.2

In the Matter of Other: 16.2 Data: Letter of Authorization for Alldan Networking, Inc. to operate as our agent to AT&T for auditing phone lines.

Allen made a motion, seconded by Tippy, to approve Letter of Authorization for Alldan Networking, Inc. to operate as our agent to AT&T for auditing phone lines on behalf of Data. Motion carried 3-0.

Order #31 Agenda #3.1

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.1 Addition to the Maintenance Building and Renovations to Animal Control.

This being the day, time and place for the receiving of bids for Addition to the Maintenance Building and Renovations to Animal Control for Commissioners the following bids were received:

- | | |
|----------------------------------|----------------|
| 1. Hasse Construction Co., Inc. | \$ 710,840.00 |
| 2. Gariup Construction Co., Inc. | \$ 693,500.00 |
| 3. The Pangere Corporation | \$1,029,195.00 |

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

Order #32 Agenda #3.2

In the Matter of Public Opening Of Vendor Responses To Requests For Bids And Quotes: 3.2 Lake County Fairgrounds East Parking Lot Building 22-23.

This being the day, time and place for the receiving of bids for Lake County Fairgrounds East Parking Lot Building 22-23 for Commissioners the following bids were received:

- | | |
|------------------------------|-------------|
| 1. The Pangere Corporation | \$44,937.00 |
| 2. Gary Material Supply, LLC | \$25,000.00 |

Comes now, John Kirk of DLZ Indiana, LLC having reviewed both proposals submitted recommended Gary Material Supply, LLC, Allen made a motion, seconded by Tippy, to award to Gary Material Supply, LLC in the amount of \$25,000.00. Motion carried 3-0.

Order #33 Agenda #17

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

Comes now, Barbara Cotellis of Hobart, Indiana, "good morning Ladies and Gentlemen, before I give my comments, I would like to request that the Public Health Commission Bill be put on the Agenda at future meetings for discussion, a vote to opt in or out of this Bill is required from the Commission by September of 2023, I would also like to request that a Representative from the Lake County Board of Health also be present at the meetings to instruct us as to what they know about this Bill and it's effect on Hoosiers, in May of 2022 Governor Holcomb was invited to the World Economic Forum to make a presentation on manufacturing and industry, at the end of the Conference he traveled to several Countries, not sure why, but neither he nor the taxpayers paid for these trips, they were financed by unknown donors, when he returned he requested that Health Bill be drafted, it became known as Senate Bill 4, it was a contentious Bill, it was vague, obsequious and as one Legislator stated, "it needed guard rails", there were no metrics to measure results, no accountability to the taxpayer built in, it was the kind of Bill you had to pass to know what was in it, after many meetings and readings and findings passed but with the option to each County to opt in or out, the Commission provides no treatment only data collection and data transfer and not just at Clinics and Hospitals but Schools also, it is overreaching, we have so little medical freedom and privacy left after COVID, I fear that this will be the end, who will ever want to go to a Doctor again, before we know there are medical conditions made used against us in the future, in fact I recently found out that Blackstone has acquired ancestry dot com for four point seven billion dollars, you can't tell me that they're not after our biological data, we have no idea what the end game is for this expensive experiment, the tax payers did not ask for, I was told that

Order #33 Agenda #17 cont'd

Indiana is forty-fifth in the Nation for health, the metrics used to determine this include things such as the amount people pay for health insurance, Hoosiers pay more for health insurance than any State in the Nation, this is one of the reasons that they were kind of lower down on the list, these metrics are so vary that is like comparing apples to oranges my point is that our elected and appointed taxpayers may think that simply taking this money, whatever the amount is, will advance us on the scale of healthy States, will it though, I hope that our fellow Lake County tax payers elected and appointed will ask themselves if this is just another money rail and make the ethical decision to opt out of this Bill, remember tax payers did not ask for this Bill, and it narrowly passed, thank you" end comment.

Comes now, Sheila McJecky of Schererville, Indiana, "I spent forty years of my life fighting for patients freedom, patients medication, the best doctors, the best hospitals, the best anything that I could provide and then came COVID and the mandates and I decided to retire, so there's a couple things on this Bill that I think we all need to look at, with an open mind, we have programs in place in Indiana that have not been funded for Healthcare for twenty one years, we have a surplus, what's going on with that, where is that money, we need to ask those questions before we arbitrarily decide something, because they're going to give us a couple pennies every month, so our State has failed in that regard, the other thing is they have been uncutting Counties through an administrative rule process, you have to opt in before the rules are written, so it almost sounds like Nancy Polosy saying I've got to pass the Bill before I can read it, what is the procedure for opting out what happens if they do, what happens to the Counties in Indiana that don't want it versus the Counties that do want it, what about funding for Counties that don't opt in, are they on their own, in a previous version there wasn't a place to opt out, there Grants being provided, the unspoken assumption with us before is that subpar healthcare outcomes are due to failure incompetence at the County level and nothing could be further from the truth, Lake County is a great County but we need more funding, we need our programs funded that we already have, Indiana should deny the urge to micromanage our Counties, we need less Government not more Government, we don't want to opt in just for a couple pennies, it is high personal income and high numbers of insured that predicts good health, I will probably spend the rest of my life fighting for good healthcare for people, it's just what I do, thank you" end comment.

Comes now, President Repay, asked for anyone else wishing to speak, there were none.

The next Board of Commissioners Regular Meeting will be held on Wednesday, July 19, 2023 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:

PEGGY H. KATONA, LAKE COUNTY AUDITOR