

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

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed 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 13th day of September, 2019 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 13th day of September, 2019 at about 12:00 p.m.

Order #1 Agenda #1-f(1-3)

In the Matter of Opening of Meeting: f. Finalization of Agenda: 1) Certificate of Service of Meeting Notice to those who have made a written request for notice; 2) Additions, deletions, corrections; 3) Approval of final agenda to be incorporated into official minutes.

Allen made a motion, seconded by Tippy, to amend the Agenda as presented by the County Attorney, approving the following additions, deletions and/or corrections. Motion carried 3-0.

Additions to the Agenda After its Publication

- a. Item 10g: Council Item: Amendment to Consulting Services Agreement with Jeanann Ficker in the additional amount of \$10,000.00
- b. Item 6s: Building Superintendent: Payment for Change Order #1 and #2 to Sneed Construction in the amount of \$15,578.00 for the New Veterans' Office

Corrections to the Agenda After its Publication

- a. Item 6d: Commissioners: Recommendation to award the lowest bidder General Medical Devices for AED batteries and pads in the amount of \$3,710.73 (Other bid from American AED \$3,922.00; Allied 100 did not respond)
- b. Item 6k: Sheriff: Purchase of inmate bands from Pinnacle Technology in the amount of \$5,212.14

Deletions to the Agenda After its Publication

- a. Item 6q: Building Superintendent: Payment to Emcor for Voters Data Power Repair in the amount of \$3,500.00
- b. Item 6r: Juvenile Court: Recommendation to award the purchase of a new copier to Gateway Business Systems in the amount of \$4,296.00
- c. Item 9c: Commissioners: Amend the Tax Sale Certificate Policy Manual

Order #2 Agenda #1f(5)(a)

In the Matter of Opening of Meeting: f. Finalization of Agenda: 5) Confirmation of Executive Session: a. Executive Session Scheduled for September 18 at 11:00 am.

Comes now, Attorney Fech, to confirm there is an Executive Session scheduled for today at 11:00 am. NAT

A courtesy copy of the notice of this meeting was faxed 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 11th day of September, 2019 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 11th day of September, 2019 at about 12:00 p.m.

Order #3 Agenda #2a

In the Matter of Correspondence: a) Sent Correspondence from John Dull regarding Lobbyist Audit.

Allen made a motion, seconded by Tippy, to make a matter of public record the correspondence from John Dull, item 2a. Motion carried 3-0.

Order #4 Agenda #3a-b

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a) Election Board: Moving of Election Equipment; b) Auditor: Conversion to accrual method of accounting.

Comes now, Attorney Fech, bringing attention to the Board item 3b of the Conversion of accrual method, stating that, "it's my understanding that those were not necessarily placed out for bid", Commissioners Repay, asked, "was there an advertisement placed out for bid?", Fech, replied, "my understanding is they did not get advertised, but we do have the two proposals, my recommendation is that the Commissioners defer action or decline action on item 3b, that the matters be placed out for bid so that we can insure that the accounting firms that are incline to perform this conversion from the cash accounting method to the accrual accounting method is given an opportunity for the County to receive the very best opportunity in terms of cost for citizens of Lake County", Tippy asked questions for clarity and mentioned that the bids turned in were received open and recommended they be rejected, Fech continued, Mr. Blanchard came forward with comments to Board members, Repay made final comment, stating, "I think it's important to re-establish the request of the Board of Commissioners, which is to advertise it, to receive those documents sealed and to open those documents at our next public meeting", so moved stated Tippy, Allen seconded, return date October 16, 2019. Motion carried 3-0.

Order #5 Agenda #3a

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a) Election Board: Moving of Election Equipment.

Allen made a motion, seconded by Tippy, to allow the opening of the proposals for Election Board. Motion carried 3-0.

Order #6 Agenda #4a-b

In the Matter of Approval of Minutes from Prior Meetings: a) Approval of minutes for August 7, 2019 Meeting; b) Approval of minutes for August 21, 2019 Meeting.

Allen made a motion, seconded by Tippy, to approve the Minutes of the Meetings of the Board of Commissioners held August 7, 2019 and August 21, 2019. Motion carried 3-0.

Order #7 Agenda #5a

In the Matter of Public Bidding: Approval of Specifications, Set the Return Date: a) Commissioners: Approve advertisement for the return of proposals to operate the county cafeteria. Proposals to be returned to the Auditor's Office by 9:30 am on Wednesday, October 16, 2019.

Allen made a motion, seconded by Tippy, to approve the advertising of proposals to operate the County Cafeteria for the Lake County Commissioners for the return of proposals to the Auditor's Office by 9:30 am on Wednesday, October 16, 2019. Motion carried 3-0.

Order #8 Agenda #6a

In the Matter of Action to Form Contracts: a) Community Corrections: Recommendation to award this bid for electronic monitoring to the lowest bidder Sentinel. (Other bids from Total Court Services and ICU Monitoring).

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Sentinel** the contract for Electronic Monitoring for Lake County Community Corrections Department being the lowest bidder upon a motion made by Allen to approve agenda item 6a, seconded by Tippy, Kellie J. Bittorf Executive Director present/spoke. Motion carried 3-0.

Letter of Recommendation
September 9, 2019

Lake County Board of Commissioners
2293 North Main Street
Crown Point, IN 46307

Dear Commissioners:

Lake County Community Corrections (LCCC) received proposals from Sentinel, Total Court Services and ICU Monitoring, Inc. in response to the electronic monitoring RFB. As illustrated in the attached pricing sheets, Sentinel's proposal offers the best price and value for the equipment and services LCCC is seeking. Sentinel provided three references from community supervision agencies from across the State of Indiana. They are our current provider and if approved, their contract will be a continuation of service rather than complete transition.

LCCC respectfully requests to renew the electronic monitoring contract with Sentinel as detailed in the proposal for a period of two years.

Please feel free to contact me with questions or concerns.

Best Regards,

Kellie J. Bittorf
Executive Director

Cc: Attorney Matt Fech
file

Order #9 Agenda #6b

In the Matter of Action to Form Contracts: b) Commissioners: Contract with American Valuation Group, Inc. for appraisal consulting in the amount of \$40,000.

Allen made a motion, seconded by Tippy, to approve on behalf of Commissioners the Contract with American Valuation Group, Inc. for appraisal consulting services in the amount of \$40,000.00. Motion carried 3-0.

Order #10 Agenda #6c

In the Matter of Action to Form Contracts: c) Commissioners: Contract with Centrex Service for 36 months for phone lines in the amount of \$1,125.00 monthly.

Allen made a motion, seconded by Tippy, to approve on behalf of Commissioners the Contract with AT&T for Centrex Service for 36 months for phone lines in the amount of \$1,125.00 monthly. Motion carried 3-0.

Order #11 CORR Agenda #6d

In the Matter of Action to Form Contracts: d) Commissioners: Recommendation to award the lowest bidder General Medical Devices for AED batteries and pads in the amount of \$3,710.73 (Other bid from American AED \$3,922.00; Allied 100 did not respond).

Allen made a motion, seconded by Tippy, to approve the acceptance of the lowest bidder and award General Medical Devices with \$3,710.73 for AED Batteries and Pads on behalf of Commissioners. Motion carried 3-0.

Order #12 Agenda #6e

In the Matter of Action to Form Contracts: e) Highway: Purchase of Emergency Replacement metal pipes from DEBCO Metal Culverts in the amount of \$83,250.00 (Other bids from Metal Culverts, Inc. \$79,867.00 but did not provide preliminary drawings; St. Regis Culverts did not provide a replacement structure price).

Order #12 Agenda #6e-h cont'd

Comes now, Attorney Fech, with Items for Highway in 6e-6h each item details read aloud for consideration by the Board, Upon no objections, Allen made a motion, seconded by Tippy, to approve on behalf of Highway Items 6e-h, see below. Motion carried 3-0.

e) Highway: Purchase of Emergency Replacement metal pipes from DEBCO Metal Culverts in the amount of \$83,250.00 (Other bids from Metal Culverts, Inc. \$79,867.00 but did not provide preliminary drawings; St. Regis Culverts did not provide a replacement structure price)

f) Highway: Emergency Contract for replacement of metal pipes with Austgen Equipment, Inc. in the amount of \$74,421.00 (Other bids from Dunnet Bay Construction Company, Inc. \$198,500.00; Ellas Construction Company, Inc. \$325,500.00; Gariup Construction, Inc. \$327,500.00)

g) Highway: County Utility Agreement with Crown Castle Fiber LLC for the location of: Right of Way near 1376 S. Broad St. Griffith, Indiana 46319 for Wireless Telecommunications Equipment

h) Highway: Recommendation to award bid for new 58,000 GVWR Axel Truck to M&K Center of Gary, LLC in the amount of \$223,018.00 (Other bid from TransChicago Truck Group \$215,988.00 but does not meet all specifications)

Order #13 Agenda #6i-k CORR

In the Matter of Action to Form Contracts: i) Sheriff: Purchase of Emergency Transport from the City of Crown Point Emergency Services in the amount of \$2,646.64.

Comes now, Attorney Fech, with Items for Sheriff in 6i-6k each item details read aloud for consideration by the Board, Upon no objections, Allen made a motion, seconded by Tippy, to approve agenda Item 6i-k on behalf of Sheriff, see below. Motion carried 3-0.

- i) Sheriff: Purchase of Emergency Transport from the City of Crown Point Emergency Services in the amount of \$2,646.64
- j) Sheriff: Purchase of Uniforms from J Higgins LTD in the amount of \$5,275.00
- k) Sheriff: Purchase of inmate bands from Pinnacle Technology in the amount of \$5,212.14

Order #14 Agenda #6l

In the Matter of Action to Form Contracts: l) Fairgrounds: Approve use of the Fairgrounds for the 2020 Lake County Fair which runs August 7-16, 2020 with preview night to be August 6th.

Allen made a motion to approve use of the Fairgrounds for the 2020 Lake County Fair which runs August 7-16, 2020 with preview night to be August 6th, Tippy seconded with discussion, referring to Attorney Fech to make a note to start the Lease process, discussion closed. Motion carried 3-0.

Order #15 Agenda #6m-p

In the Matter of Action to Form Contracts: m-p) Building Superintendent: Items for approval m-p.

Allen made a motion to approve agenda Items 6m-p on behalf of the Building Superintendent, Tippy seconded with discussion, asking Mr. Rehder, on item o, stating, "the varnishing of the walls?...that wasn't included in the...", Mr. Rehder present with response, "no that was requested by Judge McDermott", Tippy, continued, "ok, and is it only Judge McDermott's Court that is getting varnished walls", Rehder, replied, "it's only Judge McDermott's court", Repay, commented, "if I recall correctly, I think it was because the pictures around the walls, the shadowing and then it became evident where it was", Tippy, stated, "okay, alright well that makes sense", discussion closed, Tippy seconded the motion to approve. Motion carried 3-0.

m) Building Superintendent: Recommendation to select Arctic Engineering Co. to repair the Paramore and Juvenile Building in the amount of \$22,270.00 (Other bids from Johnson Controls \$24,590.00 and Mechanical Concepts \$24,500.00)

n) Building Superintendent: Payment to Johnson Controls for HVAC services in the amount of \$2,013.11.

o) Building Superintendent: Recommendation to select Sneed Construction for Courtroom Varnishing Walls in the amount of \$17,200.00 (Other bid from Hasse Construction, Inc. \$24,800.00)

p) Building Superintendent: Payment to Credent Quality for \$7,121.40 for electrical work done to the Highway Department

Order #16 ADD Agenda #6s

In the Matter of Action to Form Contracts: s) Building Superintendent: Payment for Change Order #1 and #2 to Sneed Construction in the amount of \$15,578.00 for the New Veterans' Office.

Allen made a motion, seconded by Tippy, to approve on behalf of the Building Superintendent payments to Sneed Construction in the amount of \$15,578.00 for the New Veteran's Office for Change Order #1 and #2. Motion carried 3-0.

Order #17 Agenda #7a

In the Matter of Action to Modify Existing Contracts: a) Highway: Change Order #1 Bridge Structure #978 185th Ave. over a Tributary of West Creek. Increase of \$6,950 for the removal of trees, ditch reshaping and grading.

Allen made a motion, seconded by Tippy, to approve on behalf of Highway Department the following Change Orders listed in agenda item 7a-c. Motion carried 3-0.

- a) Highway: Change Order #1 Bridge Structure #978 185th Ave. over a Tributary of West Creek. Increase of \$6,950 for the removal of trees, ditch reshaping and grading
- b) Highway: Change Order #1 Bridge #264, Hart Street over Hart Ditch. Increase of \$6,518.00 for removal of cistern, relocate debris and fill in with sand.
- c) Highway: Change Order #1 101st and Sheffield Intersection Improvements. Deduction of \$48,944.10

Order #18 Agenda #7d

In the Matter of Action to Modify Existing Contracts: d) Commissioners: Change Order #8 with Hasse Construction for flooring and other changes to the courtrooms in the additional amount of \$33,140.00.

Allen made a motion to approve on behalf of Highway Change Order #8 with Hasse Construction for flooring and other changes to the courtrooms in the additional amount of \$33,140.00, Tippy seconded with discussion, stating, "once again, flooring wasn't included", Rehder, responded, "no, there's areas that we changed due to the Judges, like their Hallway, we had regular LVT Tile, they wanted the carpeted to help with the sound outside the Hallway, and then other areas of the Hallway and Flooring that wasn't designated by the architect we made some changes and then from the heavy equipment and everything we tore up some of the floors outside the Courtrooms that we had to correct", Tippy, continued discussion, "and has Hasse already performed this work?", Rehder, responded, "yes he has, it was a Change Order that we thought was already approved but getting back into we determined this past week", Tippy asked question to Larry Blanchard asking "have you seen that one Larry", Larry responded "I did, I saw it", Repay closed discussion. Motion carried 3-0.

Order #19 Agenda #8a

In the Matter of Action And/Or Reports on County Owned Property: a) Disposal of 1 IBM Typewriter.

Comes now, Attorney Fech, recommended to the Board that they donate the typewriter to the Smithsonian Institute instead of disposing it, Allen made a motion to approve the donation of one (1) IBM Typewriter to the Smithsonian Institute as recommended by Attorney Fech, Tippy seconded. Motion carried 3-0.

Order #20 Agenda #9a-b

In the Matter of Action on Commissioners' Items: a) Purchasing: Approve Able Paper and Janitorial Supplies' request to extend the 2019 bid pricing throughout 2020; b) Purchasing: Approve Pulse Technology's request to extend 2019 bid pricing through 12/31/2020 for Office Supplies.

Allen made a motion, seconded by Tippy, to approve the extension of the 2019 Contracts for the Purchasing Department for Janitorial Supplies with **Able Paper** and for Office Supplies with **Pulse Technology** as requested through December 31, 2020. Motion carried 3-0.

Order #21 Agenda #3a

In the Matter of Public Opening of Vendor Responses To Requests for Bids and Quotes: a) Election Board: Moving of Election Equipment.

This being the day, time and place for the receiving of proposals for the Moving of Election Equipment for Lake County Board of Election and Registration, the following proposals were received:

Ferree Movers & Storage, Inc.	On-Time Distribution
\$25 per Infinity Machine	\$25 per Infinity Machine
\$120 per hour	\$120 per hour
\$20 pick-up & delivery	\$20 pick-up & delivery

Comes now, Director of Lake County Elections and Registration, before the Board of Commissioners recommending approval of both proposals submitted utilizing both companies for the Moving of the Voting Machines throughout the County for the November General Election, Allen made a motion based on the overview of Ms. Fajman (Director) to approve for the polls for the Lake County Election, Tippy seconded the motion, awarding the Contract for the Moving of the Voting Machines for the November General Election for Lake County 2019 to Ferree Movers & Storage, Inc. and to On-Time Distribution for the respective amounts listed above. Motion carried 3-0.

Order #22 Agenda #10a-f ADD 10g

In the Matter of County Council Items: a) Joint Interlocal Cooperation Agreement with Schererville for 77th Ave. Road Repair; b) Collective Bargaining Agreement with IBEW Local 21; c) Resolution No. 19-53: Resolution Permitting the Lake County Board of Election and Registration to Pay an Outstanding 2012 Invoice/Debt from the 2019 Budget; d) Resolution No. 19-52: Resolution in Support of October as Breast Cancer Awareness Month; e) Resolution No. 19-51: Resolution Honoring Andrean High School Boys Baseball Team IHSA Class 3A State Champions; f) Resolution No. 19-50: Resolution Honoring Crown Point High School Wrestler Jesse Mendez; g) Council Item: Amendment to Consulting Services Agreement with Jeanann Ficker in the additional amount of \$10,000.00.

Allen made a motion, seconded by Tippy, to approve Agenda Item 10a-g, listed below, for the County Council. Motion carried 3-0.

- a) Joint Interlocal Cooperation Agreement with Schererville for 77th Ave. Road Repair
 - b) Collective Bargaining Agreement with IBEW Local 21
 - c) Resolution No. 19-53: Resolution Permitting the Lake County Board of Election and Registration to Pay an Outstanding 2012 Invoice/Debt from the 2019 Budget
 - d) Resolution No. 19-52: Resolution in Support of October as Breast Cancer Awareness Month
 - e) Resolution No. 19-51: Resolution Honoring Andrean High School Boys Baseball Team IHSA Class 3A State Champions
 - f) Resolution No. 19-50: Resolution Honoring Crown Point High School Wrestler Jesse Mendez
 - g) Amendment to Consulting Services Agreement with Jeanann Ficker in the additional amount of \$10,000.00.
- Cont'd.

Order #22 Agenda #10a-f ADD 10g cont'd



JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE 77TH AVENUE ROAD/BRIDGE REPAIR PROJECT BETWEEN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, AND LAKE COUNTY, INDIANA

This JOINT INTERLOCAL COOPERATION AGREEMENT FOR THE REPAIR AND ROAD/BRIDGE IMPROVEMENT OF 77TH AVENUE IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA (hereinafter referred to as this "Agreement"), is made and entered into this 14 day of August, 2019, in accordance with the provisions of I.C. §36-1-7, *et seq.*, as amended from time to time, by and between the TOWN OF SCHERERVILLE, Lake County, Indiana, a Municipal Corporation, by its duly elected Town Council (hereinafter referred to as "SCHERERVILLE"), and LAKE COUNTY, INDIANA, a unit of local government, by its duly elected BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as "COUNTY"), each a political subdivision and unit organized and operating under the laws of the State of Indiana, as set forth hereinafter:

RECITALS

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

WHEREAS, the 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, SCHERERVILLE and the COUNTY have each been advised that the provisions of I.C. §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, SCHERERVILLE and the COUNTY are both 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, SCHERERVILLE and the 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, to provide for a 77th Avenue Road/Bridge Repair and Improvement public work project, for the mutual benefit of the participating governmental units; and

WHEREAS, SCHERERVILLE, and the COUNTY have determined that entry into a joint interlocal cooperation agreement for the 77th Avenue Road/Bridge Repair and Improvement public works project is in the best interests of the residents of SCHERERVILLE and the 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.

WHEREAS, SCHERERVILLE and the COUNTY have been informed and advised that the estimated cost of the project is Two Hundred Twenty-Nine Thousand Nine Hundred Ninety-Eight and 00/100 Dollars (\$229,998.00); based on this cost information, the COUNTY has agreed to pay the amount of Thirty

Thousand and 00/100 Dollars (\$30,000.00) to fund the project, and SCHERERVILLE has agreed to pay all other costs and expenses for the Project.

COVENANTS

NOW, THEREFORE, SCHERERVILLE AND THE COUNTY, IN CONSIDERATION OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ALL OF WHICH ARE HEREBY ACKNOWLEDGED, DO HEREBY AGREE AS FOLLOWS, NAMELY:

SECTION 1: DURATION. The duration of this Agreement shall be from the execution date of this Agreement to completion of the Project, as defined herein, provided that this Agreement is adopted by Resolution by each of SCHERERVILLE and the COUNTY.

SECTION 2: PURPOSE. The purpose of this Agreement is to set forth and establish the responsibilities and obligations of SCHERERVILLE and the COUNTY concerning the 77th Avenue Road/Bridge Repair and Improvement public work project.

SECTION 3: PROJECT DEFINED. This Project is defined as a Road/Bridge Repair Improvement public work project on 77th Avenue, to be supervised and completed by SCHERERVILLE, all of which is designed for the benefit of the citizens and residents of SCHERERVILLE and the COUNTY. The Project is further defined by the engineering plans prepared by Robinson Engineering, which engineering plans are, or have been, approved and accepted by the County.

SECTION 4: PROJECT FUNDING. The COUNTY agrees to pay to SCHERERVILLE the amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) to help fund the Project within thirty (30) days of SCHERERVILLE completing the Project as verified by the COUNTY. In addition, SCHERERVILLE shall use its power and authority, if necessary or required, under the statutory eminent domain laws to secure and acquire right-of-way for any needed parcels and/or drainage and utility easements. SCHERERVILLE shall be the lead unit for the construction of the project and shall let the bids.

SECTION 5: ADMINISTRATION AND AUTHORITY DELEGATION.

- A. This Agreement shall be administered through SCHERERVILLE. The powers of SCHERERVILLE shall be as follows: the powers of the entity shall be exercised by SCHERERVILLE and shall be construed to include all powers directly granted it under the Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the Project commencement and completion as set forth in **SECTION 3** of this Agreement.
- B. That SCHERERVILLE is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement; further, all claims for supplies, materials, services or other expenses shall be examined and approved by SCHERERVILLE.

SECTION 6: 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 7: AMENDMENTS. The terms of this Agreement may not be amended, supplemented, waived or modified without the prior written approval of all Parties.

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Order #22 Agenda #10a-f ADD 10g cont'd

SECTION 8: FORCE MAJEURE. Except as otherwise provided in this Agreement, SCHERERVILLE and the 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 SCHERERVILLE and the COUNTY, which was not avoidable in the exercise of reasonable care and foresight.

SECTION 9: 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:

SCHERERVILLE
Town of Schererville
10 E. Joliet Street
Schererville, IN 46375

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

Attn: Town Council President, Town Clerk-
Treasurer, & Town Attorney

Attn: Board of County Commissioners &
Attorney to the Board of County
Commissioners

SECTION 10: CAPTIONS. The captions and section designations herein set forth are for convenience only, and shall have no substantive meaning.

SECTION 11: 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 12: 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 13: MATERIAL DISPUTE. The Parties agree that SCHERERVILLE and the COUNTY shall meet for resolution purposes. Thereafter, if a 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, with the Parties to first utilize the ten-applicable Alternative Dispute Resolution provisions for dispute issues before further proceedings. The Parties agree that each Party shall be responsible for its own attorney fees, absent any applicable provision of law to the contrary.

SECTION 14: COUNTERPARTS. This Agreement shall be signed in counterparts and each of said counterparts shall be considered an original.

SECTION 15. RECORDING AND FILING. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Recorder. 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 the provisions of I.C. §36-1-7-6.

SECTION 16: PUBLIC ACTION. It is expressly acknowledged and stated that this Agreement is executed and entered into by SCHERERVILLE and the COUNTY after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:

- A. By the Town Council as the Fiscal Body of the TOWN OF SCHERERVILLE, Lake County, Indiana, a Municipal Corporation, on the 14 day of August, 2019, by a vote of 5 in favor, and 0 against, and whereby the Town Council President and Clerk-Treasurer, respectively, were directed to execute and attest same, and deliver the Agreement herein.
- B. By the Board of County Commissioners, Lake County, Indiana, as the Executive of the municipal body known as LAKE COUNTY, INDIANA, on the ___ day of ___, 2019, by a vote of ___ in favor, and ___ against, and whereby the Lake County Auditor was directed to attest the same.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, THE PARTIES, BY THEIR DULY AUTHORIZED OFFICIALS AND REPRESENTATIVES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 14 DAY OF AUGUST, 2019.

TOWN OF SCHERERVILLE,
LAKE COUNTY, INDIANA
Thomas J. Schmitt
THOMAS J. SCHMITT,
Town Council President

Attest:

Janice M. Malinowski
JANICE M. MALINOWSKI, I.A.M.C., C.M.C., M.M.C., C.M.O.
Clerk-Treasurer

IN WITNESS WHEREOF, THE PARTIES, BY THEIR DULY AUTHORIZED OFFICIALS AND REPRESENTATIVES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 18 DAY OF September, 2019.

BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY, INDIANA

Kyle W. Allen Sr., Commissioner, 1st District

Jerry Tippy, Commissioner, 2nd District

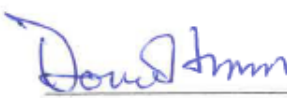
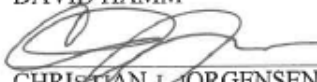

Michael C. Repas, Commissioner, 3rd District


Attest:

John Petrus, Lake County Auditor


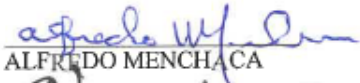

Order #22 Agenda #10a-f ADD 10g cont'd

WITNESS WHEREOF, the Lake County Council, pursuant to I.C. 36-1-7-10, hereby approves this Agreement on the 10th day of September, 2019.


 DAVID HAMM

 CHRISTIAN J. JORGENSEN

 DANIEL E. DERNULC


 TED F. BILSKI, President

PRESENTED TO
 BOARD OF COMMISSIONERS
 BY LAKE COUNTY AUDITOR
 SEP 12 2019


 CHRISTINE CID

 ALFREDO MENCHACA

 CHARLIE BROWN

Members of the Lake County Council

ATTEST:

John E. Petrus JD
Lake County Auditor

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS DAY OF 20

In the Matter of State Board of Accounts Items: a) Auditor: Accounts Payable Voucher Register for payroll date of 8/30/2019; b) Auditor: LC265 Check Register approved September 5, 2019 to September 18, 2019; c) Auditor: LC130 Check Register approved for September 18, 2019; d) Auditor: Handcut checks approved from September 5, 2019 to September 18, 2019.

Allen made a motion, seconded by Tippy, to approve agenda items 11a-d on behalf of Auditor for State Board of Accounts, items listed below. Motion carried 3-0.

- a) Auditor: Accounts Payable Voucher Register for payroll date of 8/30/2019
- b) Auditor: LC265 Check Register approved September 5, 2019 to September 18, 2019
- c) Auditor: LC130 Check Register approved for September 18, 2019
- d) Auditor: Handcut checks approved from September 5, 2019 to September 18, 2019

Order #24 Agenda #11e

In the Matter of State Board of Accounts Items: e) Economic Development: Approve Hand Cut Checks from September 1, 2019 through September 13, 2019.

Allen made a motion, seconded by Tippy, to approve on behalf of Economic Development the Hand Cut Checks from September 1, 2019 through September 13, 2019 for State Board of Accounts. Motion carried 3-0.

Order #25 Agenda #12a-b

In the Matter of Items to be made a matter of public record: a) Recorded Joint Interlocal Agreement with the Town of Munster and the LCRBDC; b) Performance Bond, Payment Bond and Certificate of Insurance for Reith Riley Construction. Project 101st and Sheffield Intersection Improvements.

Allen made a motion, seconded by Tippy, to make a matter of public record the Recorded Joint Interlocal Agreement with the Town of Munster and the LCRBDC and Performance Bond, Payment Bond and Certificate of Insurance for Reith Riley Construction. Project 101st and Sheffield Intersection Improvements. Motion carried 3-0.

Order #26 Agenda #13a

In the Matter of Poor Relief Decisions: a) 45 Poor Relief Decisions for the month of August.

Allen made a motion, seconded by Tippy, to approve the following Poor Relief Decisions for the month of August (45 Decisions) submitted by the Poor Relief Decisions Officer. Motion carried 3-0.

Chantelle Sims	Denied for appellant's failure to appear
Nakiya Todd	Approved/partial
Archie Lockwook	Approved/partial
Erica Williams	Approved/partial
Jai Pri Johnson	Denied for appellant's failure to appear
David Thomas	Denied for appellant's failure to appear
Nalayah Hatton	Denied for appellant's failure to appear
Erika Wakefield	Approved/partial
Sheryl Jackson	Approved/partial

Order #26 Agenda #13a cont'd

Logan Leroy	Approved/partial
Tatima Dillard	Approved/partial
Regina Richards	Approved/partial
Mary Pickens	Approved/partial
David Huenecke	Denied
Pennie Lee	Approved
Jeffrey Shaffer	Approved/partial
Nakiya Todd	Approved
Latecia Hughes	Approved
Anthony McGill	Remanded to Township for further consideration and review
Michael Burge	Denied for appellant's failure to appear
Lynel Jones/Holloway	Denied for appellant's failure to appear
Naffesha Harris	Denied for appellant's failure to appear
Edward Matthew	Approved/partial
Demetria Johnson	Denied
Linda Dodson	Approved/partial
Tina Meredith	Denied for appellant's failure to appear
Danelle L. Walberg	Approved/partial
Jonnie M. McCullan	Denied for appellant's failure to appear
Briana Strigus	Denied for appellant's failure to appear
Small Collins Jr.	Approved/partial
Delicia Mitchell	Approved
Kristin Willis	Denied for appellant's failure to appear
Demetria Johnson	Remanded to Township for further consideration and review
Esperanza Cordero	Denied
Karob Jackson	Approved
Toshana Powell	Denied
John P. Allen, Jr.	Approved/partial
Janice Martin	Approved/partial
Zanette Worthington	Approved/partial
Tewhonna Hannah	Approved/partial
Johnny Houston	Denied
Clarence Alexander	Approved/partial
Faith Johnson	Denied
Shanique McDowell	Denied
Benjamin Alexander	Approved/partial
Elroy Miller	Approved

Order #27 Agenda #14a-b

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: a) Commissioners: Approve responsible bidder application for Actin Contracting, LLC; b) Prosecutor: LD Lower Holdings, Inc.

Allen made a motion, seconded by Tippy, to approve on behalf of Commissioners the responsible bidder application for **Actin Contracting, LLC** and ordered same to approve on behalf of the Prosecutor – **LD Lower Holdings, Inc.** Motion carried 3-0.

Order #28 Agenda #17

In the Matter of Comments: c) Commissioners.

Comes now, Commissioner Allen, to acknowledge the Cancellation of the Meeting Scheduled to be held Wednesday, October 2, 2019 and the next Board of Commissioners meeting will be held Wednesday, October 16, 2019. No further comments.

The next Board of Commissioners Regular Meeting will be held on Wednesday, October 16, 2019 at 10:00 A.M.

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

The following officials were Present:
Attorney Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR