WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 22, 2016
4:00 P.M.

The Warrick County Commissioners met in regular session with Don Williams, President; Richard Reid; Vice President; and Marlin Weisheit; Member. Attorney Todd Glass attended.

President Don Williams called the meeting to order at 4:00 PM.

Auditor Debbie Stevens and Secretary Kristine Georges attended and recorded the minutes.

PLEDGE OF ALLEGIANCE

Don Williams: Please be seated.

AREA PLANNING COMMISSION
REQUEST FOR EXTENSION OF SURETY
BROOKSTONE SUBDIVISION SECTION 2

Don Williams: We have some Area Planning Business first up so…

Sherri Rector: Yes.

Don Williams: Ms. Rector if you would take off with that.

Sherri Rector: Thank you. First one is or two requests are for Extension of Surety. The first one is Brookstone Subdivision, Section 2 by Jagoe Land Corporation, Scott Jagoe, President, streets and sidewalks. They're requesting a one (1) year extension with a reduction from sixty-nine thousand nine hundred twenty-one dollars and forty cents ($69,921.40) to sixty-three thousand, one hundred seventy-seven dollars and forty cents ($63,177.40). They have had one (1) year. The Letter of Credit expires on September of the 22nd, and Mr. Ball is here to represent.

Don Williams: Mr. Ball, would you come forward please? State your name, your, who you represent and spell your last name for us please.

Manuel Ball: My name is Manuel Ball. The last name is B-a-l-l. Here to represent Jagoe Land Corporation and Jagoe Homes, Inc. Just here to answer any questions that you all may have.

Sherri Rector: Mr. President, the County Engineer has reviewed this.

Don Williams: You have anything you'd like to, to say.

Manuel Ball: Not unless you all have any questions.

Don Williams: Mr. Engineer, the funds?

Bobby Howard: We have reviewed and would recommend approval.

Don Williams: Dollar amounts are correct?

Bobby Howard: Yes.

Don Williams: Any questions from the Board?

Richard Reid: None.

Marlin Weisheit: None.

Don Williams: No questions, I entertain a motion.

Richard Reid: So moved.

Marlin Weisheit: Second

Don Williams: Is that to approve?

Richard Reid: Yes.

Don Williams: I have a motion and a second to approve Brookstone Subdivision, Section 2, Jagoe Land Corp. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye. Motion carries (3-0).

Manuel Ball: Thank you all.

(Extension of Surety for Brookstone Subdivision is on Page 20 of these Official Minutes).

REQUEST FOR EXTENSION OF SURETY COMMERCIAL DRIVEWAY ENTRANCE C-15-059

Sherri Rector: The next one is a Commercial Driveway Entrance 15-059 by Jan Braun, is 3122 Business Park Drive, Lot 8, Warrick County Industrial Park. Requesting a six month extension. We are holding the money, thirteen thousand ($13,000) in escrow. Bobby has also reviewed this.

Don Williams: Is there someone here to represent this request? Any idea why they wanted six months and not a year?

Sherri Rector: You want me to ask...let me see what their letter says. Normally they give us a letter. "We have not been able to get the driveway done due to extensive rain this summer which has delayed construction workers. We are asking for six (6) months to complete the project."

Don Williams: I just wanna to make sure that was enough so they weren't back in front of us six (6) months from now is why.

Sherri Rector: Yeah.

Don Williams: What's the board wanna do?

Richard Reid: I make a motion for approval of C-15-059

Marlin Weisheit: Second.

Don Williams: Motion and a second. All in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye, thank you (motion carried 3-0).

(Extension of Surety for C-15-059 is on Page 20 of these Official Minutes).

EXPIRATION OF SURETY COMMERCIAL DRIVEWAY C-14-004

Sherri Rector: Okay the next is Expiration of Surety. It is Commercial Driveway C-14-004 by T. Steele Construction, Inc., Tom Steele, President. This is 5855 Martin Road. We are holding in escrow twenty-five hundred dollars ($2,500.00). They have had time, two years. This is for a cell tower. The time limit expires for the last extension September the 12th, 2016. We have not, we've emailed, called, talked to, but have received no requests from them. Bobby, I think, has an opinion on this.

Don Williams: You have some information, Mr. Engineer?

Bobby Howard: We did go and review the driveway. They have not attempted to install the driveway per the plan, and no culvert has been installed. There is just some gravel in the roadway at this location. So I don't know that they have any intension of finishing it.

Don Williams: Is the twenty-five hundred dollars ($2,500.00) a sufficient amount?

Bobby Howard: The twenty-five hundred ($2,500.00) will, will do what we need it to do to get a commercial driveway in, yes, Sir.

Don Williams: It's a cashier's check?

Sherri Rector: Well, we have to cash it when we put it...

Don Williams: I understand.

Sherri Rector: In escrow, yeah.

Don Williams: I understand.

Sherri Rector: Um, hum.

Richard Reid: So the money is already in the account?

Sherri Rector: Yes.

Bobby Howard: And, and like she's stated, she's already tried several times to get in contact with someone. So I do not know why they have not wanted to...

Sherri Rector: (Inaudible).

Don Williams: We pull the check, can we, do we have time to go ahead and construct that this construction year?

Bobby Howard: I believe so, yes.

Don Williams: Any questions from the Board? What do you want to do about the situation? That's the better question.

Richard Reid: This is for a cell phone tower, I believe?

Don Williams: Right.

Marlin Weisheit: Is it in yet?

Sherri Rector: Yeah, the tower's built.

Bobby Howard: Tower's built, yes.

Sherri Rector: Yeah, It's been there two years.

Marlin Weisheit: Don't we have nobody to contact?

Sherri Rector: Yeah, we keep calling them. We email them. I've even talked to the man that keeps saying, "Well our field guy was gonna meet with the owner," and blah, blah, blah. Well, we need a request. We needed it two weeks ago. And no one ever gets back with us. They say they'll talk to each other and that's it.

Don Williams: Do we own the easement or the right of way to put that in?

Bobby Howard: The right of way, yes.

Sherri Rector: That's all we bond is what's in the right of way, not what's on their property.

Marlin Weisheit: Would it be worth sending them a letter telling them...

Don Williams: You mean a certified letter?

Sherri Rector: Tell 'em then that, if it's not in by September, whatever, that we're gonna pull the money?

Richard Reid: The eighth or something?

Sherri Rector: The time period expires on the twelfth, of course we already have the money. So...

Don Williams: It expires on the twelfth?

Sherri Rector: Yes.

Don Williams: I would recommend we send them a certified letter asking for a response prior and no later than close of business on September the 9th. That's the Friday before the twelfth. Is that enough time?

Bobby Howard: What are you...

Sherri Rector: Well...

Don Williams: If it's...

Bobby Howard: Asking for a response or...

Don Williams: If it's...

Bobby Howard: Asking for it to be installed?

Don Williams: Asking for a response.

Bobby Howard: Because he's, he's responded that they were just waiting to get with the owner.

Marlin Weisheit: Do we know who owns the property?

Bobby Howard: I can find out.

Sherri Rector: Yeah, we have it on the application (inaudible).

Don Williams: Well, the owner's not gonna put it in, that's for sure.

Richard Reid: I like your idea of having a certified letter goin' out to 'em.

Marlin Weisheit: Yep.

Sherri Rector: Normally a certified letter, it, with return receipt that they sign for, the post office will hold it for twenty-one (21) days if they don't go pick it up. So, I mean, they may pick it up the first day, some people don't pick 'em up at all and then they send it back to you so you wouldn't know if they (inaudible) or not for that long.

Don Williams: Well the good thing, it's a, it's a certified check not a letter of credit. So...

Richard Reid: Yeah.

Sherri Rector: Yeah.

Marlin Weisheit: It's not an emergency by any means.

Don Williams: Not an emergency.

Marlin Weisheit: Yeah, yeah.

Sherri Rector: If it was just Bobby, I think, I don't know if he's got concerns about the road gettin' tore up with the gravel or what, that's…I don't have anything to do this.

Bobby Howard: Just on, on, on our end of it, we did pave that road recently and the…there is, they didn't put in their driveway culvert. They, it requires a twelve (12) inch driveway culvert.

Marlin Weisheit: Yep.

Bobby Howard: So when it, you know, the gravel will wash on to the road every time it rains. It's no different than a lot of other locations, so…

Marlin Weisheit: I think we need to give 'em a time frame, that if they don't get it done then we're gonna pull…

Richard Reid: Um, hum.

Marlin Weisheit: The cashier's check and do it. You know...

Don Williams: Let's just give it to the close of business on September 9th and see if they respond. We can always pull the cash and do it.

Marlin Weisheit: But I, I'd like to talk to the property owner as well too, make sure they're notified, that you know, that this com…

Sherri Rector: I'll send them a copy of the same (inaudible)

Marlin Weisheit: Because they're getting paid for the lease of the ground…

Sherri Rector: Right

Marlin Weisheit: Make sure both parties are aware of it, and if nobody's taking any action or gonna take care of it, then we'll take care of it for 'em.

Don Williams: Yep.

Sherri Rector: Ok, so, send them a letter tomorrow and give them till, till September 9th to respond.

Don Williams: Yeah, make that noon.

Sherri Rector: Noon?

Don Williams: Don't you think?

Bobby Howard: Yeah.

Richard Reid: Make it noon.

Don Williams: Make 'em high at noon.

Sherri Rector: The ninth, okay, is, Attorney, can we also email that to 'em.

Todd Glass: No harm in that at all.

Sherri Rector: Okay, okay, and then put it back on the agenda?

Don Williams: Yeah, we'll just, we'll just table it pending the receipt of the letter, if that's okay with you, Gentlemen?

Marlin Weisheit: Yep, that'd be fine.

Richard Reid: You need a motion for that?

Don Williams: I do.

Richard Reid: Motion to table.

Marlin Weisheit: Second.

Don Williams: Motion to table to the September 12th meeting. All in favor let me know by saying, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye. (Motion carried 3-0)

Sherri Rector: Okay, got it.

(Ruling for Expiration of Surety on C-14-004 is on Page 21 of these Official Minutes).

REQUEST FOR TRANSFER OF LETTER OF CREDIT WYNGATE SUBDIVIDION

Sherri Rector: Okay, the last I have is Request for Transfer of Letter of Credit. This is Wyngate Subdivision Request to Transfer Letter of Credit Borrower from Barrington Development Group to Barrington Custom Homes LLC, Wyngate A, the sidewalk constructions. We're holding thirteen thousand dollar ($13,000) Letter of Credit which expires July the 10th, 2017th. This is their sixteenth year of renewing this. Wy...and Wyngate B is for streets and sidewalk construction is twenty-six thousand, three hundred and three dollars and twenty-five cents ($26,303.25). Letter of Credit expires November the 10th, 2016. They have had ten (10) years and nine (9) months. The bank would only renew for nine (9) months, the last expiration date. I sent you all a email regarding this, did you get it?

Don Williams: Right, we did.

Sherri Rector: Okay. Normally the reason why our attorney felt I should put it on here, and normally when we transfer Letters of Credit, it goes to the bank that took over the, the subdivision, who did the foreclosure, or whatever. This is them requesting the transfer to a person who bought the lots on a sheriff's sale.

Don Williams: Doesn't the bank have to determine whether they'll transfer it or not?

Sherri Rector: They have said they will. Their bank requested this to be put on the agenda to transfer it to him.

Richard Reid: Hmm.

Don Williams: I don't have a problem with transferring it. However, I think enough is enough. It's been sixteen years. So...

Sherri Rector: Yeah, and transfer them at the same, and they expire the same dates. No...no more extension or anything. It's just the same dates that's on the existing ones (inaudible).

Don Williams: Yes.

Sherri Rector: Okay.

Richard Reid: Mr. Attorney, is that okay with you?

Todd Glass: Yes, I like that idea.

Don Williams: Good.

Marlin Weisheit: Do we need to do that in a motion?

Todd Glass: Yes.

Marlin Weisheit: I'll make that a motion to approve that Request to Transfer on Wyngate Subdivision.

Richard Reid: Second.

Don Williams: Motion and a second. All those in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye.

Sherri Rector: Okay, this is all...

Don Williams: It's three, zero (Motion carried 3-0). Okay, thank you...

Sherri Rector: Thank you.

Don Williams: Sheri.

(Letter of Credit Transfer for Wyngate A & B are on Page 21 of these Official Minutes).

APPROVAL OF MINUTES

Don Williams: So we have Approval of Minutes for August the 18th meeting. Have you had opportunity to read those?

Richard Reid: Yes.

Todd Glass: August 8th, I believe.

Don Williams: What'd I say? Yeah, August the 8th.

Todd Glass: Yes.

Marlin Weisheit: Yes. I make a motion to approve the minutes from the August 8th, 2016th meeting.

Richard Reid: Second.

Don Williams: Motion and a second. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye, motion carries (3-0).

ITEMS FOR DISCUSSION
EASEMENT FOR STAHL ROAD WALKWAY PROJECT

Don Williams: Mr. Robinson.

Todd Glass: You made it just in time.

Daniel Robinson: I made it, that's right.

Don Williams: You did.

Daniel Robinson: Mr. President, this is a, a Walkway used in a Stahl Road las…last month I was here for two (2), and this is the final easement with regard to ITT. So this will, will complete the acquisition of all of the Easements necessary for the Walkway Project, so I would just ask for acceptance of the same. And I believe Mr. Glass has had a chance to review it.

Todd Glass: Yes, Mr. President, this was an acceptance of the uniform offer, I think, wasn't it?

Daniel Robinson: That's correct.

Todd Glass: And that's for both Permanent and Temporary Easements, and it is in proper form for the Commissioners to approve.

Don Williams: Any questions from the Board?

Marlin Weisheit: No.

Richard Reid: No.

Don Williams: Entertain a motion.

Marlin Weisheit: I make a motion to approve the Easement on the Stahl Road Walkway Project.

Richard Reid: Second.

Don Williams: Motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye. Motion carries three, zero (3-0).

Todd Glass: And, Dan, do you have the original?

Daniel Robinson: Yeah.

Todd Glass: I'll make sure we get that for yeah, thank you.

Daniel Robinson: Thank you.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR

Don Williams: Okay, we'll go on to Departmental Reports, our County Administrator, who is in sunny Florida, instead of sunny Southern Indiana. You have anything on the BEP, Susie?

Susie Taylor: No, Debbie said that she would not be here today. That they are still working on the list.

Don Williams: So this will wait for, for the September 1st meeting, I assume?

Marlin Weisheit: That email just come through a little while ago.

Don Williams: I hadn't read it yet. Entertain a motion to table this to the September…

Richard Reid: Twelfth.

Don Williams: Twelfth meeting

Richard Reid: Yeah, motion to table.

Marlin Weisheit: Second.

Don Williams: Motion and a second. All in favor let it be known by saying, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye (motion carries 3-0).

DISCUSSION ON FLU SHOTS

Marlin Weisheit: Mr...Mr. President, under County Administrator, I think Susie mentioned to me. We got an email on it earlier from Sharon James, the Health Department. We probably need to make a decision. She's requested, did you see the email where she was requesting to see...

Don Williams: I did not.

Marlin Weisheit: This would've been a few weeks ago, if we was going to pay for the flu shot, so she know how many to order, as we have the last two years, for employees and their spouses. And she was just asking if we was willing to do that again this year...

Don Williams: Is that paid though the...

Marlin Weisheit: So she knows to order the flu shots.

Don Williams: Will that pay...you'd be paid through the health insurance, or...

Marlin Weisheit: Well they, they try to get what they can though it. But some of them...but if we do it through the spouses, you know then all employees and spouses would be covered. So she just needs to know how many to order. Several employees and spouses have taken advantage of it the last two years, and it's worked out real well. So I'm still in favor of it, but I just wanted to bring it up. I answered the email, but I don't think you two responded, yet, so, and it's been a few weeks ago. But it come from Sharon.

Don Williams: I remember the email. I don't remember responding.

Marlin Weisheit: Yeah. But we need to take, take action, that if we're going to, so she knows or I guess we could table it for two weeks, but...

Don Williams: We don't have to table it, because it's not on the agenda.

Marlin Weisheit: Yeah, so, right.

Don Williams: We could put it on the agenda in two weeks? Or if you wanna...

Richard Reid: Let's do that.

Don Williams: Make a motion. You can make a motion.

Marlin Weisheit: I would like to make a motion today I mean if one of ya want to second it. I'll, I'll make a motion that we go ahead as we have the last two years, and, and authorize her to order flu shots for employees and the spouses.

Don Williams: Do I have a second?

Richard Reid: No, give that to you.

Don Williams: Do I have a second? Motion dies for lack of a second.

Marlin Weisheit: Can we put that on the agenda for two weeks and readdress it then?

Don Williams: I think so.

Marlin Weisheit: I don't know how long of a deadline she's got to do it. But let's revisit that again in two weeks, give you some time to think about it then.

Don Williams: Anything else under Administrator, Susie?

Susie Taylor: No.

COUNTY ATTORNEY
EMPLOYEE HANDBOOK

Don Williams: Mr. Attorney, you have the floor.

Todd Glass: Thank you, Mr. President. First up is on the Employee Handbook Updates. Just wanted to get it back on the agenda just in case you want to advance the penny down the track on the Employee Handbook Updates. What you have in front of you is a collection of all the updates that we have inserted for your consideration, working with Roger and other department heads and office holders. I'd call your attention to page 34 where we have an edit on Employee Conduct and

Work Rules, that's a change, where by verbal warnings actually are now required to have a written verification of it in the employee records. So even though it's verbal, you want a written record of it.

Marlin Weisheit: Documented.

Todd Glass: Yes, documented. Then I would point you to page 28. I, I'm not necessarily asking you to take action on this today. I just want you to know what these changes are. Page 28, we've updated the use of County equipment/vehicles to provide that whenever there is an accident involving county equipment or vehicles that results in injuries or property damage that, that must be reported to the supervisor and to the appropriate law enforcement agency for proper reporting, and that's been added. Then you'll remember Roger had several emails several weeks ago regarding an updated Ten Panel Testing Policy for all County employees. That would include various prescriptive drug elements. Those edits are on page 4 and 5 and those kinds of testings were not previously in the Handbook. On page 16 we've made a update to our overtime and comp time language to comply with the Fair Labor Standards Act. And you'll see there's an insertion on page 16 regarding comp time being earned at a rate one and a half (1½) time, times the actual hours worked over forty (40) hours in a work week, and an example put in there. Employees can accrue a maximum of two hundred forty (240) hours of comp time per calendar year. That complies with the FLSA. We did not need to update the Handbook on a couple of matters regarding the Civil Right Title VI Implementation Plan. Everything's fine with the Handbook in that regard. And with the issue of compensating an employee who is missing work for a treatment, medical treatment of a work related injury, I think we've had some department heads and office holders dealing with that. Our handbook deals with that adequately. One thing we, I have not heard from the Commissioners on, and therefore you might want to consider tabling this for a formal vote at the next meeting, Section 4.6, the Commissioners need to consider Bereavement Leave, whether or not the requested update on Bereavement Leave...

Richard Reid: Twenty-three...

Don Williams: Twenty-six...

Todd Glass: On page 23, whether or not you want to include grandparents-in-law. Grandparent is included, but grandparents-in-law are not. I need your input on that. And the only other update I need your input on is Section 4.0, Vacations. That is where the current employee handbook allows employees with five (5) weeks of vacation having the right to sell one (1) week of their vacation to the county, and we're recommending a change to that where they have the right to sell back up to fifty percent (50%) of earned vacation days in the year earned rounded down to the nearest whole day. That would allow employees with five (5) weeks' vacation to sell back up to two (2) weeks of their vacation in a calendar year. But that is a recommendation only brought forward to you by some emails by Roger a few weeks ago. So I believe the, the first four or five edits I've mentioned to you, they're in proper form and in good shape. Just need your input Section 4.6 and 4.0 and after that input we'd know if that's ready for an update. And if you do not want to take action on that today, I would recommend we just get it on the agenda for the next meeting and perhaps we can get her done then.

Don Williams: What's the desire of the board?

Richard Reid: I think we ought to table it and look it over.

Marlin Weisheit: I make a motion to table so we can review all of 'em when we have a chance.

Richard Reid: Second.

Don Williams: Motion and a second to table the proposed Handbook Updates. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Okay, let's...

Marlin Weisheit: But I'm in favor of most of them. I'll be honest with you. There might be one or two that's questionable. So, let's give us time to...

Todd Glass: Well...

Don Williams: Every...everything that's in here now, I'm fine with.

Todd Glass: Okay, that way you can look at the bereavement and vacation language...

Marlin Weisheit: Yeah...

Todd Glass: And admittedly you can always be updating this Employee Handbook. It can be continual in nature but there is a group of updates there that you could probably approve at your next meeting, and then at least get it updated on the, the, so it's accessible to the employees. Thank you, Mr. President.

AMERICAN LEGAL PUBLISHERS ANNUAL RENEWAL

Todd Glass: Then on the American Legal Publishers Contract on the publication of the Warrick County Ordinance, Code of Ordinances. Roger needed that considered. We have a contract entered into with them from 2015, where that continues on an annual Internet Hosting Fee of four hundred ninety-five dollars ($495.00). But the question, as I understand it from Roger, is do you want them to update the Online Code and the paper versions of the Code. That's a hundred and ninety-five dollars ($195.00) to update up to a hundred (100) pages online, which seems very reasonable. And, but the question I think Roger was posing to you in an email on August 12th, is whether or not you want to approve all the Supplemental Pages being printed and distributed. In 2015, you paid six hundred seventy-five dollars ($675.00) for the Code update and four hundred ninety-five dollars ($495.00) for the Web Hosting, but two thousand thirty-six dollars ($2036.00) for the Supplemental Pages. And I believe Roger was wanting to know if you wanted to merely renew the Web Hosting for

four hundred ninety-five dollars ($495.00) this year or do that in addition to updating the Online Code.

Don Williams: What do you wanna do?

Todd Glass: If I understand this correctly...

Don Williams: Did the last one, what, last year?

Todd Glass: Yes, but, we have...

Don Williams: That's what this says.

Todd Glass: A large handful of Ordinances that were passed and updated, but if I understand it correctly for four ninety-five ($495.00) you could continue Hosting of the Online Code of Ordinances for one ninety-five ($195.00) also have the Online Ordinance updated. But you would not have to pay for the additional paper copies until perhaps next year.

Don Williams: That sounds like the way to go to me.

Richard Reid: Yeah.

Marlin Weisheit: Yeah. Makes sense.

Todd Glass: Umm...

Don Williams: Somebody wanna make a motion that we do that, the Online?

Marlin Weisheit: I would make a motion to do the Online which was, what did it cost, one ninety-five ($195.00)?

Don Williams: Four.

Todd Glass: Four ninety-five ($495.00).

Marlin Weisheit: Four ninety-five ($495.00).

Todd Glass: And the annual update of the Online Code for New Ordinances is one hundred and ninety-five ($195.00).

Don Williams: That's for up to one hundred (100) pages.

Todd Glass: Which I would imagine easily covers it.

Don Williams: Um, hum.

Richard Reid: So we have a motion?

Marlin Weisheit: I made that motion

Don Williams: Have a motion, need a second.

Richard Reid: Second.

Don Williams: Motion by Commissioner Weisheit. Second by Commissioner Reid. All in favor let it be known by saying, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye. Motion carries (3-0).

Todd Glass: Thank you, I will inform Roger of that, Mr. President.

(American Legal Publishers Annual Renewal is on Page 22 of these Official Minutes).

SOFTWARE MAINTENANCE SERVICE FOR ASSESSOR'S OFFICE

Todd Glass: Lastly, this is not on the agenda. The Assessor, Ms. Redman, has requested that you consider something that's just come up. It's a software maintenance issue that's she's having, with ScanMan a software enterprise by the name of AS2 Incorporated out of Noblesville. She submitted this contract earlier today, and I was able to review it. It was in order, except for E-Verify and non-discrimination language which I've added. They've approved that insertion. It is for the services at a cost of three thousand seven hundred fifty dollars ($3,750.00) and the Assessor is requested approval of that to be signed by the Assessor and President of the Commissioner's Board.

Richard Reid: Does that come out of her funding?

Todd Glass: Good question. I do not know.

Don Williams: I think it always has.

Todd Glass: Probably sounds like it would.

Don Williams: It always has come out of her funding.

Richard Reid: See any hurry on this?

Don Williams: We gotta permit pending on her funding it.

Richard Reid: I usually like to see those things on the agenda too, cause, never like to see those things sprung (inaudible)...

Don Williams: Does it need to be done, like now?

Todd Glass: She just, I asked her if it was a hot potato, and she said that she needed it...it considered pretty fast, if she could.

Marlin Weisheit: And you've looked through it and you're okay with it?

Todd Glass: Yes, it's, it, I, I don't of course understand exactly what software it's dealing with but it's telephone and technical support, diagnostic support, system modification, de...defects in the software, and software updates. But I believe that she was having some particular issues now and it was something she was regularly working with them on, and she didn't want any lapse of service.

Marlin Weisheit: I'll make a motion to approve the Service Agreement with ScanMan, and this contract that the Assessor's requested, as long as it's coming out of her budget.

Richard Reid: Second.

Marlin Weisheit: I'm sure it is.

Richard Reid: Yep.

Don Williams: Motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye. Motion carries (3-0).

(ScanMan Software Maintenance Agreement is on Pages 22 through 23 of these Official Minutes).

UPDATE ON INTERLOCAL AGREEMENT WITH WARRICK COUNTY SCHOOL BOARD

Todd Glass: Thank you, Mr. President. The only other thing I was gonna mention, simply was that, to make sure the Board was updated that the Interlocal Agreement with the Warrick County School Corporation, regarding the Warrick Wellness Trails Connector Project for the Castle School System, was submitted to the Superintendent on August the 10th, and it is my understanding that it could be on the School Board's agenda for September the 6th. I think we've done everything we can do to situate the Interlocal Agreement the way the County can, and that is in their hands and it's now up to the School Board, I believe, to decide whether or not their gonna do it or not. That's all, Mr. President.

Don Williams: Okay. Thank you, Sir.

COUNTY AUDITOR
CLAIMS

Don Williams: County Auditor, some bills for us?

Debbie Stevens: Yes, Debbie Stevens, Warrick County Auditor. I am presenting Claims, Expense Claims in a total of one million, one hundred eighty-one thousand, six hundred ninety-one dollars and five cents ($1,181,691.05), Court and Manual Claims, one million, two hundred twenty-nine thousand, nine hundred seventy-four dollars and two cents ($1,229,974.02) for a total of two million, four hundred eleven thousand, six hundred sixty-five dollars and seven cents ($2,411,665.07).

Don Williams: What's the will of the Board?

Marlin Weisheit: I make a motion to pay the Claims.

Richard Reid: Second.

Don Williams: Motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye. Pay the Claims (motion carried 3-0).

Debbie Stevens: Alright, thank you.

(Claims are on Pages 23 through 28 of these Official Minutes).

DISCUSSION ON THE CONTINUING EDUCATION FUND FOR LAW ENFORCEMENT

Debbie Stevens: I just wanted to bring up one more item, just so that it's on the record. I've, I've communicated as much information as I can about the, or that I know about Fund 2502. We talked about this some months back and it's the Continuing Education Fund for Law Enforcement. And, if, if you have any questions, let me know. You may not have any right this moment, but if you will, email or call me, and I provided the IC Codes and that the Funds that are in 2502 are a hundred and fifty thousand ($150,000.00) of those funds, a hundred and fifty thousand ($150,000.00) are well over a year old and on the books and should be surrendered to the State. But it does go to the State Law Enforcement Continuing Education just so that you know that doesn't mean it doesn't still work for all Law Enforcement, it's, it's just that we won't keep it on our books.

Don Williams: I understand, used to, correct me if I'm wrong, I'm wrong I thought you were a Chief of Police at the time, but the Clerk or Auditor, one or the other I don't remember which, would notify the different Police to make sure their aware that this money is there, and I don't know if that's been lost in the cracks somewhere along the line...

Marlin Weisheit: I mean this, this is money that's probably been there for years and years if it's because the last several years that I've been in involved and I know Brett's been involved for many years. I mean, somebody from the Clerk's Office and the Auditor's Office would notify us if we hadn't applied for it. But, because when I was at Chandler for six (6) years, either Susan or Jill or somebody would call if you hadn't. But we did it every, usually every eight (8) or nine (9) months, you know we would go. I understand now that maybe every quarter they're gonna apply for it. And I think the Sheriff usually does. But some of the smaller departments don't write that many tickets so, you know, but we've a, we applied for it every year I was at Chandler, but if it was gettin' close where we hadn't put in our claim for it, I mean, either Susan King or Jill Whitehouse would notify us and, "Hey, it's time to do that." So, they have been a check and balance for many, many years so, but this could've been money that's been there for years and years and years and

Don Williams: Thank you...

Marlin Weisheit: Yeah...

Debbie Stevens: Actually, the, the biggest maj...the largest portion of it is. When at, at one time there was a Fund 2500 that was all user fees and it was divided out. How that happened, or even if it happened equally or fairly, but a hundred and sixteen thousand dollars ($116,000) ended up in 2502 beginning in 2006. So there's a lot of money from the beginning, but then we've accumulated by...with unclaimed fund. I believe we have a good procedure in place. One that should stick, regardless of personnel changes, whether it's the Auditor or the Clerk or even her staff or mine. I think that if we can get this implemented and follow through that it, it'll be a procedure that it should be money in and money out. And we will be doing that quarterly.

Marlin Weisheit: Yep, sounds good.

Don Williams: Good.

Marlin Weisheit: Yep.

Debbie Stevens: Okay.

Don Williams: Thank you.

Debbie Stevens: Thank you.

COUNTY PURCHASING
DECLARE TRACTOR SURPLUS

Don Williams: County Purchasing, Mr. Grassman?

Joe Grassman: County Engineer?

Marlin Weisheit: County Engineer (inaudible).

Don Williams: We skipped him because he's got stuff that's not on the agenda. Come on up, Joe.

Todd Glass: That's what you get.

Bobby Howard: That's what I get

Richard Reid: Skipped you, Bobby.

Don Williams: We may go back to him.

Marlin Weisheit: We may..

Joe Grassman: Joe Grassman...

Don Williams: Joe's will take longer.

Joe Grassman: Purchasing Manager. First thing I have, first order of business is the 2007 Massey Ferguson DL 280 tractor that the hi...parks department wants to sell. They get permission from their Board this past Wednesday to sell that particular tractor. So as, you as Commissioners, I think, need to declare it in surplus so it can be sold.

Don Williams: I understand Councilman Hachmeister is helping with all that.

Joe Grassman: He is very much involved in this, and we're, we're going to be working together I think. He's got an idea that there's a, a Dimmett, a JR Dimmett, has a pretty, well they're supposed to has a pretty big farm show coming up and they thought they may be able to sell that tractor and the implements the, that are also for sale, and get a pretty good price. But I have yet to set down with Dave and talk in depth about that.

Don Williams: And the Parks Board did sign off on it, that's came up last meeting. We decided to wait till they did that. So, I saw in the emails that they did. So, what's the will of the Board concerning this?

Marlin Weisheit: I make a motion to declare the 2007 DL 280 Massey Ferguson tractor and implements surplus. That...that belongs to the Parks Department.

Richard Reid: Second.

Don Williams: Motion and a second. All in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Motion carries (3-0).

COURT SERVICES HVAC REPLACEMENT PROJECT

Joe Grassman: Okay, second thing I have are quotes, I solicited sealed bids for replacement of two, well a, a actually an air conditioning unit and a, a gas furnace at the Court Services Building. I issued four in...Invitations to Quote the four local vendors. Talked to the vendors prior to today and they all said they were going to...were interested in the bidding. But only two of 'em came through with a bid. So, I don't know what goes on with that deal, but it seems like it's hard to get 'em to pull the trigger on these kind of things. So anyway I do have two, two good quotes to read to you. According to, the way been this, pursuant to In... Indiana Code 36-1-12-5, you are pretty much obligated to award this to the lowest responsible, responsive bidder or, or reject all bids. So I'm going to open these and very quickly, I have a checklist here. I'm gonna check off to see if these are responsive bids. I think that both these companies are responsible, so that would give you everything you need to if you, if you prefer, or if you desire to award that this evening...(inaudible).

Don Williams: Do you have copies of the checklist for us?

Joe Grassman: Excuse me?

Don Williams: Do you have copies of that checklist for us?

Joe Grassman: Uh, well...

Don Williams: Or you just got one there?

Joe Grassman: Uh...

Don Williams: Okay, I see it. It's fine.

Joe Grassman: Sorry.

Marlin Weisheit: (Inaudible) meets everything too.

Joe Grassman: First one I'm gonna open is from Broerman and Sons, Newburgh, Indiana. Okay. Well, I'll go ahead and read the bid and explain what I've decided as far as compliance to the request of the Invitation to Quote. Their total price is five thousand three hundred and thirty dollars ($5,330.00).

Don Williams: Five thousand three, thirty ($5,330.00)?

Joe Grassman: Yes, then in parenthesis is says four thousand nine hundred and eighty dollars ($4,980.00) post rebates from Vectren. So I don't quite know what that's all about. We never discussed that in the Invitation to Quote. So...

Marlin Weisheit: Sounds encouraging, whatever it is, huh.

Richard Reid: Yeah, uh huh.

Don Williams: I think Vectren does that pretty, fairly often.

Marlin Weisheit: On energy (inaudible).

Don Williams: What was that, what was that low number with the rebates?

Joe Grassman: Oh, the four thousand nine hundred and eighty dollars ($4,980.00). I can tell you that I asked for photos and data sheets. He did not provide those. And I asked for an E-Verification. I sent an E-Verification Form with the Invitation Quote to be filled out. It's not in here either. So that might put his responsiveness into question. It's not the end of the world. But that's, you know, I'm letting you know exactly what, what the facts are. Okay, second bid is from A+ Derr. I think they're Newburgh, Boonville, local area.

Don Williams: Tell us what all you're checking off there, Joe, if you would.

Joe Grassman: Okay. Oh, excuse me, I'm sorry I didn't...

Don Williams: I said, tell us...

Joe Grassman: Oh, okay, I will...

Don Williams: The areas that you're checking off there.

Joe Grassman: Sure, sure, okay.

Don Williams: You say there were two missing, but we don't know what they did have.

Joe Grassman: Yeah, well the first thing on the list is photos and da, data sheets. Neither one of those pru...ca...neither company provided any of that. The second requirement is I asked for some information about the warranty information about the equipment and the labor. Broerman did have information regarding that in his. But I'm not finding it in the one for A1. Third thing was a Non-Collusion Affirmation. They both had that. The fourth thing was an Equal Employment Opportunity statement. They both had that. The fifth thing was a Form of Proposal. They both had that. The sixth thing was E-Verification Form. A1 had it, and Broerman did not. The seventh item was Acceptance of Agreement of Terms. Both had that. And the eighth item was a time table. I, I asked them when they thought they could start and when, how long they thought it would take, and they both had that. So I'll give you a A+ Derrs total price and it's eight thousand six hundred forty dollars ($8,640.00).

Richard Reid: No rebates?

Joe Grassman: No rebates? Even though if they're available from one company they're...

Richard Reid: Should've been.

Joe Grassman: Should be available for the other. Or not from them, actually from Vectren.

Richard Reid: Um hum...

Bobby Howard: (Inaudible)

Marlin Weisheit: Who was the other two you sent bids to that never responded? They's local companies, I guess?

Joe Grassman: Yeah, Byers Heating and Air and Bradleys, Bradley and Sons, Heating and Air. And in the past I've sent 'em to others, Boonville Natural Gas...

Marlin Weisheit: Yeah.

Joe Grassman: Guy across the street, Mo, Moe's Heating and Air...

Don Williams: Moe's, um hum.

Joe Grassman: And Andy West. Cannot get these guys to bid.

Todd Glass: So, Broerman and Derr's neither one provided photos and stats?

Joe Grassman: Correct. Well pho...photo and data sheets.

Todd Glass: Data sheets and Broerman didn't do the E-Verification Form which is just a one page form, right?

Joe Grassman: Correct, and A1 didn't, I don't see any warranty information in here on the equipment. So...

Marlin Weisheit: Are we cogo...are we okay going with the lowest bid this Counsel?

Todd Glass: Yeah, seemed like both of them were a bit noncompliant in some technicalities, but with, if you've instructed Purchasing Officer to acquire whatever is missing on the low bid, and that's forthcoming, then you'd be fine to approve it on that condition.

Marlin Weisheit: Yeah, I'd make a motion to approve the award to Broerman, and since the lowest bid, as long as they comply with the rest of your request, as needed, and they can do it in a timely matter.

Joe Grassman: Okay

Richard Reid: Second.

Don Williams: Motion and a second. All in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye,

Joe Grassman: Alright.

Don Williams: Motion carries (3-0).

Marlin Weisheit: Thanks, Joe, and they're getting ready to start on the roof out there as well?

Joe Grassman: Started this morning.

Marlin Weisheit: Started this morning?

Joe Grassman: Yep, yep.

Marlin Weisheit: Well good, good.

NEW UNIFORM RENTAL CONTRACT

Joe Grassman: One more item of business is the Uniform Contract with the County from, we, we've polled our employees and they picked Uni-First as a, as the, as the provider they wish to deal with. And now Uni-First has provided us with a Contract that they want us to sign before they'll proceed. And I think our, our County Attorney may have some reservations.

Todd Glass: Well I, I was just gonna mention, Mr. President, of course, I assume the prices and the services are exactly what Joe's wanting except I would point out to the Commissioners, that this term is for sixty (60) months, which is a pretty lengthy term. Five (5) years, automatically renews for another five (5) years if we don't give notice. But I'd point out that there, there is no right to terminate for deficiencies in service or quality unless you jump through several hoops. And only if you jump though several hoops can you terminate in those five (5) years, and if you don't jump though those hoops, you have to pay them for the remainder of the term. So those are pretty vicious provisions that if you wish I can see if we can get those renegotiated for Joe. And I would, just for disclosure, several years ago we represented Uni-First, and we did terms and conditions (inaudible) this could be my language so it's pretty good. But I'm not sure if it is or not, but I, I would point out those are not terms in the best interest of the County if we can get them re-negotiated.

Richard Reid: Okay, I agree.

Marlin Weisheit: I would move to table and allow you to try and work out some of those conditions to be a little more acceptable to us.

Don Williams: Do we, do we, my question, Counselor, what do you think time wise, just table it, or take it off the agenda until you get that done?

Todd Glass: I bet you we could find out pretty fast, if they're even going to consider it. These are standard terms and conditions that are preprinted on their forms. So they'll probably have to go higher up to get approval. We could find out pretty fast, certainly by the next meeting.

Don Williams: Entertain a motion to table for, till the September 12th meeting.

Richard Reid: Yeah, I'll second that.

Don Williams: No, I said I entertain a motion

Richard Reid: Oh...

Marlin Weisheit: I made the motion.

Don Williams: You made the motion already? I'm sorry, I apologize. A motion and a second to table that until the September 12th meeting. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye, motion carries (3-0).

Joe Grassman: That's all I have, Mr. President.

COUNTY ENGINEER/HIGHWAY
LINCOLN AVENUE PHASE 3 PROJECT

Don Williams: Alright, Mr. Highway Engineer, what do ya got for us?

Bobby Howard: I have three quick things, well maybe four. Depends on how you look at it. I have two (2) Utility Reimbursement Agreements for the Lincoln Avenue Phase 3 Project. One is with Vectren; the other is with the Town of Newburgh for the Sanitary Sewer Relocation Work. These Agreements are on the Boilerplate Agreements per INDOT. And they are in order and ready for approval. The Agreement amount for Vectren is two hundred eighty thousand three hundred fifty dollars and ninety-one cents ($280,350.91). The Agreement for the Town of Newburgh is three hundred forty-nine thousand two hundred sixty dollars ($349,260.00). These are both, are both Federal Aid Projects, as part of that project. It is an eighty-twenty split (80%/20%) and would recommend approval.

Don Williams: So we would pay twenty percent (20%).

Bobby Howard: Yes.

Don Williams: What's the will of the Board?

Richard Reid: So moved.

Marlin Weisheit: Second.

Don Williams: Motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Motion carries (3-0).

(Utility Reimbursement Agreements are located on Pages 28 through 53 of these Official Minutes).

CHANGE ORDER #1 FOR OAK GROVE ROAD PROJECT

Bobby Howard: The next item I have is Change Order #1 for the Oak Grove Road Project. This is to do with the Striping Plan, and for the MPO, adding the Bike Lane Striping. And doing this, it's a Change Order to the project of nine thousand six hundred four dollars and sixty-four cents ($9,604.64). And again it's twenty percent (20%) local cost.

Marlin Weisheit: Make a motion to approve the Stripe and the Change Order for Oak Grove Road.

Richard Reid: Second

Don Williams: Motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye, motion carries (3-0).

(Change Order #1 is located on Pages 54 through 59 of these Official Minutes).

ADDITIONAL PROPERTY FOR DISTRICT 1 SALT STORAGE FACILITY/DISTRICT 1 AREA

Don Williams: Number four?

Bobby Howard: The last item I have is the, I, I've had some discussion with some Board Members in regards to acquiring additional property adjacent to the District 1 Salt Storage Facility on Prospect Drive. In order to do that, I believe Indiana Code requires any type of purchase over twenty-five thousand ($25,000) in land to get approval from the County Council and I would like to have the Board approve me to approach the County Council in regards to purchasing this extra property that would benefit our District 1 Area. Gives us more room for our yard for storage. It'll also help with the location for the street sweeper to be able to bring its waste materials so that it'd be stored.

Todd Glass: That's correct, Mr. President, Mr. Howard needs to request that the Council pass a Resolution approving the purchase. Then he comes back and we have to get two appraisers to appraise the fair market value of the land, and then you can consummate the purchase.

Bobby Howard: So I go to the Council, first, before I have an appraise...

Todd Glass: Correct.

Bobby Howard: Appraised.

Todd Glass: Correct.

Bobby Howard: Okay.

Todd Glass: You need their blessing.

Marlin Weisheit: You need that in the form of a motion?

Don Williams: I think just a consensus...

Marlin Weisheit: Consensus?

Don Williams: At this point.

Marlin Weisheit: Consense? Okay.

Richard Reid: You got it.

Marlin Weisheit: I'm okay with it. Get, get to the Council and get their feeling and input on it. I know we've been talking about it for a few years now. So time to get something done if we can.

Bobby Howard: I believe that if we looked at funding maybe it would be from the Highway Fund.

Marlin Weisheit: Yeah.

Bobby Howard: Local Road and Street most likely.

Don Williams: Anything else?

Bobby Howard: That is all I have. Thank you.

Don Williams: Thank you, Sir.

COUNTY SHERIFF

Don Williams: Sheriff, you have anything for us?

Brett Kruse: No, Sir.

COUNTY TREASURER
PEABODY BANKRUPTCY ISSUES AND SPRING TAXES COLLECTION

Don Williams: County Treasurer? Peabody Bankruptcy issues.

Todd Glass: Yes.

Marlin Weisheit: That looks like a little work there.

Don Williams: You're not going to read all the documents I hope.

Pat Brooks: Line by line

Richard Reid: Line by line

Don Williams: Well if you can stay awake reading them, we can stay awake listening.

Pat Brooks: Well I didn't bring dinner. Pat Brooks, Warrick County Treasurer. As you all probably know, Peabody Energy Corporation filed bankruptcy April 13th, 2016, in the Eastern District of Missouri. Peabody owns several parcels and they have several subsidiaries under them. Now tax bills were mailed April the 11th, but they weren't due till May the 10th. So the bankruptcy was filled April 13th. We've been working with Peabody to find a resolution in order to secure tax payments for the County. We've been working on this issue for several weeks and I've been discussing it with the County Attorney, Todd Glass, and with Andrew Skinner. They have been involved. When I kind of ran into a roadblock, after researching, and I think we have all of the parcels, there's one thousand six hundred and seventy-eight (1,678) parcels for Spring Taxes due. And it's in the amount of three hundred ninety-five thousand, eight hundred thirty-seven dollars and five cents ($395,837.05).

Marlin Weisheit: How many parcels was that?

Pat Brooks: One thousand six hundred and seventy-eight (1,678). Now we may discover more as we continue to work. But it should not be too many more. They have several names, American Land Holdings, Central States Coal Reserve, Mid-West Coal Reserve, Peabody Development, United Minerals, Helen Tepe Trust, there are other trusts and involvements. Yankeetown Dock, we can't determine who owns that…

Todd Glass: I believe there is a hundred and fifty-three (153)…

Don Williams: Peabody used to…

Todd Glass: Peabody Subsidiaries and Entities involved in this bankruptcy.

Pat Brooks: I think that's what it had and I, I have pulled out, we've been working this for…

Don Williams: What was the amount of taxes owed again?

Pat Brooks: Weeks…

Marlin Weisheit: Three ninety-five…

Pat Brooks: Three ninety-five, eight thirty-seven, 'o five ($395,837.05) with what we have right now. We've had to look up all the maintenance reports and all the printing and we, I wanted you to see the volume of work we have here to do.

Don Williams: Does that include penalties?

Pat Brooks: No

Todd Glass: No

Don Williams: Okay.

Pat Brooks: No, that's my next point. Therefore the ten percent (10%) penalty on the parcels amounts to a little less than forty thousand dollars ($40,000.00). After discussing this issue with several other county treasurers and legal counsel, I believe for the benefit of Warrick County, Peabody, and all concerned, the penalty should be waived and we should accept the three hundred ninety-five thousand, eight hundred thirty-seven dollars and five cents ($395,837.05) as full payment for the Spring Taxes. The bankruptcy judge has authorized that amount to be paid. But not the penalties. To me it's to, now to our advantage to accept the amount stated. And if we do that, by removing the penalties on each parcel-State Board of Account requires each parcel to have a correction of error-so it's going to take a great deal of work and a lot of time to go in to delete, write up the forms, to get rid of one thousand six hundred and seventy-eight (1,678) penalties on these parcels and a lot of paper. I thought the Commissioners and the Counsel should be aware of the collection of taxes and the extra time, work, and part time staff that's gonna be used in this. I have discussed this with the Auditor and I have to have her agreement on any reversal, if I'm going to. I think I have the final say, but the Auditor needs to be in agreement because they're gonna have a great deal of work also. And she is in agreement, under the circumstances. Because as I understand it from the Council and the other counties, that we could wait a year, two years, whenever the bankruptcy judge says, "Oh, well, I'm not going to let you pay the penalties anyway." And that's a possibility, and then sometime down the road we may get our money. We don't know for certain. So, in discussing it, it seems to me, and I always-as the evil tax collector-I'm

supposed to collect all that I can. But there comes a point when we have to look at what's in the best interest of the County. And after all of this, I feel the best interest of the County is to accept. And they are willing to pay the three hundred ninety-five thousand, eight thirty-five, 'o five ($395,837.05) for the Spring Tax payment.

Richard Reid: Do they plan on paying that pretty quickly?

Pat Brooks: They said they would. We have to just agree on the parcel numbers, yet. And I may have, I've got one of my deputies researching and she's got about four pages working on that. There was one parcel particularly in question. They say they don't own it. It seems and it, it's one of the one's that has a large amount of twelve thousand dollars ($12,000) worth of taxes. And I think that's Yankeetown Dock, and it...

Todd Glass: That's gonna be a problem. But w...we can...

Pat Brooks: Back in 2007 it was supposed to have been transferred. I find no record. So, but once we get it worked out, we do intend to reverse the penalty. We'll get our money, but it's gonna take some time to get all of this satisfied.

Don Williams: This is the yearly tax?

Pat Brooks: This is the...

Don Williams: Annual...

Pat Brooks: Spring...

Marlin Weisheit: Spring...

Pat Brooks: Tax. Spring only.

Don Williams: Spring only but...

Marlin Weisheit: What about the...

Pat Brooks: Fall...

Don Williams: It's annual?

Pat Brooks: In fall there'll be another payment due.

Don Williams: Have they been paying for Yankeetown Dock in previous years?

Pat Brooks: No, that's...

Todd Glass: No.

Pat Brooks: It's delinquent.

Don Williams: Okay.

Pat Brooks: No, it has not.

Marlin Weisheit: Wanna put it on the tax sale?

Pat Brooks: And I, No, it hasn't been advertised...

Marlin Weisheit: Not yet...

Pat Brooks: Because it's been in this bankruptcy, so we, even we thought they owned it. But they say they don't. I called Al...I talked to Alcoa.

Don Williams: (Inaudible).

Pat Brooks: At one time Alcoa was thought to have owned it years ago. Alcoa said they sold it. So in 2002, whenever, we're just trying to track it down now to see where we're at, because there's other bankruptcies involved in it and maybe, Todd, you wanna speak to that? That I've got other bankruptcies that were involved in this.

Todd Glass: Yeah, Mr. President, I, may I say something briefly. I would say that Ms. Brooks has described it pretty well. The bankruptcy judge has approved Peabody paying the taxes, but has not approved them paying any penalty. And that's a, a typical result in a complex bankruptcy like this. If, if we were to say we want the penalties then we would have to file claims for every single one of those parcels. A hundred dollars here, sixty dollars here, two hundred dollars there for those penalties, and I can't tell you that the court would even approve those, and we'd probably have to wait a year or two at the best case scenario, get word back from the court. I, my staff and I have been looking at this, I know your, your staff has been working on it for at least a couple weeks solid to verify the parcels...

Pat Brooks: About three or four, before I contacted you, we were working on it

Todd Glass: And I could see County putting in forty thousand dollars ($40,000) worth of time trying to chase forty thousand dollars ($40,000). And, and that's just the realities of bankruptcy. And I, I agree with the Treasurer's recommendation.

Pat Brooks: So I just, I don't think there needs to be a motion, but I did want to advise you cause this is unusual and rare that we...

Todd Glass: I, I do prefer a motion. If we have to go...

Pat Brooks: Okay, that's fine with me.

Todd Glass: And negotiate that settlement...

Pat Brooks: That's fine.

Todd Glass: But I would say that, what we, I'd like to do, Mr. President, is make certain that that settlement doesn't preclude us from getting paid on taxes of any parcels that we haven't found yet, and I'd like to find out what the plan and what the proposal is for the Fall Taxes. Are they gonna be paid on time?

Pat Brooks: In one conversation I had, they implied the judge would approve the Fall Taxes. A date? Not specific. Again, it could be before the end of the year. Again, we would have to go in and reverse all of these.

Todd Glass: Okay.

Pat Brooks: That's, and that was just a verbal thing. I don't think I have anything in email on that.

Todd Glass: If, if the Board authorizes the Treasurer and Counsel to finalize the settlement of these Ag/Farm Real Estate Taxes for that three hundred ninety-five thousand dollar ($395,000) figure. I would like to talk to Counsel on those two points to see, make sure we're protected.

Pat Brooks: I think that's an excellent idea and...

Don Williams: I think all we have to do is approve the waiving of the (inaudible).

Todd Glass: Correct, and to proceed with the settlement.

Pat Brooks: And give it to, yes.

Don Williams: (Inaudible) is this in our ball...ballpark?

Todd Glass: Yes, with your authorization here by vote, we, the Treasurer and I can proceed to get that done.

Don Williams: Any questions?

Richard Reid: No.

Marlin Weisheit: I'd make a motion to go ahead and waive the forty thousand dollar ($40,000), ten percent (10%) penalty. To go ahead and collect the three hundred ninety-five thousand eight hundred thirty-seven dollars and five cents ($395,837.05) in the Spring Taxes only. But the Fall, I hopefully they're gonna come through and not be a pen...I don't think we can just keep biding time, so that's my motion. Just on the Spring only and authorize Counsel to go ahead and work on that then, but...

Don Williams: And any other parcels that may be found?

Marlin Weisheit: Yes, correct.

Pat Brooks: Please add that because we're still working.

Don Williams: You'll add that to your motion?

Marlin Weisheit: Yes, I'll add that to my motion.

Richard Reid: I second that.

Don Williams: Motion and a second. All in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Motion carries (3-0). Thank you.

Richard Reid: Good luck on that.

Marlin Weisheit: Good luck getting it resolved, Ladies.

Pat Brooks: Thank you all.

Marlin Weisheit: Yeah, no fun.

Pat Brooks: Mitzi...

Richard Reid: You're not gonna try pickin' that up are you?

Pat Brooks: Let Mitzi carry it (inaudible). I have the big pile.

COMMISSIONERS ITEMS FOR DISCUSSION
DISCUSSION ON PER DIEM FOR SHERIFF

Don Williams: Mr. Weisheit, do you have anything?

Marlin Weisheit: One thing I'd like to get on the, the agenda that was brought to my attention today for our next meeting is to consider a Per Diem. I mean, I'd just like to put it on the agenda for officers and people and goes out of town. I know Brett had some officers out of town for seven days and to come back and to have to itemize twenty-one (21) statements, I mean, when other departments that went with 'em, they was telling me, had their money up front. So, I want us to consider a Per Diem. We've talked about it in the past. But, I just think it's a, well when somebody has to sit down and spend an hour getting their Claims together and twenty-one (21) meal tickets, when they're out of town for seven days. If we could just allow them so much of Per Diem. Years ago we done that. And I, I think we need to get back to that. But that's just my thoughts. So, let's put it on the agenda for next meeting, maybe to come up with something, get some input from everybody on how we could make that work.

Don Williams: Okay, Susie you let 'em know that. Okay, thank you. Anything else, Sir?

Marlin Weisheit: That's all I got, thank you.

Don Williams: Okay, Commissioner Reid, you have anything?

Richard Reid: No.

Don Williams: Entertain a motion.

Richard Reid: Motion to adjourn.

Marlin Weisheit: Second.

Don Williams: We are adjourned.

ADJOURNMENT: Meeting adjourned at 5:02 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Don Williams

DON WILLIAMS, PRESIDENT

RICHARD A. REID, VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges.

BROOKSTONE SECTION 2
LOC REDUCTION

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 8/22/2016

Morley and Associates Inc.

ASSOCIATES:
James Q. Morley, P.E., P.L.S.
Lee A. McClellan, P.E.
Danny K. Leek, P.L.S.

Engineering – Surveying – Architecture – Construction Management

8/10/16

FILED
AUG 08
WARRICK COUNTY
AREA PLAN COMMISSION

July 26, 2016

Warrick County Engineer's Office
Attention: Bobby Howard P.E.
107 W Locust Street, Suite 208
Boonville, IN 47601

Re: **Brookstone Section #2**
Letter Of Credit Reduction
Our Project # 5255.4.017-B

Dear Bobby,
We have inspected the sidewalks. The following sidewalks need to be completed:

1) Sidewalks along lots: 31, 35-57, 60, 143, and 145-147.

2297.0 LF @ $12.00/LF = $27,564.00

We have inspected the streets. The following street work needs to be completed:

2) The surface coat still needs to be installed.

Milling and cleaning =	$350.00
360 TN @ $82/TN =	$29,520.00
Subtotal	$57,434.00
10% Contingency	$5,743.40
TOTAL	$63,177.40

I recommend retaining the above-mentioned amount to ensure that all of the sidewalks and streets are completed.

Thank you,

James E. Morley, P.E., P.L.S.

cc: Warrick APC – Sherri Rector
Jagoe Land Corp. – Manuel Ball
File

4800 Rosebud Lane • Newburgh, IN 47630 • (812) 464-9585 • FAX: (812) 464-2514
www.morleyandassociates.com • e-mail: info@morleyandassociates.com
J:\5000s\5200-5299\5255\Civil 3D\Document\Brookstone\2016-07-26 LOC Reduction Sec2\5255 LOC Brookstone Revised Reduction Sec2 07-26-2016.doc

Area Plan Commission

From: Linda Braung
Sent: Monday, August 15, 2016 9:06 AM
To: apc@warrickcounty.gov
Subject: Extension

FILED
AUG 15 2016
WARRICK COUNTY
AREA PLAN COMMISSION

To whom it may concern:
We have not been able to get the driveway done due to extensive rains this summer which has delayed construction workers. We are asking for a 6 month extension for the driveway @ 833 Office Park Drive, Boonville, IN 47601. Thank you for your consideration of this matter.

Jan Braun with Braun Rentals
812-568-5316

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 8/22/2016

COMMERCIAL DRIVEWAY C-14-004 – 5855 MARTIN ROAD
RULING: Write letter to Respondent by noon Sept 9, 2016, certified & to Owner.
Back on Sept 12, 2016, agenda.

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 8/22/2016

WYNGATE A & B
TRANSFER LETTERS OF CREDIT FROM BARRINGTON DEVELOPMENT GROUP TO BARRINGTON CUSTOM HOMES LLC.

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 8/22/2016

Sherri Rector

From: Diane Bremer <DBremer@ptsb-in.com>
Sent: Thursday, August 11, 2016 2:40 PM
To: Sherri Rector (srector@warrickcounty.gov)
Cc: Scott Gundry
Subject: Barrington Development Group Letters of Credit

Sherri

Please add the request for a transfer of the letters of credit for Wyngate subdivision to transfer from Barrington Development Group to Barrington Custom Homes LLC.

Diane

"A referral to your business associates, friends or family is the greatest compliment and affirmation of the service and commitment Peoples Trust & Savings Bank offers to our clients."

Diane Bremer
Vice President, Commercial Loan Officer
Peoples Trust & Savings Bank
7199 Parker Drive
Newburgh, IN 47630
(812) 942-4505
FAX (812) 942-4543

To SECURELY send confidential information, please "Click Here".
When using this option, select 'commercialprocessing@ptsb-in.com' from the drop down box in the 'Or Send To:' section. **NOTE: Maximum file: 10MB**

Mailing Address:
PO Box 307
Boonville, IN 47601-0307

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1

INTERNET UPDATE AGREEMENT FOR CODE OF ORDINANCES
September 15, 2016

American Legal Publishing proposes to update the Internet Code of Ordinances of Warrick County, IN on a more frequent basis. (Currently, the county pays an editing fee for the printed book, an editing fee for the folio program and an internet hosting fee.)

Update to Internet/Folio Code of Ordinances:

Internet Hosting Fee: Annual hosting fee will remain $495/year.

Folio Editing Fee:

Currently, the county pays $1.95/page to update the Folio program with $195 minimum annual charge (which occurs before the changes to the code can be posted to the internet).

New fee schedule for updating Folio code:

As ordinances pass: $1.95/page editing fee (no minimum)

Printed Editing Fee:

The county will also be invoiced for the editing of printed pages on an ongoing basis instead of waiting for the printed pages to be sent ($20 per page). **It is required that the printed code book updates occur at least once a year.** When the printed update occurs, charges for any pages not yet invoiced will be invoiced, such as index pages.

EXERCISE OF OPTIONS. The County exercises the following options:

Chose a schedule for future updates:

Printed Book Updates: X annually ____ six months ____ quarterly ____ as ordinances pass

Folio/Internet Updates: ____ annually ____ six months X quarterly ____ as ordinances pass

The above services, pricing and options are accepted by:

Warrick County, Indiana

BY Don Williams

TITLE President, Warrick County Board of Commissioners Date 7-23-16

Contract for Annual Service and Maintenance of ScanMan Software

AS2, Inc. Assessment Software Solutions

18010 Rolling Rock Drive– Noblesville, IN 46062

Assessor's Office 08/07/16

This Contract is entered into this 22 day of August, 2016, by and between AS2, Inc. (the "Contractor"), the Warrick County Assessor and the Board of County Commissioners of Warrick County, Indiana (hereinafter jointly and severally the "County").

Annual Service and Maintenance Agreement.

Contractor agrees, in compliance with 50 IAC 23-19-2(b)(1) and (4) and 50 IAC 23-19-3, that if Contractor is a vendor of assessment software and tax and billing software, Contractor will provide (i) a software maintenance Agreement that meets the standards prescribed in 50 IAC 23-19; (ii) Contractor will reimburse the County for all costs incurred as a result of the Contractor's failure to continue to support the assessment software or tax and billing software during the life of the maintenance agreement; and (iii) Contractor must offer a maintenance contract for ongoing maintenance services of the property tax management system that includes:

(1) telephone and technical support,

(2) problem diagnostic support for the Contractor's personnel by any necessary combination of remote and onsite services,

(3) system modification initiated by the Contractor,

(4) services to correct defects in software that are provided at Contractor expense, and

(5) software updates, including state mandated changes to State forms.

RECEIVED SEP 07 2016 WARRICK CO. AUDITOR

AS2 agrees that in the event the County seeks to extend the maintenance services provided under this Agreement for an additional year, the County may purchase such service for the sum shown below.

Three Thousand Five Hundred dollars ($3,750.00) 9/9/16 per Sarah Redman this is to be $3,500 PJ

E-Verify Program

Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor is not required to participate should the E-Verify program cease to exist. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. Contractor shall require its subcontractors, who perform work under this Agreement, to certify to Contractor that the subcontractor does not

knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

In Witness Whereof, the Contractor and the County have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

AS2, INC

Signed By: Phillip Folkerts

Printed Name: Phillip Folkerts

Title: President, AS2

Date: 8/26/16

County:

Signed By: Sarah E. Redman

Printed Name: Sarah Redman

Title: Warrick County Assessor

Dated: Aug 22, 2016

Warrick County Board of County Commissioners

Signed By: Don Williams

Commissioner, Don Williams, Pres.

Dated: 8/22/2016

Signed By: Mark Wiesloch

Commissioner, Martin Weisheit
Dated: 8/22/2016

Signed By: [signature]
Commissioner, Richard A. Reed
Dated: 8/22/2016

Page 3 of 3

ACCOUNTS PAYABLE VOUCHER REGISTER
WARRICK COUNTY INDIANA
Government Unit SEPTEMBER 12TH, 2016

Fund: 1000 GENERAL	
Department: 101 CLERK OF CIRCUIT COURT	
AMERICAN STAMP & MARKING PRODUCTS	83.25
OFFICE DEPOT, INCORPORATED	127.27
STAPLES ADVANTAGE	47.64
101 CLERK OF CIRCUIT COURT Total:	258.16
Department: 102 COUNTY AUDITOR	
AMERICAN STAMP & MARKING PRODUCTS	109.96
AWARD WORLD	30.00
102 COUNTY AUDITOR Total:	139.96
Department: 104 COUNTY RECORDER	
OFFICE DEPOT, INCORPORATED	193.13
104 COUNTY RECORDER Total:	193.13
Department: 105 COUNTY ASSESSOR	
B-HIVE PRINTING	19.21
OFFICE DEPOT, INCORPORATED	163.47
105 COUNTY ASSESSOR Total:	182.68
Department: 112 COURTHOUSE & ANNEX	
ARAB	165.00
ARCHITECTURAL SALES, INC.	108.00
FEDERAL FIRE & SECURITY LLC	840.00
THE MURPHY ELEVATOR CO INC	275.91
TRI-STATE LIGHTING & SUPPLY	429.72
112 COURTHOUSE & ANNEX Total:	1,818.63
Department: 113 COUNTY SHERIFF	
B-HIVE PRINTING	210.55
RAY O'HERRON COMPANY INC.	360.44
SIEGELS	162.94
ST. MARY'S OCCUPATIONAL	160.00
THE LANG COMPANY	118.81
WABASH VALLEY SERVICE CO	7,550.49
WARRICK CO JAIL COMMISSARY	1,398.17
WEX BANK (WRIGHT EXPRESS)	264.52
113 COUNTY SHERIFF Total:	10,225.92
Department: 114 JAIL	
AIGNER HARDWARE	76.12
AMERICAN DENTAL SERVICE PC	1,465.00
ARAB	45.00
BOB BARKER COMPANY INC.	464.29
BUMPER TO BUMPER / BTB CHANDLER	90.71
CULLIGAN OF EVANSVILLE	438.75
EMERGENCY PROF OF INDIANA PC	183.88
EVANSVILLE RADIOLOGY PC	92.19
GEM CHEMICAL COMPANY, INC.	434.97
GUARDIAN ASSET PROTECTION, INC	1,097.52
INDEPENDENT HEALTH SERVICES INC	2,080.57
KENWAY DISTRIBUTORS INC	473.22
PLUMBERS SUPPLY CO INC	281.20
SIEGELS	280.00
SOUTHERN IN IMAGING CONSULTING	103.82
ST. MARY'S WARRICK HOSPITAL	6,016.85
TRISTATE PATHOLOGY ASSOCIATES	150.81
WARRICK CO JAIL COMMISSARY	38.65
114 JAIL Total:	13,813.55
Department: 115 AREA PLAN COMMISSION	
OFFICEMAX INCORPORATED	174.53
WARRICK PUBLISHING CO	44.63
115 AREA PLAN COMMISSION Total:	219.16
Department: 116 COMMISSIONERS	
ADAMS, STEPHEN	100.00
ALEXANDER NEWBURGH CHAPEL	100.00
ALPHA LASER SERVICES	148.01
ARAMARK	32.96
BOONE FUNERAL HOME	100.00

BUMPER TO BUMPER / BTB CHANDLER	75.95
J & J SUPPLY INC.	30.00
KOEHLER FUNERAL HOME, INC.	100.00
OFFICE DEPOT, INCORPORATED	97.07
PALMER CHEMICAL & EQUIPMENT CO. INC.	0.00
WARRICK PUBLISHING CO	107.51
ZIEMER EAST CHAPEL	100.00
116 COMMISSIONERS Total:	991.50
Department: 118 EMERGENCY MANAGEMENT AGENCY	
R&L ELECTRONICS	355.70
THE LANG COMPANY	9.48
118 EMERGENCY MANAGEMENT AGENCY Total:	365.18
Department: 121 EXTENSION SERVICE	
PURDUE CES FUND-WARRICK COUNTY	545.12
PURDUE UNIVERSITY	532.84
121 EXTENSION SERVICE Total:	1,077.96
1000 GENERAL Total:	29,285.83
Fund: 1119 CLERK'S RECORDS PERPETUATION	
Department:	
RICOH USA INC	32.92
1119 CLERK'S RECORDS PERPETUATION Total:	32.92
	32.92
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
ALPHA LASER SERVICES	12.71
SENTINEL OFFENDER SERVICES LLC	381.10
000 W.C. COMMUNITY CORRECTIONS Total:	393.81
1122 COMMUNITY CORRECTIONS Total:	393.81
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
HARSHAW TRANE SERVICE INC.	1,539.00
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	1,539.00
	1,539.00
Fund: 1141 CUMULATIVE DRAINAGE	
Department: 000 DEPARTMENT	
WARRICK COUNTY TREASURER	151.57
000 DEPARTMENT Total:	151.57
1141 CUMULATIVE DRAINAGE Total:	151.57
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
EVER-CLEAN SERVICES, INC.	240.65
HAFER ASSOCIATES INC.	4,200.00
J & J SUPPLY INC.	21,044.54
OFFICE DEPOT, INCORPORATED	67.39
PATRICK OWENS	150.00
PATRIOT ENGINEERING & ENVIRONMENTAL IN	1,517.73
RICOH USA INC	32.80
STEMALY EXCAVATING	210.00
1149 ECONOMIC DEVELOPMENT FEE Total:	27,463.11
	27,463.11
Fund: 1156 FIREARMS TRAINING	
Department:	
TREASURER OF STATE	40.00
WARRICK CO JAIL COMMISSARY	619.78
1156 FIREARMS TRAINING Total:	659.78
	659.78
Fund: 1159 HEALTH	
Department:	
AIGNER HARDWARE	22.25
B-HIVE PRINTING	101.96
HOOSIER BUSINESS MACHINES INC.	25.67
QUILL CORPORATION	189.84
STANDARD REGISTER COMPANY	740.87
WARRICK CO. SOLID WASTE MGMT DISTRICT	40.00
1159 HEALTH Total:	1,120.59
	1,120.59
Fund: 1168 LOCAL HEALTH MAINTENANCE	
Department:	
GLAXOSMITHKLINE PHARMACEUTICALS	656.70
1168 LOCAL HEALTH MAINTENANCE Total:	656.70
	656.70
Fund: 1169 LOCAL ROAD & STREET	
Department:	
AIGNER HARDWARE	42.05
ARAMARK	47.04
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	400.96
ERB EQUIPMENT COMPANY	725.99
ERS WIRELESS COMMUNICATIONS	135.00
FRONTIER COMMUNICATIONS	150.91
GEM CHEMICAL COMPANY, INC.	151.76
HERITAGE-CRYSTAL CLEAN LLC	294.01
HERR'S BODY SHOP	10,694.06
MEYER TRUCK EQUIPMENT	24.40
MIDGE SMITH	0.00
PERFECTION HYDRAULICS, INC.	586.11
SISCO'S AMERICAN HOSE & HYDRAULICS	210.32
SOUTHEASTERN EQUIPMENT CO.,INC	3,000.00
WABASH VALLEY SERVICE CO	7,396.36
WARRICK AUTOMOTIVE SUPPLY	1,086.81
1169 LOCAL ROAD & STREET Total:	24,945.78
	24,945.78
Fund: 1176 MOTOR VEHICLE HIGHWAY	
Department: 102 MAINTENANCE & REPAIR	
MULZER CRUSHED STONE, INC.	71,456.78
102 MAINTENANCE & REPAIR Total:	71,456.78
Department: 104 ENGINEERING DEPARTMENT	
ALPHA LASER SERVICES	71.12
104 ENGINEERING DEPARTMENT Total:	71.12
1176 MOTOR VEHICLE HIGHWAY Total:	71,527.90
Fund: 1189 RECORDER RECORDS PERPETUATION	
Department:	
OFFICE DEPOT, INCORPORATED	90.19
SPECTRA ASSOCIATES, INC	205.95

1189 RECORDER RECORDS PERPETUATION Total:	296.14 296.14
Fund: 1197 STORM WATER MANAGEMENT OPER	
Department:	
AIGNER HARDWARE	16.45
B-HIVE PRINTING	11.90
CASH WAGGNER & ASSOCIATES PC	1,500.00
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	1,973.14
GRAINGER	159.66
J & J SUPPLY INC.	9,915.32
WARRICK CO. SOLID WASTE MGMT DISTRICT	146.80
1197 STORM WATER MANAGEMENT OPER Total:	13,723.27 13,723.27
Fund: 1215 ELECTION AND REGISTRATION	
Department: 000 ELECTION AND REGISTRATION	
OFFICE DEPOT, INCORPORATED	780.00
RICOH USA INC	30.99
STAPLES ADVANTAGE	352.35
000 ELECTION AND REGISTRATION Total:	1,163.34
1215 ELECTION AND REGISTRATION Total:	1,163.34
Fund: 1219 PARK & RECREATION	
Department:	
A-1 POWER LLC	33.57
AIGNER HARDWARE	42.10
BOONVILLE LAWN AND GARDEN INC.	351.08
BYERS HTG & AIR	344.38
GEM CHEMICAL COMPANY, INC.	350.51
LAW CHEVROLET BUICK PONTIAC	62.25
NIX SANITARY SERVICE	130.00
O'REILLY AUTO PARTS	59.92
SISCO REPAIR	1,179.94
THE HOME CITY ICE COMPANY	97.52
TOWN AND COUNTRY POOLS	366.59
UNIFIRST CORPORATION	88.58
WARRICK CO DEPT OF PARKS & REC	900.74
WARRICK COUNTY TREASURER	764.62
1219 PARK & RECREATION Total:	4,771.80 4,771.80
Fund: 1224 REASSESSMENT	
Department:	
WARRICK COUNTY TREASURER	21.88
1224 REASSESSMENT Total:	21.88 21.88
Fund: 2502 LAW ENFORCEMENT CONT ED	
Department:	
CITY OF BOONVILLE	793.00
2502 LAW ENFORCEMENT CONT ED Total:	793.00 793.00
Fund: 4009 SHERIFF SALE ADMINISTRATION	
Department:	
LIEBERMAN TECHNOLOGIES	1,600.00
4009 SHERIFF SALE ADMINISTRATION Total:	1,600.00 1,600.00
Fund: 4105 K-9/SHERIFF DONATIONS	
Department:	
EAST PINES ANIMAL CLINIC INC	136.42
PET FOOD CENTER	123.98
WARRICK CO JAIL COMMISSARY	279.99
4105 K-9/SHERIFF DONATIONS Total:	540.39 540.39
Fund: 4501 TIF-EPWORTH ROAD	
Department:	
WARRICK WELLNESS PATHWAYS	354.69
4501 TIF-EPWORTH ROAD Total:	354.69 354.69
Fund: 4502 TIF-STATE ROAD 62	
Department:	
WARRICK WELLNESS PATHWAYS	354.68
4502 TIF-STATE ROAD 62 Total:	354.68 354.68
Fund: 4903 EDIT-CONSTRUCTION	
Department:	
LOCHMUELLER GROUP	20,865.30
METZGER CONSTRUCTION CO INC.	113,254.13
ROADSAFE TRAFFIC SYSTEMS INC	30,744.12
4903 EDIT-CONSTRUCTION Total:	164,863.55 164,863.55
Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT	
Department:	
EVIDENT, INC.	95.00
WARRICK CO JAIL COMMISSARY	35.61
4907 WARRICK COUNTY LAW ENFORCEMENT Total:	130.61 130.61
Fund: 4908 BUILDING COMMISSION	
Department:	
OFFICE DEPOT, INC	83.28
4908 BUILDING COMMISSION Total:	83.28 83.28
Fund: 5251 UNIFORMS	
Department:	
ARAMARK	37.50
5251 UNIFORMS Total:	37.50 37.50
Fund: 8501 20.205 LINCOLN AVE	
Department:	
LOCHMUELLER GROUP	2,233.32
8501 20.205 LINCOLN AVE Total:	2,233.32 2,233.32
Fund: 8505 20.205 OAK GROVE R/W	
Department:	
LOCHMUELLER GROUP	57,218.64
8505 20.205 OAK GROVE R/W Total:	57,218.64 57,218.64
Fund: 8899 93.563 CLERK IV-D INCENTIVE	
Department:	
STAPLES ADVANTAGE	8.48

8899 93.563 CLERK IV-D INCENTIVE Total:		8.48
Expense Total:		8.48
Courts and Manuals:	$	405,971.56
GRAND TOTAL:	$	1,085,808.88
	$	1,491,780.44

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, ar and correct and I have audited same in accordance with IC 5-11-10-1.6, SEPTEMBER 12TH, 2016.

IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of sign each claim the governing body is allowing.

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisti pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of:

$ 1,491,780.44

Dated this 12TH day of SEPTEMBER, 2016

Signatures of Governing Board

DEBBIE STEVENS
Auditor of Warrick County Indiana

September 7, 2016

12:14 PM

Check History Register

Warrick County

APChrg1.rpt

Page 1 of 1

Check #	Vendor #	Name	Check Date	Bank Account		Check Amt	Type	Status	Batch
53261	4361	WOW! BUSINESS	8/17/2016	FFS	01	257.87	Manual	Outstanding	4848
53279	7872	BOSTON MUTUAL LIFE INSURANCE CO	8/18/2016	FFS	01	2,046.54	Manual	Outstanding	4850
53280	98055	SENISTAR/HARTFORD-6795	8/18/2016	FFS	01	17,272.64	Manual	Outstanding	4850
53281	2616	MEDICAL BENEFITS ADMINISTRATORS, INC.	8/18/2016	FFS	01	100,844.25	Manual	Outstanding	4850
53282	4132	PAT BROOKS	8/18/2016	FFS	01	13.57	Check	Outstanding	4851
53283	3778	AT&T	8/18/2016	FFS	01	82.22	Check	Outstanding	4851
53284	10037	FINE & HATFIELD, PC	8/18/2016	FFS	01	5,047.50	Check	Outstanding	4851
53285	565	WARRICK COUNTY TREASURER	8/18/2016	FFS	01	328.45	Check	Outstanding	4851
53286	14095	AMERICAN FINANCIAL CREDIT SERVICES INC	8/18/2016	FFS	01	559.97	Check	Outstanding	4851
53287	19037	VECTREN ENERGY DELIVERY	8/18/2016	FFS	01	5,516.86	Check	Outstanding	4851
53288	7582	HILTON INDIANAPOLIS	8/18/2016	FFS	01	353.10	Check	Outstanding	4851
53289	19186	RETTINGER, MATTHEW AARON	8/18/2016	FFS	01	3.00	Check	Outstanding	4851
53290	15960	TIME WARNER CABLE	8/18/2016	FFS	01	452.21	Check	Outstanding	4851
53291	18197	FIRST BANKCARD	8/18/2016	FFS	01	259.31	Check	Outstanding	4851
53292	8745	SAM'S CLUB/GECRB	8/18/2016	FFS	01	24.45	Check	Outstanding	4851
53293	12406	TRACTOR SUPPLY CO	8/18/2016	FFS	01	51.95	Check	Outstanding	4851
53294	94987	INDIANA AMERICAN WATER	8/18/2016	FFS	01	21.94	Check	Outstanding	4851
53295	2756	INDIANAPOLIS MARRIOTT NORTH	8/18/2016	FFS	01	235.40	Check	Outstanding	4851
53296	12118	SQUEAKY CLEAN	8/18/2016	FFS	01	15.00	Check	Outstanding	4851
53297	18588	U.S. BANK	8/18/2016	FFS	01	43.56	Check	Outstanding	4851
53298	9417	ANGIE CHILDRESS	8/18/2016	FFS	01	235.03	Check	Outstanding	4851
53299	17710	CARD SERVICE CENTER	8/18/2016	FFS	01	640.87	Check	Outstanding	4851
53300	4361	WOW! BUSINESS	8/18/2016	FFS	01	122.00	Check	Outstanding	4851
53301	9880	DENNIS LOCKHART	8/18/2016	FFS	01	7.99	Check	Outstanding	4851
53302	8977	INDIANA OFFICE OF TECHNOLOGY	8/18/2016	FFS	01	125.44	Check	Outstanding	4851
53303	9028	INDIANA STATE POLICE TRNG.FUND	8/18/2016	FFS	01	3,221.00	Check	Outstanding	4851
53304	9003	I.C.O. TRAINING FUND	8/18/2016	FFS	01	438.00	Check	Outstanding	4851
					Total Checks -	138,220.23			

Operator: DREW

September 7, 2016

12:14 PM

Check History Register

APChkhrg1.rpt

Warrick County

Page 1 of 3

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
38	19198	MCDONALD LAW OFFICE	9/02/2016	PTS 01	350.00	Check	Outstanding	4873
39	19199	SONYA ADDINGTON	9/02/2016	PTS 01	50.00	Check	Outstanding	4873
40	19200	COLUMBIA TITLE, INC	9/02/2016	PTS 01	350.00	Check	Outstanding	4873
53309	18256	WARRICK COUNTY TREASURER	8/26/2016	FFS 01	30.78	Check	Outstanding	4854
53310	23037	THOMSON REUTERS	8/26/2016	FFS 01	652.24	Check	Outstanding	4854
53393	352	MAKEN CORPORATION	8/24/2016	FFS 01	1,525.00	Manual	Outstanding	4859
53394	19189	GOUGH, ANDREA L.	8/24/2016	FFS 01	54.00	Manual	Outstanding	4859
53395	15960	TIME WARNER CABLE	8/24/2016	FFS 01	178.51	Manual	Outstanding	4859
53396	19190	CONN, JEFFREY W.	8/24/2016	FFS 01	261.27	Manual	Outstanding	4859
53397	9318	SPRINT	8/24/2016	FFS 01	30.00	Manual	Outstanding	4859
53398	9318	SPRINT	8/24/2016	FFS 01	919.88	Manual	Outstanding	4859
53399	9318	SPRINT	8/24/2016	FFS 01	108.37	Manual	Outstanding	4859
53400	13404	FRONTIER	8/24/2016	FFS 01	204.08	Manual	Outstanding	4859
53401	1837	WARRICK COUNTY TREASURER	8/24/2016	FFS 01	268,560.14	Manual	Outstanding	4862
53402	3027	CLERK-TREASURER--BOONVILLE	8/24/2016	FFS 01	36,910.01	Manual	Outstanding	4862
53403	3028	CLERK-TREASURER--CHANDLER	8/24/2016	FFS 01	17,063.16	Manual	Outstanding	4862
53404	3029	CLERK-TREASURER--ELBERFELD	8/24/2016	FFS 01	3,693.97	Manual	Outstanding	4852
53405	3030	CLERK-TREASURER--LYNNVILLE	8/24/2016	FFS 01	5,248.39	Manual	Outstanding	4862
53406	3031	CLERK-TREASURER--NEWBURGH	8/24/2016	FFS 01	19,651.90	Manual	Outstanding	4862
53407	3032	CLERK-TREASURER--TENNYSON	8/24/2016	FFS 01	1,648.99	Manual	Outstanding	4862
53422	19192	NORD, GEORGE R & REBECCA L.	8/25/2016	FFS 01	43.55	Check	Outstanding	4863
53423	18145	FIRST BANKCARD	8/25/2016	FFS 01	11.74	Check	Outstanding	4863
53424	9318	SPRINT	8/25/2016	FFS 01	947.18	Check	Outstanding	4863
53425	13475	JBI CONSTRUCTION INC	8/25/2016	FFS 01	7,160.00	Check	Outstanding	4863
53426	1044	ASSOCIATION / INDIANA COUNTIES	8/25/2016	FFS 01	150.00	Check	Outstanding	4863
53427	7991	VERIZON WIRELESS	8/25/2016	FFS 01	90.03	Check	Outstanding	4863
53428	18484	ARROW PLANNING GROUP	8/25/2016	FFS 01	3,289.35	Check	Outstanding	4863
53429	19037	VECTREN ENERGY DELIVERY	8/25/2016	FFS 01	472.13	Check	Outstanding	4863
53430	2067	BRUCKENS INC	8/25/2016	FFS 01	146.50	Manual	Outstanding	4865
53431	7004	GEM CHEMICAL COMPANY, INC.	8/25/2016	FFS 01	57.28	Manual	Outstanding	4865
53432	1547	FRENCH LICK SPRINGS RESORT	9/02/2016	FFS 01	235.00	Check	Outstanding	4866
53433	9318	SPRINT	9/02/2016	FFS 01	25.28	Check	Outstanding	4866
53434	18451	WAGNER, CHRIS	9/02/2016	FFS 01	327.93	Check	Outstanding	4866
53435	8533	MELODY NELSON	9/02/2016	FFS 01	80.00	Check	Outstanding	4866
53436	4221	XEROGRAPHIC BUSINESS SYSTEM	9/02/2016	FFS 01	29.12	Check	Outstanding	4866
53437	3837	ALPHA LASER SERVICES	9/02/2016	FFS 01	58.99	Check	Outstanding	4866
53438	23037	THOMSON REUTERS	9/02/2016	FFS 01	840.84	Check	Outstanding	4866
53439	18921	WHITLEDGE, KELLY	9/02/2016	FFS 01	62.28	Check	Outstanding	4866

Operator: DREW

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53440	7292	SHERRY SMITH	9/02/2016	FFS 01	885.42	Check	Outstanding	4866
53441	19101	LONG & MATHIES LAW FIRM, P.C.	9/02/2016	FFS 01	3,541.67	Check	Outstanding	4866
53442	13084	MARK K. PHILLIPS, PC	9/02/2016	FFS 01	2,056.25	Check	Outstanding	4866
53469	4000	TEAMSTERS LOCAL #215	9/02/2016	FFS 01	4.00	Check	Outstanding	4811
53470	6568	DIVISION OF CHILD SUPPORT	9/02/2016	FFS 01	104.00	Check	Outstanding	4811
53471	13360	F. STEPHEN SHEETS	9/02/2016	FFS 01	75.00	Check	Outstanding	4811
53472	14309	WTRISC FBO INS 4578 WARRICK COUNTY	9/02/2016	FFS 01	771.43	Check	Outstanding	4811
53473	19084	SPENCER COUNTY CLERK	9/02/2016	FFS 01	30.00	Check	Outstanding	4811
53474	23016	WARRICK CO TREASURER-GARNISHMENTS	9/02/2016	FFS 01	85.73	Check	Outstanding	4811
53475	9318	SPRINT	9/01/2016	FFS 01	1,216.57	Check	Outstanding	4869
53476	19037	VECTREN ENERGY DELIVERY	9/01/2016	FFS 01	16,707.44	Check	Outstanding	4869
53477	2031	BOONVILLE UTILITIES	9/01/2016	FFS 01	5,043.13	Check	Outstanding	4869
53478	98030	MEUTH CONSTRUCTION	9/01/2016	FFS 01	229.00	Check	Outstanding	4869
53479	1009	AIGNER HARDWARE	9/01/2016	FFS 01	80.47	Check	Outstanding	4869
53480	11838	AMERICAN STRUCTUREPOINT INC	9/01/2016	FFS 01	32,669.56	Check	Outstanding	4869
53481	7991	VERIZON WIRELESS	9/01/2016	FFS 01	18.21	Check	Outstanding	4869
53482	19193	DEREK O & LORI R JAQUESS	9/01/2016	FFS 01	926.81	Check	Outstanding	4869
53483	19194	CLARION HOTEL CONFERENCE CENTER	9/01/2016	FFS 01	185.12	Check	Outstanding	4869
53484	19195	LISA WHEELER	9/01/2016	FFS 01	41.38	Check	Outstanding	4869
53485	19196	SOUTHERN INDIANA CLERKS ASSOCIATION	9/01/2016	FFS 01	80.00	Check	Outstanding	4869
53486	1582	CDW GOVERNMENT, INC.	9/01/2016	FFS 01	60.00	Check	Outstanding	4869
53489	13015	MATTHEW BENDER & CO INC	9/09/2016	FFS 01	194.25	Check	Outstanding	4874
53490	19037	VECTREN ENERGY DELIVERY	9/09/2016	FFS 01	561.62	Check	Outstanding	4874
53491	9527	BRETT M ROY	9/09/2016	FFS 01	2,656.25	Check	Outstanding	4874
53492	12287	LAW OFFICE OF JONATHAN M YOUNG	9/09/2016	FFS 01	3,038.75	Check	Outstanding	4874
53493	7292	SHERRY SMITH	9/09/2016	FFS 01	1,770.84	Check	Outstanding	4874
53494	19101	LONG & MATHIES LAW FIRM, P.C.	9/09/2016	FFS 01	885.42	Check	Outstanding	4874
53495	15004	OFFICE DEPOT, INCORPORATED	9/09/2016	FFS 01	113.00	Check	Outstanding	4874
53496	4084	DAVID NEAL	9/09/2016	FFS 01	110.88	Check	Outstanding	4874
53497	20042	THE LANG COMPANY	9/09/2016	FFS 01	45.91	Check	Outstanding	4874
53498	17374	KATHERINE A LEIVA	9/09/2016	FFS 01	129.84	Check	Outstanding	4874
53499	920	MARTIN & MARTIN, INC.	9/09/2016	FFS 01	10,025.00	Check	Outstanding	4874
53500	8351	WARREN MATHIES	9/09/2016	FFS 01	885.42	Check	Outstanding	4874
53501	3837	ALPHA LASER SERVICES	9/09/2016	FFS 01	29.19	Check	Outstanding	4874
53502	466	CSI COMPUTER SYSTEMS	9/09/2016	FFS 01	98.05	Check	Outstanding	4874
53503	2181	STAPLES CREDIT PLAN	9/09/2016	FFS 01	18.59	Check	Outstanding	4874
53504	18588	U.S. BANK	9/09/2016	FFS 01	70.08	Check	Outstanding	4874
53505	14557	DOUBLE D'S	9/09/2016	FFS 01	264.95	Check	Outstanding	4874

Operator: DREW

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53506	2001	B-HIVE PRINTING	9/09/2016	FFS 01	49.00	Check	Outstanding	4874
53507	20062	CORNE & CORNE, LLC	9/09/2016	FFS 01	165.00	Check	Outstanding	4874
53508	10395	FRENCH LICK SPRINGS RESORT/CASINO	9/09/2016	FFS 01	129.00	Check	Outstanding	4874
53509	18295	WINSETT, ZACH	9/09/2016	FFS 01	233.26	Check	Outstanding	4874
53510	8533	MELODY NELSON	9/09/2016	FFS 01	66.00	Check	Outstanding	4874
8506	2067	BRUCKENS INC	8/26/2016	FFS 01		ACH	Voided	4837
8507	7004	GEM CHEMICAL COMPANY, INC.	8/26/2016	FFS 01		ACH	Voided	4837
8524	1582	CDW GOVERNMENT, INC.	8/26/2016	FFS 01		ACH	Voided	4854
8537	12955	A-1 POWER LLC	8/24/2016	FFS 01	54.59	ACH	Outstanding	4861
				Total Checks -	459,448.10			

Operator: DREW

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Check #	Vendor #	Name	Check Date	Bank Account		Check Amt	Type	Status	Batch
53377	19188	ITT EDUCATIONAL SERVICES, INC.	8/22/2016	FFS	01	2,297.69	Check	Outstanding	4858
53378	4132	PAT BROOKS	8/22/2016	FFS	01	250.33	Check	Outstanding	4858
53379	16996	NOMAD TECHNOLOGY GROUP	8/22/2016	FFS	01	2,252.53	Check	Outstanding	4858
53380	19185	INDUSTRIAL CHEMICAL CLEANER OF TEXAS	8/22/2016	FFS	01	9,200.00	Check	Outstanding	4858
53381	17871	DAYLIGHT LAND MANAGEMENT	8/22/2016	FFS	01	500.00	Check	Outstanding	4858
53382	6139	BLANKENBERGER BROS. INC	8/22/2016	FFS	01	446,466.61	Check	Outstanding	4858
53383	15132	THE TOWN OF NEWBURGH	8/22/2016	FFS	01	50.64	Check	Outstanding	4858
53384	19037	VECTREN ENERGY DELIVERY	8/22/2016	FFS	01	444.70	Check	Outstanding	4858
53385	9985	EVANSVILLE WATERWORKS DEPT	8/22/2016	FFS	01	36.18	Check	Outstanding	4858
53386	4124	JACKIE RAMSEY	8/22/2016	FFS	01	24.00	Check	Outstanding	4858
53387	13062	MORLEY & ASSOCIATES INC.	8/22/2016	FFS	01	12,890.70	Check	Outstanding	4858
53388	17931	HALLER & COLVIN, P.C.	8/22/2016	FFS	01	3,934.70	Check	Outstanding	4858
53389	93043	BAMBERGER FOREMAN OSWALD HAHN	8/22/2016	FFS	01	6,955.50	Check	Outstanding	4858
53390	10869	JSK ASSOCIATES INC	8/22/2016	FFS	01	3,735.00	Check	Outstanding	4858
					Total Checks -	488,140.55			

Operator: DAGIV

October 8, 2013

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount $349,260.00 Des No. 0500636

Agreement Type Standard Project No. 0500636

Work Description Extension of Sanitary Sewer to Affected Property Owners Road Lincoln Avenue

County Warrick

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between Town of Newburgh, 23 W. Jennings Street, P.O. Box 100, Newburgh, IN 47629 (hereinafter referred to as the "Utility"), and Warrick County Board of Commissioners, 107 W. Locust Street, Suite 301, Boonville, IN 47601 Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.113.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated $1,000.00 of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed $25,000.00. Lump sum payments in excess of $25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and all other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in

connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency his been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq.

SECTION XIII - GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of $25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Town of Newburgh
(Utility Name)

Leanna K Hughes
(Signature of Officer)

Leanna K Hughes
(Officer's Name, Printed or Typed)

Town Council President
(Officer's Position)

ATTEST:

(Secretary of Utility-Signature)

(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of Indiana County of Warrick SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Leanna K Hughes
(Names and offices of signers of Utility)
Town of Newburgh
(Name of Utility)

and acknowledged the execution of the foregoing contract on this 24 day of August 2016.

Witness my hand and seal the said last day.

My Commission Expires 8-1-2021

(Seal)

(Signature)

Jon Lybarger
(Printed or Typed) (Notary Public)

FOR:

Warrick County Board of Commissioners
(Name of Local Public Agency)

BY:

Don Williams, President
(Typed or Printed Name)

Richard A. Reid, Vice-President
(Typed or Printed Name)

Marlin Walsheit, Member
(Typed or Printed Name)

ATTEST:

Deborah K. Stevens, Auditor
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of Warrick, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared Don Williams, Richard A. Reid and Marlin Walsheit

and acknowledged the execution of the foregoing contract on this 22nd day of August 20 16.

My Commission Expires 4/19/17

SUSAN B. TAYLOR
Warrick County
April 19, 2017

(Seal)

(Signature)

Susan B. Taylor
(Printed or Typed) (Notary Public)

This document prepared by:

NON-COLLUSION AFFIDAVIT
State Form 53911 (R6 / 1-00)

STATE OF Indiana
COUNTY OF Warrick } SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the contract other than that which appears upon the face of the contract.

Signed: Leanna K Hughes
Printed name: Leanna K Hughes
Title: Town Council President
Company: Town of Newburgh

Before me, a Notary Public in and for said County and State personally appeared,
who acknowledged the truth of the statements in the foregoing affidavit on this 24 day of August 20 16

County of residence	Commission expiration date	Signature of Notary Public / Printed name of Notary Public
Warrick	8-1-2021	Jon Lybarger

STATE OF INDIANA

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90S-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all Contracts with and grants from the State of Indiana in excess of $25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000, shall be valid unless and until this certification has been fully executed by the Utility and attached to the contract or agreement, as part of the attached documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the state for up to three years.

The Utility certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(d) Notifying in writing the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)(2) above or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

The undersigned affirms, under the penalties for perjury, that he or she is authorized to execute this certification on behalf of the designated organization.

Town of Newburgh
Printed Name of Organization

0500636
Project No./Doc. No.

Signature of Authorized Representative

8-24-16
Date

Leonard K. Hughes, Town Council President
Printed Name and Title

EXHIBIT "A"

RELOCATION PLAN & REIMBURSEMENT DOCUMENTATION

TOWN OF NEWBURGH SEWER

EXHIBIT "A" (1 OF 19)

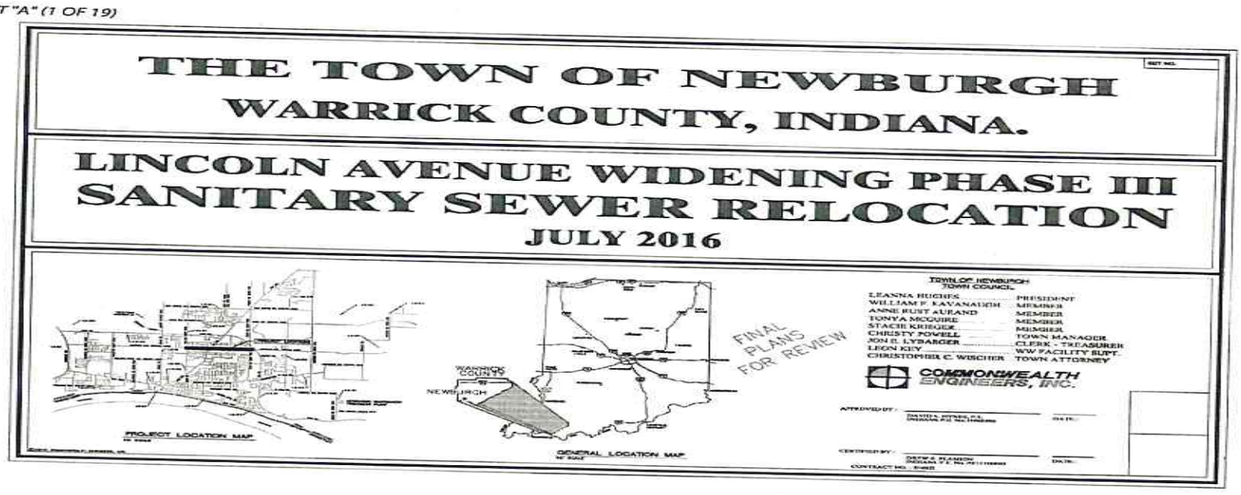


EXHIBIT "A" (2 OF 19)

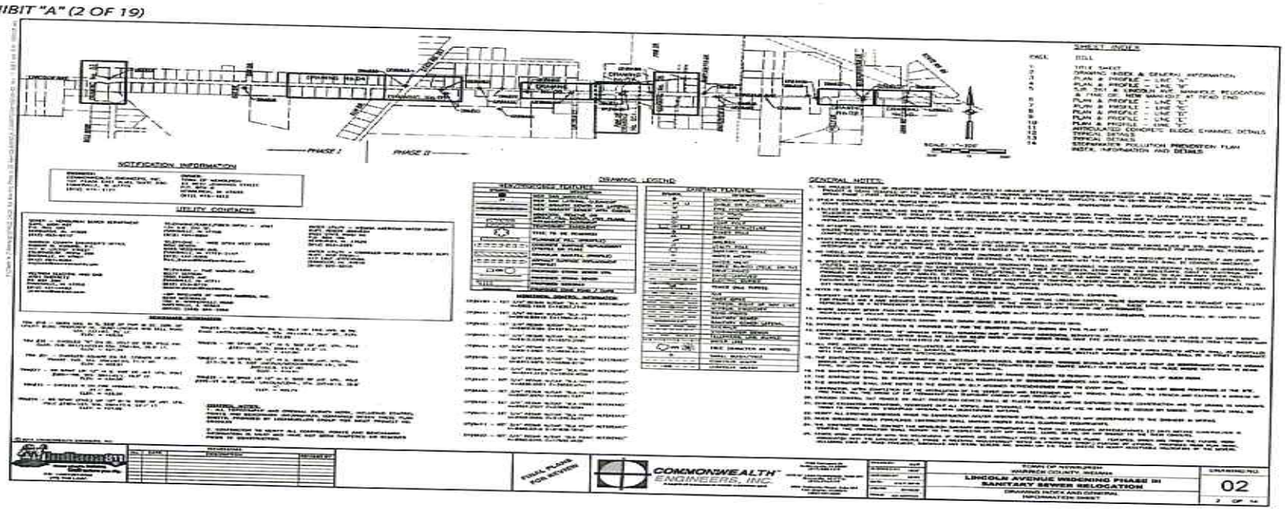


EXHIBIT "A" (3 OF 19)

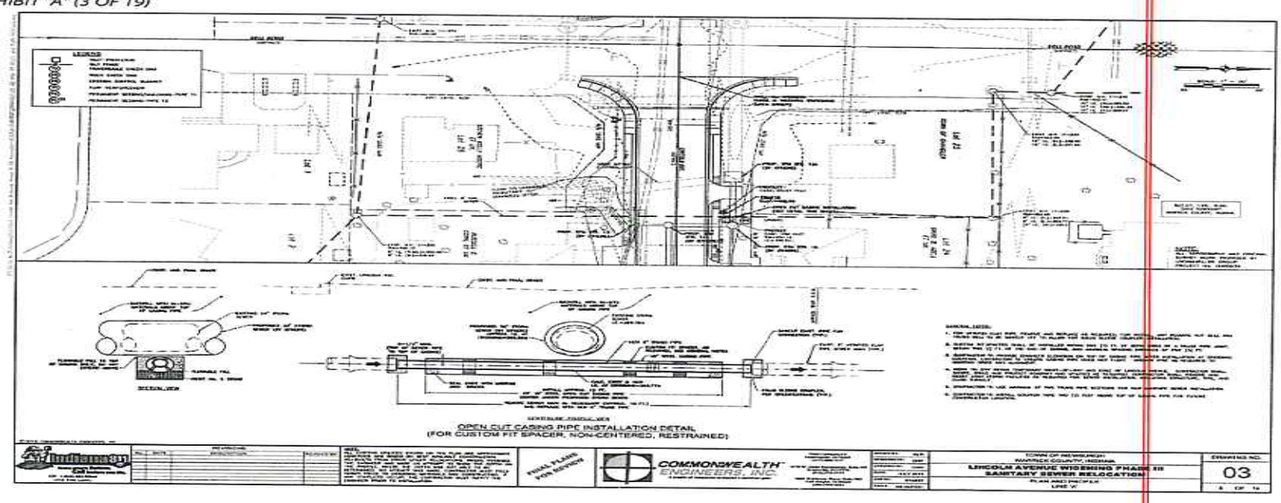


EXHIBIT "A" (4 OF 19)

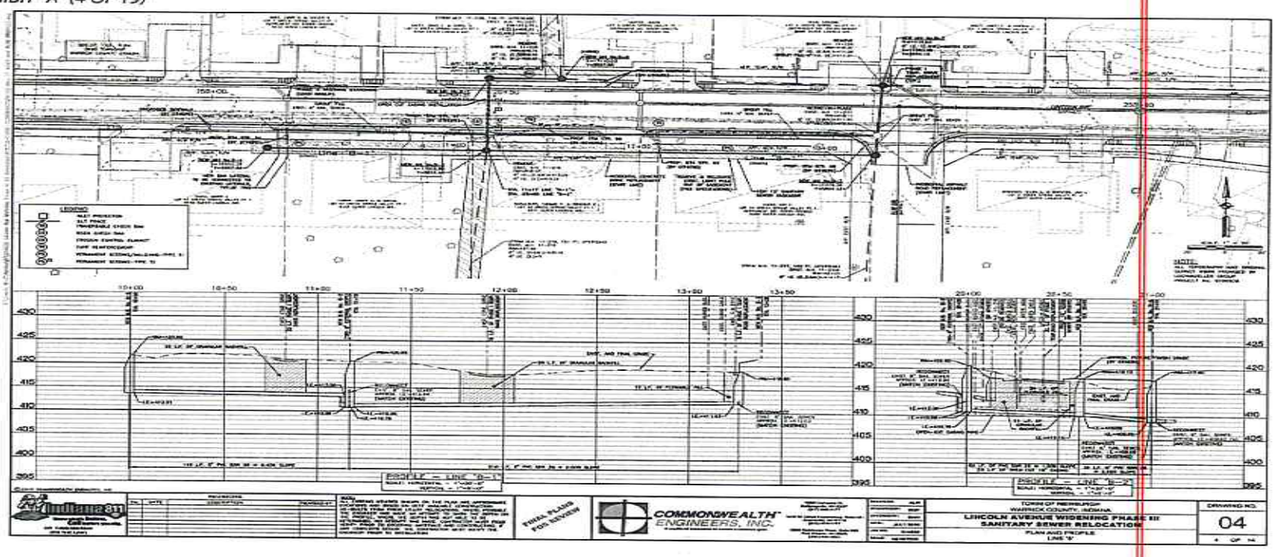


EXHIBIT "A" (5 OF 19)

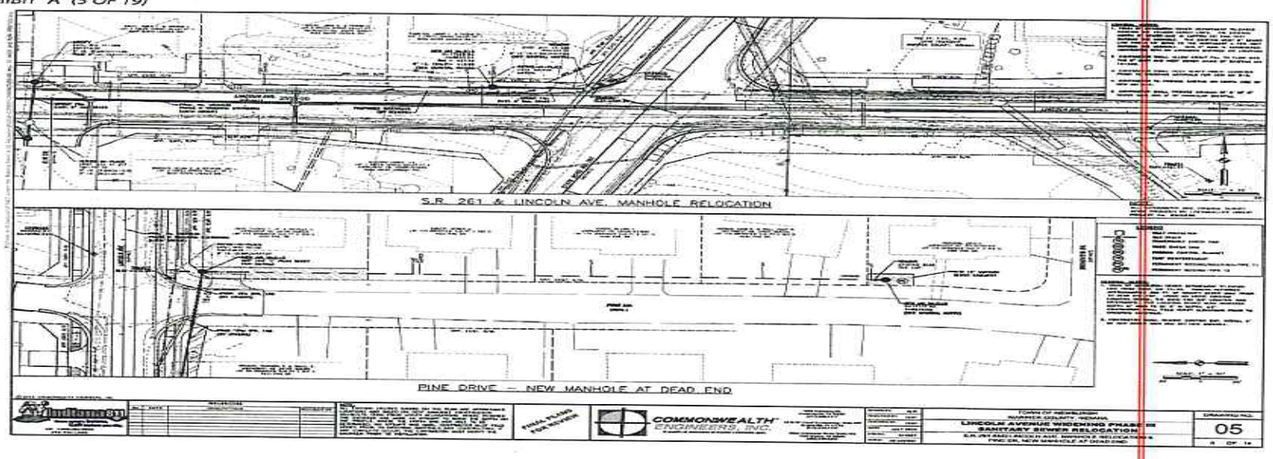


EXHIBIT "A" (6 OF 19)

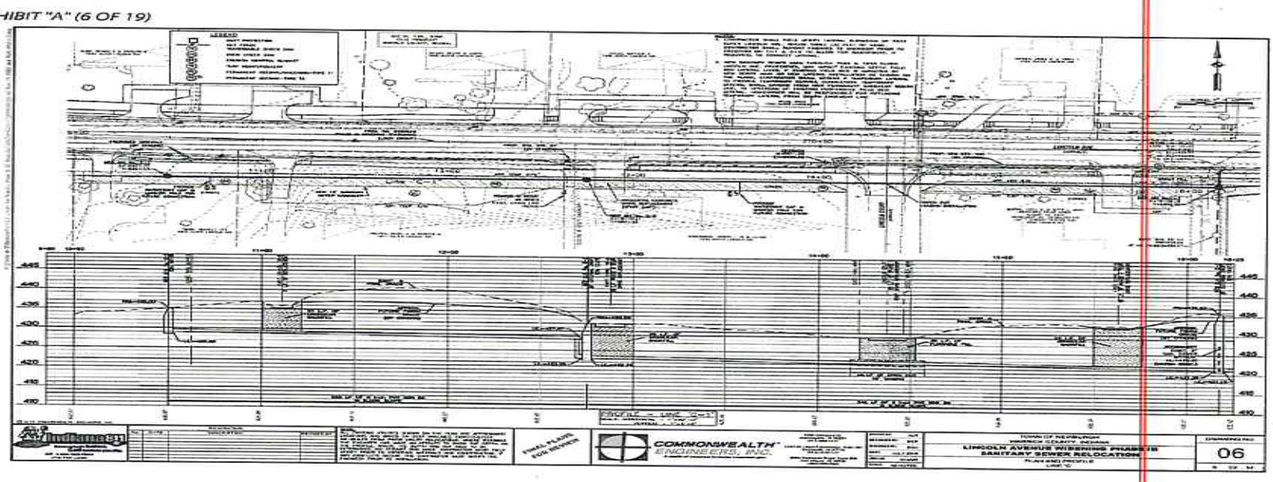


EXHIBIT "A" (7 OF 19)

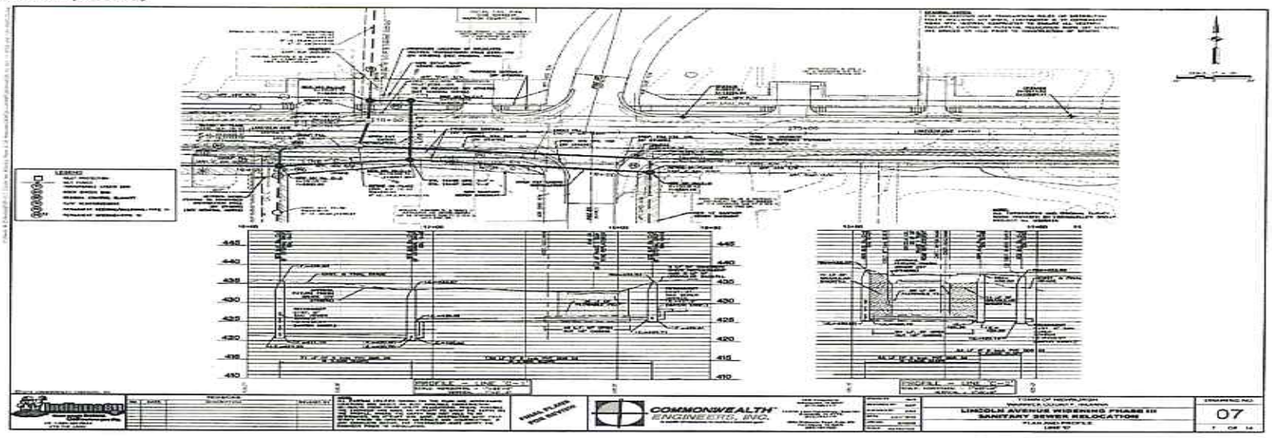


EXHIBIT "A" (8 OF 19)

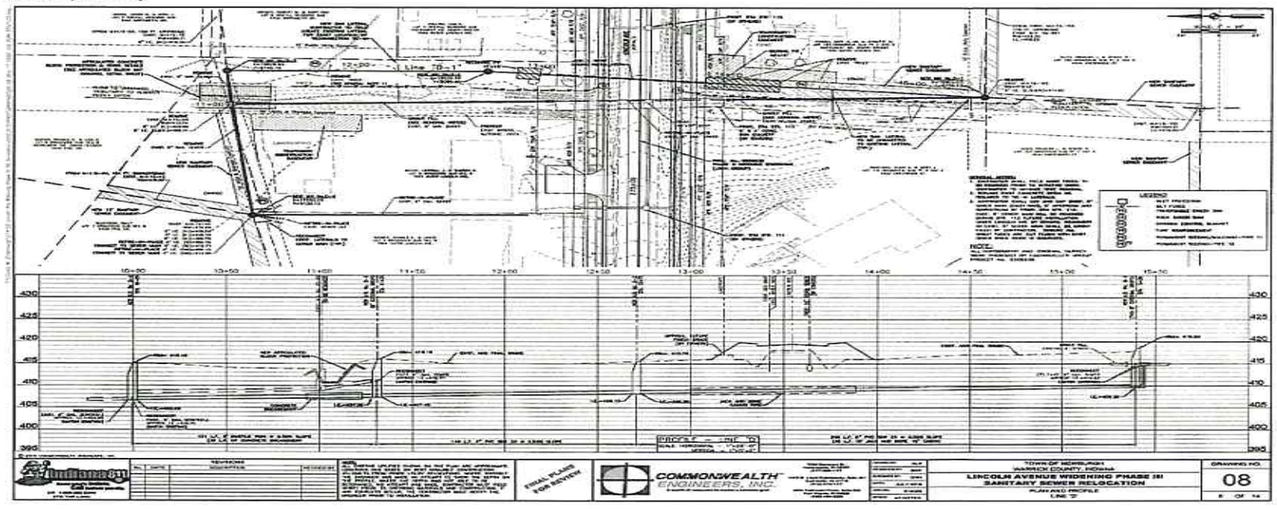


EXHIBIT "A" (9 OF 19)

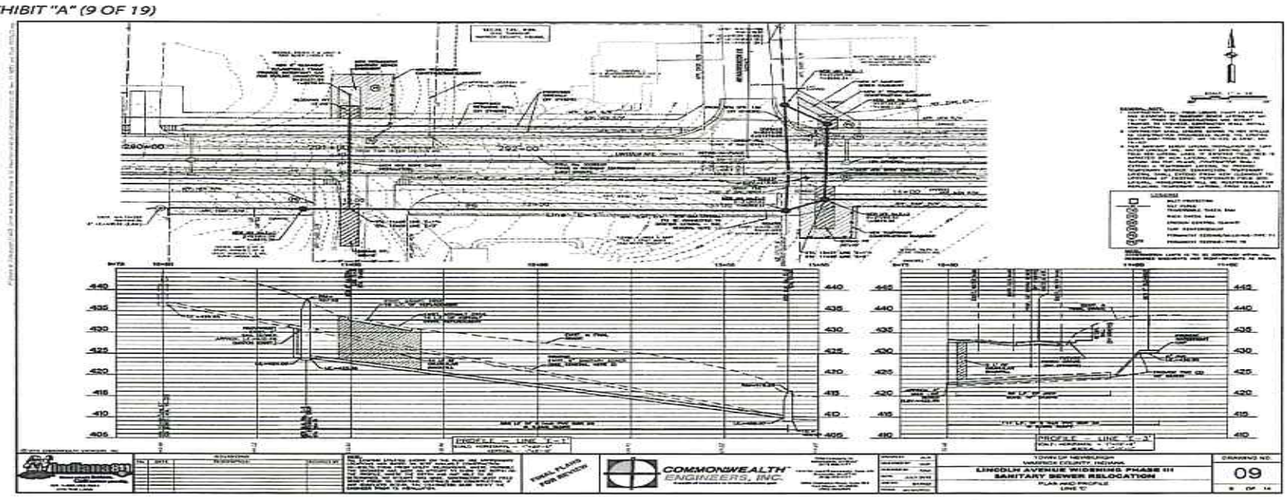


EXHIBIT "A" (10 OF 19)

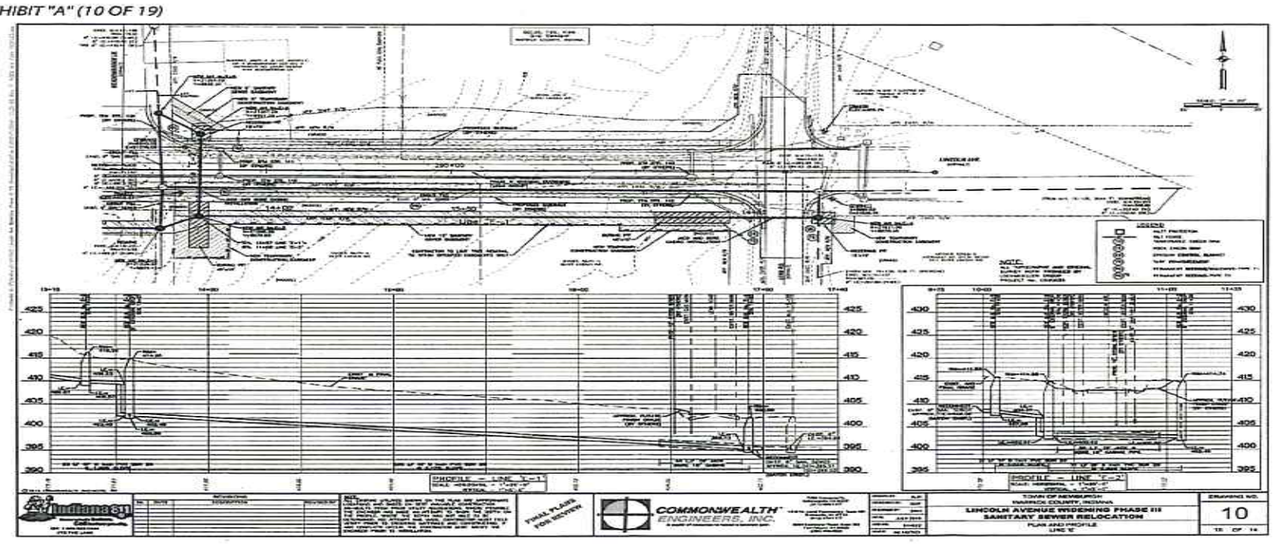


EXHIBIT "A" (11 OF 19)

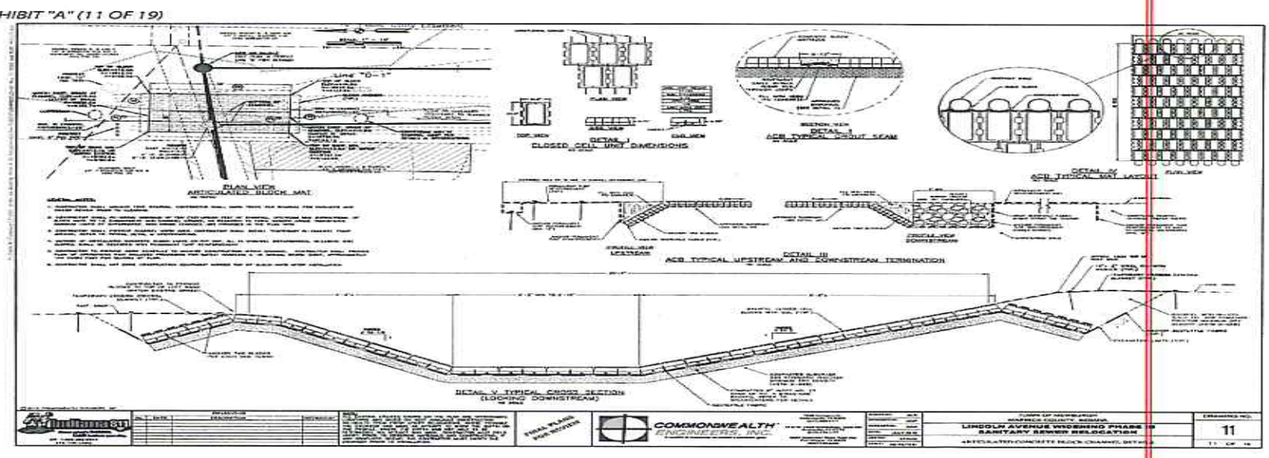


EXHIBIT "A" (12 OF 19)

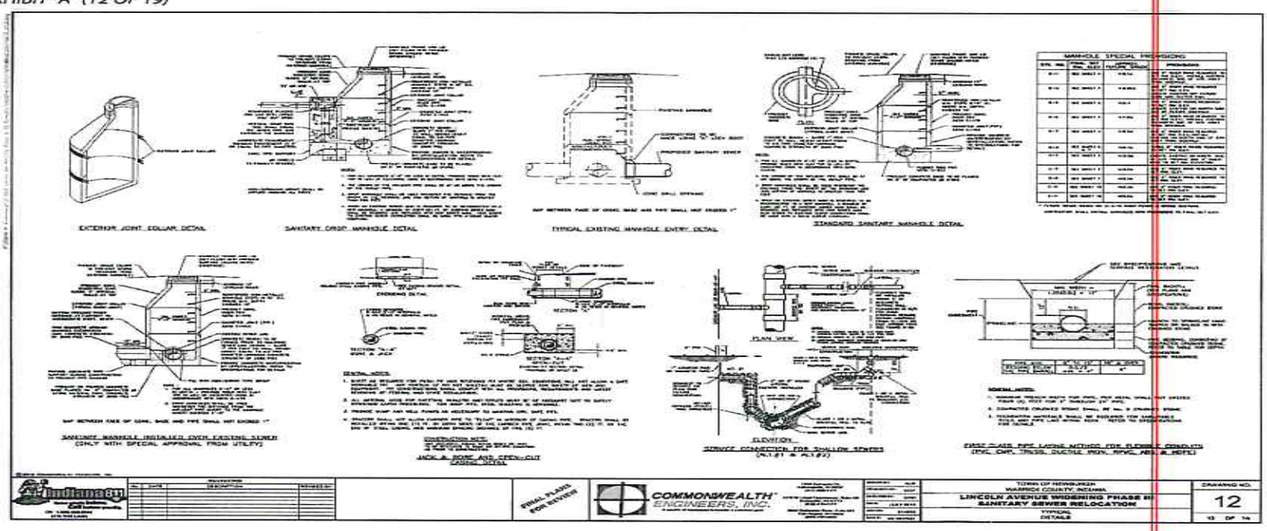


EXHIBIT "A" (13 OF 19)

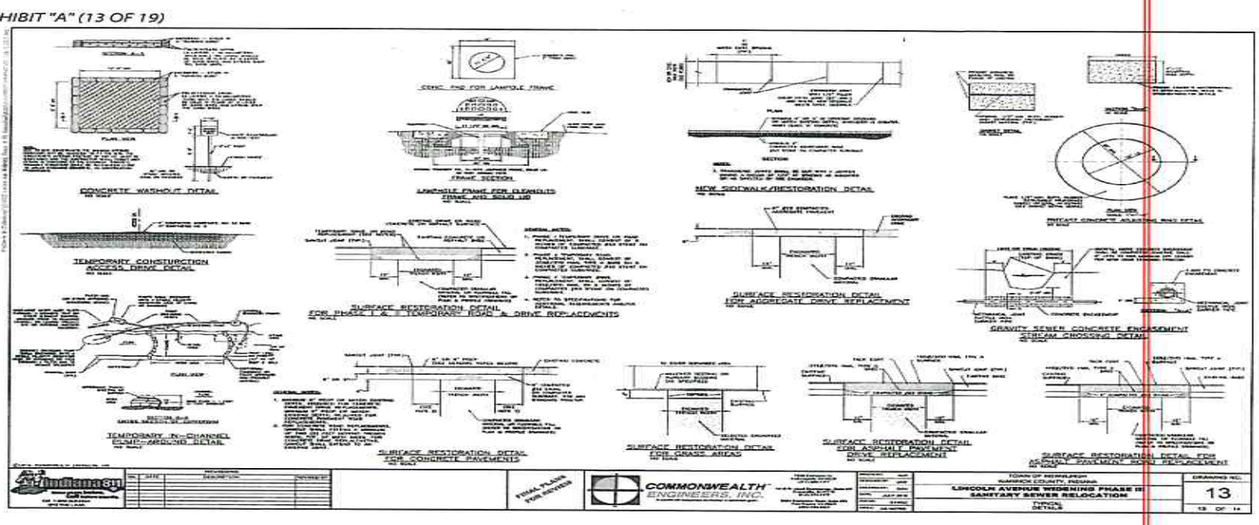


EXHIBIT "A" (14 OF 19)

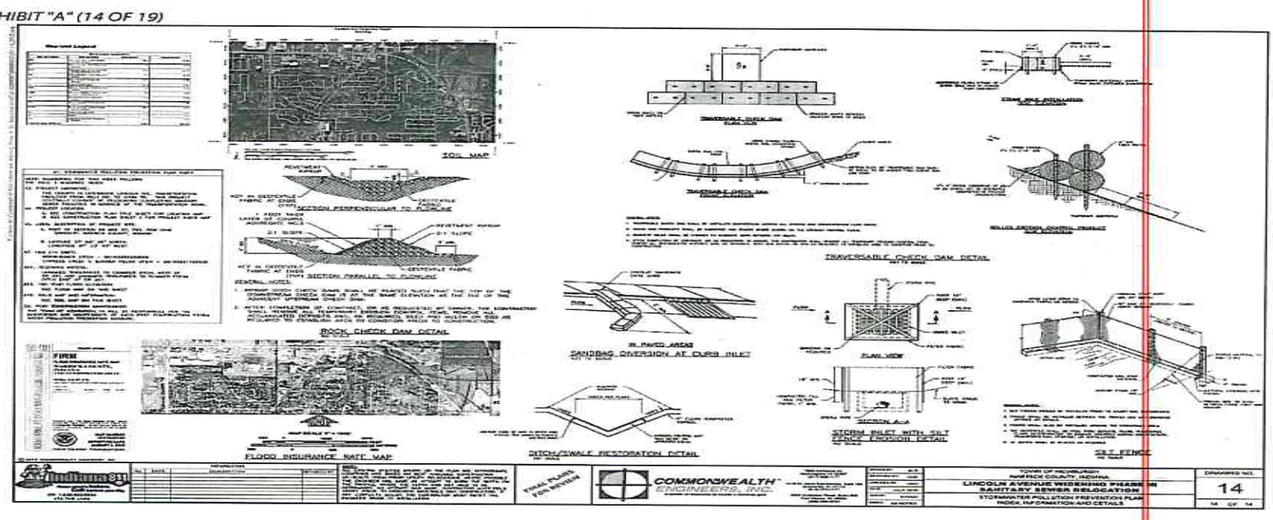


EXHIBIT "A" (15 OF 19)

LOCHMUELLER GROUP

Memo

To: File
From: Nicholas Will
CC: File
Date: June 30, 2016
Re: Des No. 0500536 - Lincoln Avenue Phase 3 Sewer Mitigation

The Lincoln Avenue Reconstruction Project is affecting the existing septic system along 3 properties: Par 60-Mann (7833 Lincoln Avenue), Par 64-Konermann (7399 Lincoln Avenue), and Par 97-Oechsle (7344 Lincoln Avenue). The Warrick County Health Department determined the septic system on Par 64-Konermann and Par 97-Oechsle could not be mitigated on-site and therefore the project shall connect them to a sanitary sewer. The use of a Presby System was considered to mitigate Par 60-Mann, however it was decided by the County to connect them to sanitary per the request of the property owner. The new sanitary sewer is not being included in the Roadway Contract, rather is being completed by Newburgh Sewer as part of a reimbursable agreement with Warrick County. The 3 properties have been paid a cost-to-cure to connect the new sanitary sewer from the R/W line to the residence.

EXHIBIT "A" (16 OF 19)

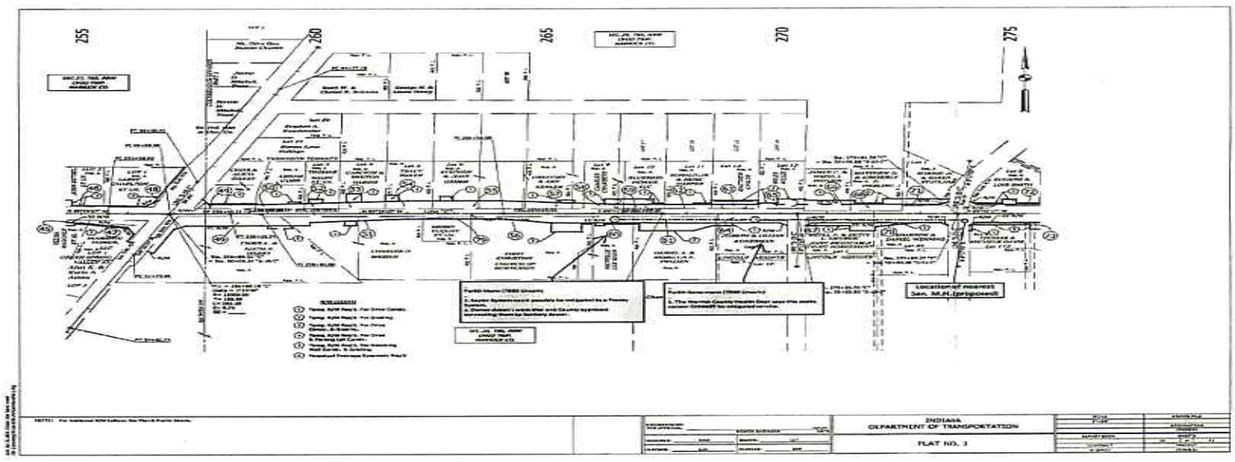


EXHIBIT "A" (17 OF 19)

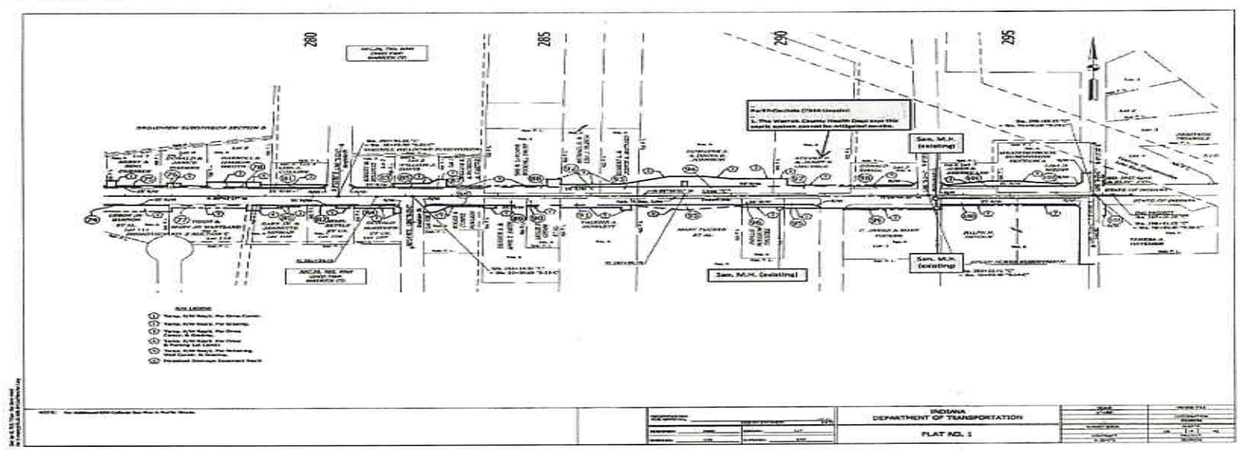


EXHIBIT "A" (18 OF 19)

Will, Nick

From: Bobby Howard <bhoward@warrickcounty.gov>
Sent: Wednesday, January 27, 2016 6:32 AM
To: Romano, Dominick
Cc: Sullivan, Elizabeth, Lewis, Rich; Hansen, Gina; Will, Nick; Emmons, Roger; Sennett, Rick; Dan; Martin Weisheit; Richard Reid
Subject: Re: Outer Lincoln Avenue Project (Parcel 60)

I would recommend we do that as well.

By copy to the Board,

Do you agree to move forward on this project to hook parcel 60 to a sanitary sewer instead of trying to force a Presby system on them? I would recommend hooking them to sanitary over the complicated septic system.

Respectfully,

Bobby Howard
Warrick County Engineer

On Tue, Jan 26, 2016 at 3:34 PM, Romano, Dominick <DRomano@lochgroup.com> wrote:

Hi Bobby,

We need to close the loop on the sanitary sewer hook-up for parcel 60 (Mann) so that the offer will be accepted and the parcel secured; per our meeting yesterday, you were in agreement that this parcel (along with parcel 64 – Konermann and parcel 97 – Oeschle) would be hooked into Newburg Sewer (see attached plat sheet with locations of these properties). After our meeting, we met with Newburgh Sewer in the afternoon to discuss their overall relocation plan as well as these 3 properties; per that discussion, Newburgh Sewer has requested that the work needed to construct the sanitary sewer main for these properties be completed by Newburgh sewer (or their contractor) and NOT in contract by our road contractor. Completing the hook-ups in this fashion will necessitate a reimbursable utility agreement; however, this will be eligible for 80% federal reimbursement.

At this point, to secure parcel 60, we need the County's concurrence to hook them into the sanitary sewer, and to pay any other cost-to-cures associated with the hook-up.

Thanks,

Dom

Dominick Romano, PE

Manager of Highway Design - Senior Associate

EXHIBIT "A" (19 OF 19)

Will, Nick

From: Roger Emmons <roger@warrickcounty.gov>
Sent: Tuesday, February 09, 2016 11:50 AM
To: Bennett, Rick
Cc: Romano, Dominick; ELIZABETH; GINA; Will, Nick; BOBBY
Subject: LINCOLN AVENUE PHASE 3 - PARCEL 60; MANN

Follow Up Flag: Follow up
Flag Status: Flagged

Rick/All:

At yesterday's regularly scheduled meeting, the Warrick County Commissioners voted unanimously to agree to hook up this parcel to a sanitary sewer system vs. a Presby system.

Thanks,

Roger
Roger E. Emmons, Administrator
Warrick County Commissioners
307 W. Locust Street, Suite 301
Boonville, IN 47601
Phone: (812) 897-4120
Fax: (812) 997-6189

EXHIBIT "B"

ITEMIZED COST ESTIMATE

TOWN OF NEWBURGH SEWER

EXHIBIT "B" (1 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WORK PLAN SUBMITTAL #2 - REIMBURSEMENT CONSTRUCTION ESTIMATE

ITEM/ SECT NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	Mobilization, Demobilization, Bonds and Startup	1	LS	$ 15,000.00	$ 15,000.00
2	Clearing and Grubbing	1	LS	$ 2,500.00	$ 2,500.00
3a	8" PVC SDR 26 Gravity Sewer Main	825	LF	$ 70.00	$ 57,750.00
3b	8" Ductile Iron Gravity Sewer Main	0	LF	$ 130.00	$ -
3c	6" Truss Gravity Sewer Main (Qty. Assumed)	8	LF	$ 80.00	$ 640.00
3d	6" PVC SDR 26 Gravity Sewer Lateral	135	LF	$ 60.00	$ 8,100.00
3e	Reconnect Gravity Sewer Main (All Sizes)	1	Each	$ 1,750.00	$ 1,750.00
3f	Reconnect Lateral (All Sizes)	0	Each	$ 800.00	$ -
3g	6" PVC SDR 26 Cleanout with Lamphole Frame	1	Each	$ 950.00	$ 950.00
4a	18" Steel Casing Jack and Bore (for 8" Carrier Pipe)	0	LF	$ 460.00	$ -
4b	18" Steel Casing Open Cut (for 8" Carrier Pipe)	40	LF	$ 330.00	$ 13,200.00
4c	18" Steel Casing Open Cut with Custom Fit Casing Spacers (for 8" Carrier Pipe)	0	LF	$ 400.00	$ -
4d	18" Steel Casing Jack and Bore (for 6" Carrier Pipe)	50	LF	$ 404.00	$ 20,200.00
5a	Standard 48" Diameter Manhole Structures (All Depths)	4	Each	$ 4,800.00	$ 19,200.00
5b	6" External Drop	3	Each	$ 1,800.00	$ 5,400.00
6a	Sewer Pipe Removal (8" or larger)	266	LF	$ 10.00	$ 2,660.00
6b	Retire-In-Place Manholes (In Pavement)	0	Each	$ 2,000.00	$ -
6c	Retire-In-Place Manholes (Out of Pavement)	0	Each	$ 1,200.00	$ -
6d	Remove Manhole (Out of Pavement)	1	Each	$ 1,400.00	$ 1,400.00

EXHIBIT "B" (2 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WORK PLAN SUBMITTAL #2 - REIMBURSEMENT CONSTRUCTION ESTIMATE

ITEM/ SECT NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
6e	Grout 8" Sewer	18	LF	$ 9.00	$ 162.00
7a	Concrete Pavement Drives	32	LF	$ 95.00	$ 3,040.00
7b	Asphalt Pavement Drives	16	LF	$ 80.00	$ 1,280.00
7c	Asphalt Pavement Streets	20	LF	$ 110.00	$ 2,200.00
7d	Aggregate Drive Replacement	34	LF	$ 32.00	$ 1,088.00
8a	Granular Backfill (All Depths)	122	LF	$ 48.00	$ 5,856.00
8b	Flowable Backfill (All Depths)	32	LF	$ 130.00	$ 4,160.00
8c	Concrete Pipe Encasement	0	LF	$ 115.00	$ -
9	Temporary Erosion and Sediment Control	1	LS	$ 5,500.00	$ 5,500.00
10a	Articulated Concrete Block Mat	0	SF	$ 18.00	$ -
10b	Class I Riprap on Filter Fabric (24" Thickness)	0	SYS	$ 50.00	$ -
10c	Permanent Turf Reinforcement	0	SYS	$ 12.00	$ -
11a	Bypass Pumping	1	LS	$ 2,000.00	$ 2,000.00
11b	Temporary Lateral	180	LF	$ 85.00	$ 15,300.00
12a	Traffic Control Detour - Lincoln Ave. Open Cut Sewer Crossing	0	Each	$ 6,000.00	$ -
12b	Traffic Control Detour - Pine Drive Open Cut Sewer Crossing	0	Each	$ 4,500.00	$ -
12c	Traffic Control - Lincoln Court Open Cut Sewer Crossing	1	Each	$ 4,000.00	$ 4,000.00
12d	Traffic Control - Temporary, Flagging, Construction Signs, Etc.	1	LS	$ 2,000.00	$ 2,000.00
13	Final Grading and Permanent Seeding, All Types (Approx. 1040 LF)	1	LS	$ 8,200.00	$ 8,200.00

EXHIBIT "B" (3 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WORK PLAN SUBMITTAL #2 - REIMBURSEMENT CONSTRUCTION ESTIMATE

ITEM/ SECT NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
		SUBTOTAL			$ 223,600.00
		10% CONTINGENCY			$ 22,360.00
		TOTAL CONSTRUCTION COST			$ 245,960.00

3 of 3

EXHIBIT "B" (4 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
WORK PLAN SUBMITTAL #2 - REIMBURSEMENT SOFT COST

ITEM	TASK	COST	RATE
1	Engineer Basic Services		
	Preliminary Design Phase	$ 13,400.00	Lump Sum
	Final Design Phase	$ 8,900.00	Lump Sum
	Construction Phase	$ 5,500.00	Hourly
	Post-Construction Phase	$ 700.00	Hourly
	Resident Project Representative	$ 17,100.00	Hourly
	SUBTOTAL	$ 45,600.00	
2	Additional Services		
	Erosion Control Plan	$ 500.00	Hourly
	Record Drawings	$ 600.00	Hourly
	Permit Assistance	$ 1,200.00	Hourly
	Easement Preparation	$ 9,000.00	Hourly
	SUBTOTAL	$ 11,700.00	
3	Land Acquisition, legal fees, appraisals, recordings, landowner payments(1)	$ 46,000.00	Estimate Only(1)
	SUBTOTAL	$ 46,000.00	
	TOTAL NON-CONSTRUCTION COST ESTIMATE	$ 103,300.00	

(1) Exact cost of Land Acquisition is unknown at this time. This estimate assumes two properties being condemned.

EXHIBIT "B" (5 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WORK PLAN SUBMITTAL #2 - TOTAL CONSTRUCTION ESTIMATE

ITEM/ SECT NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
1	Mobilization, Demobilization, Bonds and Startup	1	LS	$ 63,000.00	$ 63,000.00
2	Clearing and Grubbing	1	LS	$ 28,000.00	$ 28,000.00
3a	8" PVC SDR 26 Gravity Sewer Main	2,410	LF	$ 70.00	$ 168,700.00
3b	8" Ductile Iron Gravity Sewer Main	131	LF	$ 130.00	$ 17,030.00
3c	8" Truss Gravity Sewer Main (Qty. Assumed)	160	LF	$ 80.00	$ 12,800.00
3d	6" PVC SDR 26 Gravity Sewer Lateral	240	LF	$ 60.00	$ 14,400.00
3e	Repaired Gravity Sewer Main (All Sizes)	22	Each	$ 1,750.00	$ 38,500.00
3f	Repaired Lateral (All Sizes)	8	Each	$ 800.00	$ 6,400.00
3g	8" PVC SDR 26 Cleanout with Lamphole Frame	1	Each	$ 950.00	$ 950.00
4a	12" Steel Casing Jack and Bore (for 8" Carrier Pipe)	150	LF	$ 460.00	$ 67,400.00
4b	12" Steel Casing Open Cut (for 8" Carrier Pipe)	191	LF	$ 330.00	$ 63,030.00
4c	12" Steel Casing Open Cut with Custom Fill Dams Stacked (for 8" Carrier Pipe)	12	LF	$ 400.00	$ 4,800.00
4d	18" Steel Casing Jack and Bore (for 6" Carrier Pipe)	80	LF	$ 490.00	$ 39,200.00
5a	Standard 48" Diameter Manhole Structures (All Depths)	29	Each	$ 4,800.00	$ 120,000.00
5b	8" External Drop	11	Each	$ 1,800.00	$ 19,800.00
6a	Sewer Pipe Removal (8" or larger)	478	LF	$ 10.00	$ 4,780.00
6b	Retire-In-Place Manholes (In Pavement)	2	Each	$ 2,000.00	$ 4,000.00
6c	Retire-In-Place Manholes (Out of Pavement)	4	Each	$ 1,200.00	$ 4,800.00
6d	Remove Manhole (Out of Pavement)	8	Each	$ 1,400.00	$ 11,200.00

1 of 3

EXHIBIT "B" (6 OF 7)

TOWN OF NEWBURGH, IN
LINCOLN AVENUE PHASE III WIDENING SANITARY SEWER RELOCATION PROJECT
ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST
WORK PLAN SUBMITTAL #2 - TOTAL CONSTRUCTION ESTIMATE

ITEM/ SECT NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE
6e	Grout 8" Sewer	1,440	LF	$ 9.00	$ 12,960.00
7a	Concrete Pavement Drives	87	LF	$ 95.00	$ 8,265.00
7b	Asphalt Pavement Drives	16	LF	$ 80.00	$ 1,280.00
7c	Asphalt Pavement Streets	105	LF	$ 110.00	$ 11,550.00
7d	Aggregate Drive Replacement	34	LF	$ 32.00	$ 1,088.00
8a	Granular Backfill (All Depths)	241	LF	$ 48.00	$ 13,488.00
8b	Flowable Backfill (All Depths)	126	LF	$ 130.00	$ 16,380.00
8c	Concrete Pipe Encasement	30	LF	$ 115.00	$ 3,450.00
9	Temporary Erosion and Sediment Control	1	LS	$ 22,000.00	$ 22,000.00
10a	Articulated Concrete Block Mat	760	SF	$ 18.00	$ 13,680.00
10b	Class I Riprap on Filter Fabric (24" Thickness)	10	CYS	$ 50.00	$ 500.00
10c	Permanent Turf Reinforcement	90	SYS	$ 12.00	$ 1,080.00
11a	Bypass Pumping	1	LS	$ 18,000.00	$ 18,000.00
11b	Temporary Lateral	160	LF	$ 93.00	$ 15,300.00
12a	Traffic Control Detour - Lincoln Ave. Open Cut Sewer Crossing	2	Each	$ 7,500.00	$ 15,000.00
12b	Traffic Control Detour - Pine Drive Open Cut Sewer Crossing	1	Each	$ 4,500.00	$ 4,500.00
12c	Traffic Control - Lincoln Court Open Cut Sewer Crossing	1	Each	$ 4,000.00	$ 4,000.00
12d	Traffic Control - Temporary, Flagging, Construction Signs, Etc.	1	LS	$ 7,500.00	$ 7,500.00
13	Final Grading and Permanent Seeding, All Types (Approx. 2500 LF)	1	LS	$ 23,500.00	$ 22,500.00

2 of 3

October 6, 2013

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount $280,350.91 Des No. 0500636

Agreement Type Standard Project No. 0500636

Work Description Relocation of Overhead and Underground Electric Lines and Poles Road Lincoln Avenue

County Warrick

THIS AGREEMENT, made and entered into this 11TH day of AUGUST 20 16, by and between Vectren Energy Delivery

1 North Main Street

Evansville, IN 47702-0209

(hereinafter referred to as the "Utility"), and

Warrick County Board of Commissioners

107 W. Locust Street, Suite 301

Boonville, IN 47601

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a *"per unit"* cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are not) located on public right-of-way. ~~If such facilities are located on property other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.~~

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement.

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated $1,000.00 of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed $25,000.00. Lump sum payments in excess of $25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in

Page 5 of 9

connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq.

SECTION XIII - GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

This agreement shall be binding upon the parties and their successors and assigns.

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

Page 6 of 9

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of $25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

Page 7 of 9

IN WITNESS HEREOF the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

VECTREN
(Utility Name)

(Signature of Officer)

LYNNE K. WILSON
(Officer's Name, Printed or Typed)

VP ENERGY DELIVERY
(Officer's Position)

ATTEST:

(Secretary of Utility-Signature)

LEANNA COLLIER
(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of INDIANA County of VANDERBURGH SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared

(Names and offices of signers of Utility)

(Name of Utility)

and acknowledged the execution of the foregoing contract on this 19th day of AUGUST 2016.

Witness my hand and seal the said last day.

My Commission Expires

HEATHER DRAWING
Resident of Vanderburgh County, IN
Commission Expires: July 27, 2024

(Seal)

(Signature)

HEATHER L. DRAWING
(Printed or Typed) (Notary Public)

Page 8 of 9

FOR:

Warrick County Board of Commissioners
(Name of Local Public Agency)

BY:

Don Williams, President
(Typed or Printed Name)

Richard A. Reid, Vice-President
(Typed or Printed Name)

Marlin Walsheit, Member
(Typed or Printed Name)

ATTEST:

Deborah K. Stevens, Auditor
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of Warrick, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared Don Williams, Richard A. Reid and Marlin Walsheit and acknowledged the execution of the foregoing contract on this 22nd day of August 20 16.

My Commission Expires 4/19/17

(Signature)

SUSAN D. TAYLOR
Notary Public
Warrick County
My Commission Expires
April 19, 2017

(Seal)

Susan D. Taylor
(Printed or Typed) (Notary Public)

This document prepared by:

Page 9 of 9

NON-COLLUSION AFFIDAVIT
State Form 4261 (R4 / 1-98)

STATE OF: INDIANA
COUNTY OF: VANDERBURGH } SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the aforesaid contract other than that which appears upon the face of the contract.

Signature
Printed name: Allen Collins
Title: Manager - Electric Engineering
Company: Vectren

Before me, a Notary Public in and for said County and State personally appeared, ALLEN COLLINS who acknowledged the truth of the statements in the foregoing affidavit on this 24th day of AUGUST, 20 16.

HEATHER GRAVINO
Resident of Vanderburgh County, IN
Commission Expires July 27, 2024

County of Residence: VANDERBURGH
Commission expires on: July 27, 2024
Signature: Heather A. Gravino
Printed Name of Notary Public: HEATHER A. GRAVINO

STATE OF INDIANA

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Executive Order No. 90-5, April 12, 1990, issued by Governor Evan Bayh, the Indiana Department of Administration requires the inclusion of this certification in all Contracts with and grants from the State of Indiana in excess of $25,000 and in all contracts with and grants from Political Subdivisions of the State of Indiana in excess of $25,000 whether or not such contract, order or agreement, the total amount of which exceeds $25,000, shall be valid unless and until the certification has been fully executed by the Utility and attached to the contract or agreement, as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the state for up to three years.

The Utility certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace and specifying the actions that will be taken against employees for violations of such prohibitions; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Utility's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c)(2) above or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

The undersigned affirms, under the penalties for perjury, that he or she is authorized to execute this certification on behalf of the designated organization.

Vectren Corporation
Legal Name of Organization

0500836
Project Number

Christina Mayes
Signature of Authorized Representative

8/23/16
Date

Christina Mayes, Safety Manager
Printed Name and Title

EXHIBIT "A"

RELOCATION PLAN & EASEMENTS

VECTREN ELECTRIC DISTRIBUTION

EXHIBIT "A" (1 OF 47)

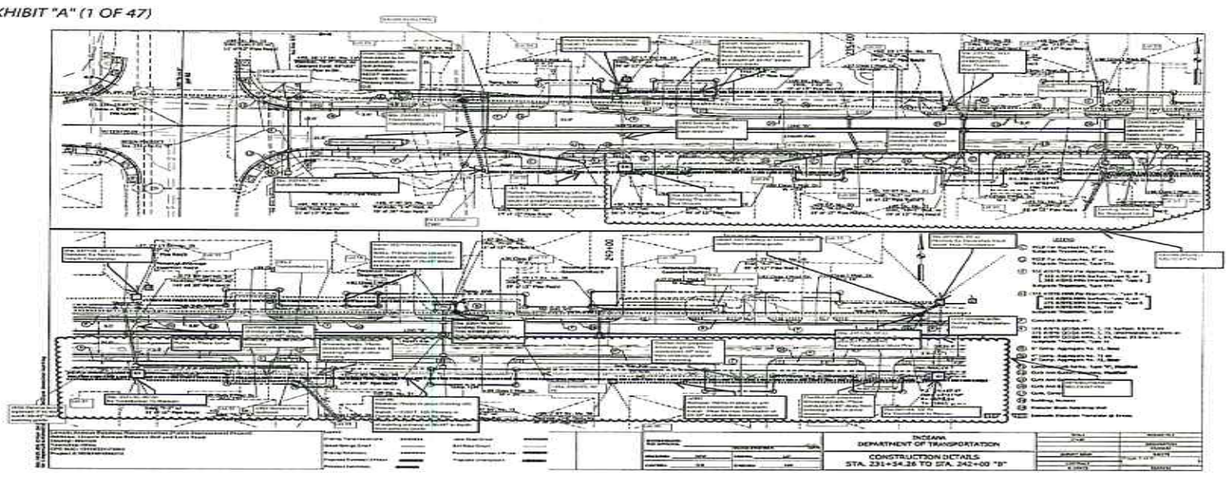
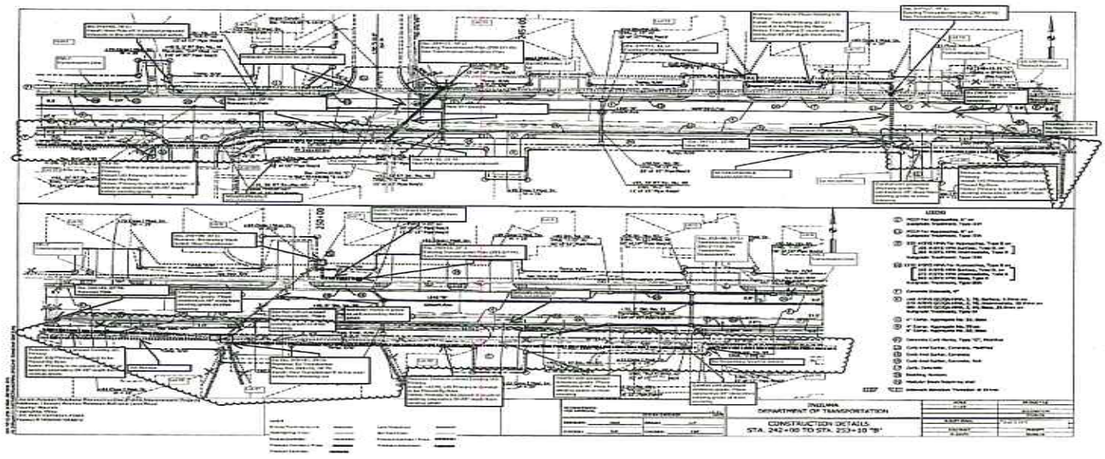


EXHIBIT "A" (2 OF 47)



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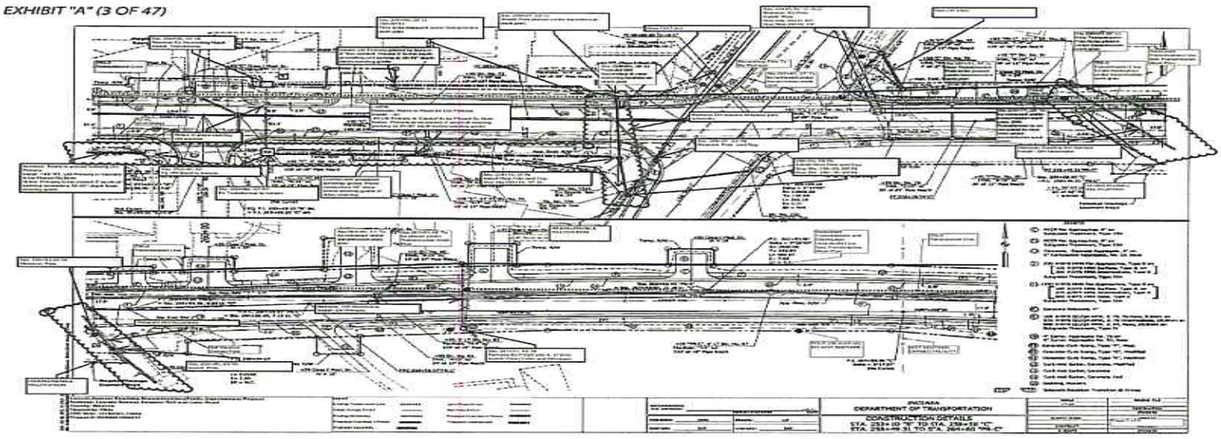

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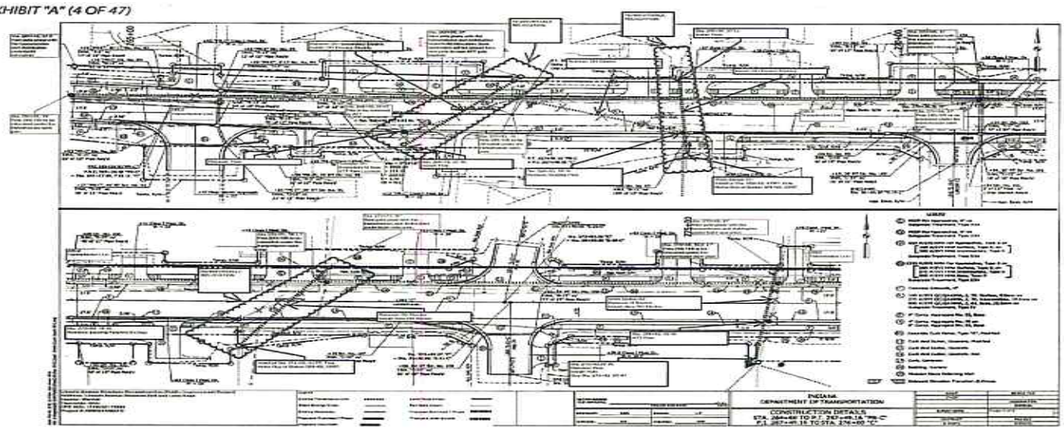

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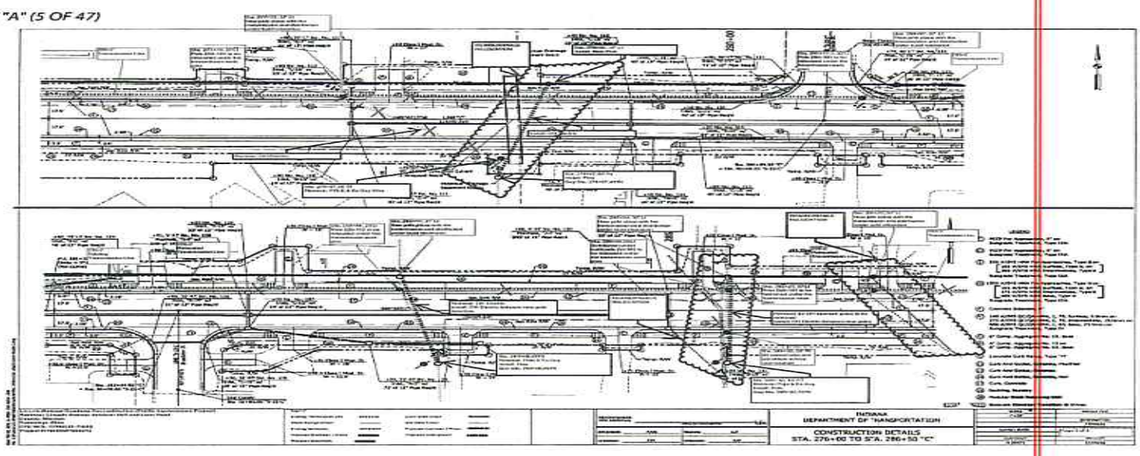

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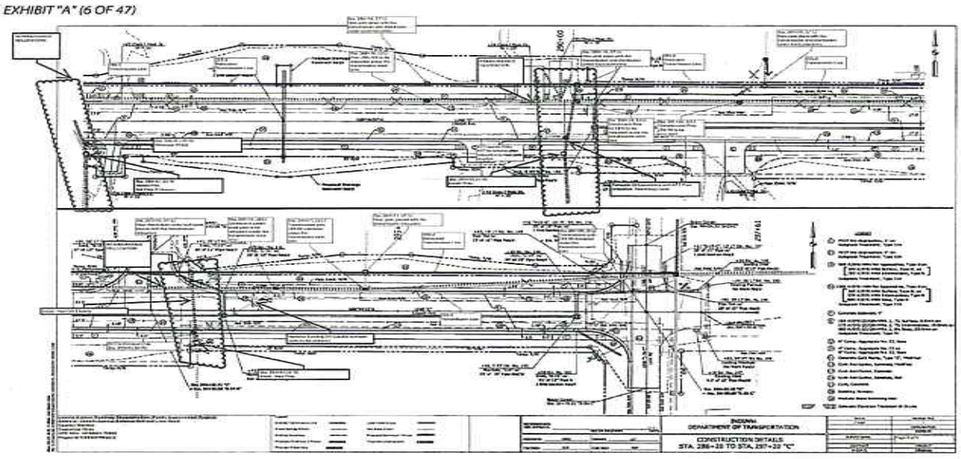

EXHIBIT "A" (7 OF 47)

Instrument # 5129016 "A"

1776

EASEMENT FOR RIGHT-OF-WAY

(Underground Electric Service)

THIS INDENTURE WITNESSETH That Green Spring Valley Corporation

of Warrick County, State of Indiana, hereinafter called "Grantor" (whether one or more) for and in consideration of a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, its successors and assigns (herein collectively referred to as the "Company") an easement with the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair the following described underground facilities: The primary and secondary cables for the Electric distribution system including transformers and secondary connection vaults

for the transmission or distribution of electric energy over and across a strip of land, the location and width of which is shown upon the plat which is attached as "Exhibit A" and which strip of land is a part of the following described real property located in Warrick County, State of Indiana, to-wit:

Lots No. 17 through No. 25 in Green Spring Valley Subdivision Part No. 1 Part of the southeast 1/4 of Section 27, Township 6 South, Range 9 West, Ohio Township, Warrick County

RECORDED
MAY 23 8 OM AM '89
WOODROW H. HOLDER
RECORDER OF
WARRICK COUNTY, IND.

together with the right of ingress and egress over the lands of Grantor to and from said underground facilities and appurtenances in the exercise of the rights and privileges hereby granted and together with the right to prevent or remove any obstruction to said facilities and appurtenances. This easement does not grant or include the right to interfere with any improvement now situated upon said real estate.

Grantor certifies under oath that no Indiana Gross Income Tax is due and payable at this time in respect to the transfer made by this indenture.

(SEAL)

IN WITNESS WHEREOF, this instrument has been executed by Grantor this 14 day of June, 1988

Green Spring Corp (SEAL) [signature] (SEAL)

[signature] (SEAL) (SEAL)

STATE OF }
COUNTY OF } SS:

EXHIBIT "A" (8 OF 47)

CORPORATION ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Warrick } SS:

Before me, the undersigned, a Notary Public within and for said County and State, came Green Spring Corporation by [signature] its President and [signature] its Secretary who as such President and Secretary respectively, acknowledge the execution of the foregoing Easement of Right-Of-Way and the affixing thereto the corporate seal of said Corporation.

WITNESS my hand and Notarial Seal.

[signature]
Notary Public

My Commission expires:
June 14, 1991

This instrument was prepared by C.S. Ames

EXHIBIT "A" (9 OF 47)

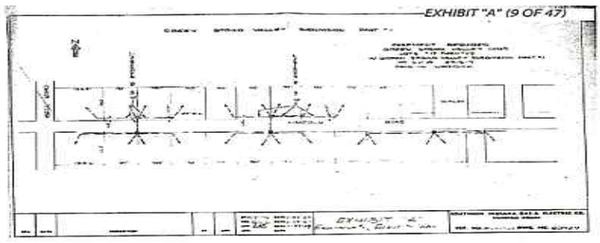

EXHIBIT "A" (10 OF 47)

Deed File- #1 Card # 1046 Right of Way 1776

Green Spring Valley Corp.: S.I.G. & E. Co.

EXHIBIT "A" (11 OF 47)

Work-order # 622856)

0-1993

1765

EASEMENT FOR RIGHT-OF-WAY

(Underground Electric Service)

THIS INDENTURE WITNESSETH That Green Spring Valley Corporation

Warrick County, State of Indiana, hereinafter called "Grantor" (whether one or more) for and in consideration of a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, its successors and assigns (herein collectively referred to as the "Company") an easement with the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair the following described underground facilities: Including cables and vaults

for the transmission or distribution of electric energy over and across a strip of land, the location and width of which is shown upon the plat which is attached as "Exhibit A" and which strip of land is a part of the following described real property located in Warrick County, State of Indiana, to-wit:

Lot No. 15 and Outlot in Green Spring Valley Subdivision Part No. 3
Part of the southeast 1/4 of Section 27, Township 6 South, Range 9 West, Ohio Township, Warrick County

RECORDED
May 23 8 05 AM '85
WOODRE[illegible] HOLDER
RECORDER OF
WARRICK COUNTY, IND.

together with the right of ingress and egress over the lands of Grantor to and from said underground facilities and appurtenances in the exercise of the rights and privileges hereby granted and together with the right to prevent or remove any obstruction to said facilities and appurtenances. This easement does not include or grant the right to interfere with any improvement now situated upon said real estate.

Grantor certifies under oath that no Indiana Gross Income Tax is due and payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, this instrument has been executed by Grantor this

date: 17th 1985

(SEAL) (SEAL)

(SEAL) (SEAL)

STATE OF } SS:

EXHIBIT "A" (12 OF 47)

CORPORATION ACKNOWLEDGMENT

STATE OF Indiana }
COUNTY OF Vanderburgh } SS:

Before me, the undersigned, Notary Public within and for said County and State, this day of May, 1985, personally appeared Edward Smith, President and Lawrence Smith, Secretary, who as such officers, respectively, acknowledge the execution of the foregoing Easement of Right-of-Way and the affixing thereto the corporate seal of said Corporation.

WITNESS my hand and Notarial Seal.

Logan McKeever
Notary Public

My Commission expires:
December 19, 1986

This Instrument was prepared by _____

EXHIBIT "A" (13 OF 47)

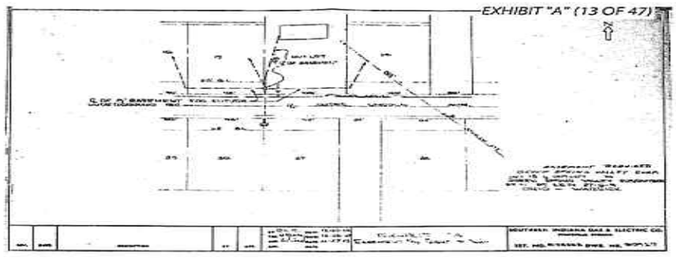

EXHIBIT "A" (14 OF 47)

Deed File #1 Card # 1055 Right of Way 1785

Green Spring Valley Corp.; S.I.G. & E. Co.

3M BRAND DUPLICARD

EXHIBIT "A" (15 OF 47)

EXHIBIT "A" (16 OF 47)

EXHIBIT "A" (17 OF 47)

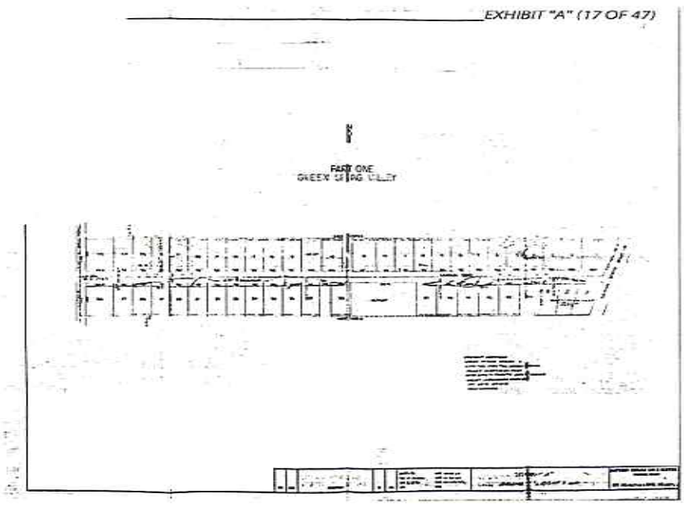

EXHIBIT "A" (18 OF 47)

Deed File # 1 Card # 414 Easement 117

Grantee: S.I.G. & E. Co.

Green Spring Valley Corp.

3M BRAND DUPLICARD

EXHIBIT "A" (19 OF 47)

Work order # 9129019

EASEMENT FOR RIGHT-OF-WAY

THIS INDENTURE WITNESSETH, that The Green Springs Valley Corporation

Warrick County, State of Indiana, hereinafter called "Grantor" (whether one or more, and if more than one, at the option of the Grantee, all more, if any, payable by the Company to the Grantor pursuant to this easement may be paid to

, who is hereby designated as Agent to receive and receipt for the same), for and in consideration of the sum of One Dollar ($ 1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, hereinafter called "Grantee", its successors and assigns, a right-of-way for the construction, operation, maintenance, repair, replacement and removal of a pole and wire line, and or a part thereof (one or more), wire lines, and one or more underground lines, for the transmission of electric energy, and all appurtenances thereto, upon, over, under and across a strip of land [illegible] the approximate center line of which strip is shown upon the plat which is attached hereto, made a part hereof, and marked "Exhibit A", and which strip of land is a part of the following described real property located in Warrick County, State of Indiana, to-wit:

Lots 35, 36, 37, 38, 39, 41, 42 Green Springs Valley Sub. II

Part of the northeast 1/4 of the southeast 1/4 of Section 27, Township 6 South, Range 9 West, Ohio Township, Warrick County

together with the right of ingress and egress over the lands of Grantor or and from and free to the premises of the rights and privileges herein granted, together with the right to trim or remove any and all trees located on said right-of-way and any and all trees that are of such height that in falling directly in the general they would come in contact with said pole and wire line or lines, along with the right to remove brush or other obstructions from said right-of-way which could create a fire hazard to the line or lines of the Company, provided, however, that the Company shall not have the right to require the removal of any permanent improvement now located upon said above designated real property.

Grantor certifies under oath that no Indiana Gross Income Tax is due or payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, this instrument is executed this 9th day of [illegible]

(SEAL) (SEAL)

(SEAL) (SEAL)

RECORDED

Jun 27 [illegible]

ACKNOWLEDGMENT

STATE OF INDIANA }ss

COUNTY OF

EXHIBIT "A" (20 OF 47)

STATE OF INDIANA

COUNTY OF Warrick }ss

Before me, the undersigned, a Notary Public within and for said County and State, on this 9th day of [illegible], 19 78, personally appeared the within named [illegible] President of Green Springs Valley Corporation and acknowledged the execution of the foregoing easement for right-of-way.

WITNESS my hand and notarial seal.

My commission expires August 25, 1978

Notary Public

PUBLIC

EXHIBIT "A" (21 OF 47)

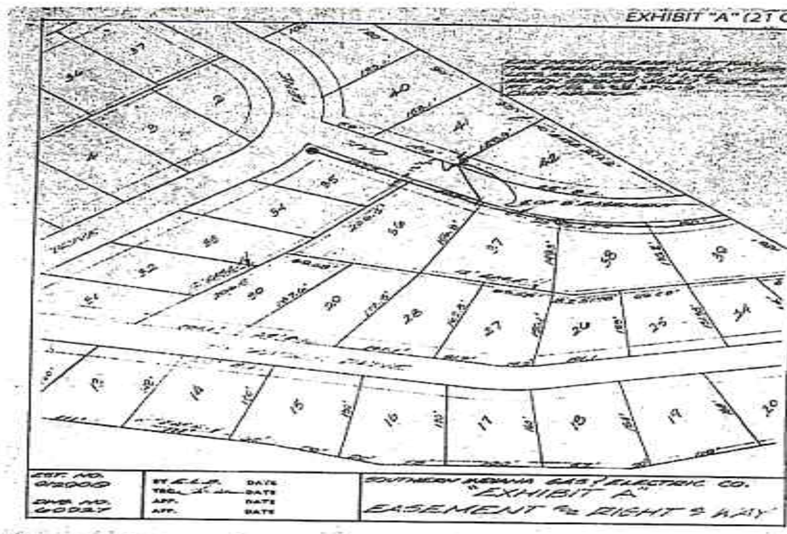

EXHIBIT "A" (22 OF 47)

Deed File # 1 Card # 2106 Easement
Green Springs Valley Corp.: S.I.G. & E. Co.

EXHIBIT "A" (23 OF 47)

EASEMENT FOR RIGHT-OF-WAY

Harold D. Tompkins and Patricia L. Tompkins, husband and wife

Warrick

Harold D. Tompkins

Lot No. 1 Part III in Green Springs Valley Subdivision
Part of the southeast 1/4 of Section 27, Township 6 South, Range 9 West, Ohio Township,
Warrick County

(SEAL)

(Seal)

RECORDED
Sep 9 8 AM '70
WOODROW W. HELZER
RECORDER OF
WARRICK COUNTY, IND.

ACKNOWLEDGEMENT

STATE OF INDIANA
COUNTY OF Warrick

CORPORATION ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF

David Cayl

EXHIBIT "A" (24 OF 47)

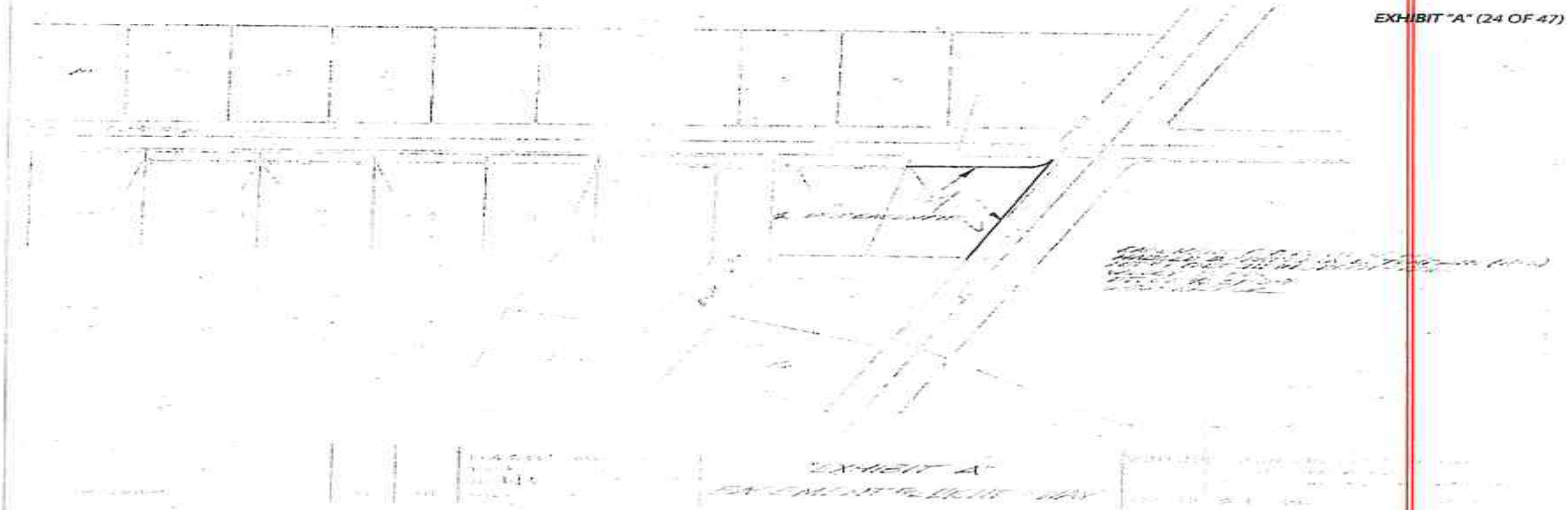

EXHIBIT "A" (25 OF 47)

EXHIBIT "A" (26 OF 47)

EXHIBIT "A" (27 OF 47)

EXHIBIT "A" (28 OF 47)

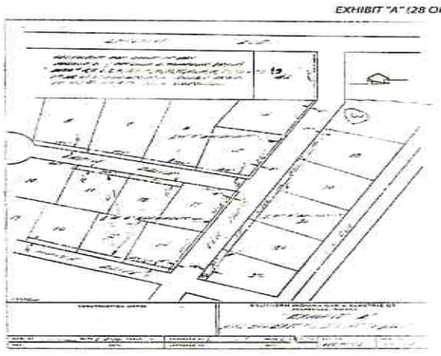

EXHIBIT "A" (29 OF 47)

3394

Work Order # 5129002

EASEMENT FOR RIGHT-OF-WAY

(Underground Electric Service)

THIS INDENTURE WITNESSETH That Green Spring Corporation of Warrick County, State of Indiana, hereinafter called "Grantor" (whether one or more) for and in consideration of a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation, its successors and assigns (herein collectively referred to as the "Company") an easement with the right, power and privilege to construct, inspect, maintain, operate, enlarge, rebuild and repair the following described underground facilities:

The primary and secondary cables for the electric distribution system including transformers and secondary connection vaults.

for the transmission or distribution of electric energy over and across a strip of land, the location and width of which is shown upon the plat which is attached as "Exhibit A" and which strip of land is a part of the following described real property located in Warrick County, State of Indiana, to-wit:

The Green Spring Corporation
[illegible], Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 31, 32, 33, 34, 35 and 49 in Part No. 2 Green Spring Valley Subdivision Part of the northwest 1/4 of the southeast 1/4 of Section 27, Township 6 South, Range 9 West, Ohio Township, Warrick County.

RECORDED
Sep 25 8 05 AM '83
DOROTHY [illegible]
RECORDER OF
WARRICK COUNTY, IND.

together with the right of ingress and egress over the lands of Grantor to and from said underground facilities and appurtenances in the exercise of the rights and privileges hereby granted and together with the right to prevent or remove any obstruction to said facilities and appurtenances. This easement does not grant or include the right to interfere with any improvement now situated upon said real estate.

Grantor certifies under oath that no Indiana Gross Income Tax is due and payable at this time in respect to the transfer made by this indenture.

IN WITNESS WHEREOF, this instrument has been executed by Grantor this ____ day of August 22, 19[illegible]

[signature] (SEAL) ____ (SEAL)

[signature] (SEAL) ____ (SEAL)

STATE OF ____ }
COUNTY OF ____ } SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this ____ day of ____, 19__, personally appeared the within named ____ and acknowledged the execution of the foregoing easement for right-of-way.

WITNESS my hand and notarial seal.

____
Notary Public

My Commission expires:
____

EXHIBIT "A" (30 OF 47)

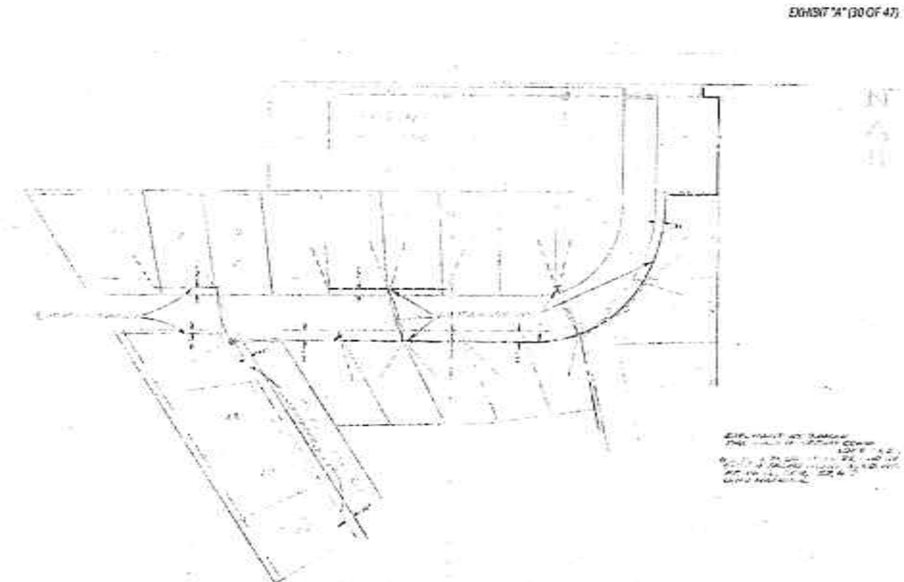

EXHIBIT "A" (31 OF 47)

EASEMENT FOR RIGHT-OF-WAY

THIS INDENTURE WITNESSETH, that Larry L. Charlton and Connie Charlton of Warrick County, State of Indiana, [illegible] Larry L. Charlton [illegible]

[illegible] Warrick County, State of Indiana, [illegible]:

Lot 1 of Part One Green Spring Valley, a subdivision located in the Town of Newburgh, Indiana, and being a part of the East half of Section 27, Township 6 South, Range 9 West, Ohio Township, Warrick County.

[illegible]

IN WITNESS WHEREOF, [illegible] 10th day of November, 19 81

[signature] (SEAL)
Larry L. Charlton

[signature] (SEAL)
Connie Charlton

RECORDED
Dec 1 [illegible] '81
[illegible]
WARRICK COUNTY, IN

ACKNOWLEDGEMENT

STATE OF INDIANA }
COUNTY OF Vanderburgh } SS

Before me, the undersigned, a Notary Public [illegible] 10th day of November 19 81 [illegible] Larry L. Charlton & Connie Charlton [illegible]

[illegible] January 2, 1982 [signature]
[illegible] Vanderburgh [illegible]

STATE OF INDIANA }
COUNTY OF } SS

[illegible]

This instrument was prepared for Southern Indiana Gas and Electric Company by [illegible] Jourdan

W.O. NO. 1116826; DOC. NO. 40927-3

EXHIBIT "A" (32 OF 47)

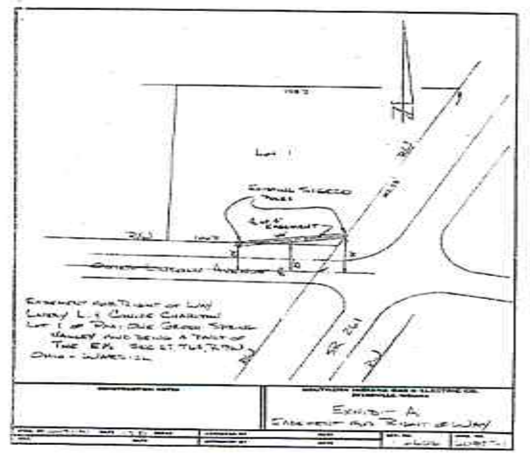

EXHIBIT "A" (33 OF 47)

EXHIBIT "A" (34 OF 47)

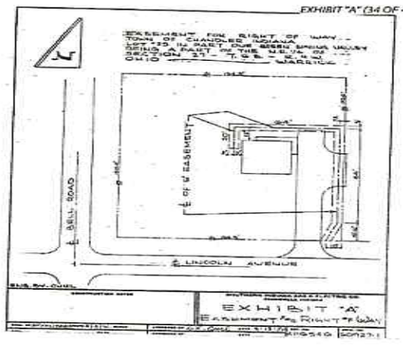

EXHIBIT "A" (35 OF 47)

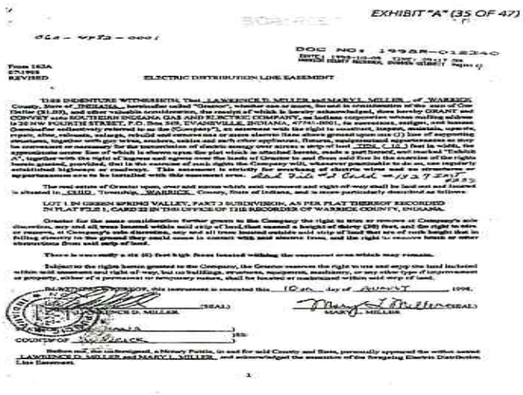

EXHIBIT "A" (36 OF 47)

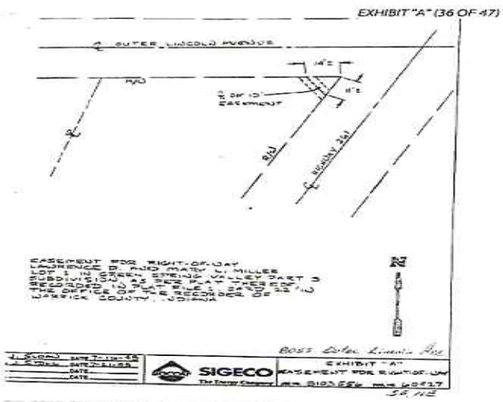

EXHIBIT "A" (37 OF 47)

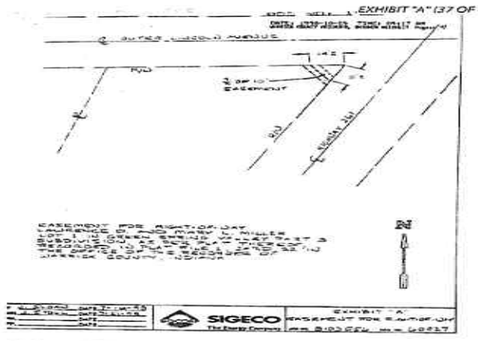

EXHIBIT "A" (38 OF 47)

EXHIBIT "A" (39 OF 47)

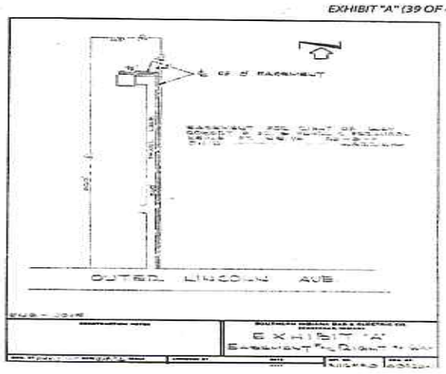

EXHIBIT "A" (40 OF 47)

EXHIBIT "A" (41 OF 47)

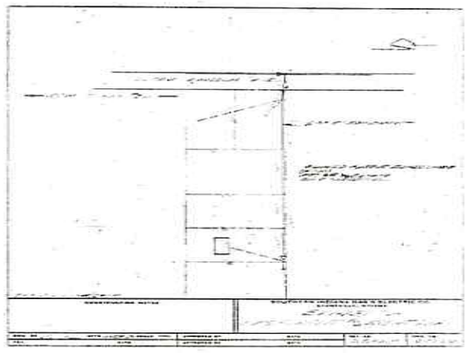

EXHIBIT "A" (42 OF 47)

EXHIBIT "A" (43 OF 47)

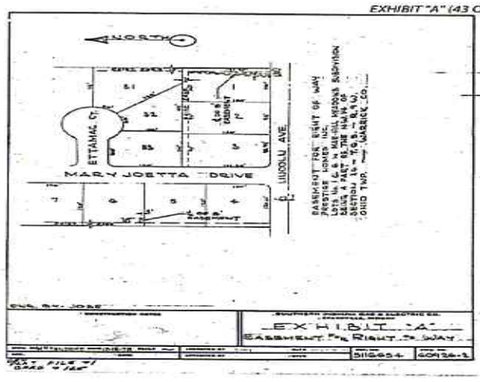

EXHIBIT "A" (44 OF 47)

EXHIBIT "A" (45 OF 47)

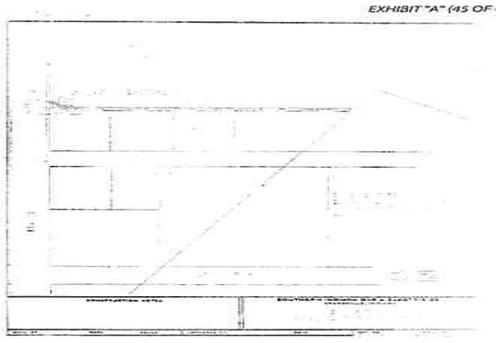

EXHIBIT "A" (46 OF 47)

79164

Form 142A
03/1988

ELECTRIC DISTRIBUTION LINE EASEMENT

THIS INDENTURE WITNESSETH, That MICHAEL W. COLLINS AND WANDA F. COLLINS, of WARRICK County, State of INDIANA, [illegible] the sum of One Dollar ($1.00), and other valuable consideration, [illegible] hereby GRANT and CONVEY unto SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation whose mailing address is 20 NW FOURTH STREET, P.O. Box 569, EVANSVILLE, INDIANA, [illegible] with the right to construct, reconstruct, [illegible] repair, alter, relocate, enlarge, rebuild and remove one or [illegible] electric lines underground and over, or partly underground and partly over, [illegible] together with pole lines, anchors, cables and such other appurtenances, fixtures, equipment, (3) [illegible] supporting structures [illegible] convenient or necessary for the transmission of electric energy, over, over, under and across a strip of land [illegible] feet in width, the approximate center line of which is shown upon the plat which is attached hereto, made a part [illegible] hereof, and marked "Exhibit A", together with the right of ingress and egress over the lands of Grantor [illegible]

The real estate of Grantor upon, over and across which said easement and right-of-way shall be laid out [illegible] is situated in DIRO Township, WARRICK County, State of Indiana, and is more particularly described [illegible] follows:

Part of the North Half of the Southeast Quarter of Section 22, Township 5 South, Range 9 West, as described by Deed File 3, Card 13407, as found in the office of the Recorder of Warrick County, Indiana.

Grantor for the same consideration further grants to the COMPANY the right to trim or remove, at COMPANY'S sole discretion, any and all trees located within said strip of land, and the right to trim or remove, [illegible] directly to the ground they could come in contact with said electric lines, and the right to remove brush or other obstructions from said strip of land.

Subject to the right herein granted to the COMPANY, the Grantor reserves the right to use and enjoy the [illegible] within said easement and right-of-way, but no buildings, structures, equipment, machinery, or any other [illegible] of improvements or property, either of a permanent or temporary nature, shall be located or maintained within said [illegible] of land.

IN WITNESS WHEREOF, this instrument is executed this 21st day of September, 1994

Michael W. Collins (SEAL)
Printed MICHAEL W. COLLINS

Wanda F. Collins (SEAL)
Printed WANDA F. COLLINS

STATE OF Indiana
COUNTY OF Vanderburgh } SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named MICHAEL W. COLLINS AND WANDA F. COLLINS and acknowledged the execution of the foregoing Electric Distribution Line Easement.

WITNESS my hand and Notarial Seal this 21st day of September, 1994

Notary Public
Printed

My Commission Expires: [illegible] County, State of Indiana

THIS INSTRUMENT WAS PREPARED BY C. E. OSWALD, JR. WITH INSTRUCTIONS BY: [illegible]

W. O. #3114627

DWG. #C027-4

EXHIBIT "A" (47 OF 47)

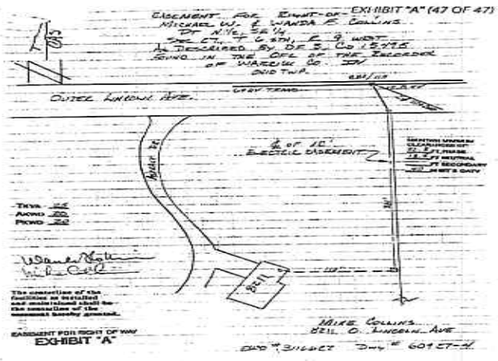

EXHIBIT "B"

ITEMIZED COST ESTIMATE

VECTREN ELECTRIC DISTRIBUTION

VECTREN

EXHIBIT "B" (1 OF 4)

Vectren Corporation
One Vectren Square
Evansville, IN 47708
Tel: 812-491-4000
Fax: 812-492-3000

June 21, 2016

Mark Riehle
Utility Coordinator
Lochmueller Group
6200 Vogel Road,
Evansville, IN 47715

RE: Vectren Electric Distribution Reimbursement
Small Culvert Replacement, Doc No 0500636

Dear Mr. Riehle,

The information provided is intended to define and outline the parameters of existing easement rights and to evaluate the cost to relocate portions of existing underground primary, 3 phase and single phase overhead crossings, and secondary service conductors.

In this, we have applied the same standard of assessing damage and practiced the same method of calculating these costs as we do for all INDOT mandated relocation projects. This well established procedure exemplifies the valued cooperation between the Indiana Department of Transportation and Vectren Energy Delivery Corporation and has been recognized to be an equitable method of settlement between these entities. Prior approvals have found the method to be compliant to Indiana Code 8-23-2-6, section 13(A) and Indiana Code 8-23-26, sections 5-14.

The project requires the following reimbursable relocations ($280,350.90):

- Relocate a 1 phase underground 12.47kv primary that runs from – Sta. 233+73, 40' Rt to – Sta. 244+15, 35' Rt + 3 Secondary underground service runs
- Relocate a 1 phase underground 12.47kv primary that runs from –Sta. 247+27,35' Rt to Sta 256+16, 37' Rt + 4 secondary underground service runs
- Overhead Secondary crossing at –Sta. 259+00,–Sta 267+55, –Sta 285+32, –Sta. 286+50, –Sta. 290+05
- Overhead primary(12.47kv) crossing at –Sta. 256+00, –Sta. 268+00, –Sta 272+30, –Sta. 278+30, –Sta 285+30, –Sta 293+75

VECTREN

EXHIBIT "B" (2 OF 4)

The project requires the following non-reimbursable relocations ($109,320.96):

- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from – Sta. 233+73, 35' Lt to 235+56, 19' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from – Sta. 237+32, 35' Lt to Sta. 239+14, 19' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from Sta. 241+75, 19' Lt to 241+86, 25' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from Sta. 245+00, 35' Lt, 245+24, 25' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from Sta. 249+98, 35' Lt, 250+24, 20' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from Sta. 254+07, 32' Rt to 256+24, 22' Lt
- Remove secondary vault and underground crossing and install 1 phase underground primary that runs from Sta. 232+90, 40' Rt to 233+73, 40' Rt
- Overhead primary crossing at –Sta. 232+90, –Sta. 244+40, – Sta. 247+27, – Sta. 257+60 (northeast corner of intersection), –Sta. 261+51, –Sta. 275+53, –Sta. 283+65,

All work described above is resulting from the proposed roadway reconstruction of Lincoln Avenue from Bell to Lane Road under INDOT Designation Number 0500636. Total cost for the relocation of existing facilities, to eliminate all conflicts, is $389,671.87. The total cost for reimbursable relocations pertained under existing easements or platted public utility easements is $280,350.90. To calculate the percent of eligible reimbursement, cost of reimbursable work was divided by total construction cost equaling 0.719 ($280,350.90/$389,671.87=0.719). Upon completion, Vectren will submit documentation of the total construction cost and will seek reimbursement for 72% of that amount.

Should you require additional information or have any questions, please feel free to call me at (812) 491-4707 or email me at jmclaugean@vectren.com

Sincerely,

Judy Chapman
Vectren Energy Delivery
812-491-4707 office
812-328-4029 cell

EXHIBIT "B" (3 OF 4)

[Total Relocation Construction Cost]

OUC Estimate

Cost Distribution						
Project Doc. No.	500636					
Estimator	Judy Chapman					
Estimate Date	6/21/2016					
Financial WO	Description	Plant Account	Total Material	Labor Cost	Total Cost	
1000001000312	Land Rights	360	0.00	0.00	0.00	
1000001000312	Poles, Towers & Fixtures	364	22000.00	66669.29	88669.29	
1000001000312	Overhead Conductors & Devices	365	4000.00	13000.00	17000.00	
1000001000312	Underground Conduit	366	8109.66	13392.96	21502.62	
1000001000312	Underground Conductors & Devices	367	46666.66	146666.66	206675.32	
1000001000312	Line Transformers	368	2000.00	6000.00	8000.00	
1000001000312	Services	369	2357.00	1420.21	3777.21	
1000001000312	Meters	370	0.00	0.00	0.00	
1000001000312	Street Lighting & Signal systems	373	0.00	0.00	0.00	
	Grand Total		125132.32	246148.52	371280.84	

EXHIBIT "B" (4 OF 4)

[Reimbursable Relocation Cost]

OUC Estimate

Cost Distribution						
Project Doc. No.	500636					
Estimator	Judy Chapman					
Estimate Date	6/21/2016					
Financial WO	Description	Plant Account	Total Material	Labor Cost	Total Cost	
1000001000312	Land Rights	360	0.00	0.00	0.00	
1000001000312	Poles, Towers & Fixtures	364	14000.00	44000.00	58000.00	
1000001000312	Overhead Conductors & Devices	365	2571.74	8571.16	11142.90	
1000001000312	Underground Conduit	366	4861.49	8026.15	12887.64	
1000001000312	Underground Conductors & Devices	367	32371.74	96666.66	129038.40	
1000001000312	Line Transformers	368	1000.00	3000.00	4000.00	
1000001000312	Services	369	1346.00	811.12	2157.12	
1000001000312	Meters	370	0.00	0.00	0.00	
1000001000312	Street Lighting & Signal systems	373	0.00	0.00	0.00	
	Grand Total		76630.97	255666.93	217226.07	

Contract No:R -36004 Change Order No.: 001

INDIANA Department of Transportation Page: 1

Construction Change Order and Time Extension Summary

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -36004
AE:Schum, Curtis
Letting Date:09/02/2015
PE/S:Price, Tyler
Status:Draft

Change Order Information
Change Order No.: 001
EWA: Y or Force Acct: N
Date Generated: 07/17/2016
Date Approved: 00/00/0000
Reason Code: SCOPE CHANGES, Project Upgrades
Description: Construction Revision No. 1 - Striping Plan

Original Contract Amount	$ 3,123,143.57	
Current Change Order Amount	$ 9,604.64	Percent: 0.308 %
Total Previous Approved Changes	$ 0.00	Percent: 0.000 %
Total Change To-Date	$ 9,604.64	Percent: 0.308 %
Modified Contract Amount	$ 3,132,748.21	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -36004 Change Order No.: 001

INDIANA Department of Transportation Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority
($ per Change Order)
(Days per Contract)
AE:_____ DCE:_____ SCE:_____* DDCM:_____*
(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by_____ Date Issued_____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager_____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____
Date to PM_____ Date Returned_____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by_____ Date_____
If N,Resolution: Approved _____ Disapproved _____
Resolved by_____ Date_____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -36004 INDIANA Date:07/14/2016
Change Order No:001 Department of Transportation Page: 3

Contract: R -36004
Project: 0500940 - State:0500940
Change Order Nbr: 001
Change Order Description: Construction Revision No. 1 - Striping Plan
Reason Code: SCOPE CHANGES, Project Upgrades

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment		Amount Change
0110	0500940	0120	802-05701	LFT	20.000	145.000	C	Amount:$	2,900.00
Item Description: SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE									
Supplemental Description1:									
Supplemental Description2:									
0122	0500940	0123	802-09538	SFT	28.000	54.050	C	Amount:$	1,514.24
Item Description: SIGN, SHEET, WITH LEGEND 0.080"									
Supplemental Description1:									
Supplemental Description2:									
0152	0500940	0152	808-08703	LFT	0.600	1505.000	C	Amount:$	903.40
Item Description: LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN									
Supplemental Description1:									
Supplemental Description2:									
0154	0500940	0155	808-75245	LFT	0.600	-1685.000	C	Amount:$	-1,011.00
Item Description: LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN									
Supplemental Description1:									
Supplemental Description2:									
0155	0500940	0156	808-75278	LFT	2.900	-630.000	C	Amount:$	-1,827.00
Item Description: TRANSVERSE MARKING, THERMOPLASTIC,									
Supplemental Description1:									
Supplemental Description2:									
0161	0500940	0162	808-75320	EACH	132.000	16.000	C	Amount:$	2,112.00
Item Description: PAVEMENT MSG MKG THERMO LANE IND ARROW									
Supplemental Description1: Bike Arrow									
Supplemental Description2:									
0162	0500940	0163	808-02977	EACH	258.920	18.000	C	Amount:$	4,734.40
Item Description: PAVEMENT MESSAGE MKKG THERMO BIKE SYMBOL									
Supplemental Description1:									
Supplemental Description2:									
0163	0500940	0164	808-08715	LFT	1.100	120.000	C	Amount:$	132.00
Item Description: LINE REMOVE									
Supplemental Description1:									
Supplemental Description2:									
0164	0500940	0165	808-11482	LFT	1.100	132.000	C	Amount:$	145.20
Item Description: LINE THERMOPLASTIC DOTTED WHITE 4 IN									
Supplemental Description1:									
Supplemental Description2:									

Total Value for Change Order 001 = $ 9,604.64

Contract No:R -36004
Change Order No:001

INDIANA
Department of Transportation

Date:07/14/2016
Page: 4

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation:

Change Order No. 1 will include the revisions to the pavement marking striping plan for the addition of bicycle lanes on R-30004 Oak Grove Road Phase II as per Construction Revision No. 1 from INDOT dated April 13, 2016. This change order will adjust quantities for existing items and add four new pay items. See attached for revised striping plans.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: RAGLE, INC. Signed By:

Date: 7/19/16

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36004
Change Order No:001

INDIANA
Department of Transportation

Date:07/14/2016
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

RAGLE INC.

July 19, 2016

Mr. Tyler Price, P.E.
Area Supervisor
American Structure Point, Inc.
20 East Sycamore St.
Evansville, IN 47713

RE: R-30004-A Change Order Proposal – Striping Elements

Dear Mr. Price:

Ragle, Inc. is submitting the following change order proposal in reference to the requested construction change from INDOT regarding the added striping elements. Pricing has been prepared utilizing mark-ups per Indiana Department of Transportation Standard Specification 109.05 "Extra Work and Force Account Work." The pricing will be as follows:

Item 163 - 888.8207 - PAVEMENT MARKING,

LABOR/EQUIPMENT	COST	MARKUP	TOTAL
LABOR	$ -	15%	$ -
EQUIPMENT	$ -	15%	$ -
MATERIAL	$ -	15%	$ -
SUBCONTRACTOR	$ 1,000.00	15%	$ 1,150.00
Item 163 - 888.8207 - PAVEMENT MARKING - Bike Lanes - Thermo - Bike Lanes		Total	$ 1,150.00
		Unit Price	$ 1,150.00

Item 163 - 888.8207.15 Line, Remove

LABOR/EQUIPMENT	COST	MARKUP	TOTAL
LABOR	$ -	15%	$ -
EQUIPMENT	$ -	15%	$ -
MATERIAL	$ -	15%	$ -
SUBCONTRACTOR	$ 1,000.00	15%	$ 1,150.00
Item 163 - 888.8207.15 Line, Remove		Total	$ 1,150.00
		Unit Price	$ 1,150.00

Item 163 - 888.11163 Line, Thermo, Dotted,

LABOR/EQUIPMENT	COST	MARKUP	TOTAL
LABOR	$ -	15%	$ -
EQUIPMENT	$ -	15%	$ -
MATERIAL	$ -	15%	$ -
SUBCONTRACTOR	$ 1,000.00	15%	$ 1,150.00
Item 163 - 888.11163 Line, Thermo, Dotted, White, 4 in		Total	$ 1,150.00
		Unit Price	$ 1,150.00

Item 163 - Preformed Arrows For Bike Lane

LABOR/EQUIPMENT	COST	MARKUP	TOTAL
LABOR	$ -	15%	$ -
EQUIPMENT	$ -	15%	$ -
MATERIAL	$ -	15%	$ -
SUBCONTRACTOR	$ 1,000.00	15%	$ 1,150.00
Item 163 - Preformed Arrows For Bike Lane		Total	$ 1,150.00
		Unit Price	$ 1,150.00

We trust this meets your requirements. If questions or comments arise please feel free to contact me at your earliest convenience.

Cordially,

Hunter Fields

Hunter Fields
Ragle, Inc.
Project Manager
Cc: Ragle, Inc. File #2015-016
Ms. Ashly Wehr, Ragle, Inc.

- 1 - 7/19/2016

Price, Tyler

From: Hunter Fields <hfields@ragleinc.com>
Sent: Wednesday, May 18, 2016 1:59 PM
To: Price, Tyler
Subject: R-36001-A Change Order Proposal #01 - Striping Elements

Tyler,

The additional arrows that CLS has issue with is do to the following reason:

Item 158 is a thermoplastic arrow, the difference is the size and shape and the compacted area we have to install in. We install the lane indication arrows with our applicators , but the bike lane arrows we order preformed, so they are more expensive.

CLS would like to receive $120.00 per each for the preformed arrows, with my markup it is $132.00/each.

Discuss this with Lochmueller and Bobby and let me know if I need to create a formal CO proposal for this addition.

Thank you,

HUNTER D. FIELDS
RAGLE, INC.
(812) 853-9558 office
(812) 853-9578 fax
(812) 499-6920 cell

R-36004 Construction Change #1

Item No.	Item	Unit	Plan Quantity	Adj. Quantity	CO Quantity	Unit Price	CO Cost
0110	Sign Post, Square, Type 1, Reinforced Anchor Base	LF	190.00	285.00	95.00	$20.00	$1,900.00
0154	Line, Thermoplastic, Solid, White, 4 in.	LF	3465.00	4465.00	1000.00	$0.60	$600.00
0154	Line, Thermoplastic, Solid, Yellow, 4 in.	LF	7240.00	10940.00	3700.00	$0.60	$2,220.00
0154	Pavement Message Marking, Thermo, Bike Symbol	EA	5.00	8.00	3.00	$337.00	$1,011.00
0154	Pavement Message Marking, Thermo, Bike Arrow	EA	5.00	16.00	11.00	$112.00	$1,232.00
0154	Pavement Message Marking, Thermo, Blue Symbol	EA	5.00	16.00	11.00	$321.00	$3,531.00
0154	Line, Thermoplastic, Dotted, White, 4 in.	LF	5.00	132.00	127.00	$1.00	$127.00
							$9,614.44

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N618
Indianapolis, Indiana 46204

PHONE: (317) 234-5641

Michael R. Pence, Governor
Brandye L. Hendrickson, Commissioner

April 13, 2016

CONSTRUCTION CHANGE

Contract No: R-36004
Route: ST 1015
Des No: 0900640
Location: Oak Grove Rd from 0.10 mi E of Libbert Rd to Hickory View Ln
Road Reconstruction
Warrick County

TO: Rusty Fowler
District Deputy Commissioner

ATTN: Bart Mueller
Construction Director

Shawn Will
Project Manager

FROM: Scott Teal
Final Tracings Specialist
INDOT-Research & Documents Library

Transmitted herewith are copies of revised plan sheets for Contract No. R-36004. The revisions involve the following:

Please note the following items:
1. The following plan sheets were revised in Construction Change: Dated: 3/10/2016
Sheets 2-A, 34-A, 35-A, 36-A, 37-A, 37-1

Please have the project engineer/supervisor prepare a Change Order addressing any revised pay quantities.

Two (2) sets of the revised plan sheets are for your files and two (2) sets are for the project engineer/supervisor.

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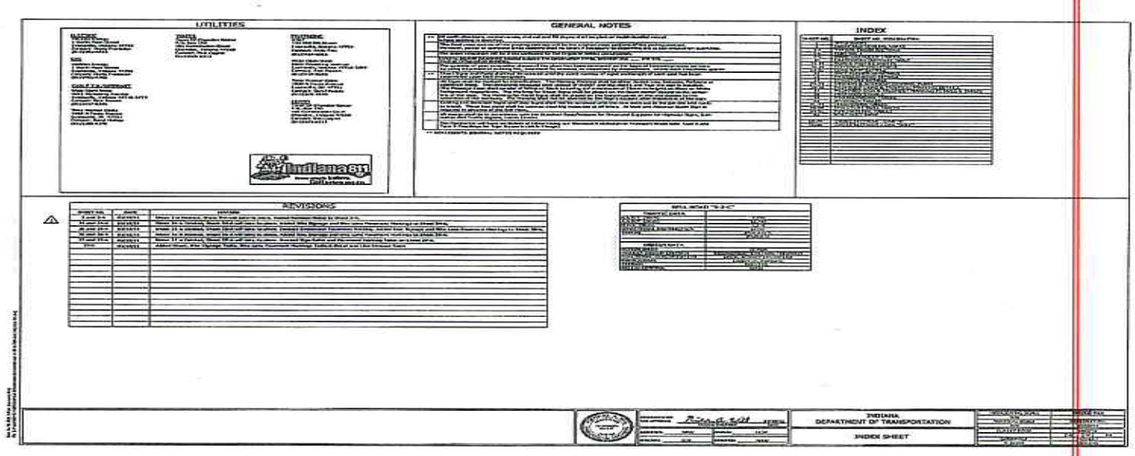
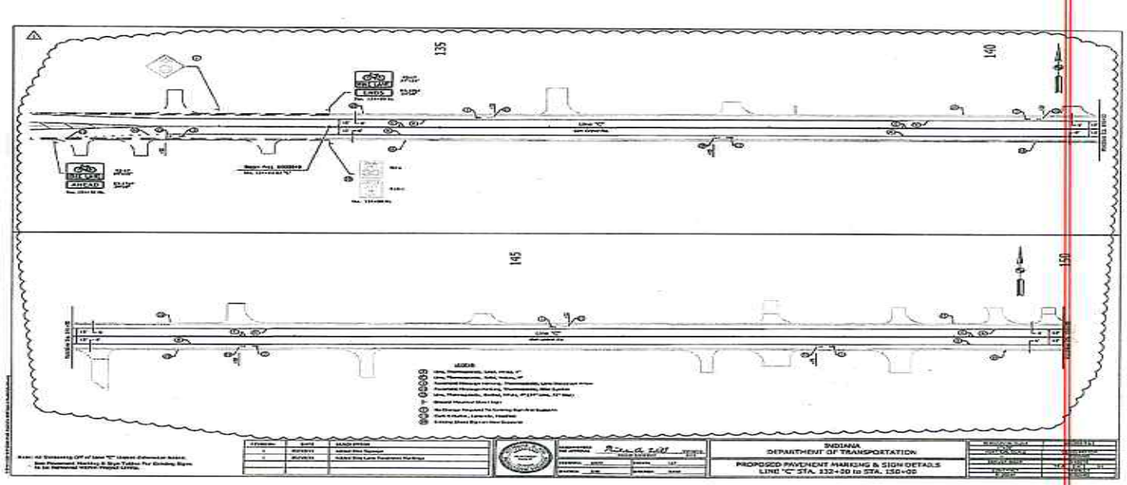
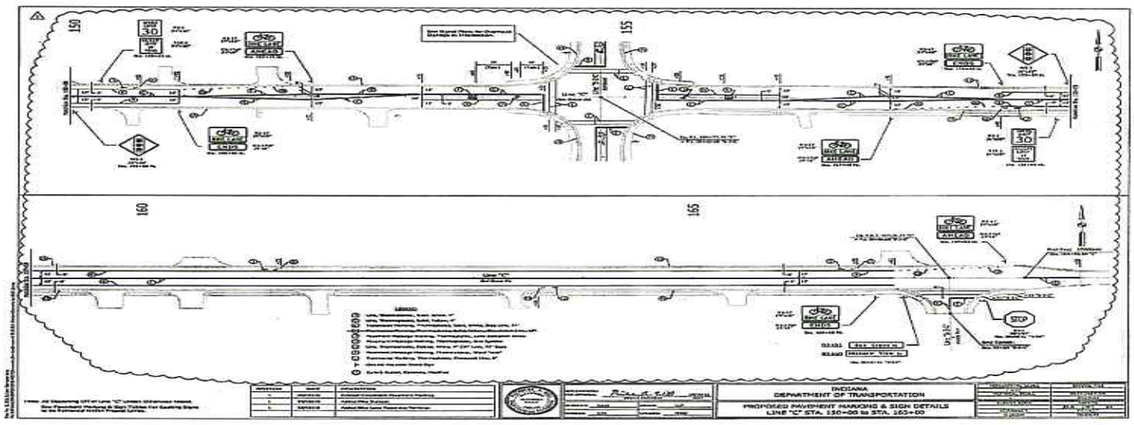
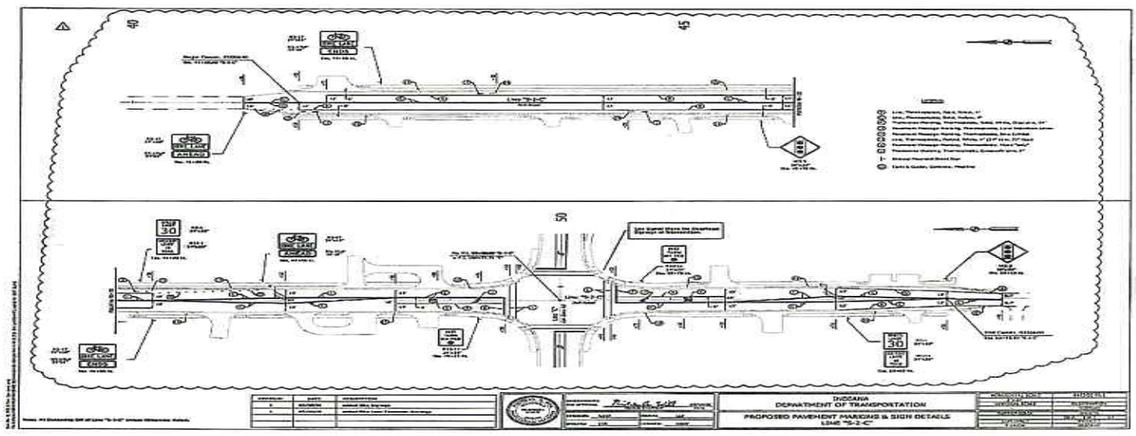
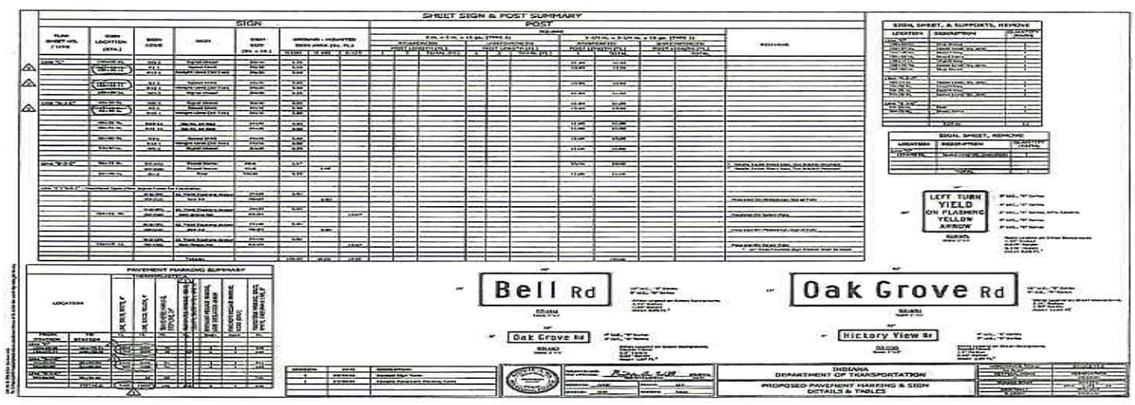
Indiana

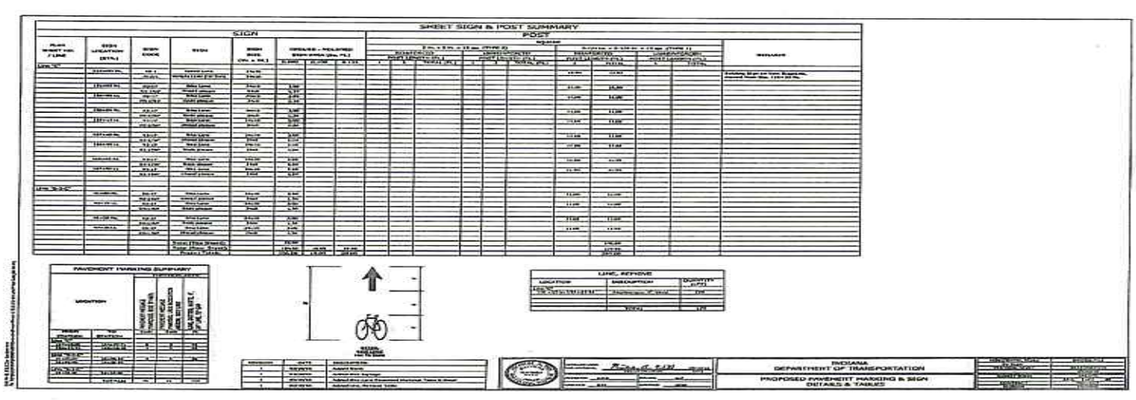





INDIANA
DEPARTMENT OF TRANSPORTATION
PROPOSED PAVEMENT MARKING & SIGN DETAILS
LINE "C" STA. 150+00 to STA. 165+00


INDIANA
DEPARTMENT OF TRANSPORTATION
PROPOSED PAVEMENT MARKING & SIGN DETAILS
LINE "S-2-C"


SHEET SIGN & POST SUMMARY
Bell Rd
Oak Grove Rd
Oak Grove Rd
Hickory View Dr
INDIANA
DEPARTMENT OF TRANSPORTATION
PROPOSED PAVEMENT MARKING & SIGN DETAILS & TABLES


SHEET SIGN & POST SUMMARY
INDIANA
DEPARTMENT OF TRANSPORTATION
PROPOSED PAVEMENT MARKING & SIGN DETAILS & TABLES

INDIANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PAY ITEMS

PAGE: 11

CONTRACT ID: R -36004-A

LETTING DATE: September 02, 2015
REVISED:

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0109	720-98555 INLET, C15	EACH 27.000		.		.
0110	801-02290 CONSTRUCTION SIGN, C	EACH 4.000		.		.
0111	801-04308 ROAD CLOSURE SIGN ASSEMBLY	EACH 6.000		.		.
0112	801-06203 TEMPORARY PAVEMENT MARKING, 4 IN	LFT 1800.000		.		.
0113	801-06207 TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN	LFT 500.000		.		.
0114	801-06625 DETOUR ROUTE MARKER ASSEMBLY	EACH 34.000		.		.
0115	801-06640 CONSTRUCTION SIGN, A	EACH 24.000		.		.
0116	801-06775 MAINTAINING TRAFFIC	LUMP	LUMP			.
0117	801-07119 BARRICADE, III-B	LFT 148.000		.		.
0118	802-04069 SIGN, SHEET, REMOVE	EACH 1.000		.		.
0119	802-05701 SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT ~~130.000~~	284.00	.		.

INDIANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PAY ITEMS

PAGE: 12

CONTRACT ID: R -36004-A

LETTING DATE: September 02, 2015
REVISED:

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0120	802-07059 SIGN, SHEET, AND SUPPORTS, REMOVE	EACH 13.000		.		.
0121	802-09837 SIGN, DOUBLE-FACED, SHEET, WITH LEGEND 0.080 IN THICKNESS	SFT 2.000		.		.
0122	802-09838 SIGN, SHEET, WITH LEGEND 0.080"	SFT ~~102.000~~	156.08	.		.
0123	802-09839 SIGN, DOUBLE-FACED, SHEET, WITH LEGEND 0.100 IN THICKNESS	SFT 2.000		.		.
0124	802-09840 SIGN, SHEET, WITH LEGEND 0.100 IN	SFT 16.000		.		.
0125	802-09842 SIGN, SHEET, WITH LEGEND 0.125 IN THICKNESS	SFT 28.000		.		.
0126	805-01815 SIGNAL POLE FOUNDATION, 36 IN X 144 IN	EACH 2.000		.		.
0127	805-01842 HANDHOLE, SIGNAL, TYPE 1	EACH 4.000		.		.
0128	805-02150 PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 16 IN	EACH 8.000		.		.
0129	805-02645 SIGNAL PEDESTAL FOUNDATION, A	EACH 8.000		.		.
0130	805-09540 LOOP DETECTOR RACK	EACH 1.000		.		.

INDIANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PAY ITEMS

PAGE: 13

CONTRACT ID: R -36004-A

LETTING DATE: September 02, 2015
REVISED:

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0131	805-11017 PEDESTRIAN PUSH BUTTON, APS	EACH 8.000		.		.
0132	805-78109 CONTROLLER AND CABINET, SECONDARY, MEMO DRIVEN, 8 PHASE	EACH 1.000		.		.
0133	805-78205 TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN	EACH 8.000		.		.
0134	805-78225 TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN	EACH 4.000		.		.
0135	805-78415 SPAN, CATENARY, AND TETHER	EACH 1.000		.		.
0136	805-78420 DISCONNECT HANGER	EACH 4.000		.		.
0137	805-78445 SIGNAL SERVICE	EACH 1.000		.		.
0138	805-78467 SIGNAL CABLE, SERVICE, COPPER, 3C/8GA	LFT 50.000		.		.
0139	805-78470 SIGNAL CABLE, ROADWAY LOOP, COPPER 1C/14GA	LFT 4200.000		.		.
0140	805-78480 SIGNAL CABLE, CONTROL, COPPER 3C/14GA	LFT 1070.000		.		.
0141	805-78485 SIGNAL CABLE, CONTROL, COPPER 5C/14GA	LFT 1510.000		.		.

INDIANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PAY ITEMS

PAGE: 14

CONTRACT ID: R -36004-A

LETTING DATE: September 02, 2015
REVISED:

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	UNIT PRICE CTS	BID AMOUNT DOLLARS	BID AMOUNT CTS
0142	805-78490 SIGNAL CABLE, CONTROL, COPPER 7C/14GA	LFT 140.000		.		.
0143	805-78495 SIGNAL CABLE CONTROL, COPPER 9C/14GA	LFT 650.000		.		.
0144	805-78510 SIGNAL CABLE, DETECTOR LEAD-IN COPPER 2C/16GA	LFT 2640.000		.		.
0145	805-78785 SIGNAL DETECTOR HOUSING	EACH 8.000		.		.
0146	805-78795 SAW CUT FOR ROADWAY LOOP AND SEALANT	LFT 1500.000		.		.
0147	805-78925 CONTROLLER CABINET FOUNDATION, P1	EACH 1.000		.		.
0148	805-81032 SIGNAL STRAIN POLE, STEEL, 30 FT	EACH 2.000		.		.
0149	805-90005 SIGNAL POLE, PEDESTAL, 10 FT	EACH 8.000		.		.
0150	805-92504 LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EACH 11.000		.		.
0151	805-95510 CONDUIT FLEXIBLE 2"	LFT 810.000		.		.
0152	808-06703 LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT ~~5680.000~~	7189.00	.		.

INDIANA DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PAY ITEMS

PAGE: 15

CONTRACT ID: B -35004-A

LETTING DATE: September 02, 2015
REVISED:

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0153	808-09301 RETRO-REFLECTIVITY TESTING	LUMP	LUMP			
0154	808-75245 LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	13340.000	10594.00		
0155	808-75270 TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12"	LFT	240.000	0.00		
0156	808-75297 TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	150.000			
0157	808-75300 TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, 9"	LFT	579.000			
0158	808-75320 PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EACH	4.000	20.00		
0159	808-75325 PAVEMENT MESSAGE MARKING, THERMOPLASTIC, (ONLY)	EACH	4.000			
	SECTION 0001 TOTAL					
	TOTAL BID					

808-02977 PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EACH	18
808-06716 LINE REMOVE	LFT	120
808-11482 LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	132