WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 12, 2016
4:00 P.M.

The Warrick County Commissioners met in regular session with Don Williams, President; and Marlin Weisheit; Member. Attorney Todd Glass attended. Commissioner Richard Reid was not in attendance.

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

Auditor Debbie Stevens, Chief Deputy Auditor, BJ Farrell, and Secretary Kristine Georges attended and recorded the minutes.

PLEDGE OF ALLEGIANCE

Don Williams: Thank you. Please be seated.

AREA PLANNING COMMISSION
STREET CONSTRUCTION PLANS
ALCOA-APGI SUBDIVISION PP-16-13

Don Williams: We'll start with our Area Plan Business. Sherri, if you'd like to take off on that.

Sherri Rector: Okay, thank you. The first two (2) items are Street Construction Plans. The first one is Primary Plat 16-13, Alcoa-APGI Subdivision, by Alcoa-APGI by Monica Trott, Director of Global Real Estate. Owner is Alcoa and Alcoa Generating Corporation by Monica Trott, Director of Global Real Estate. This is one thousand fifty-three point one, five (1,053.15) acres located on the south side of State Road 66, approximately zero (0) feet southwest of the intersection of State Road 66 and 61 in Anderson Township. They're here asking no improvements be required to Derrington Road, which has been reviewed by Mr. Howard. They're simply doing a subdivision to get it into different entities' names. The Surveyor-Engineer is here.

Don Williams: Someone here to represent? There you go. If you would, come on up. For the record, state your name and who you're with and who you represent.

Kevin Hennessy: Yes, my name is Kevin Hennessy with Hennessy Surveying.

Don Williams: Are you representing Alcoa in this matter?

Kevin Hennessy: Yes, I am.

Don Williams: Okay. You've anything you'd like to say, Mr. Hennessy?

Kevin Hennessy: No. There's, no improvements are planned at this time.

Don Williams: Maybe be developing soon?

Kevin Hennessy: Not that I know of.

Don Williams: Okay, any questions from the Board?

Marlin Weisheit: I have none.

Don Williams: Mr. Howard, anything from Engineering on the request?

Bobby Howard: I'd recommend the approval that no improvements be required.

Don Williams: If no other questions, I entertain a motion.

Marlin Weisheit: Make a motion to approve.

Don Williams: I'll second the motion. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Kevin Hennessy: Thank you.

Marlin Weisheit: Thank you, Kevin.

Sherri Rector: Thank you.

(ALCOA PP-16-13 is located on Page 24 of these Official Minutes)

ALLEN MEDICAL SUBDIVISION PP-16-14

Sherri Rector: Okay, the next Primary Plat is Primary Plat 16-14, Allen Medical Subdivision, by MSK Holdings, LLC, Phillip Rawley, President. Owner MSK Holdings, LLC by Phillip Rawley, President. This is fifty-five point seven, eight, five acres (55.785) located on the north side of Warrick Trail approximately zero (0) feet northeast of the intersection of

Epworth Road and Warrick Trail in Ohio Township. This is a proposed three (3) lot Subdivision. Mr. Howard the County Engineer has reviewed the Street Construction Plans.

Don Williams: Thank you. If you would, state who you are and who you represent.

Marco DeLucio: My name is Marco DeLucio, D-e-L-u-c-i-o, and I am here representing MSK. With me is Jim Farny, the Project Engineer from Bernardin Loch, or from Loch...Lochmueller and Associates, okay, sorry.

Don Williams: Lochmueller Group, changed their names. Do either one of you, Gentlemen, have anything that you'd like to say for this petition?

Jim Farny: As you know we're building a, or proposing a three (3) lot Subdivision in the north end of the Subdivision, abuts a piece of property of which your long range plans called for the construction of a road called Vann Road and as part of the Plat we have agreed to build two (2) lanes of that facility along our north line for approximately seven hundred and fifty (750) feet. And it's a very simple plan but that's the, that's the gist of why, why we're here. All the other, all the lots will also access the Wellness Trail to the south.

Don Williams: Thank you. Mr. Howard? Comments?

Bobby Howard: I believe one of the lots will, they'll still access Epworth Road as well, correct?

Jim Farny: Yes, there is the Lot 1 and the one furthest west, also shows a proposed curb cut onto Epworth.

Bobby Howard: Okay, but I have reviewed the plans and they meet our Subdivision Control Ordinance, so I'd recommend approval.

Don Williams: Any questions from the Board?

Marlin Weisheit: I have none.

Don Williams: I'll entertain a motion.

Marlin Weisheit: Make a motion to approve.

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

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Jim Farny: Thank you.

Don Williams: Thank you very much.

Marlin Weisheit: Thank you.

(Allen Medical, PP-16-14, is located on Pages 24 through 25 of these Official Minutes)

REZONING PETITIONS
PC-R-16-08

Sherri Rector: Okay, the next item is Rezoning Petition. It is PCR-16-08 Petition of 2400 Green River Investments, LLC, by Chris Combs, President, is the applicant and owner to rezone eight point eight, eight (8.88) acres located on the east side of Bell Road approximately zero (0) feet east of the intersection of Bell Road and Frontier Drive in Ohio Township from "A" Agriculture to "PUD" Planned Unit Development consisting of "R-2" Multi-Family Zoning District. It was a unanimous recommendation of approval by the Planning Commission at their August 8th meeting. I do have a Plat with me if you need to see it. But I believe it was already approved.

Don Williams: I think we have copies.

Sherri Rector: Okay.

Don Williams: Mr. Combs, how are you, Sir?

Chris Combs: Yes.

Don Williams: If you would introduce yourself and...

Chris Combs: I'm Chris Combs. I'm here representing 2400.

Don Williams: Okay, thank you.

Chris Combs: Thank you.

Don Williams: Do you have anything to add to the Rezoning Petition?

Chris Combs: I do not.

Don Williams: Is there one, anyone here that'd like to speak for or against the Petition? Are there any questions from the Board?

Marlin Weisheit: I have none.

Don Williams: Hearing that, I'll entertain a motion.

Roger Emmons: Do we have an Ordinance for this?

Sherri Rector: We need a...

Don Williams: I need, I need an Ordinance Number.

Roger Emmons: Ordinance will be 2016-16.

Don Williams: 2016-16

Marlin Weisheit: Make it a motion to approve Ordinance 2016-16.

Don Williams: I'll second that motion. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Chris Combs: I do have one more thing for the Commissioners.

Don Williams: Yes, sir?

Chris Combs: I wanted to personally thank you for giving Donnie and I a little extra time on the seeding out at Bellevue. We will be one hundred percent (100%) complete with all the seeding at Bellevue tomorrow.

Don Williams: Great.

Chris Combs: I again did visit the site today, which we welcomed them. But anyway we'll, it's in great shape. Everything's been taken care of, all erosion control, everything, so...

Don Williams: Did they seem happy with the progress?

Chris Combs: They're never happy, Sir. Sorry.

Marlin Weisheit: They, they've been on us too, as well (inaudible) but...

Chris Combs: So anyway, there's never, I mean there is never, I mean, we tried to lay down in the road to stop him, but he wouldn't stop. No, I'm just kidding but...

Marlin Weisheit: But I, I appreciate you stayin' with it till you're done.

Chris Combs: But, and I just want to thank you all for being patient. Obviously the weather was not very conducive to getting it done, but I think you'll be well pleased if you drive through the site.

Marlin Weisheit: We seen some pictures today. It looks very good, so keep it up.

Don Williams: Yeah, looks good.

Marlin Weisheit: Yeah, thanks, Chris.

Chris Combs: Thank you very much.

Marlin Weisheit: Alright.

(Rezoning Petition PC-R-16-08/Ordinance 2016-16, is located on Page 25 through 26 of these Official Minutes)

EXPIRATION OF SURETY
COMMERCIAL DRIVEWAY C-14-004

Don Williams: We have...

Sherri Rector: Oh, okay. Next one are ordinances, amending the Comprehensive Zoning Ordinance.

Don Williams: No, we, we got...

Sherri Rector: Oh, oh, I'm sorry. I was getting these ready for you and skipped over...Expiration of Surety, Commercial Driveway, Commercial 14-004 by T. Steele Construction, INC, Tom Steele, President, 5840...or 55 Martin Road. We are holding twenty-five hundred dollars ($2,500.00) this, they've had two (2) years. The time limit expires September the 12th. They are requesting a six (6) month extension. This is the one you had me write the letter to for the tower the last meeting.

Don Williams: Is there anyone here representing? They talked like six (6) months would be enough (inaudible).

Sherri Rector: Um hum.

Marlin Weisheit: I make a motion to approve the six (6) month extension.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

(Expiration of Surety is located on Pages 26 of these Official Minutes)

ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE ORDINANCE 2016-17

Don Williams: Okay, now we got your Ordinances.

Sherri Rector: Now we got the Ordinances. The first one is an Ordinance to Amend Article 12, Residential Office, R-O District, Section 1, Use Regulations, by deleting Subsections 2 and 3, of the Comprehensive Zoning Ordinance in effect for Warrick County, Indiana. The purpose of this Ordinance is to delete certain Uses from this District to Incorporate into the C-1. It was a unanimous recommendation of approval by the Planning Commission at their August 8th meeting. What this is deleting is, out of the Residential District is offices for the conduct of real estate, mortgage, financing, insurance, or offices of architects, attorneys, accountants, tax consultants, engineers, dental, or medical, including clinics, offices of other professions, or businesses not involving the sale, handling of merchandise on the premises. And 3...number 3 is banks and finance offices. What this is doing is taking them out of the Residential Office and the next one is putting it in the Commercial Districts.

Don Williams: Any questions from the Board? Or any other person?

Marlin Weisheit: I have none.

Don Williams: I'll assume the Ordinance number is 2016-17?

Roger Emmons: Correct.

Marlin Weisheit: You ready for a motion?

Don Williams: I am ready for a motion.

Marlin Weisheit: I'll make a motion to approve Ordinance number 2016-17.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0). Thank you.

(Ordinance 2016-17 is located on Page 27 of these Official Minutes)

ORDINANCE 2016-18

Sherri Rector: And the next one is an Ordinance to Amend Article 13, Neighborhood Commercial, C-1, District 3, Permitted Uses, Subsection 12 of Comprehensive Zoning Ordinance. It affects Warrick County, Indiana. The purpose of this Ordinance is to add the Uses deleted from the R-O that I just read.

Don Williams: I noticed, since they're worded just a little bit differently, but I didn't see a problem with it. This was a little more general then the last one.

Sherri Rector: Oh, okay.

Don Williams: Are there any questions from the Board?

Marlin Weisheit: I have none.

Don Williams: Hearing none, I'll ask for a motion.

Marlin Weisheit: Make a motion to approve Ordinance number 2016-18.

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

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

(Ordinance 2016-18 is located on Page 27 of these Official Minutes)

ORDINANCE 2016-19

Sherri Rector: Okay, the next one is an Ordinance to Amend Article 2, Definitions, Section 2, Terms Defined, Garage, Private, of the Comprehensive Zoning Ordinance in effect for Warrick County, advertised in the Standard, July the 28th. It was a unanimous recommendation of approval by the Planning Commission on August the 8th. The purpose of this Ordinance is to remove the one and a half (1 ½) ton capacity of vehicles. It has gotten to, before this is like a garage at your house, what is one and a half (1 ½) ton capacity, that's what it read. And so people couldn't even drive their work trucks home because some of 'em exceeded the ton and a half (1 ½T), and so it was the recommendation of the Planning Commission to amend this. If you wanna drive your work truck home, you can drive your work truck home, put it in your garage. And that's...

Don Williams: So this is opening it up a bit, that's good, always. Yeah, I read that the way it was presented, you know, I first read it's, the way it is, instead of the way it's supposed to be.

Sherri Rector: Right.

Don Williams: You couldn't park your ton (1) or ton and a half (1 ½). This opens up where you can park all those work trucks. Any questions?

Marlin Weisheit: I have none.

Don Williams: Entertain a motion.

Marlin Weisheit: Make a motion to approve Ordinance number 2016-19.

Don Williams: I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Sherri Rector: That's all I have, thank you.

Marlin Weisheit: Thank you, Sherri.

Don Williams: Thank you.

Roger Emmons: (Inaudible).

Sherri Rector: Yeah.

(Ordinance 2016-19 is located on Page 27 of these Official Minutes)

APPROVAL OF MINUTES

Don Williams: We have the Minutes to consider for Approval for August the 22nd, 2016.

Marlin Weisheit: I make a motion to approve the Minutes for the August 22nd meeting.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

ITEMS FOR DISCUSSION
PEABODY MINE REQUEST FOR ROAD CLOSURES

Don Williams: Items for Discussion, Mr. Emmons?

Roger Emmons: Thank you, Mr. President. David Spradling of Peabody Wild Boar Mine is here to Request Temporary Closure of portions of Tecumseh Road and Eby Road. David, if you would come to the podium please. Let me get to my items here. I had done 'em. There's been a number of emails going back and forth on this. Most recently was last Friday. When I received it, sent it to you and Todd and Bobby. That had attached a Draft Agreement Order and a Letter signed by the Trustees of the Mount Zion Cemetery Association, whereas they stated they were okay with the Temporary Closure. I had previously, back on August the 4th, emailed David's Draft of the Petition for the Temporary Closure, and, by the way, I have the original of that plus the original Letter from the Mount Zion Cemetery Board that David gave to me prior to the meeting. The one thing that I noticed...

Todd Glass: (Inaudible) ruling (inaudible).

Roger Emmons: Was that on the map I'm showin' Tecumseh Road and Eby Road South, that they have stated they're going to build a gate just back from Lynnville Highway on Tecumseh Road. But I didn't find that in the Documents, unless I just overlooked it. And I state here today that I'll have to defer to Todd whether or not that point should be in the Documents. I would think it should be, but it's up to our Counsel.

Todd Glass: Yeah, it probably should be, and would there be a Bond on this?

Roger Emmons: Yeah, there will be a Bond. It's all in there. I think Bobby and I discussed prior to the meeting that perhaps the Board could approve this contingent upon Bobby setting the amount of the Bonds plus the amount each year for lost mileage. You know the Agreement, correct me if I'm wrong, David, is based upon the last one...

David Spradling: Exactly.

Roger Emmons: We did from, it just changes the dates...

David Spradling: Um hum.

Roger Emmons: And I would also note that there are no people living along either of the roads involved. All the property belongs to Peabody. Did you sell that last house? Or...

David Spradling: Yes, we did.

Roger Emmons: You got that done.

David Spradling: Um hum, um hum.

Roger Emmons: So, it's all clear and...

Todd Glass: I, except for the gate, and, and the Bond, I don't think I printed the Order out. I've got the Petition, but the, the Commissioners could consider and approved that on the condition that those two (2) terms are filled in appropriately.

Roger Emmons: Yeah. As long as Bobby's okay with the spec...specifications.

Bobby Howard: There's one (1) more term I think that we left off a width for Tecumseh Road. That hadn't been determined. It, it had the...

David Spradling: There was a blank for that line.

Bobby Howard: Yeah, there's a blank there. So I would need to...

David Spradling: It was to be inserted by you.

Bobby Howard: Yeah, so I'll need to...

Don Williams: Is there a blank for the surface also?

Bobby Howard: It's aggregate.

Don Williams: You're gonna turn a paved road into a rock road?

Bobby Howard: For su...for...all I have is a Petition of the Order.

David Spradling: Would you like to copy these?

Todd Glass: Um hum.

Bobby Howard: The portion of Tecumseh Road that you were doing, Eby Road, is aggregate, is that correct?

David Spradling: Yes.

Don Williams: Part of it is.

David Spradling: Eby Road is, yes, um hum.

Marling Weisheit: You know, my thought on this, any of these roads they close, as they open them, we ought to give them so much time to put 'em back in asphalt. Because eventually we're gonna have to asphalt that road...

Bobby Howard: Correct.

Marling Weisheit: We're doin' it in all the mining areas. And you know, we brought this up a few years ago, and I think we was all pretty well in favor of it. Any roads that was closed, we want 'em put back blacktop within two (2) years after it being open.

Bobby Howard: See E...Eby Road was, is a existing aggregate roadway. I believe they asked to go back with aggregate. Tecumseh Road is blank has not been determined on the width. It does list it as (inaudible).

Marling Weisheit: We're dealin' with Weyerbacher Road now...

David Spradling: Um hum.

Marling Weisheit: Tryin' to get it back. This year we laid a (1) mile of blacktop on it. I mean, eventually we're gonna have to put these roads back in blacktop...

David Spradling: Right.

Marlin Weisheit: You know it's, it's just something I think we need to ask you to do as you open 'em back up, in an amount of time, I mean...

Bobby Howard: So it would need to be approved, subject to...

Marlin Weisheit: Yeah. And this section you're gonna put back in the same spot, aren't you, David?

David Spradling: Yes, yes.

Marlin Weisheit: Cause I guess years ago they approved that, and I'm gettin' some, you know, some feedback from people that's kinda upset because it was allowed to be put back in a different spot on existing haul road and now we've got property that's split down the middle...

David Spradling: Um hum.

Marlin Weisheit: And I don't know if there's any way we can go back, do about that. But I'd like to see that road put back to the original spot, but I know...

David Spradling: Which road is that?

Marlin Weisheit: Eby Road.

David Spradling: Oh, was it Eby Road?

Marlin Weisheit: On, on, on over there between, I guess, Kelley Road and, where is it...

Don Williams: Hart?

Marlin Weisheit: Hart Road? Or in that area.

Don Williams: Right.

Bobby Howard: It runs all the way to Dickeyville.

Don Williams: Yeah.

David Spradling: Yeah.

Marlin Weisheit: Yeah, and it's where the Motorcycle Club owns property and you know, the original road would have been to the end of their property and I think they acquired that from Blossingers, whoever at the time. But now there's a strip of ground between the existing Eby road and their property that could be developed. You know, it, it, it just splits a tract of property so, I don't wanna make mistakes that we're gonna have to answer for a few years down the road.

Don Williams: It was, it was put back the way it was. The Board agreed to that back in the day so it'd be a straight road.

Marlin Weisheit: Uh uh, no it's got an offset in it there.

Don Williams: No.

Marlin Weisheit: It does have an offset.

Don Williams: Not a big one, so...

Roger Emmons: As far as the surface, I mean, did, this is a five (5) year temporary closure that they're requesting. Just state that before they commence any actual restoration and reconstruction that they'll be submitted to Bobby and approved by the County. You know at this time I believe subject to negotiation. The way it's stated, I don't know, but I mean those roads that's been paved (inaudible).

Bobby Howard: Yeah, it's in the Order...

Marlin Weisheit: Yeah, at one time years ago that was a good paved road through there. Might have been chipped and sealed or double chip and seal but...

Bobby Howard: Yeah, that's right (inaudible).

Don Williams: Is that Tecumseh?

Bobby Howard: (Inaudible).

Marlin Weisheit: Eby.

Don Williams: Eby?

Marlin Weisheit: Sections of it.

Don Williams: Hm.

Roger Emmons: Eby, Eby used to go straight...

Marlin Weisheit: Yeah.

Roger Emmons: Straight though to 68.

Don Williams: Straight shot.

Marlin Weisheit: Sixty-eight (68) to Folsomville Road right outside of Boonville, straight shot all the way through. Eby was a town.

Bobby Howard: (Inaudible).

Todd Glass: So, Mr. President, it looks like the proposed Order we're, we'd have to insert the Bond and reimbursement amounts, the width...

Bobby Howard: And the surface type.

Todd Glass: And the surface type and add that gate provision. So there're several terms to add to the Order, but that's reasonably identified. That can easily be done.

Roger Emmons: David, is there, have you got a schedule on the closure as far as when you wanna start it?

David Spradling: Just actually as soon as we can get it closed. I mean, there's a lot of traffic going in and out there right now down Tecumseh Road. There's nothing back there except that Mount Zion Cemetery. Between the vandalism and everything else you know, we'd like to just get it blocked off.

Don Williams: The, the only thing I like, is I like for it to remain open til all the pipes on Highway 61 are complete.

Marlin Weisheit: And that should be this week.

Don Williams: That, that road will be closed, and they're supposed, if the weather's okay, it should all be done by close of business Friday. That's the schedule.

David Spradling: Um hum.

Don Williams: But I would prefer just in case it's, you know, Tecumseh Road is an easy get over to Eby, is it, Bobby, Eby currently open, is it not?

David Spradling: No.

Bobby Howard: Eby is closed...

Don Williams: Oh, it is closed right there south...

David Spradling: Eby is closed

Bobby Howard: It goes north...

David Spradling: South of the cemetery...

Bobby Howard: But you can't go south.

Don Williams: Okay, so...

David Spradling: Down to...

Bobby Howard: Goes south on...

Don Williams: I doesn't really matter (inaudible).

David Spradling: Yeah.

Don Williams: Okay.

David Spradling: But I assure you it will probably still take about another month to get the following submitted and everything signed.

Don Williams: And then we're good.

David Spradling: Um hum.

Roger Emmons: I would want Todd to send, you know, when it looks like we need to come back September 26th, and finalize it with these additions or go ahead and make those...

Todd Glass: It's up to the Commissioners...

Don Williams: We can, we can make it contingent on the Bond and being set, and the...

Todd Glass: Bond.

Don Williams: Width being established...

Todd Glass: Width.

Don Williams: And (inaudible).

Roger Emmons: Reimbursement, mileage reimbursement.

David Spradling: The gate.

Roger Emmons: The gate.

David Spradling: Um hum.

Todd Glass: And the surface type.

Roger Emmons: And the surface.

Todd Glass: But I've made note of those, Mr. President, if you wish to approve on the condition of those modifications.

Marlin Weisheit: I'd make a motion to approve as long as the Counsel and our Engineer get those details worked out.

Don Williams: And I'll second the motion. I wanna clarify the motion that it is for the approval of the Temporary Closure of portions of Tecumseh and Eby Road, and is contingent upon the Bond being set, the width of the road being established, the gate being installed, and the surface type being determined.

Marlin Weisheit: Yup.

Don Williams: Did we leave anything out, Counselor?

Todd Glass: That sounded correct, Mr. President.

Don Williams: That being said, all in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0). Okay.

David Spradling: Okay, thank you.

Marlin Weisheit: Thank you, David.

Don Williams: Thank you, Sir.

David Spradling: Would you like me to send you that Word Document for the Agreement?

Todd Glass: If you don't mind, myself and Roger.

David Spradling: Got it.

Roger Emmons: Thank you, David.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
BLIGHT ELIMINATION PROGRAM

Roger Emmons: Mr. President, the next item or the first item under my Business, is the Blight Elimination Program, and Debbie Bennett-Stearsman emailed me today that it needs to be tabled again or else removed from your agenda when it's finally ready to be put on.

Don Williams: Did she state a preference?

Roger Emmons: No, she did not. Well, she didn't mention removing it, she said it'd need to be tabled again.

Don Williams: That would be until the September 26th meeting?

Roger Emmons: Yes, Sir.

Marlin Weisheit: So moved.

Don Williams: Motion to table till the 22nd, I mean the 26th of September. I, I'll second that motion. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

REQUESTS FOR FMLA LEAVE

Roger Emmons: I have two (2) requests for Family Medical Leave. All the mandatory forms and required signatures have been submitted. I recommend you approve both. There is an employee from the APC and Storm Water employee.

Marlin Weisheit: Make a motion to approve both.

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

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Roger Emmons: Thank you.

SPRINT SERVICE AGREEMENT FOR UPGRADE

Roger Emmons: Next, Sprint Service Agreement for Upgrade of Computer Resource Specialist's Cell Phone. I got a call from Terry Phillippe, he's our local agent for our Sprint Cell Phone Account. Doug needed his phone upgraded and we, we get that done for ninety-nine cents ($0.99). I went ahead and electronically signed, signed to get, get it in the works and expedited cause Doug uses it constantly. I can go back to the source if you want. You can approve me doing this or you can have Don sign it electronically in, in another version.

Don Williams: It's already been signed by you, right?

Roger Emmons: Yes.

Don Williams: Ninety-nine cents ($0.99)? I don't have a problem with that, do you, Commissioner?

Don Williams: And to approve it, right?

Marlin Weisheit: And to approve it.

Don Williams: I'll second the motion. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye. (Motion carried 2-0).

Roger Emmons: Thank you.

(Sprint Service Agreement is located on Page 28 of these Official Minutes)

FIXED ASSET NOTIFICATION REQUESTS FOR WCCC MINOLTA COPIER

Roger Emmons: Next is the Fixed Asset Notification Form that I received for an old Minolta Dialta Copier from Warrick County Community Corrections Executive Director Jennifer Fuhs, and I believe, yeah, you were sent information regarding that August 30th. Basically it's, the bottom line is to declare this a Surplus and it being available for your Internal Transfer or disposal. And I stated that I recommend you do that and allow Joe to dispose of it the best way he can. Joe did tell me, he thought it would probably be worth less than fifty dollars ($50.00).

Don Williams: Still operates though, correct? Still operational?

Roger Emmons: I, it's iffy. She hasn't used it in a long time. She's, she said on August 30th, to the Board, Alpha Laser indicated that the old Minolta Copier has no value, and its parts would not even be used in the repair of other Minolta Copiers. It has no trade value and most agencies pay them to discard of such machines. So, evidently it's not in very good shape, to say the least.

Marlin Weisheit: I make a motion to declare the Minolta Copier from the Warrick County Community Corrections, Surplus.

Don Williams: I'll second the motion to make that copier Surplus. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, (motion carried 2-0) and I guess part of that motion, maybe we need to restate it, that Mr. Grassman, take care of it. Or I think we can just do that by consensus.

Todd Glass: Consensus.

Marlin Weisheit: Yeah.

Don Williams: So, Joe, you've got that. You can do what you can with it.

Roger Emmons: Thank you.

Don Williams: (Inaudible) we did, didn't we?

Marlin Weisheit: Yep.

Don Williams: I can't remember.

Roger Emmons: Ready for me to continue, Mr. President?

Don Williams: Yes, Sir.

Roger Emmons: Okay.

WARRICK COUNTY HEALTH PLAN
BENEFIT CHANGES
IMPROVEMENT OF SPOUSAL COVERAGE

Roger Emmons: Next item is the Warrick County Health Plan, Conformation of Benefit Changes Effective/Retroactive to September 1st of this year, and which is a basically Improvement Retiree Spousal Coverage. Since I submitted the, this particular agenda item, we received the Amendments and the SMM's-the Summaries of Material Modifications-from MedBen through our broker Dave Waltz. And he told me today in a nutshell, and I'm sure you know this, that we're allowing spouses of Retirees, which is spouses are not currently on the plan, due to our Spousal Rule, which states that if they are working they have to take their employer's health insurance plan. But we're allowing them to come back on to our Plan with the Retiree when and if they lose coverage their employer's plan. I don't think at this time it's, it's effecting that many persons, three (3).

Todd Glass: No, but it's a terrific modification.

Roger Emmons: Yes, it is.

Todd Glass: Really, because it allows that Spousal Retiree to return. It supposedly will be easier to administer at reduced costs. It's effective, I think, September 1st.

Roger Emmons: Yes.

Don Williams: Any questions? If not, I'll entertain a motion.

Marlin Weisheit: I make a motion to approve the Retiree Spousal Coverage.

Don Williams: I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

(Spousal Coverage Benefit Changes are located on Pages 29 through 32 of these Official Minutes)

DEALER LEASE AGREEMENTS
ALPHA LASER IMAGING

Roger Emmons: And I have a couple of other items. I have a Dealer Lease Agreements for the new copiers that we got installed for this office and the County Council's Office. These are from Alpha Laser Imaging. They only emailed the Agreements to me last Friday. I forwarded those to you that day. There's a little information as to how I received the consensus to proceed with this and Krystal received a consensus from the Councilmen. These were both installed on August the 24th of this year. Commissioner's machine calls, the lease does rather, calls for sixty (60) monthly payments of ninety-six dollars and eighteen cents ($96.18). And the Council's is also sixty (60) payments, but theirs is ninety dollars and sixteen cents ($90.16). That's a difference of six dollars and two cents ($6.02). I don't, I don't know why the difference in that but, but they have budgeted, the Council has, and we have it in our budget as well. I did forward it to Todd for his review. I don't know if he's had a chance to look at 'em. But they're very similar to the ones that the Board has already approved for other offices.

Todd Glass: Correct. I, I did look at them briefly on Friday and saw nothing of concern, Mr. President, and that they were in order.

Don Williams: Entertain a motion.

Marlin Weisheit: Make a motion to approve the Copier Contract for the Council.

Don Williams: And the Commissioners.

Marlin Weisheit: And the Commissioners, yes.

Don Williams: I'll second the motion. All those in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

(Alpha Laser Imaging Contracts are located on Pages 32 through 39 of these Official Minutes)

RAILROAD GRADE CROSSINGS FUND GRANT AGREEMENT

Roger Emmons: This next item, I don't know, Bobby, you want me to go ahead?

Bobby Howard: Sure, go ahead.

Roger Emmons: Okay. Bobby applied for and was awarded a Grant regarding Railroad Grade Crossings Fund Grant Agreement in the amount of twenty-one thousand and fourteen dollars ($21,014.00) from INDOT's Rail Office. I sent you a copy of the Grant Agreement and the Letter from Bridget Hale with the Rail Office, the Agreement which is pretty well a State Broiler-Plate Type. The last page of that shows the locations of the railroad crossings at which these pavement markings will be made, for a total of twenty-one thousand and fourteen dollars ($21,014.00). The, we have to return the entire Document on or before September 30th, which is, shouldn't be a problem, of course, and I don't know if Bobby's all for it.

Bobby Howard: Yeah, we've participated in the program and, and, some in the past years and basically our crews do the work and put down the stop arms and the railroad markings, and then they reimburse us.

Don Williams: Okay.

Marlin Weisheit: I make a motion to approve the Railroad Grant.

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

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Roger Emmons: Thank you.

(Railroad Grade Crossing Fund Grant Agreement is located on File in the Auditor's Office)

HISTORIC JAIL PLANNING GRANT

Roger Emmons: The last item regarding the Historic Jail Planning Grant is information. That's all I have, Gentlemen.

Marlin Weisheit: Yep. Thank you and Joe for taking care of that. I was gone the day that Carol came. I appreciate

Roger Emmons: Oh, yeah, you're welcome.

Marlin Weisheit: Keep that goin'.

COUNTY ATTORNEY
FIVE POINTS ICT CONTRACT

Don Williams: Mr. Attorney, I believe you're up?

Roger Emmons: Don, just grab that, the one thing, is Jeff Sims here? Okay, you, Joe, you wanna trouble with that when you get to your business, or…?

Joe Grassman: (Inaudible).

Roger Emmons: Okay.

Don Williams: What was it?

Roger Emmons: He's not on the agenda. It's the Loan Agreement for the three (3) International or…

Jeff Sims: (Inaudible)

Don Williams: Highway Trucks.

Bobby Howard: Yeah.

Don Williams: I'm aware of it. I figured Bobby was gonna announce it, or do that, or were you planning on covering any of yours, Bobby?

Bobby Howard: Yeah, if we got to me first I was gonna bring it up. It doesn't matter what time.

Roger Emmons: Well, I found out about it later.

Don Williams: It'll get to you first. Mr. Attorney, you have the floor.

Todd Glass: Thank you, Mr. President, and the first item on the agenda was the Contract with Five Points on the Affordable Care Act Reporting. And that really depended upon the Auditor, depending on what she thought of the renewal of that Contract, but it's ba...on back on our agenda because if we did not wanna renew that Contract between now and the end of the month would be a good time to notify them of non-renewal. I'm not quite sure if the Auditor wants to renew that or not. I, I can tell from the head shaking…

Roger Emmons: Well, Heather Soberg has just done such a fantastic job in doing it. I, she's probably got enough training to continue with it wouldn't you say, Debbie?

Debbie Stevens: Yes. We actually have a, a software interface in our financial system for ACA and we did ninety-five percent (95%) of the work and felt like there really wasn't, not much of a benefit working with Five Points and so I would definitely recommend against renewing...

Todd Glass: That, that's what I remember our…

Debbie Stevens: Terminate.

Todd Glass: Conversation being back in May, I believe.

Debbie Stevens: Right.

Todd Glass: So, Mr. President, it, it's before the Commissioners to elect to not renew that contract. If so I need to give written notice.

Debbie Stevens: Thirty (30) days written notice, yes.

Marlin Weisheit: I make a motion not to renew the Five Points Contract.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, (motion carried 2-0).

Todd Glass: Thank you.

EMPLOYEE HANDBOOK
PROPOSED UPDATES

Todd Glass: The next item on the agenda, I'll make sure, Mr. President, that that is issued, and I'll get copies to the Auditor. The next item on the agenda on the Proposed Updates on the Employee Handbook. If I may quickly, I would remind the Commissioners that we have a half a dozen updates to the Employee Handbook that you've already discussed, and indicated your approval of the Bereavement Leave and the Vacation Provisions, I don't know if you've had time to decide what you want to do with that so my recommendation is you could approve the first six (6) updates to the Employee Handbook if you wish today…

Don Williams: We wish to discuss the other two (2) also, I think, at least I would.

Todd Glass: Alright.

Don Williams: The one on the Bereavement Leave that actually Ms. Redmond requested about the grandfather-in-law.

Marlin Weisheit: Um hum.

Don Williams: My opinion is no, we don't wanna go there.

Marlin Weisheit: Okay, and I agree with that. I concur with that.

Don Williams: We have vacation time and sick days they could take to do that.

Todd Glass: That, that list can go on, and on, and on if you're not careful.

Don Williams: Yeah, it could.

Roger Emmons: Wouldn't be an end to it.

Don Williams: So we'll say no to that one. The other one, I think, has some merit. There are several things that were brought up there. I don't know how our Union Contracts got out of whack with the County Handbook, but they have over the years. So I, I, what we're doing I guess in one of the offices, they can actually take up to half, sell back up to half their leave. No matter how long they've been working, rounded up to the nearest day.

Roger Emmons: Half, yes, half of earned vacation days.

Don Williams: We've always had that in the Handbook kind of as a benefit to those senior employees. Where they could sell back a leave to make it a little closer to the Contract. What I would recommend, I don't know what Commissioner Weisheit will want to do yet, but what I would recommend that we allow employees with 5 weeks of vacation to sell back up to two (2) of those weeks.

Todd Glass: In a given calendar year?

Don Williams: In a given calendar year, yes.

Marlin Weisheit: I'm okay with that, so we could include that change and then approve everything, the other six (6) you've got ready.

Don Williams: Approve the seven (7) then.

Marlin Weisheit: Um hum, all seven (7) of those.

Todd Glass: Correct, correct because all I need, that's easy to do and all I would have to do is submit that language to you to confirm that that follows the intent of your motion. So that would be seven (7) updates to the Employee Handbook if you approve them that I could get then to Roger to post on the site for County Employees to be aware of. And I could also, Roger, provide a summary of those updates.

Roger Emmons: That would be great.

Marlin Weisheit: I'll make a motion to approve those seven (7) updates to our County Handbook.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0). Thank you.

Todd Glass: Thank you.

Marlin Weisheit: Thank you, Todd.

(Employee Handbook Updates are located on Pages 39 through 41 of these Official Minutes)

APPOINTMENT OF OVERSIGHT COMMITTEE ON INTERNAL CONTROLS

Todd Glass: Next on, I believe, the agenda I have the Internal Controls. I've sent an email to the Commissioners describing the fact that with the passage of State Board of Accounts Uniform Internal Controls Standards Manual an Oversight Body is required by the County in that that needs to be created and if you decide to do that you need to also decide who's gonna be on that Oversight Committee and their responsibilities. I know Roger has thought about the makeup of that Committee but if it pleases the Commissioners, I would recommend that you do establish that Internal Controls Oversight Committee to report back to the Commissioners those Internal Controls that the County should establish.

Marlin Weisheit: Yeah, I'll go ahead and make a motion to appoint that Committee and I think most of them has been notified, Roger, I know, has been working on this, but...

Don Williams: I think all, all but one or two.
Marlin Weisheit: Okay. I'll just make a motion to approve the suggested Internal Controls Committee Members as Debbie Steven, our Auditor; Pat Brooks, Treasurer; Krystal Powless, with the County Council; Mike Wilder, with the Sheriff's Department; Joe Grassman, with Purchasing; Patty Perry, our Clerk's Office; Vonnie Hughes, County Recorder; Sherri Rector, Area Plan; and Roger Emmons, Commissioners.

Don Williams: Is that a motion?

Marlin Weisheit: That's a motion.

Don Williams: I'll second the motion for the Internal Controls Committee Members. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Todd Glass: Thank you, Mr. President.

Don Williams: Alright, if you're here and you say, "I don't know if I want to be on that or not." We've just put you on that. It's up to you whether you attend.

Marlin Weisheit: You need a copy of that?

Don Williams: (Inaudible).

Todd Glass: Thank you. And, and perhaps, Roger, if we reach out to that Committee with the instructions to have an organizational meeting and then report back to the Commissioners on a regular basis.

Roger Emmons: We'll, I'll work on that tomorrow.

Don Williams: I know that, I know there's a policy, paperwork they've got to get together...

Todd Glass: Um hum.

Don Williams: (Inaudible).

INTERLOCAL AGREEMENT UPDATE

Todd Glass: The last item, Mr. President, I don't need to report on the Interlocal Agreement with the School Corporation. I believe you're, both Commissioners are updated on the status of that, and I will get with their Counsel, and hopefully get something accomplished between now and the next meeting.

PROPOSED AGREEMENT WITH QUALITY CORRECTIONAL CARE UPDATE

Todd Glass: But we do have a Proposed Agreement for Inmate Health Care. I just wanted the Commissioners aware of the fact that the Sheriff's Office is worked with Quality Correctional Care for the provision of Inmate Health Care. And they've identified exactly what services they wish to be provided, we just received a Proposed Agreement on that, and we're reviewing that. It's about twelve (12) pages, but we also have that in time for the next Commissioner's Meeting. That's all, Mr. President.

Don Williams: Give me a second, I wanna make (inaudible).

Todd Glass: For the moment.

COUNTY AUDITOR
CLAIMS

Don Williams: Okay, County Auditor, you have the floor.

Debbie Stevens: Okay, Debbie Stevens, Warrick County Auditor. We've submitted Expense Claims in the total of four hundred five thousand dollars, nine, four hundred five thousand nine hundred seventy-one dollars and fifty-one...six ($405,971.56), Courts and Manuals totaled one million eighty-five thousand eight hundred eight dollars and eighty-eight cents ($1,085,808.88), for a total of one million four hundred ninety-one thousand seven hundred eighty dollars and forty-four cents ($1,491,780.44).

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

Don Williams: Second the motion. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, pay the claims (motion carried 2-0).

Debbie Stevens: Okay, thank you.

(Claims are located on Pages 41 through 46 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
DEACONESS TIS SUBMITTAL AND APPROVAL OF SUBMITTED RECOMMENDATIONS

Don Williams: Sorry about the silence in your tape, Kristine. Engineer, you're up.
Bobby Howard: Yes, Sir. The first item I have is the Submittal of the Deaconess Traffic Impact Study and a Request for Approval of some Recommendations. The initial study was done July 29th, and had some conclusions on what were needed on improving the access to the hospital location and well as improvements to Epworth Road. And I believe we do have representatives from Deaconess here. Lyle Mehringer is here with, I'm sorry, Three I, Three I Design, if you, and...

Don Williams: Come on up and introduce yourselves. And if you have a name, a last name that's hard to spell, please spell it.

Lyle Mehringer: Lyle Mehringer, Three I Design.

Mark Merrill: And I'm Mark Merrill, M-e-r-r-i-l-l, and Deaconess.

Don Williams: Mr. Mehringer, how do you spell your last name?

Lyle Mehringer: M-e-h-r-i-n-g-e-r.

Don Williams: Thank you. Go ahead if you would tell us what you're looking at, or what you're wanting, I guess that'd be a better word.

Lyle Mehringer: We were requested to do a Traffic Impact Study. The Impact Study is stating that we need to add a additional turn lane on Epworth Road and a traffic signal.

Don Williams: That traffic signal isn't on Epworth. It's on down where your, your ingress goes right and left, and you've got another one coming out going straight.

Lyle Mehringer: The new traffic signal is at the south service road entrance on Epworth Road.

Don Williams: Okay just down, just down south of there. I misunderstood that one, thank you. You have a problem with that sale (inaudible).

Lyle Mehringer: The new one?

Bobby Howard: The...

Don Williams: The new proposed one there...

Bobby Howard: No, I think the, when these conclusions came back originally in July the, I reviewed them, INDOT reviewed them and the MPO reviewed them. INDOT and myself accepted these conclusions, the MPO had some further comments for the discussion and I think that, you know, we wanted to submit that to the Board. Upon my review of these conceptual access plan, that was performed by Lochmueller Group as well, based on the MPO's comments and suggestions, a lot, a lot of this is good future layout of the development, but I don't believe that it would meet the needs of development at this time. They will not be able to accomplish a lot of this without the cooperation of the adjacent property owners. The future element, the future high school, the Crossroads Christian Church. There's a lot of design impacts here that although as a long term goal, could be useful, I would think that the original scope and conclusions that were done by Lochmueller Group on the July 29th Impact Study, I would agree with those and to work with Deaconess Hospital to, to recommend these proposals and improvements to Epworth Road and the traffic signal at their existing entrance, that's currently un-signalized.

Marlin Weisheit: Just adding the one signal?

Bobby Howard: Adding the one signal, yes, Sir.

Marlin Weisheit: That's south of the one you have now?

Lyle Mehringer: Correct.

Bobby Howard: And so I would ask that the Board would recommend approval, I would recommend approval to the Board to basically approve the original Traffic Impact Study instead of the Amendments that were done and requested of the MPO.

Don Williams: Is that suitable to you, Gentlemen?

Lyle Mehringer: Yes.

Mark Merrill: Yes, Sir.

Don Williams: Sounds like a common sense way to approach it.

Lyle Mehringer: I agree.

Mark Merrill: I agree.

Marlin Weisheit: I'll make a motion to approve the original impact study that the County Engineer's explained in detail with just adding a light at the next entrance, there, the existing non-lighted entrance, right?

Bobby Howard: Yeah, they'll, they'll be doing a, extending the dedicated right turn lane there extends from the main entrance now to the new light location, traffic signal location, and adding the traffic signal at that location.

Marlin Weisheit: That's my motion.

Don Williams: I'll second the motion. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye. So we go with the original instead of the amended. You all can work out the details.

Marlin Weisheit: Thank you, good luck with it.

Lyle Mehringer: Appreciate it.

Don Williams: Glad to work with you.

SPEED LIMIT REQUEST FOR LOCUST LANE

Don Williams: Mr. Howard, you have...

Bobby Howard: The next, excuse me, I'm sorry,

Don Williams: (Inaudible).

Bobby Howard: the next item I have is this Speed Limit Request for Locust Lane. We had a resident that's called in a few times, requesting concern that there is no Speed Limit posted on Locust Lane. It is a one lane asphalt roadway off of Bell Road and it is a dead end currently. I didn't know how you'd want to precede on this, if we want to go ahead and look at drafting the resolution for a new Speed Limit or asking her to see if the neighborhood would put together a Petition, because I don't know how many people are actually in favor of posting something out there.

Don Williams: Well, personally I see little need, unfortunately there may be somebody racing up and down there that belongs to one of the houses. Apparently no one talks to their neighbors anymore to perhaps be reconciled. But my opinion is have the lady that wants it done circulate a Petition. I'd like to have at least seventy-five or eighty percent (75%-80%) of the people in there wanting that, to do it. It's just a sign, but still.

Marlin Weisheit: I'm okay with that too.

Don Williams: So a written sign of what, thirty (30)?

Bobby Howard: We would do a Traffic Study to determine the Speed Limit sign that would need to be posted.

Don Williams: Sounds good to me.

LINCOLN AVENUE PHASE 3 PROJECT CONSULTANT CONTRACT FOR INSPECTION SERVICES

Don Williams: Anything else?

Bobby Howard: Yes, I have two (2) other items, quickly. The first of which is the INDOT, well it's the LPA Consulting Contract for the Lincoln Avenue, Phase 3 from Bell Road to Lynn Road. This Contract is for Construction Inspection Services with American Structure Point. The total cost for this Contract is six hundred eighty-seven thousand five hundred ninety-four dollars and thirty-two cents ($687,594.32). This is eighty percent (80%) reimbursable Federal Aid Project so, and we need, I would recommend approval of this Contract so that we can proceed and be on schedule with the Lincoln Avenue Project.

Marlin Weisheit: I make a motion to approve.

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

Marlin Weisheit: Aye.

Don Williams: Aye (motion carried 2-0).

(Consultant Contract is located on Pages 46 through 58 of these Official Minutes)

PROJECT REPRESENTATIVES FOR CONSULTING SERVICES

Bobby Howard: I also have in concert with that, is the, the Assignment Engineer, the Resident Engineer Letter that goes to, from us to INDOT that says who, Structure Point will have as the Project Representatives on the job, and this needs to be approved by the Board as well. They will have, it says it will have the following personnel at this time they have listed Jamie Baehl, EI, listed as inspector and Ryan Cross as the Project Manager. They'll be in charge of overall supervision on this project and I would recommend that the Board approve these representatives as well.

Marlin Weisheit: I make a motion to approve.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

(Project Representatives for Consulting Services is located on Page 58 of these Official Minutes)

DISCUSSION ON BRIDGE INSPECTIONS

Bobby Howard: Thank you, and the last item I did want to mention, and I guess Mr. Sims is here, available if you'd like to address the Board in regards to the financing of the trucks we've ordered.

Roger Emmons: You have one more, your Bridge Inspections. Do you acknowledge who submitted them by the deadline?

Bobby Howard: Oh, I didn't, I don't have that list yet.

Roger Emmons: Okay.

Bobby Howard: Have you brought those in?

Don Williams: You know how many there were, Roger?

Roger Emmons: Half a dozen or more. There's some...

Bobby Howard: Yeah, there's...

Don Williams: I have 'em stacked on my desk.

Bobby Howard: There's about, yeah, there's about...

Marlin Weisheit: I looked through 'em today some.

Don Williams: If you wanna read them into record and can step through the door and get 'em. There right there on the front of my desk.

Roger Emmons: (Inaudible).

Bobby Howard: It's up to you, I haven't done it in the last time we did Bridge Inspections but or any other...

Roger Emmons: Well, no action is going to be taken today then.

Bobby Howard: Right, no, this is, they've just had to submit by a certain time on the RFP...

Roger Emmons: Yeah.

Bobby Howard: That's submitted then it's gotta go through a scoring process...

Roger Emmons: Right, those were documented...

Bobby Howard: Which is very lengthy.

Roger Emmons: And that was all set forth in your documents?

Bobby Howard: Yes.

Roger Emmons: Okay.

Don Williams: As long as they're documented. Sorry, Sir.

LOAN FINALIZATION FOR NEW COUNTY TRUCKS

Jeff Sims: Jeff Sims with Old National. I do have Loan Documents prepared, dated for tomorrow. A couple things that I need, that I'm working on now, we had a Mr. Reid on as a signer, Marlin-Resolution, I've worked with Roger this afternoon to get the Document, but we can take him off so we'll just have the other two (2) Commissioners sign tomorrow authorizing Mr. Williams to be able to sign the, the Documents. And I wanna spend some time with Todd to just go through the Loan Documents one time. But everything is dated for tomorrow and that will coincide with the delivery of the trucks and we'll mail the check to Sternberg.

Don Williams: What is our interest rate? I don't remember.

Jeff Sims: One point nine (1.9%).

Don Williams: One point nine (1.9%)?

Jeff Sims: Yes.

Don Williams: May need to refinance by morning. I'll entertain a motion to approve the Loan with old national bank at one point nine percent (1.9%) for the three (3) new trucks.

Marlin Weisheit: So moved.

Don Williams: Motion and I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Jeff Sims: Thank you.

Marlin Weisheit: Thank you.

(Old National Bank Loan Agreement is located on Pages 58 through 74 of these Official Minutes)

ADOPTION OF RESOLUTION 2016-08

Todd Glass: Mr. President, there, there's actually a Resolution that Mr. Sims mentioned which you would also be adopting. It's part of the Loan Documents.

Don Williams: Do we have a Resolution Number?

Roger Emmons: Yes, Resolution will be 2016-08.

Marlin Weisheit: Are you okay with it, Counsel?

Todd Glass: Yes, it's very short, it simply does what your motion just did. It states that the Board President taking the action and signing paperwork necessary to consummate the final financing and authorizes the Board of Commissioners to go ahead and proceed with that Loan. So, it is a Resolution however that if you could just adopt by Resolution Number that would take care.

Marlin Weisheit: Make a motion to approve Resolution 2016-08.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Todd Glass: Thank you.

Marlin Weisheit: Thank you.

Bobby Howard: And as he stated, we're excited to get the trucks tomorrow.

Marlin Weisheit: Yeah, finally, yeah, great.

Bobby Howard: Thank you, that's all I have.

(Resolution 2016-08 is located on Page 72 of these Official Minutes.)

COUNTY HEALTH DEPARTMENT
VECTOR CONTROL

Don Williams: Health Department. Come on up, Aaron.

Marlin Weisheit: Hi, Aaron.

Aaron Franz: Good evening.

Roger Emmons: And for the Board's info, I have the originals to the Agreement that Aaron's going to be referring to.

Don Williams: Okay.

Aaron Franz: Aaron Franz, Warrick County Health Department. This is a Contract for Vector Control for Professional Services. It's the normal, it's the same one we submit every year, so...

Todd Glass: This Professional Services for what?

Don Williams: Excuse me for (inaudible).

Aaron Franz: Vector Control.

Todd Glass: Vec...Vector.

Roger Emmons: Mosquitos.

Aaron Franz: Mosquitos.

Todd Glass: Vectoral Control, that means mosquitos, right?

Roger Emmons: It also helps with the septic tank, septic issues. I sent you a copy of the Agreement on September 9th. It was after 4:30. I sent it to the Commissioners and Todd.

Todd Glass: I believe.

Roger Emmons: It's similar, like a say, we've, we've, the Board has approved a number of these for Travis and I think he's done an excellent job on this. It involves the Warrick County Board of Health and the Board of Commissioners and of course Mr. Alexander. It calls for two thousand four hundred dollars ($2,400.00) per month in compensation of the Local Indiana Health Department Trust Account of course provided by the State.

Don Williams: I ent...

Marlin Weisheit: I make a motion to approve the Health Department's request for Professional Services.

Don Williams: Second. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Aaron Franz: Thank you.

Marlin Weisheit: Thank you, Aaron.

Roger Emmons: Thanks, Aaron.

(Contract for Vector Control is located on Pages 74 though 77 of these Official Minutes)

COUNTY PURCHASING
NEW UNIFORM RENTAL CONTRACT-UNIFIRST

Don Williams: County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. First item I have is in regards to the County's proposed Uniform Contract. I think the, as we worked out the details the, we let the employees pick the one that they prefer. They picked UniFirst. Then of course when we got the Contract, and I know County Attorney had a couple of issues with that Contract. One being the length of the Contract, which is sixty (60) months and the other the terms the, the obligations remedies issues. I know we got a response from their attorney, he basically said, "If you want less, if you want a lower cost we're gonna have to, if you want a lower, lesser term like three (3) years, we're gonna have to raise the price."

Todd Glass: And we heard back from their sales department and they said, "No".

Joe Grassman: Really? Okay.

Todd Glass: So, Mr. President, the UniFirst Contract, she indicated that going, it's five (5) years or nothin', but then she said, "Ah, well, we can do three (3) years, also," but they would recalculate the payment.
Joe Grassman: That would increase the price.

Todd Glass: How many uniforms are we talking about?

Joe Grassman: What do we got, what do we got, Bobby? With the...

Todd Glass: Like lots?

Bobby Howard: No.

Joe Grassman: No, hang on a second.

Todd Glass: She's talking about, she's, they cannot do anything shy of five (5) years because that's the only way they can recoup the costs of all those uniforms. So I don't under...if it's a handful of uniforms, why don't we just pay for it. I mean, how many uniforms?

Bobby Howard: I wouldn't think any more than twenty (20).

Todd Glass: But anyway, Mr. President, I got a big fat 'no' on editing the Contract. It's five (5) years or nothing.

Don Williams: Really?

Todd Glass: But your, but your dividing five (5) years of payments up for how many? You know, the uniforms and cleaning them, right?

Bobby Howard: Yep, right.

Don Williams: So which is it? Five (5)?

Todd Glass: She said five (5), but then she said or we could I guess maybe, sorta, kinda, do thirty-six (36) months. We would just recalculate our recoupment of all those uniform costs. So it'd be a different price.

Joe Grassman: Yeah.

Todd Glass: And if you're okay with that, I guess I would suggest the three (3) year term.

Bobby Howard: In this case, the employees are paying this out of their own pockets.

Todd Glass: Oh, they are?

Bobby Howard: Yes, so they probably want the lower, the lower fees. I don't know how the term...

Joe Grassman: You know I looked, I looked at the, the other company that was, was kind of Unifirst and Cintas were the two (2) companies that were kind of, at the, they were the last two (2) really that were being considered. And I looked at the Cintas Contract and they also require five (5) years.

Todd Glass: Yeah.

Joe Grassman: So.

Todd Glass: Okay.

Joe Grassman: And they were, they might have been a little less expensive actually…

Bobby Howard: No, Cintas was more. UniFirst was, they weren't quite the lowest but they were the ones that they prefer to use.

Joe Grassman: Yeah.

Bobby Howard: I believe the lowest was probably our current vendor, so…

Todd Glass: Well, I, I will say that I didn't see anything on here that indicated to me that that's how that was being done, that the employees were paying for that. So…

Bobby Howard: It's payroll deducted.

Todd Glass: So they probably would like the smaller price. So I done my job. I've at least told the Commissioners that it is a five (5) year Contract. So if the Commissioners are okay with that, keeping the price as low as possible, then they can precede on with it. But they aren't gonna change the Contract.

Marlin Weisheit: What do you think, Bobby? I mean, the employees, they're requesting this, aren't they?

Bobby Howard: Yes.

Marlin Weisheit: Yeah.

Don Williams: They rather us just buy them, and they do their own laundry?

Marlin Weisheit: You know these guys…

Bobby Howard: Uh, we're...

Marlin Weisheit: That work in this type of grease and oil, I've done that before and had a uniform service myself when I worked in the mines. It is nice to be able to have someone else do your laundry and keep your wife a little bit on the happier side as opposed to bringing that type of…

Don Williams: Yeah.

Marlin Weisheit: Asphalt, grease, and oil on your clothes, so this is important to the employees. I make a motion to approve the Uniform Rental Contract with UniFirst.

Todd Glass: That's probably good…

Don Williams: Second.

Joe Grassman: Okay. So, as is?

Marlin Weisheit: Correct.

Joe Grassman: Alright, well, so…

Todd Glass: So has a motion?

Don Williams: All in favor…

Marlin Weisheit: Yeah, and a second.

Don Williams: And a second, I seconded that. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

Joe Grassman: Mr. Glass, do you, do you wanna let them, contact them and let them know we agree? Or do you want me to do that?

Todd Glass: I wouldn't be able to say anything magical. Go ahead, if, let me know if you need me to do anything.

Joe Grassman: Okay, alright, yeah.

(UniFirst Contract is located on Page 77 of these Official Minutes)

OLD COURTHOUSE ELEVATOR PIT REPAIR PROJECT

Joe Grassman: Second I have on the agenda is the installation of a sump pump in our Elevator Pit here in the Old Courthouse, were, where water seeps in through the foundation and through the earth into that Pit and it has to be pumped out quite, quite often, so I took, I got quotes to have someone go into the Pit, dig a sump or a round hole, put a sump pump in that hole, that would pump, keep the water level, or the water out of the Pit. So…

Don Williams: They're not gonna just dig a hole, they're going to put some kind of a barrier.

Joe Grassman: The, the, the, the, well the act, yeah the, the, the one of, the, the vendors I'm going to recommend, yes, was gonna put a vinyl or plastic liner. None of the other companies mentioned anything about that. But he's gonna put a vinyl liner in there.

Don Williams: (Inaudible) be there.

Joe Grassman: So it'd be like a plastic tub basically and then put the sump pump in there. So...

Don Williams: Five (5) gallon buckets work.

Joe Grassman: Yeah. So anyway I, I had four (4), four (4) quotes returned. I'll just briefly tell you who they were and what they decided, what they quoted. Baer's Plumbing, their quote would've been at least three thousand dollars ($3,000.00). And we would have had to pay for the electrician. Which, you know's probably another thousand ($1,000.00). Helm's Electric, Plumbing and Electric, they're the ones that are going to install the new poly sump pump, liner, they're gonna do it all. They're gonna dig the hole, put the sump pump in the hole, wire it, and plumb it over, plumb the drainage over to across the hall into a drainpipe. They're, they're quote for the, you know, a turnkey process was nineteen hundred dollars ($1,900.00). Hydro-Max, theirs was a minimum of twenty-three hundred dollars ($2,300.00), and here again they weren't going to do any wiring. We got a, and we got one vote, one vote, one quote from K&M Specialty Pumps and all they want to do is sell us a pump for two hundred forty-five dollars ($245.00), and we would've had to do all the other things ourselves. So my recommendation is to install a new sump pump and the Elevator Pit in the Old Courthouse is to award that to Helm's Plumbing and Electrical for nineteen hundred dollars ($1,900.00).

Marlin Weisheit: I make a motion to approve that from Helm's for nineteen hundred ($1,900.00).

Don Williams: Second. I know personally that they do good work.

Marlin Weisheit: Yep.

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

Marlin Weisheit: Aye.

Don Williams: Aye (motion carried 2-0).

Marlin Weisheit: And, Roger, make sure Brad's aware of that and the dates scheduled between Council and Commissioner Meetings.

Roger Emmons: Sure.

Marlin Weisheit: I mean, cause the Elevator will be down for a couple of days maybe when they do that.

Roger Emmons: That's right.

Marlin Weisheit: I'm sure it'll take two (2) days so...

Don Williams: (Inaudible).

Roger Emmons: Okay.

COURT SERVICES BUILDING MASONRY REPAIR QUOTES

Joe Grassman: The last thing I have is, I took, I requested invitations to quote doing some masonry work on our County Court Service Building over next to the jail complex out on Highway 62. I sent you pictures of all the different issues going on out there. There's a lot of problems with the bricks on the façade of that building. Anyway, I contacted four (4), four (4) vendors were, so to speak, I'll just tell you what happened. The first vendor, which is Buggy, I sent all these, I sent off for these vendors and people, the same thing that I sent you, which is pictures of all the problems and the Invitation to Quote. I then called all those people and got er...and asked if they would be interested in quoting this project. Every one of them said yes, okay. As of this afternoon, I had one quote in my office. So I went back and called these people, well, okay, so let me tell you what happened. Buggy, the guy who was responsible for that project, quit and didn't bother to tell them that he had it done or didn't have it done. He just walked out the door. So they were left, kinda, you know, left hanging there. Heidorn, they're a good company. They, I had that quote in my office last Friday. Arc Construction, I called them, their excuse was, "Are you kidding? That's due today?" And of course the guy workin' on it wasn't in, wasn't, wasn't, didn't respond. So they, their excuse was they, they didn't realize it was due today. And then I, I actually sent one to a local fellow, Danny Topper, are retired guy. He thought he might be interested in the project, and he quite honestly said that he didn't want to mess with the red tape. So he didn't bid either. So I'm left with one quote which I, I'm gonna ask you to pretty much refuse all quotes. I'm going to not open this quote because I don't want to, I'd like to revisit this with, with more, with some new vendors and I don't want this price to be out in the open public where they can find out what he bid.

Marlin Weisheit: Good idea, good idea.

Joe Grassman: So I'm not gonna open that but I'd like your permission...

Don Williams: So, just so there's no questions, why don't you give that quote to Roger?

Joe Grassman: Okay.

Don Williams: And I'll personally watch him shred it.

Joe Grassman: Sir.

Don Williams: Without it being open, if it's not too thick.

Roger Emmons: Will do.

Marlin Weisheit: Yeah, that's fine or we could even hang on to it as far as that is so they didn't have to resubmit it.

Don Williams: Alright, I need a motion to reject all quotes on the, on the brick work on the Court Service Building.

Marlin Weisheit: So moved.

Don Williams: Okay, I have a motion to reject all quotes. I'll second that. All those in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye (motion carried 2-0). So, our consensus would be to (inaudible) also, so, we rejected all quotes, and we, we did...

Joe Grassman: A motion, permission to rebid? Right? Okay.

Don Williams: Right, rebid.

Joe Grassman: Alright.

Don Williams: Would you agree?

Marlin Weisheit: Yeah, yes, I'd still like to get it done. It's not an emergency but it needs to be done.

Don Williams: It needs to be done.

Joe Grassman: Alright. That's all I have, thank you.

Don Williams: Thank you, Sir.

COUNTY SHERIFF
HEALTH CARE SERVICES

Don Williams: Sheriff, you have anything?

Mike Wilder: Just real quick. Chief Deputy Mike Wilder, Sheriff's Office. Just real quick, the County Attorney brought up the Quality Health Care Contract.

Don Williams: Right.

Mike Wilder: When you guys review that, if you sign and everything, wanna remind you that we'll need to sign a thirty (30) day opt out on our current Contract with St. Mary's and that doctor and that nurse. I was reading through that today. So thirty (30) days prior to...

Don Williams: Yeah.

Mike Wilder: We'll have to write something up for them to opt out of that one or it renews on its own.

Don Williams: I want to talk to you briefly before you leave tonight, if you've got the time.

Mike Wilder: Okay, yeah.

Don Williams: We've got some paperwork...

Todd Glass: Good point.

Mike Wilder: I wanted to bring that to your attention.

Todd Glass: Alright, good point, thank you.

Mike Wilder: Thank you.

Marlin Weisheit: Thanks, Michael.

COMMISSIONER ITEMS FOR DISCUSSION
MARLIN WEISHEIT
DISCUSSION ON EMPLOYEES AND SPOUSES FLU SHOTS

Don Williams: Commissioner Weisheit, you have a couple issues. Which is...

Marlin Weisheit: The first one we discussed...

Don Williams: Let's just make a motion on that first one. I think it's all (inaudible).

Marlin Weisheit: Okay, I'll make a motion that we, as we have the last couple of years, approve to purchase, or pay for the Employees and their Spouses, the annual Flu Shots.

Don Williams: I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0).

DISCUSSION ON PER DIEM

Don Williams: The second issue, I, I would like a Proposal, or something to look at.

Marlin Weisheit: Yeah, there's nothing there. That might be something maybe I was thinking that Committee that's formed too can make some recommendations. But we need to discuss that a little further later. You know, and that's on Per Diems. I don't have anything today ready.

Don Williams: Okay. I don't have anything. Entertain a motion.

Marlin Weisheit: I make a motion to adjourn.

Don Williams: Second, we are adjourned

ADJOURNMENT: Meeting adjourned at 5:10 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.

PP-16-13

HENNESSY SURVEYING, INC.
6085 SOUTH 50 WEST
PORT BRANCH, IN 47648
PHONE: (812) 753-5941
FAX: (812) 753-4559
www.hennessysurveying.com

Monday, July 25, 2016

Warrick County Area Planning Commission
Courthouse Room 201
107 W. Locust St.
Boonville, IN 47601

Dear Ms. Rector:

Our company is in the process of preparing a major sub-division plat for the existing Alcoa property near Newburgh. No improvements are being made. The major sub-division plat is to clear up existing parcel lines. Our company is requesting not to be required any street or drainage plans for the area planning commission. If you have any questions or need more information please feel free to contact me at (812) 455-4992. Thank you for your assistance with this process.

Sincerely,

Kevin Hennessy, P.L.S.
Vice-President
Hennessy Surveying, Inc.

FILED
AUG 0 2 2016
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor
Date: 9-12-16

PP-16-14

FILED
AUG 0 5 2016
WARRICK COUNTY
AREA PLAN COMMISSION

WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, In. 47601

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date: August 2, 2016 (Revised 8/05/2016)

Probable Start Construction: September 2016

Probable Finish Construction: June 2017

Project Location: NE Quadrant of Epworth road and Wellness Trail

Describe in detail type of street construction:

Asphalt Road - two 12 foot lanes with curb and gutter on the south side and stone shoulder on the north side. Additional two lanes and and north curb and gutter to be constructed by others at a future time.

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
Vann Road	4,988	$ 211,450
Storm Sewers/Drainage		342,750
Earthwork		250,000
Seeding		8,080
Striping		1,000
TOTAL		$ 813,280

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:

no sidewalks are required

Total Estimated Cost of Street and Sidewalk Construction is $ 813,280

I/We the Owner/Owners of the above named subdivision certify that the information given above is correct and I/We will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner/Owners Name: PHILIP RAWLEY
(Typed)

Signature:

Address: 325 CROSLAKE DRIVE, EVANSVILLE, IN 47715

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in Compliance with the Standards for road and street construction as set forth in the Subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications is prepared and attached hereto are under my direction and control and were prepared by my employees and me.

Signature:

Typed Name: James A. Famy

Engineer X Licensed Land Surveyor Ind. Reg. No. 60020434

Address: 6200 Vogel Road, Evansville, IN 47715 Phone No.: 812-479-6200

SEAL

I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature:

Typed Name: James A. Famy

Engineer X Licensed Land Surveyor Ind. Reg. No. 60020434

Address: 6200 Vogel Road, Evansville, IN 47715 Phone No.: 812-479-6200

SEAL

Reviewed By: Area Plan Commission

Date: Comments:

By:

Reviewed By: County Engineer

Date: 9/12/16 Comments:

By:

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 12 DAY OF September, 2016.

PRESIDENT

MEMBER

MEMBER

ATTEST:

COUNTY AUDITOR

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2016-16

PLAN COMMISSIONER DOCKET # PC-R-16-08

AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005 and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the "AG" District as shown on said Warrick County Zoning District Maps, be amended as to the described real estate:

Part of the North Half of the Southeast Quarter of Section 15, Township 6 South, Range 9 West, in Warrick County, Indiana, and more particularly described as follows:

Commencing at a 1 inch iron Pipe at the Northwest corner of said Quarter Section, thence along the West line thereof, South 00 degrees 35 minutes 53 seconds West 663.30 feet to the Southwest Corner of a tract of land conveyed to Thomas A. Travers recorded in Document Number 2006R-005510 and being the Point of Beginning; thence along the south line of Travers and extended south line of Travers, South 88 degrees 52 minutes 27 seconds East 300.00 feet to the Southeast Corner of a tract of land conveyed to David and Delores Sloan recorded in Document Number 1997R-005600 in the Office of said Recorder; thence along the East Line of said Sloan tract, North 00 degrees 35 minutes 53 seconds East 24.50 feet to the Southwest Corner of Lot 11 of High Ridge Part III, Section A, Recorded in Plat File 1, Card 205 in the Office of said Recorder; thence along the South line and extended South line of Section A, South 88 degrees 52 minutes 27 seconds East 1261.64 feet, to the Northwest Corner of a tract of land conveyed to Arlene S. Sellers recorded in Document Number 2000R-006249 in the Office of said Recorder; thence along the west line of said Sellers tract, South 00 degrees 35 minutes 53 seconds West 256.73 feet, to the Northeast Corner of Lot 1 of Section C, Part 2, High Ridge East, Recorded in Plat File 1, Card 158 in the Office of said Recorder; thence along the North line and the extended north line of said High Ridge East, North 88 degrees 33 minutes 03 seconds West 1561.75 feet to the West line of said Quarter section and being the Northwest corner of Countrywood Section B as recorded in Document 2001R-014038 in the Office of said Recorder; thence along said West line, North 00 degrees 35 minutes 53 seconds East 223.42 feet to the point of beginning, containing 8.88 acres, more or less.

Subject to the Right of Way of Bell Road to the west side thereof.

Also, Subject to all building and use restrictions of record and all existing easements, highways and right-of-ways.

Also Known as 2622 Bell Road

Which real estate is zoned and classified as part of the Agricultural District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said Agriculture District to said PUD/R-2 District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

Ron Williams
President

Angela Dunlap
Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY INDIANA

County Auditor

Date Approved: 9-12-16

I affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Signature

Printed Name

This document prepared by

. Area Plan Commission

From: Lance Huggins
Sent: Tuesday, September 06, 2016 10:00 AM
To: . Area Plan Commission
Subject: RE: Driveway Permit - 2014 - 020

6 months will be fine.

Lance Huggins
Construction Manager – Midwest
American Tower Corporation
+618-806-2163 (Direct)
Lance.huggins@americantower.com

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From: . Area Plan Commission [mailto:apc@warrickcounty.gov]
Sent: Tuesday, September 06, 2016 9:42 AM
To: Lance Huggins
Subject: RE: Driveway Permit - 2014 - 020

Good Morning. I need to know how long an extension you are requesting? Six months?

Sheila Laser
Assistant Director
Warrick County Area Plan Commission
Room 201 Historic Courthouse
107 W. Locust Street
Boonville, Indiana 47601
(812) 897- 6190 - Telephone
(812) 897-6128 - Fax

From: Lance Huggins [mailto:Lance.Huggins@AmericanTower.com]
Sent: Monday, August 29, 2016 3:07 PM
To: apc@warrickcounty.gov; bhoward@warrickcounty.gov
Cc: Tom Steele; Joe Steele; Tim Miner; Angela Dunlap
Subject: Driveway Permit - 2014 - 020

Hello Shella

Thank you for taking time to discuss this permit with me today. Per our conversation ATC has reached out to our GC "T. Steele Construction" to return to site and install culvert so the driveway permit can be closed out. I would like to request an extension on the permit to allow us time to rectify this open item. Once we have the permit extension approved the GC plans to be on site within 30 days to correct and close out the permit. As soon as the work is completed I have instructed them to reach out to Bob for final walk / approval.

Please let me know if anything else is needed.

Thanks Again,

Lance Huggins
Construction Manager – Midwest
American Tower Corporation
+618-806-2163 (Direct)
Lance.huggins@americantower.com

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BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor
Date: 9-12-16

2

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2016- CC-2016-17

AN ORDINANCE TO AMEND ARTICLE XII RESIDENTIAL OFFICE – "R-O" DISTRICT SECTION I USE REGULATIONS BY DELETING SUBSECTIONS (2) & (3) OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article XII Residential Office – "R-O" District Section 1 be amended by **deleting** subsections (2) and (3) as follows:

(2) Offices for the conduct of real estate, mortgage financing, insurance, or offices of architects, attorney, accountants, tax consultants, engineers, dental or medical (including clinics), or offices of other professions or businesses not involving the sale or handling of merchandise on the premises.

(3) Banks and Finance Offices

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 12 day of September, 2016.

Don Williams, President

Marlin Weisheit, Member

Richard Reid, Member

ATTEST:

Deborah Stevens, Auditor

Public Hearing held by Area Plan Commission 8-8, 2016

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2016- CC-2016-18

AN ORDINANCE TO AMEND ARTICLE XIII NEIGHBORHOOD COMMERCIAL – "C-1" DISTRICT SECTION 3 PERMITTED USES SUBSECTION (12) OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article XIII Neighborhood Commercial – "C-1" District Section 3 Permitted Uses Subsection (12) be amended as follows:

(12) Professional offices for the conduct of real estate, mortgage financing, insurance, architects, attorney, accountants, tax consultants, engineers, medical, optometric and dental (including clinics).

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 12 day of September, 2016.

Don Williams

Don Williams, President

Marlin Weisheit

Marlin Weisheit, Member

Richard Reid, Member

ATTEST:

Deborah Stevens

Deborah Stevens, Auditor

Public Hearing held by Area Plan Commission 8-8, 2016

WARRICK COUNTY COMMISSIONERS ORDINANCE NO. 2016- CC-2016-19

AN ORDINANCE TO AMEND ARTICLE II DEFINITIONS SECTION 2 TERMS DEFINED- GARAGE, PRIVATE OF THE COMPREHENSIVE ZONING ORDINANCE IN EFFECT FOR WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, as follows to wit:

Section 1. That Article II Definitions Section 2 Terms Defined – Garage, Private be amended to read as follows:

GARAGE, PRIVATE

A detached accessory building or portion of a main building, used for the storage of vehicles.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of County Commissioners for Warrick County, State of Indiana.

Approved this 12 day of September, 2016.

Don Williams

Don Williams, President

Marlin Weisheit

Marlin Weisheit, Member

Richard Reid, Member

ATTEST:

Deborah Stevens

Deborah Stevens, Auditor

Public Hearing held by Area Plan Commission 8-8, 2016

DocuSign Envelope ID: C21CCA0D-D20B-4F1E-802A-29DB5C5662F8

Service Agreement

Sprint

Account #: 958991289 **Phone#**
Customer: WARRICK COUNTY GOVERNMENT
Username:
Address: 107 W LOCUST ST STE 301
BOONVILLE IN 47601
Security Question, Answer, and PIN:

eBill

Reduce paper and clutter by signing up for eBill and have your account invoice emailed to you each month (if you have not signed up for eBill already). It's better for the environment and easier for you. Log into www.sprint.com (choose My Preferences then My Bill) or contact us to sign up today.

Phone Information

ICC / SIM ID:	**Security Lock Code:**
Handset Serial #:	**ESN/ MEID:**

Your Charges / Credits

Charges		
Activation Fee	*($30 per line applied to next or following bill)*	
Upgrade Fee		$0.00
Equipment Fee		$249.98
Security Deposit		$0.00
One-Time Charges *(not including activation fees)*		**$249.98**
Promotions (Promotions will be credited in the upcoming bill cycles)		
Activation Fee Credit		$0.00
Upgrade Fee Credit		$0.00
First Month Service Credit		$0.00
Flat Service Credit		$0.00
One-Time Credits		**$0.00**
Monthly Service Charges		
Total Estimated Monthly Service Charges		*

Promotional Plans/Credits	Price	Duration

Your bill may be higher than you expected due to:

- Partial-month charges
- Casual text or data usage
- Equipment billed to your account
- Full-month charges in advance
- Activation fee
- AppleCare+ $99 or $129 per line (if applicable)

* Monthly service charges exclude taxes, Sprint Surcharges [incl. USF charge of up to 17.9% (varies quarterly), Administrative Charge (up to $2.50/line/mo.), Regulatory Charge ($0.40/line/mo.) & state/local fees by area (approx. 5-20%)]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: sprint.com/taxesandfees.

** Family and Share MRC plan rates may vary by subscriber ranking and device type. Because actual ranking is not known until activation the MRC displayed on the Subscriber Agreement is estimated.

Term Commitment

Order Date: 08/20/16 **Duration:** 24 months

I understand that if I have a term commitment and cancel Service Agreement before it ends, I will be charged an Early Termination Fee (ETF) of up to $350/line for Advanced Devices & up to $200 ETF/line for other devices.
Installment Acceleration Policy: If you terminate your wireless service, then unless otherwise prohibited by law, you will be required to pay the entire balance within the time period provided for in your Installment Agreement.

Sprint.com

Sprint offers quick and easy options for managing your account online. Visit sprint.com today.

- Add a line to your account or upgrade your phone
- View activity and minutes of use
- Pay your bill, change bill detail & view billing history
- Reset your voicemail password
- Manage wireless downloads
- Update your contact information
- View coverage information

Important Information

Sprint is committed to ensuring that you are satisfied with your service plan, device and our network. *You'll benefit from:* **Sprint Satisfaction Guarantee / Return Policy:** Enjoy the benefit of trying your new product for 30 days for new lines of service activated 3/25/16 or after and 14 days for upgrades and exchanges. If you aren't 100% satisfied with your product, return your device to the original place of purchase and contact us to deactivate service within 30/14 days of activation as applicable or 14 days after purchase for accessories and devices purchased with no service. A $35 restocking fee ($75 for Tablets, Notebooks and Netbooks) may apply. Visit sprint.com/returns for full details and promotional offers. **Monthly Plan Information:** Discounted device purchases will incur an additional $25/mo/line subsidized phone charge. Please reference the sales materials for applicable offer details. Please reference the sales materials for applicable offer details. **Usage Limitations:** Sprint may terminate service if off-network roaming usage in a month exceeds: (1) 800 min. or a majority of min. (2) 100MB or a majority of KB. Prohibited network use rules apply. To improve the data experience for the majority of users, throughput speeds may be limited, varied or reduced on the network. See sprint.com/termsandconditions. **3G/4G MB or Tablet Plan:** Monthly off-network allowance varies by plan. 100MB off-network plan allowance: 25MB/Mo.; 1GB or 3GB off-network plan allowance: 100MB/mo.; 6GB, 12GB and 30GB off-network plan allowance: 300MB/mo. Additional off-network data: $0.25/MB. Additional on-network data for 3G/4G Tablet Plans: $.015/MB. Additional on-network data for 3G/4G MBB Plans: $.05/MB. **Data Access Notice:** Sprint can help prevent the transmission of material harmful to minors on certain devices by allowing access to a limited number of websites or restricting internet access. For more information, call *2 or ask your rep.

Order Number: DM14-O-32269746

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Other Important Information

Detailed Bill Fee: A detailed bill, which is always available in your Sprint online account, provides comprehensive call details to customers, including, phone numbers dialed/received, call lengths, types and times. A $1.99/mo./line fee applies if you receive a paper invoice with detailed billing. You can avoid this fee if you select and ebill or the summary paper invoice.

Wireless Emergency Alerts: Free wireless emergency alerts are now available on capable devices on the Nationwide Sprint Network. For information and availability, see rep. or visit sprint.com.

Employees and Organization Member Discounts: Discount available to eligible employees or members of a company, association, or group participating in the NVP program. Subject to change according to the entity's agreement with Sprint. Available on select plans only for eligible lines.

Email Communications: If you gave Sprint your email address, important account-related information will be sent to the email address including, but not limited to, a welcome letter and contract confirmation letters, your invoice and other information. Please make sure the email address provided is valid and updated.

Usage Alerts: Sprint provides ways to monitor and control your usage. For all the ways Sprint makes it easier for you to control your costs, visit sprint.com/usagealerts.

Early Upgrade Option for Installment Billing and Lease: Devices eligible for enrollment within 30 days of new activation or upgrade.

Waived Access Charge Eligibility: Requires port-in, new tablet or new MBB line with non-discounted device (Lease/Installment) purchase on qualified Share Pack data tier. Access charge waived on qualified line(s) only. May be subject to a line waiver maximum. Plan change may result in removal of waiver.

Please also note:

- We may make changes to the Ts&Cs or other parts of the Service Agreement from time-to-time and will provide you notice of any important changes. The Ts&Cs set forth your rights in the event we make an important change. To ensure you have the most current version of our Ts&Cs, go to www.sprint.com/termsandconditions or contact Customer Service.
- Except for deactivations under our return policy, if your service is modified or terminated before the end of your bill cycle, no credit or refund will be provided for unused minutes or other services and monthly service charges will not be prorated to the date of termination.
- **Plan Changes:** Sprint allows you to change to any eligible plan at any time without extending your contract, so if your needs change, so can your plan. Pricing Plans may vary based on your eligibility. Device and Term restrictions may apply. Switching plans may result in the loss of your previously available price plans, service discounts and add-ons on the line of service.
- **Device Security:** Password protecting your wireless device is essential to securing your data and privacy. To learn more about managing your password and security settings, please review your device guide or visit Sprint.com.
- **eBill:** By providing your email address and consenting to Sprint eBill, you agree to electronic invoice delivery, confirm your ability to access your invoice online, and understand you can change electronic delivery any time.
- **Recycling Your Old Electronic Device?** Please visit sprint.com/recycle for information about recycling in your state, including state agency website and contact information. (In CT: ct.gov/dep/cwp/view.asp?a=2714&q=397480&depNav_GID=1645 or 860 424-3000; IL: epa.state.il.us/land/electronic-waste-recycling/index.html or 217 524-6713; IN: in.gov/idem/recycle/2352.htm or 800 988-7901; OR: www.deq.state.or.us/lq/ecycle/ or 888 532-9253; or, RI: www.dem.ri.gov/ewaste/index.htm or 401 222-6800.)
- **AppleCare+:** If you purchased AppleCare+, it includes coverage for up to two incidents of accidental damage from handling, each subject to a $49, $79 or $99 service fee, depending on model. For complete terms and conditions, visit: www.apple.com/legal/applecare. AppleCare+ is not available for customers in Guam, Puerto Rico or the Virgin Islands. AppleCare+ is provided by ACSC, Inc.
- **Network Management:** Prohibited network use rules apply. To improve the data experience for the majority of users, throughput speeds may be limited, varied or reduced on the network. Unlimited customers who use more than 23GB of data during a billing cycle will be de-prioritized during times and places where the Sprint network is constrained. For important information on Sprint's network management tools, policies and other related information, please visit sprint.com/networkmanagement and see sprint.com/termsandconditions.
- **Payment Upon Default:** If you provide your credit or debit card information to us at any time, you authorize us to charge your cards until successful for all delinquent amounts you owe us, as permitted by applicable law. You agree that Sprint may obtain updated information from card networks, issuers or other third-party sources.

THIS CONTRACT CONTAINS A MANDATORY ARBITRATION PROVISION THAT DISALLOWS CLASS ACTIONS, A CLASS ACTION WAIVER PROVISION, AND A JURY WAIVER PROVISION.

MANDATORY ARBITRATION: As set forth fully in the Ts&Cs, we each agree to a mandatory arbitration provision that provides that (except for matters properly brought to small claims court) any claim, controversy, or dispute of any kind between you and Sprint must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.

I have been provided: (a) Plans brochure containing detailed pricing and other important information related to the services selected; (b) coverage map brochure; (c) the Ts&Cs and any other agreement provided during the transaction; and (d) I have reviewed the Insurance & Repair Options and understand that I have 30 days from activation to opt-in.

Carefully review the information in this Subscriber Agreement, the plans and coverage brochures for the services selected, and the General Terms & Conditions (Ts&Cs) of service, which together form the Service Agreement. The Service Agreement includes full service and coverage details, as well as other important terms (e.g., mandatory arbitration of disputes, limitations of liability, disclaimer of warranties, automatic renewal provisions, etc.). By signing below, you (i) represent that all information that you have provided to Sprint is correct; (ii) agree that you have read and agreed to all terms of thisAgreement, including the terms of your service plan, the Ts&Cs and any other agreement provided during the sales transaction; and (iii) if acting on behalf of a business, represent that you have authorization to legally bind the business and agree to pay all charges if that business denies responsibility. AFTER YOU HAVE SATISFIED YOUR TERM COMMITMENT, YOUR SERVICE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL YOU CONTACT SPRINT (DIAL *2 FROM YOUR DEVICE) TO CANCEL YOUR SERVICES. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES

Customer Signature: Roger Emmons (DocuSigned by: D8D8DFCCB028497...) **Sales Agent Name:** Terry Phillippe **Date:** 8/29/2016

Device Protection Plans (CUSTOMER CONSENT REQUIRED)

Total Equipment Protection/Total Equipment Protection Plus/Total Tech Expert

Total Equipment Protection (TEP): Combines ERP and ESRP programs. Plus, for compatible devices, device recovery and the automatic backup of photos and videos. You may buy TEP within the first 30 days of activation or upgrade on your device, and you may cancel any time and receive a prorated refund/credit. Pricing varies by device and is either $9 or $11 per month.

Total Equipment Protection Plus (TEPPlus): Includes all the coverage of TEP, plus additional storage for the automatic backup of photos and videos, built-in antivirus security, and oneclick access to a tech expert for premium support. Total Equipment Protection Plus is $13 per month.

Equipment Replacement Program (ERP): Loss, theft, liquid or physical damage. Insurance Replacement Deductible: A nonrefundable deductible of up to $250 (depending on model), per approved claim. Visit sprint.com/deviceprotection for a complete list of phone models and deductible amounts. Insurance Repair Deductible: A nonrefundable deductible of up to $125 (depending on model), per approved claim. Replacement Devices: Replacement equipment may be new or a Sprint certified remanufactured device and/or a comparable model. Limit: Up to 3 approved replacements within any consecutive 12-months (up to $1500 per claim). To file a claim, visit phoneclaim.com/sprint or call Asurion at 800-584-3666.

Equipment Service and Repair Program (ESRP): Failure due to mechanical or electrical failure, normal wear and tear or defects. To get your device repaired under the ESRP, go to a Sprint Phone Repair Center and it will be repaired or replaced in 2 days or less in most cases. When a replacement device must be ordered, it typically will arrive in three to four business days and may require a return visit to the Repair Center for replacement device pickup. Service Fee: First two repairs/exchanges included at no additional charge. A $25 service fee applies to each subsequent repair/exchange within a consecutive 12-month period.

Total Tech Expert (TTE): Expert Support for devices on accounts with Total Equipment Protection Plus (TEPP) and any device that can connect to a wireless network in your home. If TEPP coverage is cancelled, TTE will remain on your account as long as there is another mobile number with TEPP coverage. Total Tech Expert is $12 per month, per account.

Cancellation: You may cancel these optional coverages at any time and receive a prorated refund/credit. **Arbitration and Limitation of Liability Provisions:** Your access to and use of the TEP, TEPP, ERP, ESRP or TTE services ("Services") is subject to the MANDATORY ARBITRATION and CLASS ACTION WAIVER PROVISIONS and its LIMITATION OF LIABILITY PROVISIONS contained within those terms. (State variations may apply, please see your program terms and conditions.)

Advanced Protection Programs:

Advanced Protection Pack: ($13/month/device) covers loss, theft, accidental damage, mechanical & electrical breakdown due to defects or normal wear and tear and provides tech support and data protection services. You are allowed 3 approved claims in a rolling 12-month period for loss, theft, and accidental damage claims and a non-refundable deductible applies for each approved claim. For devices with a non-subsidized retail price of $0 - $449.99, the deductible is $100. For devices with a non-subsidized retail price greater than $450.00, the deductible is $200. There is no deductible or limit on the number of service requests for failure due to mechanical & electrical breakdown. A $1,500 limit applies to each approved claim and service request.†

Advanced Device Service & Support: ($6/month/device) covers mechanical & electrical failure due to defects or normal wear and tear and provides tech support and data protection services. No service request limit or deductible applies (maximum $1,500 per service request).

Advanced Device Insurance: ($7/month/device) covers accidental damage, loss, and theft. You are allowed 3 claims in a rolling 12-month period with a maximum of $1,500 per claim. A non-refundable deductible applies to each approved claim. For devices with a non-subsidized retail price of $0 - $449.99, the deductible is $100. For devices with a non-subsidized retail price greater than $450.00, the deductible is $200.

Data Protection: Data Protection requires registration and installation on your device and availability may vary by device. Your installation and use of Data Protection is governed by an end-user license agreement.

Additional Information: To file a claim, visit www.mydeviceprotection.com or call eSecuritel at 844-225-6335. We will make a reasonable effort to repair your device. If your device cannot be repaired, it will be replaced with a remanufactured or refurbished device of like kind and quality. Such device may be a different brand, model, and/or color and contain non-original manufacturer parts and accessories. You are not required to enroll in any coverage to buy or lease your device. You may cancel your optional coverage at any time and receive a prorated refund/credit of any unearned amounts as required by law. A full copy of terms and conditions available at www.mydeviceprotection.com.

Total Equipment Protection Plus is a combination of Total Equipment Protection and Tech Expert. Total Equipment Protection is a combination of the Equipment Replacement Program underwritten by Continental Casualty Company, a CNA company (CNA), and administered by Asurion Protection Services, LLC, a licensed agent of CNA (In Iowa, Lic. #1001002300. In California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.) and the Equipment Service and Repair Program administered by Asurion Warranty Protection Services, LLC or one of its affiliates. The ESRP is available separately. New York residents only may purchase ERP Insurance separately for $2.50 or $7.50 depending on your device. All applicable taxes and surcharges extra. Please see the device protection brochure available at any participating retail location or visit sprint.com/deviceprotection for complete terms of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device. † Advanced Protection Pack is a combination of the Advanced Device Insurance and Advanced Device Service & Support programs. Advanced Device Insurance is underwritten by Zurich American Insurance Company. Brightstar Agency, LLC (In California DBA eSecuritel Insurance Agency, LLC license # 0H08204. In Iowa license #1002035391.) is the licensed agent and Brightstar Device Protection, LLC administers the program. Advanced Device Service & Support is administered by Brightstar Device Protection, LLC.

Contact Us

Sign in or register at www.sprint.com/mysprint to manage your account.
Dial *3: Make a payment
Dial *4 English/*5 Spanish: Check your minutes and account balance
Toll-free Customer Service: 888-211-4727 (or Dial *2)
Toll-free Business Care: 800-927-2199
Sales, upgrades, or additional lines: 800-SPRINT1

Early Termination Fees

If you have a term commitment and cancel your Service Agreement early, an Early Termination Fee (ETF) applies. The ETF is prorated and calculated by taking the months remaining on your Service Agreement times $20 for Advanced Devices, with a maximum of $350 and minimum of $100 or months remaining times $10 for other devices with a maximum of $200 and minimum of $50. No ETF applies for cancellations in compliance with Sprint's Return Policy or if your Service Agreement is month to month. For details, visit www.sprint.com/etf.

Order Number: DM14-O-32269746

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Confirmation of Benefit Changes Effective 9/1/16
Warrick County

1. The provision that was previously added in Amendment #2 that allowed the spouse of an active employee who was age 54 or older and was eligible for coverage through the spouse's own employer to be on the plan as long as they were still enrolled in their own coverage is being removed. Those spouses who are currently covered under this amendment will be grandfathered into the coverage, and would not be terminated.

The special enrollment for active employees that allows their spouses to enroll under the loss of coverage will now be extended to retiree spouses as well. This only applies if the spouse was active under their own coverage at the time of the Warrick County employee's retirement.

The continuation provision that allows spouses of retirees who are age 65 or older to remain on the County's plan until the spouse turns 65 (in case the spouse loses their own coverage and needs to be covered under the County's plan) will be allowed for all spouses, regardless of whether or not they were active on the County's plan at the time that they lost coverage with their employer. This only applies if the spouse was active under their own employer's coverage at the time of the Warrick County employee's retirement.

The undersigned, a representative of the Plan Administrator, has requested that the above changes be made to the referenced Plan(s). Upon my signature below, I hereby authorize MedBen to make the requested amendments. I understand that the language used in amending the Plan and its respective SPD may not exactly match the language used above. I also understand that the information on this form will be used to determine eligibility, process claims and answer customer service inquiries. I hereby agree to indemnify and hold MedBen harmless for any claims or losses that may arise from its use of this information.

Don Williams, Plan Administrator
Signature

September 12, 2016
Date

Confirmation of Benefits Form.Revision 0 (10022008)
GSR Form #32

C. within thirty (30) days of the date of the eligible employee's marriage. The eligible employee, the new Dependent spouse, and any other eligible Dependent children who are eligible as a result of the marriage are entitled to this special enrollment period. Coverage shall become effective on the date of the marriage;

D. within thirty (30) days of the entry of an order requiring the employee to provide medical coverage for a Dependent child. The eligible employee, and the Dependent child or children who are the subject of the court order are entitled to this special enrollment period. Coverage shall become effective on the date of the court order;

E. within sixty (60) days of the date an eligible employee and/or his or her Dependent(s) first become eligible for coverage under a state Medicaid or Children's Health Insurance Program (CHIP), or, if covered, becomes ineligible for coverage through such programs. The eligible employee and any eligible Family member who becomes eligible or loses eligibility through such programs, are eligible to enroll during this special enrollment period. Coverage shall become effective on the date of eligibility/ineligibility;

F. within thirty (30) days of the date coverage under another group health plan or health insurance coverage was lost, if:

1. the reason the eligible employee and/or Dependent did not enroll for coverage under this Plan when initially eligible was the existence of the other coverage; and
2. the person lost coverage under the other plan due to one (1) of the following:
   a. if covered under a COBRA continuation provision, the exhaustion of COBRA continuation coverage under the other plan;
   b. the loss of eligibility for coverage due to legal separation, divorce, death, termination of employment, reduction in hours of employment or other involuntary loss of eligibility (with the exception of terminations due to fraud or failure to pay premiums);
   c. the overall lifetime maximum benefit under the other coverage has been exhausted so that no further expenses will be payable under such coverage; or
   d. the termination of employer contributions towards such other coverage.

Coverage for which a person is eligible under this provision shall become effective on the date coverage was lost under the other Plan;

G. within thirty (30) days for any Retiree that meets the requirements listed for listed for a "merit deputy" as listed in the Retiree definition in Section 3.1, will be entitled to enroll during this special enrollment period, provided that not more than ten (10) years have expired since the date of his or her retirement with the Employer, and he or she is still not eligible for Medicare. **Any application under this provision is subject to approval by the Plan Administrator, in its discretion.** The loss of coverage must be through another employer based health plan that covered the Retiree as an active employee. This special enrollment will also apply to any spouse of such merit deputy Retiree, provided such spouse was covered under this Plan on the day prior to the Retiree's retirement;

H. within thirty (30) days of the date a Dependent first becomes eligible for coverage or re-eligible after a period of ineligibility. The employee must already be enrolled as a Participant, and only the newly eligible/re-eligible Dependent will be eligible for this special enrollment period. Coverage will be effective on the date the Dependent becomes eligible/re-eligible for coverage;

I. within thirty (30) days of the date a Dependent spouse of an active Participant or Retiree become ineligible for coverage through his or her own employer. In order to qualify for this special enrollment period, a spouse of a Retiree must have been continuously covered

i) a husband and wife are both eligible for coverage under this Plan as an active employee under the requirements listed in Section 5.2, and are covered either as a Participant and Dependent spouse, or as two (2) separate Participants;
ii) the employee who is currently enrolled as a Participant becomes eligible for coverage as a Retiree, and loses eligibility for coverage as an active employee;
iii) the employee who is enrolled as a Dependent spouse, or separately as a Participant, remains eligible for coverage as an active employee;
iv) written application for coverage under the active employee is submitted for the active employee, if necessary, and any eligible Dependents who are enrolled in this Plan under either spouse (including the newly eligible Retiree spouse), within the thirty (30) day period listed above; and
v) then all Family members who were covered under either spouse at the time of the retirement will be covered under the active employee spouse.

Any eligible Retiree who remains continuously covered under this Plan as a Dependent of an active employee from the date of his or her retirement until the date he or she subsequently loses eligibility as a Dependent will be entitled to apply for Retiree coverage for his or her self at the time such eligibility as a Dependent ceases. This special enrollment also includes any eligible Dependents who also lose eligibility at that time, provided such Retiree application is submitted within thirty (30) days of the loss of eligibility.

In no event shall any eligible person under this Plan become effective for coverage prior to the end of the Participant waiting period described in Section 5.2 or the date the Participant becomes covered under this Plan."

3) Section 5.10, entitled, "**DEPENDENT TERMINATION,**" as set forth in Article V of the Plan, and as amended in Amendment No.1 and Amendment No. 2, is amended in its entirety, as follows:

"**5.10 DEPENDENT TERMINATION**

Dependent Coverage terminates immediately upon the earliest of the following dates:

A. the date the Participant's coverage ceases under this Plan, unless the Dependent of a Retiree who is continued under the provisions of Section 5.15;
B. the date the Dependent ceases to be a Dependent, as defined in the Plan;
C. if enrolled as a Dependent spouse, the date that such spouse becomes eligible for medical coverage through his or her own employer. If enrolled between August 1, 2015 and August 31, 2016, such spouse will become ineligible only if not enrolled in his or her employer's coverage if the Participant is age fifty-four (54) or older;
D. the date specified in the notification from the Plan Administrator that coverage is terminated due to fraud or a material fraudulent act committed or contributed to by the Dependent, including, but not limited to, intentionally submitting false claims to the Plan, or knowingly allowing the use of a Plan identification card to obtain Plan benefits by a person who is not authorized to do so;
E. December 31st of any Calendar Year in which coverage was voluntarily terminated during an open enrollment period;
F. the end of the month following the date the Participant notifies the Plan Administrator, in writing, that such coverage should be terminated;
G. the last day of the period for which a Participant Contribution for Dependent Coverage was made following the date the Participant fails to make any required Participant Contribution for Dependent Coverage; or
H. the date of cancellation of Dependent benefits under this Plan.

E. December 31st of any Calendar Year in which coverage was voluntarily terminated during an open enrollment period;
F. the end of the month following the date the Participant notifies the Plan Administrator, in writing, that such coverage should be terminated;
G. the last day of the period for which a Participant Contribution for Dependent Coverage was made following the date the Participant fails to make any required Participant Contribution for Dependent Coverage; or
H. the date of cancellation of Dependent benefits under this Plan.
I. the last day of the month in which a Dependent child ceases to be an eligible Dependent due to reaching the limiting age of twenty-six (26).

In addition, coverage may continue under the Plan, under certain circumstances and in accordance with applicable federal laws. Such continuation may be at the Participant's or Dependent's own expense. For further clarification, refer to the COBRA continuation coverage as described in Article VII."

4) Section 5.15, entitled, **"CONTINUATION OF COVERAGE OF A NON-MEDICARE ELIGIBLE SPOUSE/ OTHER ELIGIBLE DEPENDENTS OF A MEDICARE ELIGIBLE RETIREE,"** as added to Article X in Summary of Material Modifications No. 2 to the SPD, is amended, in its entirety, as follows:

"5.15 CONTINUATION OF COVERAGE OF A NON-MEDICARE ELIGIBLE SPOUSE/ OTHER ELIGIBLE DEPENDENTS OF A MEDICARE ELIGIBLE RETIREE

If a Retiree becomes ineligible for coverage under this Plan because he or she becomes eligible for Medicare and the Medicare Supplement Plan sponsored by Warrick County, his or her spouse, and any other then eligible Dependent child who is covered under this Plan as the Retiree's Dependent can continue coverage under this Plan until the earliest of the following dates:

A. the date the Participant or Dependent spouse fails to make any required Participant Contribution for this coverage;
B. the date the Dependent spouse or child elects to drop this coverage (once such coverage is terminated, it cannot be reinstated);
C. the date that the Dependent would no longer have met the definition of a Dependent had the Retiree remained on this coverage;
D. the date that the Dependent spouse turns age sixty-five (65), or otherwise becomes eligible for Medicare; or
E. the date that this Plan is terminated or this provision is eliminated from the Plan.

Continuation as described above is limited to Dependents who were covered as of the date the Participant became ineligible for coverage due to age, with the exception of non-Medicare eligible spouse who was not covered under this Plan because he or she was covered under the spouse's own employer's plan (and has remained so covered since the date of the Retiree's retirement) on the date the Retiree turned age sixty-five (65), provided the Retiree was a Participant under this Plan on that date. Once such spouse becomes ineligible for his or her own coverage, such spouse can to added to this coverage as of the date the coverage was lost, and will remain eligible until the spouse's sixty-fifth (65th) birthday or Medicare eligibility, whichever occurs first, provided all other conditions listed above are satisfied. Any continuation rights that the Participant may be entitled to under the provisions of COBRA, as described in **Article VII**, shall run concurrently with the period of continuation described above."

Warrick County Government hereby adopts the above amendments to the Warrick County Government Employee Health Benefit Plan, effective on September 1, 2016.
ADOPTED, this 12TH day of SEPTEMBER, 2016.

PLAN ADMINISTRATOR FOR THE
WARRICK COUNTY GOVERNMENT
EMPLOYEE HEALTH BENEFIT PLAN

WARRICK COUNTY GOVERNMENT
EMPLOYEE HEALTH BENEFIT PLAN

AMENDMENT NO. 4

The Warrick County Government Employee Health Benefit Plan (hereinafter referred to as "Plan") is hereby amended and modified as set forth below. Such amendments are effective as of September 1, 2016.

1) Subsection A in the definition, **"DEPENDENT,"** in Section 3.1, entitled, **"GENERAL AND MEDICAL PLAN DEFINITIONS,"** as set forth in the Plan and as amended in Amendment No. 2, is amended in its entirety, as follows:

"A. the Participant's legal spouse who:
1. has met all requirements of a valid marriage contract in the state in which such parties were married;
2. is of the opposite sex of the Participant. In no event shall the term "spouse" include an individual who is the same sex as the Participant, regardless of whether such relationship is recognized in any way under any state law; and
3. is not eligible for similar medical coverage through his or her own employer. If the Participant is age fifty-four (54) or older, such spouse will still be eligible for this coverage if he or she is enrolled in such coverage. Such spouse can be re-enrolled in this coverage during any Plan open enrollment period occurring after the Participant turns age fifty-four (54). Effective September 1, 2016, any spouse who is eligible for coverage under his or her own employer will no longer be eligible for coverage under this Plan as long as such spouse is still eligible for the other coverage, unless enrolled under this provision prior to September 1, 2016; or"

2) Section 5.7, entitled **"SPECIAL ENROLLMENT PERIODS,"** as set forth in Article V, and as amended in Amendment No. 2, of the Plan, is amended, in its entirety, as follows:

"5.7 SPECIAL ENROLLMENT PERIODS

An eligible person for whom written application for coverage is submitted under any of the circumstances listed below will be eligible for coverage on the date specified below, and will not be required to wait for an Open Enrollment Period to apply for coverage. A Retiree or his or her spouse who was not enrolled in this Plan on the day prior to the date of his or her retirement or who terminates this coverage after such retirement, except as specifically indicated below, are not eligible for enrollment during a special enrollment period:

A. within thirty (30) days of the date of a Dependent child's birth. The eligible employee, the Newborn and the Dependent spouse are entitled to this special enrollment period. Coverage shall become effective on the date of the Dependent child's birth;
B. within thirty (30) days after the adoption of a Dependent child, or the Placement for Adoption with the employee of such a child. The eligible employee, the newly acquired Dependent child and the Dependent spouse are entitled to this special enrollment period. Coverage shall become effective on the date of the adoption or Placement for Adoption;
C. within thirty (30) days of the date of the eligible employee's marriage. The eligible employee, the new Dependent spouse, and any other eligible Dependent children who are eligible as a result of the marriage are entitled to this special enrollment period. Coverage shall become effective on the date of the marriage;
D. within thirty (30) days of the entry of an order requiring the employee to provide medical coverage for a Dependent child. The eligible employee, and the Dependent child or

C. within thirty (30) days of the date of the eligible employee's marriage. The eligible employee, the new Dependent spouse, and any other eligible Dependent children who are eligible as a result of the marriage are entitled to this special enrollment period. Coverage shall become effective on the date of the marriage;

D. within thirty (30) days of the entry of an order requiring the employee to provide medical coverage for a Dependent child. The eligible employee, and the Dependent child or children who are the subject of the court order are entitled to this special enrollment period. Coverage shall become effective on the date of the court order;

E. within sixty (60) days of the date an eligible employee and/or his or her Dependent(s) first become eligible for coverage under a state Medicaid or Children's Health Insurance Program (CHIP), or, if covered, becomes ineligible for coverage through such programs. The eligible employee and any eligible Family member who becomes eligible or loses eligibility through such programs, are eligible to enroll during this special enrollment period. Coverage shall become effective on the date of eligibility/ineligibility;

F. within thirty (30) days of the date coverage under another group health plan or health insurance coverage was lost, if:

1. the reason the eligible employee and/or Dependent did not enroll for coverage under this Plan when initially eligible was the existence of the other coverage; and
2. the person lost coverage under the other plan due to one (1) of the following:
   a. if covered under a COBRA continuation provision, the exhaustion of COBRA continuation coverage under the other plan;
   b. the loss of eligibility for coverage due to legal separation, divorce, death, termination of employment, reduction in hours of employment or other involuntary loss of eligibility (with the exception of terminations due to fraud or failure to pay premiums);
   c. the overall lifetime maximum benefit under the other coverage has been exhausted so that no further expenses will be payable under such coverage; or
   d. the termination of employer contributions towards such other coverage.

Coverage for which a person is eligible under this provision shall become effective on the date coverage was lost under the other Plan;

G. within thirty (30) days for any Retiree that meets the requirements listed for a "merit deputy" as listed in the Retiree definition in Section 3.1 will be entitled to enroll during this special enrollment period, provided that not more than ten (10) years have expired since the date of his or her retirement with the Employer, and he or she is still not eligible for Medicare. Any application under this provision is subject to approval by the Plan Administrator, in its discretion. The loss of coverage must be through another employer based health plan that covered the Retiree as an active employee. This special enrollment will also apply to any spouse of such merit deputy Retiree, provided such spouse was covered under this Plan on the day prior to the Retiree's retirement;

H. within thirty (30) days of the date a Dependent first becomes eligible for coverage or re-eligible after a period of ineligibility. The employee must already be enrolled as a Participant, and only the newly eligible/re-eligible Dependent will be eligible for this special enrollment period. Coverage will be effective on the date the Dependent becomes eligible/re-eligible for coverage;

I. within thirty (30) days of the date a Dependent spouse of an active Participant or Retiree become ineligible for coverage through his or her own employer. In order to qualify for this special enrollment period, a spouse of a Retiree must have been continuously covered

E. December 31st of any Calendar Year in which coverage was voluntarily terminated during an open enrollment period;

F. the end of the month following the date the Participant notifies the Plan Administrator, in writing, that such coverage should be terminated;

G. the last day of the period for which a Participant Contribution for Dependent Coverage was made following the date the Participant fails to make any required Participant Contribution for Dependent Coverage; or

H. the date of cancellation of Dependent benefits under this Plan.

I. the last day of the month in which a Dependent child ceases to be an eligible Dependent due to reaching the limiting age of twenty-six (26).

In addition, coverage may continue under the Plan, under certain circumstances and in accordance with applicable federal laws. Such continuation may be at the Participant's or Dependent's own expense. For further clarification, refer to the COBRA continuation coverage as described in Article VII."

4) Section 5.15, entitled, "CONTINUATION OF COVERAGE OF A NON-MEDICARE ELIGIBLE SPOUSE/ OTHER ELIGIBLE DEPENDENTS OF A MEDICARE ELIGIBLE RETIREE," as added to Article X in Summary of Material Modifications No. 2 to the SPD, is amended, in its entirety, as follows:

"5.15 CONTINUATION OF COVERAGE OF A NON-MEDICARE ELIGIBLE SPOUSE/ OTHER ELIGIBLE DEPENDENTS OF A MEDICARE ELIGIBLE RETIREE

If a Retiree becomes ineligible for coverage under this Plan because he or she becomes eligible for Medicare and the Medicare Supplement Plan sponsored by Warrick County, his or her spouse, and any other then eligible Dependent child who is covered under this Plan as the Retiree's Dependent can continue coverage under this Plan until the earliest of the following dates:

A. the date the Participant or Dependent spouse fails to make any required Participant Contribution for this coverage;

B. the date the Dependent spouse or child elects to drop this coverage (once such coverage is terminated, it cannot be reinstated);

C. the date that the Dependent would no longer have met the definition of a Dependent had the Retiree remained on this coverage;

D. the date that the Dependent spouse turns age sixty-five (65), or otherwise becomes eligible for Medicare; or

E. the date that this Plan is terminated or this provision is eliminated from the Plan.

Continuation as described above is limited to Dependents who were covered as of the date the Participant became ineligible for coverage due to age, with the exception of non-Medicare eligible spouse who was not covered under this Plan because he or she was covered under the spouse's own employer's plan (and has remained so covered since the date of the Retiree's retirement) on the date the Retiree turned age sixty-five (65), provided the Retiree was a Participant under this Plan on that date. Once such spouse becomes ineligible for his or her own coverage, such spouse can to added to this coverage as of the date the coverage was lost, and will remain eligible until the spouse's sixty-fifth (65th) birthday or Medicare eligibility, whichever occurs first, provided all other conditions listed above are satisfied. Any continuation rights that the Participant may be entitled to under the provisions of COBRA, as described in Article VII, shall run concurrently with the period of continuation described above."

WARRICK COUNTY GOVERNMENT
HIGH DEDUCTIBLE BENEFIT PLAN

AMENDMENT NO. 4

The Warrick County Government Employee High Deductible Benefit Plan (hereinafter referred to as "Plan") is hereby amended and modified as set forth below. Such amendments are effective as of September 1, 2016.

1) Subsection A in the definition, "DEPENDENT," in Section 3.1, entitled, "GENERAL AND MEDICAL PLAN DEFINIONS," as set forth in the Plan and as amended in Amendment No. 2, is amended in its entirety, as follows:

"A. the Participant's legal spouse who:

1. has met all requirements of a valid marriage contract in the state in which such parties were married;
2. is of the opposite sex of the Participant. In no event shall the term "spouse" include an individual who is the same sex as the Participant, regardless of whether such relationship is recognized in any way under any state law; and
3. is not eligible for similar medical coverage through his or her own employer. If the Participant is age fifty-four (54) or older, such spouse will still be eligible for this coverage if he or she is enrolled in such coverage. Such spouse can be re-enrolled in this coverage during any Plan open enrollment period occurring after the Participant turns age fifty-four (54). Effective September 1, 2016, any spouse who is eligible for coverage under his or her own employer will no longer be eligible for coverage under this Plan as long as such spouse is still eligible for the other coverage, unless enrolled under this provision prior to September 1, 2016; or"

2) Section 5.7, entitled "SPECIAL ENROLLMENT PERIODS," as set forth in Article V, and as amended in Amendment No. 2, of the Plan, is amended, in its entirety, as follows:

"5.7 SPECIAL ENROLLMENT PERIODS

An eligible person for whom written application for coverage is submitted under any of the circumstances listed below will be eligible for coverage on the date specified below, and will not be required to wait for an Open Enrollment Period to apply for coverage. A Retiree or his or her spouse who was not enrolled in this Plan on the day prior to the date of his or her retirement or who terminates this coverage after such retirement, except as specifically indicated below, are not eligible for enrollment during a special enrollment period:

A. within thirty (30) days of the date of a Dependent child's birth. The eligible employee, the Newborn and the Dependent spouse are entitled to this special enrollment period. Coverage shall become effective on the date of the Dependent child's birth;

B. within thirty (30) days after the adoption of a Dependent child, or the Placement for Adoption with the employee of such a child. The eligible employee, the newly acquired Dependent child and the Dependent spouse are entitled to this special enrollment period. Coverage shall become effective on the date of the adoption or Placement for Adoption;

C. within thirty (30) days of the date of the eligible employee's marriage. The eligible employee, the new Dependent spouse, and any other eligible Dependent children who are eligible as a result of the marriage are entitled to this special enrollment period. Coverage shall become effective on the date of the marriage;

D. within thirty (30) days of the entry of an order requiring the employee to provide medical coverage for a Dependent child. The eligible employee, and the Dependent child or

i) a husband and wife are both eligible for coverage under this Plan as an active employee under the requirements listed in Section 5.2, and are covered either as a Participant and Dependent spouse, or as two (2) separate Participants;

ii) the employee who is currently enrolled as a Participant becomes eligible for coverage as a Retiree, and loses eligibility for coverage as an active employee;

iii) the employee who is enrolled as a Dependent spouse, or separately as a Participant, remains eligible for coverage as an active employee;

iv) written application for coverage under the active employee is submitted for the active employee, if necessary, and any eligible Dependents who are enrolled in this Plan under either spouse (including the newly eligible Retiree spouse), within the thirty (30) day period listed above; and

v) then all Family members who were covered under either spouse at the time of the retirement will be covered under the active employee spouse.

Any eligible Retiree who remains continuously covered under this Plan as a Dependent of an active employee from the date of his or her retirement until the date he or she subsequently loses eligibility as a Dependent will be entitled to apply for Retiree coverage for his or her self at the time such eligibility as a Dependent ceases. This special enrollment also includes any eligible Dependents who also lose eligibility at that time, provided such Retiree application is submitted within thirty (30) days of the loss of eligibility.

In no event shall any eligible person under this Plan become effective for coverage prior to the end of the Participant waiting period described in Section 5.2 or the date the Participant becomes covered under this Plan."

3) Section 5.10, entitled, **"DEPENDENT TERMINATION,"** as set forth in Article V of the Plan, and as amended in Amendment No.1 and Amendment No. 2, is amended in its entirety, as follows:

"5.10 DEPENDENT TERMINATION

Dependent Coverage terminates immediately upon the earliest of the following dates:

A. the date the Participant's coverage ceases under this Plan, unless the Dependent of a Retiree who is continued under the provisions of Section 5.15;

B. the date the Dependent ceases to be a Dependent, as defined in the Plan;

C. if enrolled as a Dependent spouse, the date that such spouse becomes eligible for medical coverage through his or her own employer. If enrolled between August 1, 2015 and August 31, 2016, such spouse will become ineligible only if not enrolled in his or her employer's coverage if the Participant is age fifty-four (54) or older;

D. the date specified in the notification from the Plan Administrator that coverage is terminated due to fraud or a material fraudulent act committed or contributed to by the Dependent, including, but not limited to, intentionally submitting false claims to the Plan, or knowingly allowing the use of a Plan identification card to obtain Plan benefits by a person who is not authorized to do so;

E. December 31st of any Calendar Year in which coverage was voluntarily terminated during an open enrollment period;

F. the end of the month following the date the Participant notifies the Plan Administrator, in writing, that such coverage should be terminated;

G. the last day of the period for which a Participant Contribution for Dependent Coverage was made following the date the Participant fails to make any required Participant Contribution for Dependent Coverage; or

H. the date of cancellation of Dependent benefits under this Plan.

Warrick County Government hereby adopts the above amendments to the Warrick County Government High Deductible Benefit Plan, effective on September 1, 2016.

ADOPTED, this 12TH day of SEPTEMBER, 2016.

PLAN ADMINISTRATOR FOR THE
WARRICK COUNTY GOVERNMENT HIGH
DEDUCTIBLE BENEFIT PLAN

RICOH

APPLICATION NO. 2131013 | AGREEMENT NO. 484154

provided by: U.S. bank. EQUIPMENT FINANCE

Dealer Lease Agreement

Send Payments to: 1310 Madrid Street, Suite 101, Marshall, MN 56258 • Phone: (800) 328-0371 • Fax: (800) 328-9092

Send Complete Application to: PO Box 790448, St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: WARRICK COUNTY OF
STREET ADDRESS: 1 COUNTY SQUARE SUITE 280
CITY: BOONVILLE STATE: IN ZIP: 47601 PHONE: 812-897-9202 FAX:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): WARRICK COUNTY COUNCIL
STREET ADDRESS: 107 W. LOCUST STREET SUITE 310B
CITY: BOONVILLE STATE: IN ZIP: 47601 E-MAIL: COUNCIL@WARRICKCOUNTY.GOV
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

NAME OF SUPPLIER: ALPHA LASER AND IMAGING
STREET ADDRESS: 8615 METRO CENTRE DRIVE
CITY: EVANSVILLE STATE: IN ZIP: 47715 PHONE: 812-476-1644 FAX: 812-476-1646

EQUIPMENT DESCRIPTION

MANUFACTURER/MODEL: LANIER MPC3004, FAX, SR3130, PU3040, CABINET
SERIAL NO.: G686MR61346

together with all replacements, parts, repairs, additions, and accessories incorporated therein or affixed thereto and all and all proceeds of the foregoing, including, without limitation, insurance proceeds.

☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months. 60 Payments* of $ 92.10 *Plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options when the term you chose and listed at the end of Equipment been provided that no event of default under the Agreement has occurred and is continuing. If no box is checked, you will be deemed to have chosen option 1. Title to the Equipment shall pass to you upon payment of the Purchase Price and all other amounts due under the Agreement. Upon payment of the Purchase Price, we will have no interest in the Equipment. ☐ 1) Purchase at fair market value (FMV), which is the price the value of the Equipment in continued use. ☐ 2) Purchase at fair market less than at the Equipment for the Fair Market Value per paragraph 1. ☐ 3) Renew the Agreement per paragraph 1. or ☐ 4) Return the Equipment per paragraph 9. ____ Customer's initials ____ Guarantor's initials

☐ 1) Purchase the Equipment for $1.00, or ☐ 2) Return the Equipment per paragraph 9.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance
LESSOR
SIGNATURE: [signature] TITLE: [signature] DATE: 9/26/16

CUSTOMER ACCEPTANCE

By signing below, you verify that you have delivered and are satisfied with the Equipment on the date and on page 2 attached hereto.

WARRICK COUNTY OF
CUSTOMER (as referenced above)
SIGNATURE: [signature] TITLE: PRESIDENT DATE: 9/24/16
36-6000210
FEDERAL TAX ID: #
PRINT NAME: DON WILLIAMS

ACCEPTANCE OF DELIVERY

You verify that all the Equipment listed above has been received, that delivery and installation has been fully completed and is satisfactory, upon you signing below, the purchase terms and conditions are accepted in all of the Agreement (as well as Schedule A, if applicable) between the Customer and Lessor, and that Customer has no defenses to the Agreement or Schedule A, or any other claim against Lessor. If all or a portion of the Equipment is a software license, you agree to be bound by the terms of the Agreement, as well as any software license agreement provided to the Customer.

WARRICK COUNTY OF
CUSTOMER (as referenced above)
SIGNATURE: [signature] TITLE: PRESIDENT DATE OF DELIVERY: 9/24/16

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections in your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Article 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

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LANIER

AGREEMENT NO. 2131013

provided by: usbank. EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , dated 8/24/16, between WARRICK COUNTY OF, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance		WARRICK COUNTY OF	
Lessor		Customer	
Signature		X [signature] Signature	
Title	Date	PRESIDENT, BOC Title	8/24/16 Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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ALPHA LASER IMAGING

Service Contract

Client Information

Customer: Warrick County Council	Start Date: 8/24/16
Address: 107 W. Locust Street Suite 310B	Fax :
City, State, Zip: Boonville, IN 47601	Operator Email Address: council@warrickcounty.gov
Phone #: 812-897-6202 ALI Rep: Ryan Brown	Key Operator: Krystal Powless
CONTRACT LENGTH X 60 Months ☐ Other, Specify	

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Council office	MPC3004	WCC-6499	0	G696M661346
2.				
3.				

Billing Cycle and Coverage

Cycle		Coverage		Cycle		Coverage		Cycle		Coverage		Cycle		Coverage	
Monthly	X	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐
Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐
6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐
Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐
		PLAS	X			PLAS	☐			PLAS	☐			PLAS	☐

Contract Type and Rates

Black & White		Color					
Arrears X	Base/Overage ☐	Arrears X	Base/Overage ☐	Arrears ☐	Base/Overage ☐	Arrears ☐	Base/Overage ☐
Costs/Copy $0.005	Base Copies	Costs/Copy $0.045	Base Copies	Costs/Copy	Base Copies	Costs/Copy	Base Copies
	Base Charge		Base Charge		Base Charge		Base Charge
	Overage CPC		Overage CPC		Overage CPC		Overage CPC

Scan-To-Email Hosting : $10.00 Per Month Per Device Accept______ Decline__X____

Add Equipment to Existing Contract Yes______ No__X___ NA______

Contract Notes: CPC rate for B\W and COLOR is locked n for 5 years.

Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

Please read/review the terms and conditions of the service agreement.
To decline the ALI service offering, please initial below.
I understand that manufacturer warranty does not cover any consumables or drums. I understand that although the parts are covered under manufacture warranty, the labor to replace or adjust defective parts may not to be covered under any warranties and I will be responsible for these charges.

Initial Here ☐

By signing below, I agree I am authorized to enter into a legal binding contract with ALI and that I have read and understand the terms of my contract and accept those terms.

ALI Service Contract Coverage Legend
Please note that all references to "copy", "page", or "click" represent one 8.5" X 11" single sided copy.
PO - Parts Coverage Only
Note: Parts do not include developer, toner, drums, or maintenance kits. Shipping or delivery charges may apply.
PLO - Parts and Labor Coverage
PLT - Parts, Labor, and Toner Coverage
PLA - Parts, Labor, Toner, and Drums Coverage
PLAS - Parts, Labor, Toner, Drums, and consumable shipping covered.

Customer Signature: Don Williams (DON WILLIAMS) Title: PRESIDENT Date: 9-12-16

ALI Acceptance: Print: Date:

SERVICE TERMS, CONDITIONS, & COVERAGE

We at ALI (Alpha Laser and Imaging) want our customers to be familiar with the equipment they buy or lease from us. We also want that equipment to stay in top working condition throughout its service life. ALI therefore will provide training for the customer referred to above ("you") and will maintain the equipment covered by the contract or invoice number referred to above ("Equipment") pursuant to the following term and conditions:

1. **Initial Inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to suitable electrical services, with appropriate surge protection devices, within five business days before or after the date this agreement takes effect. Our service personnel will notify you immediately if any item of Equipment is not eligible; if that should occur ALI and it's sole discretion may elect to terminate this agreement; may offer you (at a modified price) coverage of remaining items found to be eligible for coverage; and /or may offer (for a specific price) to recondition or change the ineligible items to make them eligible for coverage. In any event, ALI will keep a log of all initial inspections of the Equipment and, upon request, will provide you with a copy of the log.

2. **Training.** For each item of Equipment, you will designate the person(s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.

3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI discretion) at no charge.

4. **Service Calls.** Provided the Equipment has been subjected only to normal use (as determined by ALI), at your request ALI will service the Equipment between routine maintenance visits, at no extra charge (other than trip charges if applicable), if the service is completed between 7:30 am and 5:00 pm during normal work days (unless your contract states otherwise.) Parts that that are worn or broken in the course of normal use also will be repaired or replaced (at ALI discretion) at no charge. To the extent service is required after hours, and to the extent the Equipment serviced has been subject to other than normal use, you will pay ALI its normal hourly rate for such service should you request it and will pay for parts that are worn or broken due to other that normal use. Please notify ALI promptly whenever the Equipment needs service, since running it when it needs service may constitute other than normal use. For Equipment that has embedded @remote and the machine is installed on the network, ALI will capture data from the Equipment electronically unless your network restricts otherwise for toner alerts, service calls, meter reads, etc.

5. **Trip charges.** If your facility is within our 27 counties there will be no trip charge for any ALI visit to you facility. Customers not under agreement will be charged rates according to there distance from ALI. (You will not be billed trip charges for initial installation or training)

6. **Reconditioning.** ALI may charge for the reconditioning of Hardware which, in ALI opinion, cannot be properly or economically repaired on site due to excessive wear or deterioration. According to current ALI policy, these charges will not be applicable to Hardware within (1) year of initial installation. In the event reconditioning, at ALI discretion, becomes necessary after the expiration of the appropriate time periods as stated above, ALI will provide the customer an estimate of reconditioning charges for said item(s). If the customer does not elect to have the Hardware item(s) reconditioned, ALI may withdraw service for such item(s) and to raise service plan to amount determined by ALI to compensate for the machines in question. In such cases where equipment has been discontinued or no longer in circulation or reconditioning is necessary, ALI will not be held liable.

7. **Equipment returns.** You may not return Equipment to ALI for any reason without ALI prior written authorization; any equipment returned to ALI without authorization will be considered a gift to ALI with no value.

8. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.

9. **Taxes.** The costs set for in this agreement shall be increased by amount equal to any tax now or hereafter assesses, levied, or imposed by any federal, state, or municipal authority, which amount shall be paid by the other customer.

Please sign that you have reviewed and understand ALI's policies and terms. Don Williams Date: 9-12-16

10. **Assignments and Transfers.** From time to time or generally, ALI may assign its rights or delegate it duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.

10. **Limitation of liability.** In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result to your breach of your obligations in this regard. ALI will not be responsible for delays or inability to provide service calls due to any event beyond its control such as acts if nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for any loss of business, insurance losses, loss of product, expenses, or any other damage (direct or indirect, or consequential) resulting from any non-performance by ALI has been advised of the possibility of such damages.

12. **Automatic renewal; termination.** This agreement will be renewed automatically for additional terms of the same length as the initial contract term, if you wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. Premature cancellation of this contract or cancellation due to machine abuse or other contract violation will result in a penalty equal to the contracts average annual value. ALI can increase the costs of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted. ALI has the right to cancel this contract due to any unforeseen increased cost or significant machine failure with no recourse. At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a QTR basis by our Alpha Team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability.
Initial __DW__

13. **No trade secrets.** This agreement does not entail disclosure by either party of its trade secrets.

14. **Arbitration.** Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding to court proceeding for injunctive relief related to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is demanded, the arbitration proceeding will take place within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part by phone or other means if the parties so agree). The arbitration will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney if any shall pay half the costs of the arbitration proceeding. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

15. **Entire agreement.** This agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all other agreements and understandings concerning the matter set forth herein, this agreement may be modified only by a writing signed by authorized representative of both parties. Entries made or written in the "notes" section of this agreement are not recognized unless initialed by both the customer and ALI management. ALI will not be held responsible for any verbal or other written promises or guarantees made by its' sales associates.

16. **Accessories/Supplies.** Any accessory purchased from ALI for which full service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe. All supplies, including toners, maintenance kits, any and all parts, etc. must be purchased/ordered through ALI as long as this service agreement is in effect.

16. **Effective date.** This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

17. **Applicable law.** This agreement will be construed and enforced under Indiana law.

18. By signing the attached agreements you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also by signing, you understand a finance charge of 1.5% (18% per annum) will be added to your account should the balance become delinquent. You also understand that if any unpaid balances is assigned to a third party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 33 ⅓ % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and understand ALI's policies and terms. Don Williams Date: 9-12-16

IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer #: Date:

Customer Name	Warrick County Council	Installation Address	107 W. Locust Street Suite 3103 Boonville, IN
Account Name	Ryan Brown	Main Contact	Krystal Powless

You Received:

- [x] A demonstration of the basic functions of your MP7503 and have approved the installation and have no additional questions at this time.
- [x] A copy of you Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this Sale.
- [x] An explanation of any applicable warranties, provisions of additional components available to you.
- [x] A courteous and informative install technician: Mike McCafferty

You Reviewed:

- [x] The procedures for requesting service, supplies, and technical support.
- [x] The available contacts for questions regarding billing, maintenance, and future needs.
- [x] The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:

- [x] Of the ALI Service Plan. I have decided to:
  - [x] *Accept* the Service Offering, effective as follows: SEE PROFESSIONAL SERVICE AGREEMENT
  - [ ] *Decline* the Service offering and will Purchase service and supplies on a C.O.D., Credit Card, or Net 30 Terms Basis when needed.
    The Current labor rates for services are: _____ For Network Services: _____
- [x] Of the need for a Surge Protor / Power Filter Issues from Acts of God, electrical storms, brown outs, etc. are not covered by our service agreement
- [x] If leasing, customer must provide a certificate of insurance listing leasing company as loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
- [x] If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment: B/W _____ Color_____

Account Information
Warranty Coverage: SEE WARRANTY CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature	[signature]	Date	9-12-16
ALI Account Rep. Signature		Date	

IMAGING ALPHA LASER

Network Services

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

Driver Installations

Scan-to-email/Scan-to-folder Configurations

Network Communication Error Troubleshooting

Other Network Changes

Alpha Laser & Imaging will provide ONE free network service per year per device. Any future network service call will be subject to our normal labor charges which are $90.00/HR.

As a curtesy to our customers, ALI is offering a Network Services Plan which can cover any additional Network Service calls. Pricing is as follows:

Option 1 - $15.00/Month per device covers up to 5 network calls per year per device

Option 2 - $25.00/Month per device covers unlimited network calls per year per device

_____ We choose Option 1 and agree to pay $15.00/Month for #_____ machine(s).

_____ We choose Option 2 and agree to pay $25.00/Month for #_____ machine(s).

_X_ We decline both options for Network Services and understand that we will be charged $90.00/HR for Network Service Calls after the ONE free call each year

Signed [signature] Dated 9-12-16

Alpha Laser & Imaging 5815 Metro Centre Dr. Evansville, IN 47715
www.alpha-laser.net 812-475-1644

ACORD

CERTIFICATE OF PROPERTY INSURANCE

OP ID: RM
DATE (MM/DD/YYYY) 09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
First Advantage Insurance
1310 Madrid St
Boonville, IN 47601
Rita McConnell

CONTACT NAME: Rita McConnell
PHONE (A/C, No, Ext): 812-897-8100 FAX (A/C, No): 812-897-8110
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID: WARRI-6

INSURED
Warrick County Commissioners
107 W Locust St Ste 301
Boonville, IN 47601

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: GIF / Governmental Interinsura
INSURER B: CHUBB
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lanier Copier Serial #: W4F007499. Located: Warrick County Council, 107 W Locust St, Boonville, IN 47601

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
B	X PROPERTY		3690-36-62 STL	01/01/2016	01/01/2017	BUILDING	$
	CAUSES OF LOSS	DEDUCTIBLE				PERSONAL PROPERTY	$
	BASIC	BUILDING				BUSINESS INCOME	$
	BROAD	Contents				EXTRA EXPENSE	$
	X SPECIAL					RENTAL VALUE	$
	EARTHQUAKE					BLANKET BUILDING	$
	WIND					X BLANKET PERS PROP	$ 3,086,040
	FLOOD					BLANKET BLDG & PP	$
							$
	INLAND MARINE						$
	CAUSES OF LOSS		TYPE OF POLICY				$
	NAMED PERILS		POLICY NUMBER				$
	CRIME						$
	TYPE OF POLICY						$
							$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						$
						B IDU WCC-6459	$ 5,410

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
US Bank Equipment Finance as loss lender's payee

CERTIFICATE HOLDER
U.S. Bank Equipment Finance
1310 Madrid St
Marshall, MN 56258

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[signature]

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RICOH

APPLICATION NO. 2150283 | AGREEMENT NO. 484103

provided by: usbank. EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-0092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
WARRICK COUNTY OF			1 COUNTY SQUARE SUITE 280	
CITY	STATE	ZIP	PHONE	FAX
BOONVILLE	IN	47601	812-897-6190	812-897-6189
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
WARRICK COUNTY COMMISSIONERS			107 W. LOCUST AVE SUITE 301	
CITY	STATE	ZIP	E-MAIL	
BOONVILLE	IN	47601		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
ALPHA LASER AND IMAGING			5816 METRO CENTRE DRIVE	
CITY	STATE	ZIP	PHONE	FAX
EVANSVILLE	IN	47715	812-475-1644	812-475-1646

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
MPC3004, FAX, SR3130, PU3040, PB3160	G686M661380

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
☐ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments* of $ 90.18 *plus applicable taxes
The lease contract payment ("Payment") schedule monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. [illegible]
☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. ____ Customer's Initials
☐ 1) Purchase the Equipment for $1.00, or 2) Return the Equipment per paragraph 3. ____ Customer's Initials

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance	[signature]	Doc Analyst	9/19/16
LESSOR	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

WARRICK COUNTY OF by its Board of Commissioners	X [signature]	President	8/24/16
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
35-6000210	Don Williams		
FEDERAL TAX I.D. #	PRINT NAME		

ACCEPTANCE OF DELIVERY

[illegible]

WARRICK COUNTY OF	X [signature]	PRESIDENT	8/24/16
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY

Page 1 of 2

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") [illegible]

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. [illegible]

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: [illegible]

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, [illegible]

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, [illegible]

6. DEFAULT AND REMEDIES: [illegible]

7. INSPECTIONS AND REPORTS: [illegible]

8. FAXED OR SCANNED DOCUMENTS, MISC.: [illegible]

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE [illegible]

10. LAW, JURY WAIVER: [illegible] YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

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LANIER

AGREEMENT NO. 2150283

provided by: usbank. EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2150283, dated 8/24/16, between WARRICK COUNTY OF, as Customer and U.S. Bank Equipment Finance, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance Lessor	WARRICK COUNTY OF Customer
Signature	X Don Williams Signature
Title Date	PRESIDENT, BOC 8/24/16 Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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IMAGING ALPHA LASER

Service Contract

Client Information

Customer: Warrick County Commissioners	Start Date: 8/24/16
Address: 107 W. Locust Ave Suite 301	Fax :
City, State, Zip: Boonville, IN 47601	Operator Email Address: roger@warrickcounty.gov
Phone #: 812-897-6120 ALI Rep: Ryan Brown	Key Operator: Roger Emmons
CONTRACT LENGTH X 60 Months ☐ Other, Specify_____	

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Office	MPC3004	WCC-6501	0	G698M661380
2.				
3.				

Billing Cycle and Coverage

Cycle		Coverage		Cycle		Coverage		Cycle		Coverage		Cycle		Coverage	
Monthly	X	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐	Monthly	☐	PO	☐
Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐	Quarterly	☐	PLO	☐
6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐	6 Months	☐	PLT	☐
Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐	Annual	☐	PLA	☐
		PLAS	X			PLAS	☐			PLAS	☐			PLAS	☐

Contract Type and Rates

Black & White			Color								
Arrears X	Base/Overage ☐		Arrears X	Base/Overage ☐		Arrears ☐	Base/Overage ☐		Arrears ☐	Base/Overage ☐	
Costs/Copy $0.005	Base Copies		Costs/Copy $0.045	Base Copies		Costs/Copy	Base Copies		Costs/Copy	Base Copies	
	Base Charge			Base Charge			Base Charge			Base Charge	
	Overage CPC			Overage CPC			Overage CPC			Overage CPC	

Scan-To-Email Hosting : $10.00 Per Month Per Device Accept_____ Decline___X___

Add Equipment to Existing Contract Yes_____ No__X___ NA_____

Contract Notes: CPC rate for B\W & COLOR locked in for 5 years.

Embedded @ Remote Included on Lanier / Ricoh / Savin Devices

Please read/review the terms and conditions of the service agreement.
To decline the ALI service offering, please initial below.
I understand that manufacturer warranty does not cover any consumables or drums. I understand that although the parts are covered under manufacture warranty, the labor to replace or adjust defective parts may not to be covered under my warranties and I will be responsible for these charges.

Initial Here ☐

By signing below, I agree I am authorized to enter into a legal binding contract with ALI and that I have read and understand the terms of my contract and accept those terms.

ALI Service Contract Coverage Legend
Please note that all references to "copy", "page", or "click" represent one 8.5" X 11" single sided copy.

PO - Parts Coverage Only
Note: Parts do not include developer, toner, drums, or maintenance kits. Shipping or delivery charges may apply.
PLO - Parts and Labor Coverage
PLT - Parts, Labor, and Toner Coverage
PLA - Parts, Labor, Toner, and Drums Coverage
PLAS - Parts, Labor, Toner, Drums, and consumable shipping covered.

Customer Signature: Don Williams **Title:** PRESIDENT **Date:** 9-12-16

ALI Acceptance: **Print:** **Date:**

SERVICE TERMS, CONDITIONS, & COVERAGE

We at ALI (Alpha Laser and Imaging) want our customers to be familiar with the equipment they buy or lease from us. We also want that equipment to stay in top working condition throughout its service life. ALI therefore will provide training for the customer referred to above ("you") and will maintain the equipment covered by the contract or invoice number referred to above ("Equipment") pursuant to the following term and conditions:

1. **Initial inspection.** To be eligible for coverage under this agreement, each item of Equipment must be subjected to an initial inspection by our service department personnel and determined by them to be in good working condition, connected to suitable electrical services, with appropriate surge protection devices, within five business days before or after the date this agreement takes effect. Our service personnel will notify you immediately if any item of Equipment is not eligible; if that should occur ALI and it's sole discretion may elect to terminate this agreement; may offer you (at a modified price) coverage of remaining items found to be eligible for coverage; and /or may offer (for a specific price) to recondition or change the ineligible items to make them eligible for coverage. In any event, ALI will keep a log of all initial inspections of the Equipment and, upon request, will provide you with a copy of the log.

2. **Training.** For each item of Equipment, you will designate the person(s) to be trained in its use. ALI will train one person to use each item of equipment sold; others can observe during the training session.

3. **Routine maintenance calls.** During normal business hours, ALI will stop by your facility from time to time during the term of this agreement to inspect, maintain, and service the Equipment. Parts that are worn or broken in the course of normal use will be repaired or replaced (at ALI discretion) at no charge.

4. **Service Calls.** Provided the Equipment has been subjected only to normal use (as determined by ALI), at your request ALI will service the Equipment between routine maintenance visits, at no extra charge (other than trip charges if applicable). If the service is completed between 7:30 am and 5:00 pm during normal work days (unless your contract states otherwise.) Parts that that are worn or broken in the course of normal use also will be repaired or replaced (at ALI discretion) at no charge. To the extent service is required after hours, and to the extent the Equipment serviced has been subject to other than normal use, you will pay ALI its normal hourly rate for such service should you request it and will pay for parts that are worn or broken due to other that normal use. Please notify ALI promptly whenever the Equipment needs service, since running it when it needs service may constitute other than normal use. For Equipment that has embedded @remote and the machine is installed on the network, ALI will capture data from the Equipment electronically unless your network restricts otherwise for toner alerts, service calls, meter reads, etc.

5. **Trip charges.** If your facility is within our 27 counties there will be no trip charge for any ALI visit to you facility. Customers not under agreement will be charged rates according to there distance from ALI. (You will not be billed trip charges for initial installation or training)

6. **Reconditioning.** ALI may charge for the reconditioning of Hardware which, in ALI opinion, cannot be properly or economically repaired on site due to excessive wear or deterioration. According to current ALI policy, these charges will not be applicable to Hardware within (1) year of initial installation. In the event reconditioning, at ALI discretion, becomes necessary after the expiration of the appropriate time periods as stated above, ALI will provide the customer an estimate of reconditioning charges for said item(s). If the customer does not elect to have the Hardware item(s) reconditioned, ALI may withdraw service for such item(s) and to raise service plan to amount determined by ALI to compensate for the machines in question. In such cases where equipment has been discontinued or no longer in circulation or reconditioning is necessary, ALI will not be held liable.

7. **Equipment returns.** You may not return Equipment to ALI for any reason without ALI prior written authorization; any equipment returned to ALI without authorization will be considered a gift to ALI with no value.

8. **Transfer of coverage.** If the Equipment is traded on new equipment purchased or leased from ALI, the unused portion of the yearly contract charge will be pro-rated and applied towards the maintenance of the new equipment.

9. **Taxes.** The costs set for in this agreement shall be increased by amount equal to any tax now or hereafter assessed, levied, or imposed by any federal, state, or municipal authority, which amount shall be paid by the other customer.

Please sign that you have reviewed and understand ALI's policies and terms. Don Williams Date: 9-12-16

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10. Assignments and Transfers. From time to time or generally, ALI may assign its rights or delegate it duties under this agreement to third party capable of carrying out ALI's obligations hereunder. You may not assign any right or delegate any duty without first obtaining ALI's written permission which will not be unreasonably refused; any assignment to the contrary will be void.

10. Limitation of liability. In no event will ALI's liability to you from damages of any nature to the Equipment of ALI's inspection, service, or maintenance of it, exceed the charges you have paid pursuant to this agreement. You agree to maintain insurance for the excess and you agree that such insurance will waive subrogation rights as that pertain to ALI; you will indemnify ALI to the extent ALI is subjected to any claims as a result to your breach of your obligations in this regard. ALI will not be responsible for delays or inability to provide service calls due to any event beyond its control such as acts if nature, civil unrest, disruption of infrastructure, etc. ALI will not be liable for any loss of business, insurance losses, loss of product, expenses, or any other damage (direct or indirect, or consequential) resulting from any non-performance by ALI has been advised of the possibility of such damages.

12. Automatic renewal; termination. This agreement will be renewed automatically for additional terms of the same length as the initial contract term, if you wish to cancel this contract, you must notify ALI in writing 30 days before the expiration date of the current term. Premature cancellation of this contract or cancellation due to machine abuse or other contract violation will result in a penalty equal to the contracts average annual value. ALI can increase the costs of this service plan anytime, but may not exceed 10% of the gross amount per year unless otherwise noted. ALI has the right to cancel this contract due to any unforeseen increased cost or significant machine failure with no recourse. At the beginning of each renewal term, ALI will invoice you for that renewal term. Contracts will be reviewed on a QTR basis by our Alpha Team. If necessary, ALI can adjust the contract or add a base to the contract to keep the contract from going into a negative profitability.
Initial DW

13. No trade secrets. This agreement does not entail disclosure by either party of its trade secrets.

14. Arbitration. Should any disputed arise out of this agreement, you and ALI will both attempt to resolve them in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than request for injunctive relief) will be arbitrated upon written demand of either party. Any arbitration proceeding to court proceeding for injunctive relief related to this agreement must be brought no later than 30 days after the end of the current term of the agreement. If arbitration is demanded, the arbitration proceeding will take place within forty-five days of the receipt of the written demand, at a location agreed to by the parties (or in whole or in part by phone or other means if the parties so agree). The arbitration will take place before an arbitrator chosen as follows: The parties shall each choose a representative, and the representative shall choose an arbitrator. The arbitrator shall schedule an informal proceeding, hear the argument, and decide the matter. Unless the Arbitrator decides otherwise, each party shall pay its own attorney if any shall pay half the costs of the arbitration proceeding. The arbitrator will not have the authority to award punitive damages or any other form of relief not contemplated in this agreement. Regarding each issue submitted to arbitration, the decision shall be accompanied by a written explanation of the basis upon which it was arrived. Judgment upon the award, if any, rendered by the arbitrator may be entered in any court having jurisdiction.

15. Entire agreement. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all other agreements and understandings concerning the matter set forth herein, this agreement may be modified only by a writing signed by authorized representative of both parties. Entries made or written in the "notes" section of this agreement are not recognized unless initialed by both the customer and ALI management. ALI will not be held responsible for any verbal or other written promises or guarantees made by its' sales associates.

16. Accessories/Supplies. Any accessory purchased from ALI for which full service maintenance pricing is available will automatically be added to the service maintenance agreement upon expiration of the warranty. The term of the agreement with respect to such accessories will be concurrent with the term for the mainframe. All supplies, including toners, maintenance kits, any and all parts, etc. must be purchased/ordered through ALI as long as this service agreement is in effect.

16. Effective date. This agreement will become effective as of the "effective" date stated on the first page of this agreement, provided that it has been signed and dated by both you and by ALI.

17. Applicable law. This agreement will be construed and enforced under Indiana law.

18. By signing the attached agreements you are accepting the terms and conditions set forth within the language of this agreement. Additionally, you will be responsible for paying each contract invoice either mailed or emailed. Also by signing, you understand a finance charge of 1.5% (18% per annum) will be added to your account should the balance become delinquent. You also understand that if any unpaid balances is assigned to a third party collection agency for collection or placed with an attorney to obtain judgment or otherwise satisfy payment of your account, a collection fee equal to 33 ⅓ % of the unpaid balance will be added to your account. You agree to pay that fee. You further agree to pay reasonable attorney fees and court costs if a judgment is granted against you.

Please sign that you have reviewed and understand ALI's policies and terms. Don Willis Date: 9-12-16

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IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer # Date:

Customer Name	Warrick County Commissioners	Installation Address	107 W. Locust Ave Ste 301 Boonville, IN 47601
Account Name	Ryan Brown	Main Contact	Roger Emmons

You Received:

- [x] A demonstration of the basic functions of your MX3001 and have approved the installation and have no additional questions at this time.
- [x] A copy of you Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this Sale.
- [x] An explanation of any applicable warranties, provisions of additional components available to you.
- [x] A courteous and informative install technician: Mike McCaffery

You Reviewed:

- [x] The procedures for requesting service, supplies, and technical support.
- [x] The available contacts for questions regarding billing, maintenance, and future needs.
- [x] The service coverage and/or technical support and the appropriate means of obtaining such support.

You were Advised:

- [x] Of the ALI Service Plan, I have decided to:
  - [x] *Accept* the Service Offering, effective as follows: SEE PROFESSIONAL SERVICE AGREEMENT
  - [ ] *Decline* the Service offering and will Purchase service and supplies on a C.O.D., Credit Card, or Net 30 Terms Basis when needed.
    The Current labor rates for services are: _____ For Network Services: _____
- [x] Of the need for a Surge Protor / Power Filter
  Issues from Acts of God, electrical storms, brown outs, etc. are not covered by our service agreement
- [x] If leasing, customer must provide a certificate of insurance listing leasing company as loss lender's payee. Failing to do so will result in a property surcharge from the leasing company.
- [x] If tax exempt, customer must provide the tax exemption certificate.

End meter reads for current equipment: B/W _____ Color_____

Account Information

Warranty Coverage: SEE WARRANTY CARD Service Coverage Includes: SEE SERVICE CONTRACT

I understand that by signing, I have read and discussed the terms & conditions of all ALI documents and the installation has been completed to my satisfaction.

Customer Signature	Don Willis	Date	9-12-16
ALI Account Rep. Signature		Date	

IMAGING ALPHA LASER

Network Services

As part of any equipment installations, Alpha Laser & Imaging provides network services apart from any service contract to assist in the installation. The service contract for the equipment covers parts, labor, toner & all consumables for the equipment itself. Network Services would be services generally provided by an internal/external IT staff. Some of these network services include:

Driver Installations

Scan-to-email/Scan-to-folder Configurations

Network Communication Error Troubleshooting

Other Network Changes

Alpha Laser & Imaging will provide ONE free network service per year per device. Any future network service call will be subject to our normal labor charges which are $90.00/HR.

As a curtesy to our customers, ALI is offering a Network Services Plan which can cover any additional Network Service calls. Pricing is as follows:

Option 1 - $15.00/Month per device covers up to 5 network calls per year per device

Option 2 - $25.00/Month per device covers unlimited network calls per year per device

_____ We choose Option 1 and agree to pay $15.00/Month for #_____ machine(s).

_____ We choose Option 2 and agree to pay $25.00/Month for #_____ machine(s).

X We decline both options for Network Services and understand that we will be charged $90.00/HR for Network Service Calls after the ONE free call each year

Signed Don Willis Dated 9-12-16