

The Board met in due form with the following members present: Frances DuPey, Roosevelt Allen, Jr., and Gerry Scheub. 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 Brenda Koselke 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 19<sup>th</sup> day of April, 2010 at about 2:45 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 19<sup>th</sup> day of April, 2010 at about 2:45 p.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: Permission to open Bids/Proposals.

Scheub made a motion, seconded by Allen, to approve the opening of the Bids and Proposals. Motion passed 3-0.

Order #1 Agenda #5B

In the Matter of Notices/Agenda: Additions, deletions, and/or corrections to Agenda for a Regular Meeting, read aloud.

Scheub made a motion, seconded by Allen, to approve the Additions Items #42N – Letter from SRI Incorporated concerning the Tax Sale Certificates Remaining on the SRI Tax Sale Records Maintained for the Lake County Auditor as of 4/15/10 – 10,194 Certificates; Item #50A – Lake County to Commence Energy Efficiency and Conservation Projects with Federal Grant to be made a matter of public record; Item #50B – Qualification for Legal Notices – Gary Crusader; Item #50C – Direction from Commissioner on Specialty Underwriters, LLC Contract; Deletions – Number 48; Corrections – Number 39 Should state for James J. Nagy. Motion passed 3-0.

Order #1 Agenda #5D

In the Matter of Notices/Agenda: Approved Final Agenda made a matter of public record.

Scheub made a motion, seconded by Allen, to approve the Final Agenda and make it a matter of public record. Motion passed 3-0.

Order #2 Consent Agenda

In the Matter of Consent Agenda (Items #27A, 27B, 27C, 27D, 27E, 27F, 27G, 33, 52, 53A, 53B, 53C, 53D, 53E, 58, 59A & 59B)

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the Items of the Consent Agenda (Items #27A, 27B, 27C, 27D, 27E, 27F, 27G, 33, 52, 53A, 53B, 53C, 53D, 53E, 58, 59A & 59B). Motion passed 3-0.

Order #2 Consent Agenda #27A-G

In the Matter of L C Highway – Certificates of Liability Insurance (B & D Sewer & Backhoe Service; Sikma Plumbing Company, Inc.; Anker Trucking Incorporated; Mathis, Ramon & Eleanor; M S Consultants, Inc.; Nettleton Specialized Carrier, Inc.; Anker Trucking Incorporated)

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the L C Highway – Certificates of Liability Insurance (B & D Sewer & Backhoe Service; Sikma Plumbing Company, Inc.; Anker Trucking Incorporated; Mathis, Ramon & Eleanor; M S Consultants, Inc.; Nettleton Specialized Carrier, Inc.; Anker Trucking Incorporated). Motion passed 3-0.

Order #2 Consent Agenda #33

In the Matter of L C Sheriff – Certificate of Liability Insurance, Registered Retail Merchant Certificate and Indiana Pharmacy Permit from In Touch Pharmaceuticals.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the L C Sheriff Department – Certificate of Liability Insurance, Registered Retail Merchant Certificate and Indiana Pharmacy Permit from In Touch Pharmaceuticals. Motion passed 3-0.

Order #2 Consent Agenda #52

In the Matter of L C Board of Commissioners – Purchasing Matrix for supplies and services.

Allen made a motion, seconded by Scheub, to make a matter of public record the Purchasing Matrix for Supplies and Services. Motion passed 3-0.

Order #2 Consent Agenda #53A

In the Matter of L C Board of Commissioners: IDEM – Indiana Department of Environmental Management.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the IDEM Permit Applications, Air Permit Applications, Notices of Public Comment, Notices of Decision, all of such submitted from the State IDEM (U.S. Steel, E.C. Tin Products (2), G.B. Indiana 2, LLC, Harsco Metals, ExxonMobil Oil Corporation, ArcelorMittal USA, Inc., Praxair, Inc., Leo P. Kleine, Harsco Metals). Motion passed 3-0.

Order #2 Consent Agenda #53B

In the Matter of Board of Commissioners of the County of Lake: IDEM – Indiana Department of Natural Resources (IDEM).

## Order #2 Consent Agenda #53B (cont'd)

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the Indiana Department of Natural Resources (Certificates of Approval Public Freshwater Lake; Certificate of Approval Construction in a Floodway, Denial Notice Public Freshwater Lake). Motion passed 3-0.

## Order #2 Consent Agenda #53C

In the Matter of Board of Commissioners of the County of Lake: IDEM – CN Environmental Report.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the CN Environmental Report. Motion passed 3-0.

## Order #2 Consent Agenda #53D

In the Matter of Board of Commissioners of the County of Lake: IDEM – Certificates of Liability Insurance.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the IDEM Certificates of Liability Insurance (Bates Enterprises; Performance Plus of IN, Inc.). Motion passed 3-0.

## Order #2 Consent Agenda #53E

In the Matter of Board of Commissioners of the County of Lake: IDEM – Notices of Cancellation.

Allen made a motion, seconded by Scheub, to approve and make a matter of public record the IDEM Notices of Cancellation (Acosta Heating & Air Conditioning; J Miller Construction). Motion passed 3-0.

## Order #2 Consent Agenda #58

In the Matter of Standard Items: Vendor Qualification Affidavits.

Allen made a motion, seconded by Scheub, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

NUISANCE WILDLIFE  
CORRECTEK, INC.  
HOOSIER HEALTHCARE NORTHWEST, LLC  
INDIANAPOLIS HOUSING AGENCY  
AUSTGEN EQUIPMENT  
TWO UNCLER REMODELING LLC  
OCCUPATIONAL & TRAVEL MEDICINE SUPPLIES INC.  
LEARNING RESOURCES INC.  
SHORELINE SAND SOLUTION, INC.  
D&V VENTURES LLC/ BATTERIES PLUS  
DYNAMIC BRANDS LLC (dba) BAG BOY LLC  
SIGNORELLI OFFICE SERVICES  
AERIAL GULLEY  
KEVIN OVER  
ARDEN FORENSICS, PC  
NEUROPSYCHOLOGICAL ASSOCIATES, PC  
THEODORE K. McCLENDON  
WEBSTER VETERINARY SUPPLY, INC.  
HENRIQUE E. SCOTT M.D.P.C.  
KEYS MADE RITE LLC  
RSR GROUP INC.  
HELICOPTER SPECIALITES INC.  
HAPPEL ENTERPRISES LLC (DBA) METRO GRAPHIC ARTS

## Order #2 Consent Agenda #59A

In the Matter of Clerk's Branches Report for the months of July, 2009 thru February, 2010.

Comes now, Thomas Philpot, Clerk, and files with the Board his report of fees taken in and collected in his office for the Months of July, 2009 thru February, 2010. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Scheub, to accept the above Clerk's Branches Reports of July, 2009 thru February as submitted. Motion passed 3-0.

## Order #2 Consent Agenda #59B

In the Matter of Treasurer's Departmental Report for the month of February and March, 2010.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of February and March, 2010. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Allen made a motion, seconded by Scheub, to accept the above Treasurer's Report of February and March, 2010 as submitted. Motion passed 3-0.

## Order #3 Agenda #6

In the Matter of L C Building Manager – Letter concerning emergency repair of concrete sidewalks on the East and South sides of the Administration Building.

Scheub made a motion, seconded by Allen, to approve the letter from the L C Building Manager concerning emergency repair of concrete sidewalks on the East and South sides of the Administration Building. Motion passed 3-0.

## Order #4 Agenda #7A

In the Matter of L C Building Manager – Property Disposal Request for Lake County Clerk.

Scheub made a motion, seconded by Allen, to approve the L C Building Manager request for property disposal on behalf of L C Clerk. Motion passed 3-0.

## Order #5 Agenda #8

In the Matter of L C Highway – Certificate Honoring Charles C. Staton.

Scheub made a motion, seconded by Allen, to ratify the approval of the L C Highway Department's Certificate Honoring Charles C. Staton "Chuck". Motion passed 3-0.

## Order #6 Agenda #9A

In the Matter of Contract for Highway – Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied).

The Board having previously taken the bids under advisement, does hereby award the contract to Reith-Riley Construction Co., 301 North Cline Avenue, Gary, IN 46404 for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied), upon a motion made by Allen, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials for Roadway Patching, Bridge Deck and Approach Overlays (Delivered and Applied) for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

RIETH-RILEY CONSTRUCTION CO. W/ Travelers Casualty and Surety Company in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS FOR ROADWAY PATCHING, BRIDGE DECK AND APPROACH OVERLAYS (DELIVERED AND APPLIED) FOR THE LAKE CO. HIGHWAY DEPT. FOR \$368,750.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 21, 2010

FRANCES DuPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

RIETH-RILEY CONSTRUCTION CO.

## Order #6 Agenda #9B

In the Matter of Contract for Highway Department – Bituminous Materials and Surface Milling (Delivered and Applied).

The Board having previously taken the above bids under advisement, does hereby award the contract to Rieth-Riley Construction Co., 301 North Cline Avenue, Gary, IN 46404 for Bituminous Materials and Surface Milling (Delivered and Applied) upon a motion by Allen, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials and Surface Milling (Delivered and Applied) for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

RIETH-RILEY CONSTRUCTION CO. W/ Travelers Casualty and Surety Company in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS AND SURFACE MILLING (DELIVERED AND APPLIED) FOR THE LAKE CO. HIGHWAY DEPT. FOR \$1,288,775.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 21, 2010

FRANCES DuPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

RIETH-RILEY CONSTRUCTION CO.

## Order #6 Agenda #9C

In the Matter of Contract for Highway Department – Bituminous Materials and Surface Milling (Picked Up).

The Board having previously taken the above bids under advisement, does hereby award the contract to Walsh & Kelly 1700 E. Main St., Griffith, IN, for Bituminous Materials (Picked Up) upon a motion by Allen, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Bituminous Materials (Picked Up) for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

WALSH & KELLY W/ Federal Insurance Company in the amount of 5% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for BITUMINOUS MATERIALS (PICKED UP) FOR THE

## Order#6 – Agenda #9C (Cont'd)

LAKE CO. HIGHWAY DEPT. FOR \$115,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 21, 2010

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN JR.

WALSH & KELLY

## Order #6 Agenda #9D

In the Matter of Contract for Highway Department – Seal Coat (Chip and Seal).

The Board having previously taken the above bids under advisement, does hereby award the contract to Rieth-Riley Construction Co., 301 North Cline Avenue, Gary, IN 46404 for Seal Coat (Chip and Seal) upon a motion by Allen, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Seal Coat (Chip and Seal) for the Highway Dept., having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

RIETH-RILEY CONSTRUCTION CO. W/ Travelers Casualty and Surety Company in the amount of 10% of bid is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for SEAL COAT (CHIP AND SEAL) FOR THE LAKE CO. HIGHWAY DEPT. FOR \$304,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 21, 2010

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN JR.

RIETH-RILEY CONSTRUCTION CO.

Letter of Recommendation:

April 21, 2010

Lake County Board of Commissioners  
Lake County Government Center  
2293 North Main Street  
Crown Point, Indiana 46307

ATTN: Frances DuPey, President

RE: 2010 Annual Asphalt Bid

Dear Mr. President:

Please be advised the Lake County Highway Department is recommending the acceptance of the lowest, most responsive bid which has met our specifications. The recommended bid is highlighted and marked with an asterisk

**Bituminous Materials and Surface Milling (Delivered and Applied)**

* Rieth-Riley Construction Co.	\$1,288,775.00
Walsh and Kelly	\$1,355,400.00

**Bituminous Materials (Picked UP)**

* Walsh and Kelly	\$115,500.00
Rieth-Riley Construction Co.	\$120,750.00

**Bituminous Materials for Roadway Patching and Bridge Deck Approach, Overlays (Delivered and Applied)**

* Rieth-Riley Construction Co.	\$368,750.00
Walsh and Kelly	\$685,000.00

**Chip and Seal**

* Rieth-Riley Construction Co.	\$304,000.00
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We are recommending the acceptance of the above mentioned bids.

Respectfully Submitted,

Marcus W. Malczewski, Superintendent  
Lake County Highway Department

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent  
2010 bid file

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN JR.  
APPROVED THIS 21<sup>ST</sup> DAY OF APRIL 20 10

## Order #7 Agenda #10

In the Matter of L C Highway – Addendum #2 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek.

Allen made a motion, seconded by Scheub, to make Addendum #2 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek a matter of public record on behalf of the Highway Department. Motion passed 3-0.

## Order #7 Agenda #11

In the Matter of L C Highway – Addendum #3 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek.

Allen made a motion, seconded by Scheub, to make Addendum #2 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek a matter of public record on behalf of the Highway Department. Motion passed 3-0.

## Order #7 Agenda #12

In the Matter of L C Highway – Addendum #4 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek.

Allen made a motion, seconded by Scheub, to make Addendum #2 to the Specification for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek a matter of public record on behalf of the Highway Department. Motion passed 3-0.

## Order #8 Agenda #13

In the Matter of Contract for Highway – Replacement of Lake County Bridge #273, Main Street over Cedar Creek.

The Board having previously taken the above bids under advisement, does hereby award the contract to Gariup Construction Company 3965 Harrison Street, Gary, IN 46408 for Replacement of Lake County Bridge #273, Main Street over Cedar Creek upon a motion by Allen, seconded by Scheub, with the recommendation of the Highway Superintendent. Motion passed 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Replacement of Lake County Bridge #273, Main Street over Cedar Creek for the L.C. Highway, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

GARIUP CONSTRUCTION COMPANY W/ CONTINENTAL CASUALTY COMPANY in the amount of 5% of the bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for REPLACEMENT OF LAKE COUNTY BRIDGE #273, MAIN STREET OVER CEDAR CREEK \$497,500.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: April 21, 2010

FRANCES DUPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN, JR.

GARIUP CONSTRUCTION COMPANY

Letter of Recommendation:

April 21, 2010

Lake County Board of Commissioners  
Lake County Government Center  
2293 North Main Street  
Crown Point, Indiana 46307

ATTN: Frances DuPey, President

RE: Rehabilitation of Bridge #273, Main Street over Cedar Creek

Honorable Commissioners:

The Lake County Highway Department has reviewed the bids opened at your meeting of Wednesday, March, 17, 2010 for the Rehabilitation of Lake County Bridge #273, Main Street over Cedar Creek. Based upon our review of the bids, the Highway Department recommends award of the contract to Gariup Construction Co., Inc. the lowest and most responsive bidder in the amount of \$497,500.00.

The bids received are as follows:

<b>Gariup Construction Company</b>	<b>\$497,500.00</b>
Dyer Construction Co.	\$549,915.00
Ellas Construction Co., Inc.	\$588,168.00
Wirtz & Yates Construction Inc.	\$591,212.11
Tonn & Blank Construction	\$690,907.99
The American Group of Constructors	\$734,056.00
JCI Bridge Group	\$734,881.00
Grimmer Construction	\$765,862.00

## Order #8 Agenda #13 (cont'd)

Respectfully Submitted,

Marcus W. Malczewski, Superintendent  
Lake County Highway Department

MWM/spz

Cc: Jill A. Stochel, Assistant Superintendent  
Duane Alverson P.E., Engineer

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
FRANCES DuPEY  
GERRY SCHEUB  
ROOSEVELT ALLEN JR.  
APPROVED THIS 21<sup>ST</sup> DAY OF APRIL 20 10

## Order #9 Agenda #14

In the Matter of L C Highway – Agreement with Floyd E. Burroughs & Associates, Inc. for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek in an amount not to exceed \$75,040.24.

Allen made a motion, seconded by Scheub, to approve the Agreement for Construction Engineering Services between L C Highway and Floyd E. Burroughs & Associates, Inc. in the amount not to exceed \$75,040.24 for the Replacement of Lake County Bridge #273, Main Street over Cedar Creek. Motion passed 3-0.

## Order #10 Agenda #15

In the Matter of L C Highway – Seek Proposals: Two (2) New Copiers.

Allen made a motion, seconded by Scheub, to approve the seeking of proposals for Two (2) New Copiers for the Lake County Highway Department, proposals to be returned by Wednesday, May 19, 2010 by 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0.

McShane's

Adams Remco

Gateway

## Order #11 Agenda #16

In the Matter of L C Highway – Specifications: Replacement of Lake County Bridge #227, 176<sup>th</sup> Avenue over Cedar Creek.

Allen made a motion, seconded by Scheub, to approve the Specifications for Replacement of Lake County Bridge #227, 176<sup>th</sup> over Cedar Creek for the Highway Department, and ordered same to be advertised for the return of bids by Wednesday, May 19, 2010 by 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0.

## Order #12 Agenda #17

In the Matter of L C Highway – Specifications: Replacement of Lake County Bridge #277, 191<sup>st</sup> Avenue over Spring Run.

Allen made a motion, seconded by Scheub, to approve the Specifications for Replacement of Lake County Bridge #277, 191<sup>st</sup> Avenue over Spring Run for the Highway Department, and ordered same to be advertised for the return of bids by Wednesday, May 19, 2010 by 9:30 A.M. in the Lake County Auditor's Office. Motion passed 3-0.

## Order #13 Agenda #18

In the Matter of L C Highway – Request for the selection of a Consulting Engineering Firm to provide Consulting Engineering Services for the Replacement of Lake County Bridge #227, 176<sup>th</sup> Avenue over Cedar Creek Ditch.

Allen made a motion, seconded by Scheub, to select North-West Engineering Co. Inc. as the Consulting Engineering Firm to provide Consulting Engineering Services for the Replacement of Lake County Bridge #227, 176<sup>th</sup> Avenue over Cedar Creek Ditch, with the recommendation of the Highway Superintendent. Motion passed 3-0.

## Order #14 Agenda #19

In the Matter of L C Highway – Agreement with Butler, Fairman and Seufert, Inc. for Design Engineering Des #0900663, Main Street (53<sup>rd</sup>) Colfax to Chase in an amount not to exceed \$12,000.00.

Allen made a motion, seconded by Scheub, to approve the Agreement between L C Highway and Butler, Fairman and Seufert, Inc. for Design Engineering Des #0900663, Main Street (53<sup>rd</sup>) Colfax to Chase in an amount not to exceed \$12,000.00. Motion passed 3-0.

## Order #15 Agenda #20

In the Matter of L C Highway – County Utility Agreement with Arcadis U.S., Inc. for One Groundwater Monitoring Well, which will be routinely sampled approximately every three months located at the northwest corner of Court Street and Buck Hill Road.

Allen made a motion, seconded by Scheub, to approve the County Utility Agreement between L C Highway and Arcadis U.S., Inc. for One Groundwater Monitoring Well, which will be routinely sampled approximately every three months located at the northwest corner of Court Street and Buck Hill Road. Motion passed 3-0.

## Order #16 Agenda #21

In the Matter of L C Highway – Road Cut Permit – Ramon and Eleanor Mathis/Mitch Tile Service, 23021 Harrison Street, Lowell, Indiana – bury two 12 inch smooth core tiles across Whitcomb Street, a gravel road. The tile will be 75 yards apart from each other and will help with drainage.

Allen made a motion, seconded by Scheub, to approve the L C Highway Road Cut Permit for Ramon and Eleanor Mathis/Mitch Tile Service, 23021 Harrison Street, Lowell, Indiana to bury two 12 inch smooth core tiles across Whitcomb Street, a gravel road. The tile will be 75 yards apart from each other and will help with drainage. Motion passed 3-0.  
(SEE FILE "APRIL 2010" FOR ORIGINAL)

## Order #17 Agenda #22

In the Matter of L C Highway – County Utility Agreement with AT&T-Indiana for buried telephone facilities, Job #7722918, 19250 Cline Avenue, West Creek Township and SW ¼ Section 35N R9W.

Allen made a motion, seconded by Scheub, to approve the L C Highway – County Utility Agreement with AT&T-Indiana for buried telephone facilities, Job #7722918, 19250 Cline Avenue, West Creek Township and SW ¼ Section 35N R9W. Motion passed 3-0.

## Order #18 Agenda #23

In the Matter of L C Highway – Offer from Cintas to extend their 2009 Uniform prices thru the year 2010 at the same rate.

Allen made a motion, seconded by Scheub, to accept the Offer from Cintas, on behalf of the Highway Department, to extend their 2009 Uniform prices thru the year 2010 at the same rate. Motion passed 3-0.

## Order #19 Agenda #24

In the Matter of L C Highway – Agreement with Hoffman concerning Wittenberg Village Greenview Place Proposed Sidewalk.

Allen made a motion, seconded by Scheub, to approve the Agreement between L C Highway and Hoffman concerning Wittenberg Village Greenview Place proposed sidewalk. Motion passed 3-0.

## Order #20 Agenda #25

In the Matter of L C Highway – Indiana Department of Transportation Purchase Order #10809198 concerning Des #0900970, AARA Cedar Lake Road 121<sup>st</sup> to 133<sup>rd</sup>.

Allen made a motion, seconded by Scheub, to approve the Indiana Department of Transportation Purchase Order #10809198 concerning Des #0900970, AARA Cedar Lake Road 121<sup>st</sup> to 133<sup>rd</sup>, on behalf of the Highway Department. Motion passed 3-0.

## Order #21 Agenda #26

In the Matter of L C Highway – Request from the Lake County Highway Department to eliminate their 769 Telephone numbers to reduce their monthly telephone expense by \$225.00 per month.

Allen made a motion, seconded by Scheub, to approve the request of the Highway to eliminate their 769 Telephone numbers to reduce their monthly telephone expense by \$225.00 per month. Motion passed 3-0.

## Order #22 Agenda #28

In the Matter of L C Sheriff – Specifications: Food, Bread and Dairy Products for the period of July 1, 2010 to December 31, 2010.

Allen made a motion, seconded by Scheub, to approve the Sheriff Department's specifications for Food, Bread & Dairy Products for the period of July 1, 2010 to December 31, 2010, and ordered same to be advertised for the receiving of bids by Wednesday, May 19, 2010 by 9:30 A.M. Motion passed 3-0.

## Order #23 Agenda #29

In the Matter of L C Sheriff – Request to purchase twenty-one (21) 2010 Police Dodge Charger's from Thomas Dodge-Chrysler-Jeep in the amount of \$20,175.00 per vehicle not to exceed \$423,657.00 thru GSA pricing.

After brief discussion between the Board and the Sheriff, Allen made a motion, seconded by Scheub, to approve the request of the L C Sheriff to purchase twenty-one (21) 2010 Police Dodge Charger's from Thomas Dodge-Chrysler-Jeep in the amount of \$20,175.00 per vehicle not to exceed \$423,657.00 thru GSA pricing. Sheriff Dominguez, states to the Board, all cars will be marked and on patrol. Motion passed 3-0.

## Order #24 Agenda #30

In the Matter of L C Sheriff – Lake County Jail – Electronic Medical Records Systems, CorrecTek contract in the amount of \$225,000.00.

Allen made a motion, seconded by Scheub, to approve the L C Sheriff – Lake County Jail – Electronic Medical Records Systems, CorrecTek contract in the amount of \$225,000.00. Motion passed 3-0.

## Order #24 Agenda #30 (cont'd)

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into by and between CorrecTek, Inc., a Kentucky corporation with a place of business at CorrecTek, Inc., 1640 McCracken Blvd., Paducah, Kentucky 42001, and Lake County Jail ("CLIENT"), with a mailing address at 2293 North Main Street, Crown Point, IN 46307. The effective date of this Agreement shall be the last executed below ("Effective Date").

## RECITALS

- A. CORRECTEK, Inc. is the owner of a comprehensive software system, CorrecTek, designed to replace a paper-based system of medical department management.
- B. Lake County Jail is a law enforcement agency operating a correctional facility desiring to enter into a Licensing Agreement for the non-exclusive right to utilize CorrecTek in a Correctional Facility Medical Department setting.
- C. Lake County Jail desires to obtain a license to certain CORRECTEK software and technology, in order to replace a paper-based system of medical department management. CORRECTEK is willing to grant Lake County Jail such a license upon the terms and conditions set forth below.

## AGREEMENT

## 1. DEFINITIONS

- 1.1 "SOFTWARE" means the CORRECTEK software developed or acquired by CORRECTEK to replace a paper-based system of medical department management.
- 1.2 "AUTHORIZED USER" (User) means any Agency employee employed by Licensee.

## 2. GRANT OF RIGHTS

- 2.1 Subject to payment of applicable license fees, CORRECTEK grants Lake County Jail a non-exclusive and non-transferable license to use the executable code version of the SOFTWARE and accompanying documentation by AUTHORIZED USERS, according to the terms and conditions of this agreement.
- 2.2 Lake County Jail agrees that it will not use SOFTWARE except as authorized herein, and Lake County Jail may not (i) modify or create any derivative works of any SOFTWARE or documentation, including the translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for SOFTWARE (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or use the SOFTWARE in a timesharing or service bureau arrangement, or otherwise transfer rights to any SOFTWARE; (iv) copy the SOFTWARE (except for an archival copy which must be stored on media other than a computer hard drive) or documentation (copies shall contain the notices regarding proprietary rights that were contained in the SOFTWARE originally delivered by CORRECTEK); (v) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in the SOFTWARE; (vi) modify any header files or class libraries in any SOFTWARE; (vii) create or alter tables or reports relating to the database portion of the SOFTWARE (except as necessary for operating the SOFTWARE); (viii) use CORRECTEK SOFTWARE on a computer system that has more workstations or computers than have been licensed from other vendors.
- 2.3 Assignment of Rights. As additional consideration, Lake County Jail agrees that it will transfer and assign all rights to any customization, add-ons, modules or source code developed by CorrecTek and entered by Users into existing area formats of the SOFTWARE that Lake County

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Jail creates, uses or embeds in or as part of its use of the SOFTWARE to CORRECTEK irrevocably and forever.

- 2.4 No Other Licenses. The licenses granted under this Agreement are specifically set forth herein, and no licenses are granted by CORRECTEK to Lake County Jail by implication or estoppel.

## 3. INSTALLATION

CORRECTEK will provide the CORRECTEK SOFTWARE and database to the appropriate Agency IT personnel for implementation. It will be the sole discretion of Agency IT to install the initial database, CORRECTEK software and any subsequent updates.

## 4. FEES AND TAXES

- 4.1 Lake County Jail shall pay fees to CORRECTEK, Inc. according to the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference.
- 4.2 The license fees due hereunder are exclusive of any applicable taxes. Lake County Jail shall pay all taxes, including any sales and/or use tax (and any related interest/penalty), imposed as a result of the existence or operation of this Agreement, except any income tax upon CORRECTEK by any governmental entity.
- 4.3 Taxes. In addition to any other payments due under this Agreement, Lake County Jail agrees to reimburse and hold CORRECTEK harmless from any sales, use, excise import or export, value added or similar tax or duty, or any other tax not based on CORRECTEK's net income, and any governmental permit and license fees, customs fees and similar fees levied upon delivery of the deliverable and/or services hereunder which CORRECTEK may incur in respect of this Agreement.

## 5. SUPPORT

- 5.1 Training. CORRECTEK will provide orientation and training to providers and staff of Lake County Jail. Training shall commence on a mutually agreed upon schedule and date. Training will be conducted at the Lake County Jail facility or a mutually agreeable facility. Training for new or additional employees following the initial training and implementation of the SOFTWARE will be billed at the rate set forth on the Fee Schedule in Exhibit "A" attached hereto. Training and Certification in the use of the SOFTWARE is mandatory for all User employees of Lake County Jail.
- 5.2 Support. CORRECTEK shall make Technical Support available to Lake County Jail in respect to the SOFTWARE for as long as SOFTWARE remains part of CORRECTEK's product line. Lake County Jail entitlement to technical support shall be contingent upon payment of the fees set forth in Exhibit "A" attached hereto.

## 6. TERM.

This Agreement shall have a term of one (1) year commencing on the date it is executed by both parties hereto, and thereafter it shall automatically renew for successive renewal terms of one year each unless either party gives written notice of its intent not to renew to the other party at least thirty (30) days prior to the date of any renewal. Upon renewal of this Agreement, Lake County Jail shall pay CORRECTEK all fees set forth in Exhibit "A" attached hereto.

## 7. PROPRIETARY RIGHTS

- 7.1 Title. Lake County Jail acknowledges that the SOFTWARE and MANUALS are the valuable trade secrets of CORRECTEK. CORRECTEK shall be the sole and exclusive owner of the SOFTWARE.
- 7.2 Proprietary Rights Notices. Lake County Jail agrees that it will not alter or otherwise obscure any proprietary rights notices appearing in the SOFTWARE or MANUALS.

## 8. WARRANTY

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Order #24 Agenda #30 (cont'd)

Lake County Jail acknowledges that because of the complexity of computer technology, CORRECTEK cannot and does not warrant that the software operations will be uninterrupted and error free. CORRECTEK warrants that for a period of Ninety (90) days after installation of the SOFTWARE (the "Warranty Period") the SOFTWARE will perform substantially in accordance with the Documentation. In the event of any defect arising during the Warranty Period, CORRECTEK shall correct such performance problems promptly following receipt of written notice from Lake County Jail of such defects.

9. LIMITATION OF LIABILITY

Except as otherwise herein provided: (A) CORRECTEK shall not have any liability for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or loss of business arising out of or in connection with this agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict software liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such damages; and (B) in no event shall CORRECTEK's liability under this agreement exceed the amounts paid by Lake County Jail to CORRECTEK under this Agreement.

10. DISPUTE RESOLUTION

- 10.1 Negotiation and Mediation. In the event of any dispute arising between the parties to this Agreement, other than a claim for non-payment of fees by CorrecTek against Lake County Jail, negotiation will commence upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation within 45 days following such notice, prior to commencing litigation, the parties will refer the dispute to non-binding mediation conducted in McCracken County, Kentucky unless otherwise agreed upon by the parties. The parties shall share the costs of mediation.
- 10.2 Legal Fees. In the event of any dispute arising between the parties, the prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated therewith, including attorneys' fees and paralegal fees for all stages of dispute resolution.
- 10.3 Limitations Period. Absent fraudulent concealment, neither party may raise a claim more than three years after it arises or any shorter period provided by applicable statutes of limitations.

11. MISCELLANEOUS

- 11.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by Lake County Jail including any purchase order, and Lake County Jail hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing thereof, shipment and delivery.
- 11.2 Terms of Agreement Severable. If a court having jurisdiction should hold any provision in this Agreement illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent; or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.
- 11.3 Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.
- 11.4 Survival. The provisions of Sections 2.2, 2.3, 7.1, 7.2, 9, 10.1, 10.2, and 10.3 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, on the date first above written.

Lake County Jail  
LICENSEE

CorrecTek, Inc.  
LICENSOR

By: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

By: CORRECTEK, INC

Name: Sumner D. Dyer

Name: Tom Janus

Title: Board Member

Title: President

Date: APPROVED THIS 14th DAY OF March 20 10

Date: 3.30.10

Order #25 Agenda #31

The following officials were Present:

Attorney John Dull  
Dan Ombac  
Brenda Koselke  
Jim Bennett  
Delvert Cole  
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, September 17, 2010 at 10:00 A.M.

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

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FRANCES DUPEY, PRESIDENT

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ROOSEVELT ALLEN JR., COMMISSIONER

\_\_\_\_\_  
GERRY SCHEUB, COMMISSIONER

ATTEST:

\_\_\_\_\_  
PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR