WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
September 26, 2016
4:00 P.M.

The Warrick County Commissioners met in regular session with Richard Reid; Vice President; and Marlin Weisheit; Member. Attorney Todd Glass attended. Commissioner Don Williams was not present for this meeting.

Vice President Richard Reid called the meeting to order at 4:00 PM.

Secretary Kristine Georges attended and recorded the minutes.

PLEDGE OF ALLEGIANCE

AREA PLANNING COMMISSION
REQUEST FOR RELEASE OF SURETY

Richard Reid: Oh, wait. Okay, we'll turn it over to Area Planning Commission, Sherri.

Sherri Rector: Okay, thank you.

Richard Reid: You can go, go for it.

Sherri Rector: The first item is Request for Release of Surety. It is Commercial Driveway C-15-059 by Jan Braun. It's 3122 Business Park Drive. We are holding thirteen thousand dollars ($13,000.00) in escrow. They have had it for a year and a half (1 ½). The property was annexed into the Boonville City Limits and no longer under our jurisdiction. I spoke to the Officials over at the City. They do not, at this time issue commercial entrances like we do and bond them. So I talked to our Attorney and Bobby and I'm asking that you and the City agrees to vote to release the money back to the owner.

Richard Reid: You okay with that, Bobby?

Bobby Howard: Yes.

Richard Reid: Mr. Attorney, is that okay?

Todd Glass: Yeah, yeah, that's fine, yes.

Marlin Weisheit: Make a motion to approve that request and release it.

Richard Reid: And I'll second it. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. Two, zero (Motion carried 2-0).

Sherri Rector: Thank you.

(Request for Release of Surety, C-15-059, is on Page 17 of these Official Minutes)

REQUEST FOR ACCEPTANCE OF STREETS FOR MAINTENANCE

Sherri Rector: The next is Request for Acceptance of Streets for Maintenance. It's Brookstone Subdivision, Section 1 by Jagoe Land Corporations, Scott Jagoe, President. It's Brookstone Drive which is three hundred and thirty point six lineal feet (330.6'), Sandstone Court which is one thousand fourteen lineal feet (1,014'). Bobby has reviewed and signed off on the Request.

Richard Reid: So, you okay with it?

Bobby Howard: Yes, the streets have been constructed to the approved plan and would recommend approval.

Richard Reid: Okay.

Marlin Weisheit: Make a motion to approve.

Richard Reid: Okay, I have a motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Sherri Rector: Okay.

(Acceptance of Streets for Maintenance are located on Pages 17 through 18 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
HUNTINGTON CREEK A

Sherri Rector: The next is Request for Extension of Surety. The first is Huntington Creek 'A' by Newburgh Development Group, LLC, Bruce Miller, President. It's for streets, drainage, and sidewalk construction. They have had it for twelve (12) years. The Ordinance allows for a maximum time period of seven (7) years for street construction, and

nine (9) years for sidewalk. Therefore they are requesting a modification from the Subdivision Control Ordinance. They're requesting a one (1) year extension with no reduction from two thousand five hundred and six dollars ($2,506.00) for streets, which is a guardrail. And no reduction for four hundred twenty dollars ($420.00) for sidewalks. It ex...their time period expires October the 18th. Bobby has signed off on the dollar amounts, however, I don't believe, given any suggestion on the time extension.

Bobby Howard: Bruce is here.

Bruce Miller: Bobby, I'd like to ask a question. Basically, as of this afternoon, the two (2) items that were unfinished are a strip of sidewalk in front on one (1) residence and a guardrail. The guardrail is being installed today, as we speak. It should be completed by tomorrow.

Bobby Howard: Okay.

Bruce Miller: Since it is a Surety Bond with a check, we would just ask the check be held for an additional, I guess we need to have it for a year. But it's only going to be for five (5) or six (6) days til you can get out there.

Bobby Howard: I'd say maybe a thirty (30) day extension. I did see the material for the guardrail...

Bruce Miller: Fantastic.

Bobby Howard: On site.

Richard Reid: Can you state your name just for the records.

Bruce Miller: Bruce Miller with Newburgh, representing Newburgh Development.

Sherri Rector: And, Bruce, your saying that you're gonna get the sidewalk put in.

Bruce Miller: The sidewalk has been in for about five (5) months.

Sherri Rector: Okay.

Bruce Miller: So the only thing that's held this up is getting my subcontractor to get the materials to install the rail, and the rail is on the site and it is being installed as we speak. And I apologize, this should have been done a long time ago. Bobby will make a formal...

Bobby Howard: I would confirm that the guardrail was on site the last time I drove through there. So, I mean, as far as a one (1) year extension, I, I wouldn't recommend more than maybe thirty (30) days.

Roger Emmons: Yeah.

Richard Reid: Okay.

Marlin Weisheit: Yes.

Richard Reid: Is that okay with you, thirty (30) days?

Bruce Miller: That's fine, absolutely.

Richard Reid: Okay.

Marlin Weisheit: I'll just make a motion then that we approve a thirty (30) day extension, approving the Engineer's inspection of the guardrail, and his approval to release the, be released after thirty (30) days...

Richard Reid: At the end.

Marlin Weisheit: Or at the end of thirty (30) days extension.

Richard Reid: Thank you, we've got a motion and I've got a second here.

Sherri Rector: Okay, Wait, wait, but, but, but, he'll have to file a Street Acceptance...

Bobby Howard: Yes.

Sherri Rector: Once the guardrail is put in, right?

Bobby Howard: Yes.

Sherri Rector: It's not just released. He'll have to file the Street Acceptance.

Bobby Howard: Right, there's no...

Marlin Weisheit: Okay.

Bobby Howard: Street Acceptance, there's no (inaudible).

Marlin Weisheit: You okay with that, Bruce?

Bruce Miller: Absolutely.

Marlin Weisheit: Okay.

Sherri Rector: Okay.

Marlin Weisheit: I'll amend my motion to do with that.

Sherri Rector: Okay.

Richard Reid: And I'll second that. Okay, all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye (Motion carried 2-0).

Marlin Weisheit: Thank you, Sherri.

Sherri Rector: Thank you.

(Extension of Surety for Huntington Creek A is located on Pages 18 through 19 of these Official Minutes)

HUNTINGTON CREEK B

Sherri Rector: The next one is Huntington Creek 'B'. Same owner, streets, drainage, and sidewalk. Has a Letter of Credit for twelve (12) years, same time periods as I stated previously. They're requesting a one year extension with no reduction from twenty-nine thousand five hundred and eighty-four dollars and seventy-five cents ($29,584.75) for streets and three thousand twenty-four dollars and fifty cents ($3,024.50) for drainage and no reduction from sixteen thousand six hundred sixty-nine dollars and sixty-two cents ($16,669.62) for sidewalks. Same case with Bobby.

Bobby Howard: In this case, I, the dollar amounts are all approved, just, as far as the time limit goes, it's really up to the Board. I have not had any complaints from any of the residents that are out there at this time.

Sherri Rector: And this is a Letter of Credit that we're holding, and not the cash.

Bobby Howard: Yeah.

Richard Reid: Got anything else?

Bruce Miller: Yes, I do. Regarding that, we have contracted with Metzger Asphalt Company to complete the streets this fall before the company closes down for the year. So the streets will be completed, needless to say, there are probably eight (8) homes or eight (8) lots that do, that do not have sidewalks. We're gonna, we're gonna ask for that extension on that. But, yes, we do, we are contracted with the asphalt company to get that in this fall. So that will take care of the majority of that outstanding Letter of Credit.

Marlin Weisheit: So what are we needing, one (1) year extension?

Bruce Miller: Yes, please.

Marlin Weisheit: I'll make a motion to approve one (1) year extension.

Richard Reid: Okay, got a motion and I'll second that so we've got a motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye, thank you. (Motion carried 2-0).

Bruce Miller: Thank you.

Marlin Weisheit: Thank you, Bruce.

Sherri Rector: That's all I have. Thank you.

Marlin Weisheit: Thanks, Sherri.

Sherry Rector: You too.

(Extension of Surety for Huntington Creek B is located on Pages 19 through 20 of these Official Minutes)

APPROVAL OF MINUTES

Richard Reid: Okay, we're not gonna do the Approval of Minutes this time, so we'll to the next one.

Marlin Weisheit: We'll table that?

Richard Reid: We'll table that, and then we'll go on to the Administrative Items.

(Commissioner Weisheit was only Commissioner present able to sign the September 12, 2016 Minutes, therefore they were held over for the October 10, 2016 Commissioner's Meeting)

ITEMS FOR DISCUSSION
WARRICK HISTORIC JAIL PLANNING GRANT APPLICATION
ESTABLISHMENT OF INTERVIEW COMMITTEE

Roger Emmons: Thank you, Mr. President. Carol Hagerdorn is here. She's with the Coalition. This is regarding the

separate that I gave to you, I would recommend that a seven (7) person Interview Committee. I think we need to keep in mind, Carol, you can jump in anytime…

Carol Hagerdorn: Um hum.

Roger Emmons: That what we're talking about is mainly for the actual Interview Committee's responsibilities to do.

Carol Hagerdorn: Yes.

Roger Emmons: You have to establish the Committee members, you have to establish the number of consultants for the Committee to interview, but that's about it right now for Commissioner's action.

Carol Hagerdorn: Basically, yes. That is correct. And, and essentially, what we have to do in order to publicly notify potential bidders on this project, we do have to place an ad. We need to know how many people are on the Interview Committee, because we need to know how many hard copies of the Submission we need to receive. And we also need to disclose in that ad, when the actual interviews are going to take place. So I know there have been several emails kind of going around trying to explain this process to you. But essentially we, we just need to identify the Interview Committee members, the number, and whom they are. Those individuals will be committed to essentially three (3) meetings in November, which I think we've, we've shared that as well. And that final…

Roger Emmons: And all of that…

Carol Hagerdorn: Meeting is kind of based on the decision about when we will actually conduct the interviews. Which is another thing I'm going to request of you as well.

Roger Emmons: So getting back to the Interview Committee, the suggestions that I'm making are from folks that have all said they could make, you know, commit the time.

Richard Reid: Um hum.

Roger Emmons: For these three (3) meetings. One is Commissioner Marlin Weisheit. Two Auditor Debbie Stevens or her designee. Three Tom Sills, he's with Peoples Trust and Savings Bank and also an active member of Boonville Now. Bob Gober, works at Farmer's Supply. He is also a very active member of Boonville Now and has a keen interest in the Historic Jail. Boonville Mayor, Charlie Wyatt; Purchasing Manager, Joe Grassman; and myself as your County Administrator. That is seven (7).

Marlin Weisheit: Yep.

Roger Emmons: Now I had mentioned Kay Latch, she is the Warrick County Historian. She lives in Evansville. Anyway, I think probably the best we're going to get out of Kay is a Letter of Support.

Marlin Weisheit: Yeah.

Roger Emmons: She indicated in her emails and phone call that she's just very busy, and she's not committed the time on this. So, I think we'll do a good job with the folks mentioned if that is the Board's wish.

Richard Reid: Okay.

Marlin Weisheit: Yeah, you need a motion on that, Roger?

Roger Emmons: Yes, Sir.

Marlin Weisheit: I make a motion to approve those seven (7).

Richard Reid: Second. So, all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Marlin Weisheit: So we have our Committee, thank you.

Richard Reid: Excellent.

ESTABLISHMENT OF DATE/TIME NUMBER OF CONSULTANTS TO INTERVIEW

Carol Hagerdorn: Okay.

Roger Emmons: Now the date…

Carol Hagerdorn: Yes.

Roger Emmons: And the time for the Committee to interview the responding Consultants, Carol had pointed out we're not going to know how many we're gonna have until November 7th, which is the date. Is that by 4:00 PM or what's the time on it?

Carol Hagerdorn: Yes, we've put it, we're putting 4:00 PM, because that's what time the offices close. So it has to be in hands by 4:00 PM.

Roger Emmons: On November 7th, that is a Monday.

Carol Hagerdorn: Um hum.

Roger Emmons: So I'm gonna, I would suggest the Board as I've stated on 'B' there as far as establishing a date and time. We suggested or Carol has three (3) dates: Friday, November the 18th; Monday, November 21st; Tuesday, November 22nd. We had discussed the Monday and Tuesday, that's the week of Thanksgiving. We may not get, you know, people may have plans, travel plans that week so I, I would think Friday would be the most logical. And I would have to get with each Committee member and say what, what time works best for you that day, because I think we're shooting for you know these interviews done in one day/evening.

Carol Hagerdorn: Yes, that's typically how we, we handle the process. Everything's done at one time so we're not in or having people take off, you know, leave the office or what, not at various times.

Roger Emmons: Carol, you mentioned the, generally the interviews are thirty (30) minutes apart. How long are we gonna allot for the interviews?

Carol Hagerdorn: No, the actual interview is thirty (30) minutes.

Roger Emmons: Oh, okay.

Carol Hagerdorn: We typically allow about ten to fifteen (10-15) in between, because the actual, during the interview process, the Interview Committee, they conduct the interview, then they take a break and actually complete an Evaluation Form and submit those to us...

Roger Emmons: Right.

Carol Hagerdorn: Prior to moving on, and then a few minutes for, grab a coffee or what have you, so, and again that leads into the number, the next request, how many consultants do we interview. The goal is to refine the search so we're not doing, you know, if we received ten (10), we're not trying to conduct ten (10) interviews in a day. So there's a process we work through.

Roger Emmons: And she suggests no more than five (5). I'm kind of hoping we only get two (2) or three (3). You know, from good legitimate companies that have experience in this subject. It'll make it just, simplify everything.

Carol Hagerdorn: Yes, it will.

Roger Emmons: If that's the case, I don't know what you've experienced with your other communities as to responses, but...

Carol Hagerdorn: Typically, yeah, based on research...

Roger Emmons: More than what we think?

Carol Hagerdorn: If, if we get five (5) we'll be doing quite well.

Roger Emmons: Okay.

Carol Hagerdorn: You know, now again this is a little bit unique project because it's Historic Preservation. So we're actually doing some planning on doing some very targeted outreach in addition to the public notice in the paper. We will actually be doing certified mail to firms DNR has approved to handle this kind of project. It is a unique project so I will say having not done Historic Preservation may get a few more than the norm. In which case, we have a process we'll work through with the Interview Committee to help whittle that down.

Richard Reid: Okay.

Roger Emmons: I would say, for the record, if the Board would pass a motion right now just stating that the Committee will interview no more than five (5) consultants.

Marlin Weisheit: I'd make that a motion.

Richard Reid: Okay, got a motion and I'll second that. So, I've got a motion and a second, all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

APPROVAL OF FOUR FACTOR ANALYSIS

Roger Emmons: Thank you. And the last is to approve the Four (4) Factors Analysis, Carol replied to my September 21st email. It's basically a process the Coalition works through on the County's behalf to determine if we, they need to execute any outreach/public notice initiative in any other languages. But based on the data, Carol said none of this would be needed.

Carol Hagerdorn: Exactly.

Roger Emmons: So the only thing is a form that we should approve, and is that one that you left with me?

Carol Hagerdorn: That's one I left with you.

Roger Emmons: Yeah.

Carol Hagerdorn: We'll need Don's signature.

Carol Hagerdorn: They want is signed by, yes, by the Chief Elected Official.

Roger Emmons: Which in this case would be Don. So I, I'd recommend that you at least approve the motion, approving the Four (4) Factor Analysis

Carol Hagerdorn: Um hum, yes.

Roger Emmons: That would be proper.

Marlin Weisheit: I'll make a motion for a, to approve the Four (4) Factors Analysis and, and have the President of the Commissioners sign that form.

Richard Reid: Okay, you gotta motion and I'll second that. So we got a motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0). Thanks.

Roger Emmons: Thank you very much.

Carol Hagerdorn: That's all I have. We're on target for a, hopefully a submittal at the end of the year…

Richard Reid: At the end of the year, great.

Carol Hagerdorn: December 30th.

Richard Reid: Okay, good luck.

Marlin Weisheit: Thanks, Carol, appreciate it.

Carol Hagerdorn: Thank you.

Roger Emmons: Thank you, Carol.

(Four Factor Analysis is located on Pages 20 through 21 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
BLIGHT ELIMINATION PROGRAM

Roger Emmons: Mr. President, the, the next item has to do with the Blight Elimination Program and discuss the next set of BEP Demolitions. Debbie Bennett-Stearsman, she did request that you table this one more time because she, she believes she may be ready for your next meeting on October the 10th.

Richard Reid: Okay.

Roger Emmons: She'll have those in order.

Marlin Weisheit: I'll make a motion to table.

Richard Reid: And I'll second that.

Roger Emmons: Okay and…

Richard Reid: Need to vote for that, do we?

Marlin Weisheit: Do we need to vote? Yeah, we (inaudible).

Todd Glass: Yes.

Richard Reid: All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

BLIGHT ELIMINATION PROGRAM WAIVER FORM

Roger Emmons: And, but in conjunction with the BEP, Debbie did send me some items that can be approved by the Board today and signed by Rick as the Vice President. The first one (1) being a Blight Elimination Program Waiver Form. This is to add a program partner, which is Roy and Linda Paxton. The property is at 455 N Main Street in Elberfeld. So if you'll do that…

Marlin Weisheit: Make a motion to approve that signing form.

Richard Reid: And I'll second that, so all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

(Blight Elimination Program Waiver Form is on Pages 21 through 22 of these Official Pages)

ACKNOWLEDGEMENT OF BEP NOTICE

Roger Emmons: And the second one, which I've lost, has to do with the, dag-gone-it. It is the acknowledgement of BEP Notice 16-67. It has to do with their protocols and what they have to do. It, like I say it's acknowledging that we received this particular notice.

Marlin Weisheit: Make a motion to approve that one as well.

Richard Reid: And I second it. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Roger Emmons: Thank you very much.

(BEP Notice 16-67 is located on Pages 22 through 23 of these Official Minutes)

ROAD CLOSURE REQUEST

Roger Emmons: Moving on, there's a Request from Yankeetown Fire Department Chief Terry Snodgrass, which is an annual request to close a portion of Old State Road 66 for their 16th Annual Street Dance, which is supposed, it's scheduled for this Saturday, October the 1st throughout the day. I copied you on Chief Snodgrass's letter on September 14th. I don't know if, Sheriff, you remember any problems with that down there? I don't recall receiving any complaints at all. They've got a couple streets down there that will serve as detours, Walnut Street and I don't remember the other one, but it's, it's right there in town, it's a easy one.

Marlin Weisheit: I make a motion to approve.

Roger Emmons: Okay.

Richard Reid: And I second it. So, all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Roger Emmons: Bobby, you got the message about the two (2) signs, right?

Bobby Howard: Yes, Sir.

Roger Emmons: Okay.

APPROVAL OF POLLING SITES

Roger Emmons: Next is to approve the Voting Places for the November 8th General Election. You were copied on that last week, I think. We, we have one (1) new voting site. It is for Ohio 12 Precinct. That Precinct used to vote at ITT Technical Institute on Stahl Road. Because of the bankruptcy and closure we can no longer use that building. So we have contacted The Village at Hamilton Point. That address is 3800 Eli Place. Eli Place runs south off of Stahl Road and is east of the old ITT address. So it's right there. Is Patty in the audience?

Patty Perry: Yes, Sir.

Roger Emmons: Oh. Patty went down there to check this out…

Patty Perry: I did.

Roger Emmons: This afternoon to see if she feels it's gonna be suitable.

Patty Perry: It is. I, I actually, Patty Perry, Warrick County Clerk. I actually spoke with Kailey down there.

Roger Emmons: Okay.

Patty Perry: She's already got everything all set up.

Roger Emmons: Great.

Patty Perry: It's going to be in Rehab Room. It's a open door, automatic open door, so it'll have easy access.

Roger Emmons: So it's all ADA accessible.

Patty Perry: Yes, Sir, everything is.

Roger Emmons: That's wonderful.

Patty Perry: And she's excited about us…

Roger Emmons: Good.

Patty Perry: Being down there.

Roger Emmons: Yeah, I could tell from our phone conversation, she was. And Patty said she'd answer any questions should you have not only about this particular voting site, or any, any other voting questions.

Patty Perry: Any others?

Richard Reid: I don't have none, do you?

Marlin Weisheit: No, glad we was able to get that worked out quick.

Roger Emmons Yeah, that's great.

Patty Perry: Thanks to Roger.

Roger Emmons: Appreciate that.

Patty Perry: Thank you.

Roger Emmons: Next item I...

Richard Reid: You gotta make a motion? Do we need a motion on that or anything?

Todd Glass: We actually approved that.

Roger Emmons: Yeah, because we'll have to, I believe the Commissioner's Office has to publicize those places at least ten (10) days prior to the election.

Marlin Weisheit: So, you wanna motion to approve the entire list?

Roger Emmons: A motion to approve, yes, Sir.

Todd Glass: Yeah.

Marlin Weisheit: I'll make a motion to approve the 2016 Poling Sites listed here.

Richard Reid: And I second it, so all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Patty Perry: Roger, one more thing, if I might add.

Marlin Weisheit: Yeah.

Patty Perry: We will be sending polling cards out to let people know the eleven hundred (1,100) voters...

Marlin Weisheit: In that precinct.

Patty Perry: That their precinct has been changed.

Marlin Weisheit: Yep. Good.

Roger Emmons: That's great. That'll help

DEALER LEASE AGREEMENT & SERVICE CONTRACT SURVEYOR'S COPIER

Roger Emmons: Alright, next item I have is the Dealer Lease Agreement and Service Contract for the Surveyor's new office copier. I copied you on that, the paperwork on September 21st, Todd was also copied. I have revised these documents to reflect for Rick's signature as Vice President in Don's absence. The, the Dealer Lease Agreement is with U.S. Bank and Equipment Finance. And the Service Contract is with Alpha, Alpha Laser. Except for the serial number and, and the fact that the Surveyor's paying a lesser amount on the particular model he ordered, they're, they're virtually the same documents.

Todd Glass: Yeah, and it is in order for, for action today.

Marlin Weisheit: I make a motion to approve the Lease Agreement for the Surveyor's new Copier.

Richard Reid: And I'll second that, so all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Roger Emmons: Thank you, Gentlemen.

(Surveyor's Lease Agreement & Service Contract are on Pages 23 through 26 of these Official Minutes)

FMLA LEAVE

Roger Emmons: I have a couple of other items that I got late. One of them, the first one here is a request for FMLA Leave, and I'll admit that that one just got by me. But the required paperwork has been properly submitted and signed by the employee and their physician and I would recommend your approval.

Marlin Weisheit: Motion to approve.

Richard Reid: Second, all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

INTERNET UPDATE AGREEMENT FOR CODE OF ORDINANCES TIME SCHEDULE

Roger Emmons: Okay, and then I have a Internet Update Agreement for the Code of Ordinances, and I sent that to you on September 23rd. I talked to Todd before the meeting and he said that this was okay to return and to copy Kristine on.

Todd Glass: Yes, and, does this differ, I was thinking, does this differ any from what they approved a month ago?

Roger Emmons: Not, not that I could see. I mean we're basically gonna ask for printed book updates annually and for Folio/Internet Updates, quarterly.

Todd Glass: That sounds slightly different, but it's better, I believe, so the Commissioners should act on, on that change. Thank you, Roger.

Marlin Weisheit: I make a motion to approve the new language in the Code of Ordinances.

Richard Reid: And I'll second that. So all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

(American Legal Publishing Contract is located on Page 27 of these Official Minutes)

COMMUNITY CROSSINGS GRANT APPLICATION

Roger Emmons: Then let me look, I have one last thing that Bobby asked me to present, and that is…

Richard Reid: Blame it on Bobby.

Roger Emmons: The Locals and Bridges Matching Grant Agreement. It is EDS A-249. This is the one where the maximum amount of the State Funds allocated to the project is seven hundred and fifty-five thousand seven hundred seventy dollars and thirty-three cents ($755,770.33). Of course the County will have to match that. Bobby's taking care of that. It lists the Road Preventive Maintenance in Attachment 'A'. I don't know if you need me to read that or not, but, Bobby's probably given…

Bobby Howard: Yeah, basically the Community Crossings Grant Application.

Roger Emmons: Yes, that is what it is. So we've got that for your consideration for approval and Rick's signature and Debbie's attestation, if she's here.

Richard Reid: What's the will of the Board?

Marlin Weisheit: I make a motion to approve the Community Crossings Grant Application.

Richard Reid: And I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Roger Emmons: Thank you, Mr. President.

Marlin Weisheit: Good job, Bobby, on that too.

Richard Reid: Yeah.

Roger Emmons: That's all I have.

Bobby Howard: Thank you.

(Community Crossings Grant Application is located on the Addendum following these Official Minutes)

COUNTY ATTORNEY
PROPOSED ORDINANCE ESTABLISHING BOOKING FEE

Richard Reid: Okay, next one will be County Attorney.

Todd Glass: County Auditor?

Richard Reid: That comes after this.

Roger Emmons: They put you ahead of her today.

Bobby Howard: Sure enough.

Todd Glass: Alright.

Richard Reid: They threw you a curve ball there.

Marlin Weisheit: They put County Attorney before Auditor (inaudible).

Todd Glass: Well that's fine, Mr. Vice President, then what do we have, Proposed Ordinance Establishing a Booking Fee for the benefit of the Sheriff's Department. Let's see...

Richard Reid: 2016-20?

Roger Emmons: Yes, Sir.

Todd Glass: And this differs only slightly than the draft that you would've seen earlier. Commissioners, what was the number, I'm sorry?

Richard Reid: 20.

Todd Glass: 20.

Roger Emmons: 2016-20.

Todd Glass: But I believe everything's in order for the Sheriff's Department, and I've spoken with Krystal regarding the Line Item, so I believe it's already to go and if the Commissioners wish, we could introduce it as, First Reading, and if you wish me to I would do that.

> Ordinance 2016-20, An Ordinance Establishing a Booking Fee for Convicted Persons who are housed in the Warrick County Jail. Whereas Indiana Code, Section 36-1-3, grants Warrick County the authority necessary to pass Ordinances relating to the Conduct of its business affairs. Even though not specifically granted by Statute and whereas pursuant to Indiana Code 36-2-13-17.4, the Warrick County Sheriff has requested the Warrick County Board of Commissioners to Establish a Fee to be charged by the Warrick County Sheriff's Office for the Processing of convicted persons housed in the Warrick County Jail, in order to help defray the County's cost associated with the housing of such persons lodged in the Warrick County Jail. And whereas the County Sheriff has requested a fifty dollar ($50.00) Booking Fee be collected by the Warrick County Sheriff's Office after sentencing by Warrick County Circuit or Superior Court Judge with regard of convicted inmates who are detained in the Warrick County Jail. And whereas Warrick County Sheriff's Office shall deposit collected Booking Fees in a, into the General Revenue Account under the Sheriff's Booking Fee Line Item. Now therefore be it ordained by the Co...Board of County Commissioners of Warrick County Indiana, that the Code of Ordinances of Warrick County, Indiana, is here by amended to provide for a new Section 32.05 entitled Convicted Inmate Booking Fee as follows:
>
> A. A Booking Fee of fifty dollars ($50.00) is hereby established for those persons lodged in the Warrick County Jail, who have been convicted in the Warrick County Circuit or Superior Court for a crime for which the person is to be incarcerated, or held in the Warrick County Jail.
> B. The Booking Fee collected by the Warrick County Sheriff's Office shall be deposited into the County's General Revenue Account under the Sheriff's Booking Fee Line Item to help pay for the medical expenses for inmates lodged in the Warrick County Jail.
> C. Fees deposited into the County's General Revenue Account under the Sheriff's Booking Fee Line Item shall be used by the Warrick County Sheriff's Office to help cover medical expenses for inmates lodged in the Warrick County Jail, including, but not limited to the purchase of supplies, equipment, or for training purposes as deemed necessary by the Warrick County Sheriff's Office.
> D. The Ordinance shall be in full force and effect from and after its passage by the Warrick County Board of Commissioners and following publication of the same in accordance with Indiana Code 5-3-1, passed and adopted by the Warrick County Board of Commissioners this 26th day of, excuse me, this...

Marlin Weisheit: The 26th.

Todd Glass: Yeah, it'll, the Final Passage will be your next meeting in October. Which is...

Kristine Georges: The 10th.

Todd Glass: The 10th, 2016 of the Warrick County Board of Commissioners by Don Williams, President; Richard A. Reid, Vice President; Marlin Weisheit, Member and attested by Deborah K. Stevens, Auditor of Warrick County, Indiana.

Richard Reid: So this is just the First Reading.

Todd Glass: First Reading, how's that sound?

Richard Reid: Yes, sounds good.

Marlin Weisheit: Do we need motions or anything?

Todd Glass: Yes, motion to approve First Reading.

Marlin Weisheit: Okay, I'll make a motion to approve First Reading on Ordinance Number 2016-20.

Richard Reid: And I second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Todd Glass: Thank you…

Richard Reid: Thank you.

Todd Glass: Mr. Vice President.

QUALITY CORRECTIONAL CARE CONTRACT FOR SHERIFF'S DEPARTMENT

Todd Glass: We're still on the Sheriff's Department. If, I don't know if the Sheriff wanted to deal with this in his topics or now. How 'bout now.

Brett Kruse: Now's fine.

Todd Glass: Okay, now. Both the Sheriff and Lisa Scroggins, I believe, is here with Quality Healthcare Correctional Care, LLC. I'm sorry, I've been trying to find where it was listed. If you'd go ahead and introduce yourselves, please.

Lisa Scroggins: Hi, I'm Lisa Scroggins. I own Quality Correctional Care. We're an Inmate Healthcare Company located in Muncie, Indiana. And we outsource three (3) other counties in the State of Indiana right now.

Todd Glass: And the proposed Contract, Commissioners, is a Contract for Healthcare Services for the inmates of Warrick County Jail. It will replace the existing contract with St. Mary's. The Sheriff and his Office has been vetting this for quite some time, but we've gotta contract that Ms. Scroggins has actually helped update for me this afternoon. But it provides for physician care, mental health care, nursing care, nurse administration, on site visits, Correctional Officer training, detoxification protocols, medications, even emergency care. It's for the calendar years 2017 and 2018, twenty-four (24) months, renewable for twelve (12) month intervals, if I remember correctly.

Lisa Scroggins: Um hum.

Todd Glass: And the Sheriff has negotiated the contract price with Quality Correctional Care to his satisfaction. It can be terminated at the end of the term with sixty (60) days' notice. Quality Correctional Care is entirely an independent Contractor under the contract. So pending of my review of just the final fixes that we went through this afternoon, it would be my recommendation, if the Sheriff wishes, that you entertain a motion to approve that.

Brett Kruse: I might mention too, that the Council has approved this in the Budget.

Marlin Weisheit: Right.

Richard Reid: There's some savings too, isn't it?

Brett Kruse: I'm sorry?

Richard Reid: Is this a savings?

Brett Kruse: That's our, our hope is that it saves money.

Marlin Weisheit: I'll make the motion to approve the contract with Quality Healthcare.

Richard Reid: And I second that. All in favor say, aye.

Todd Glass: Pending the final review that Ms. Scroggins and I will conduct tomorrow.

Marlin Weisheit: Yes, as long, okay.

Lisa Scroggins: I sent it to you and to Krystal.

Todd Glass: Yes, I did see that, thank you.

Marlin Weisheit: As long as it meets our Attorney's approval, yes.

Richard Reid: And I second that, so all in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0). Thank you.

Lisa Scroggins: Thank you very much for your time.

Todd Glass: Thank you. I will have to distribute that to Roger, for your signatures, after we get that all concluded tomorrow.

(Quality Correctional Care Contract is located on the Addendum following these Official Minutes)

WARRICK WELLNESS PATHWAYS CASTLE CONNECTOR PROJECT UPDATE

Todd Glass: I would report to the Board that I am continuing to work with the School Corporation and their Counsel to try to get the Interlocal Agreement with the Warrick County Wellness Trail.

Richard Reid: Where are we on that?

Todd Glass: Well, there's still some misunderstandings as far as how the Reimbursement Grant works. And we're trying to get that finalized, but I think the Board of Commissioners have done everything they can do to help the School Board enter into that Interlocal and I will try to get that finalized for final action on the 10th which is a lot later than what we wanted.

Richard Reid: Yeah, yeah, it seemed like it.

Todd Glass: But we'll put that on the agenda for the 10th in hopes that we have the final language for the Board to approve.

Richard Reid: Okay.

TECUMSEH AND EBY ROAD TEMPORARY CLOSURE UPDATE

Todd Glass: Also, I'm going to try to finalize the Agreement for the Temporary Closure of Tecumseh and Eby Roads with Midwest Coal/Peabody, because I'm working with Bobby on that and trying to figure out a discrepancy on the, the length of road that's being closed there. We'll try to work that out. Trying to remember his name with Peabody...

Bobby Howard: David Spradling

Roger Emmons: David Spradling.

Todd Glass: Spradling, Mr. Spradling, yes, thank you. And we'll get that done for action at the next Board Meeting.

Richard Reid: Okay.

HEALTH DEPARTMENT CONTRACT MODIFICATION

Todd Glass: And, I don't know, we approved the Health Departments contract with Mr. Alexander last month. But we identified one clause in there that the Commissioners wanted to modify. Don't know what kind of action needs to be taken there, if that modification needs to be made, we need to move and motion that and approve it for that contract which was previously approved by the Commissioners, be approved with that minor revision. But that depends on what action you wish to take.

Roger Emmons: It had to do with submitting it one day and getting paid on the next.

Todd Glass: It invoices on the first, first day of the month and he had to be paid on the second day of the month.

Roger Emmons: Yeah, like I say, that was in, that's in this year's Agreement, but we've never complied with that and he's never made any complaints.

Todd Glass: My recommendation is simply that he would submit his invoices an Independent Contractor on the first day of each month, and it would stop there. With that modification, you could make a motion to approve that contract with that modification

Marlin Weisheit: Okay, I'll go ahead and make a motion to approve that modification in the contract to clear that up.

Richard Reid: And I'll second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Marlin Weisheit: Thanks, Todd.

Todd Glass: Thank you, Mr. Vice President. That's all I have.

Richard Reid: Thanks.

COUNTY AUDITOR
CLAIMS

Richard Reid: Okay, then next would be the County Auditor.

Kristine Georges: Kristine Georges presenting this evening for the Auditor and Chief Deputy as they are out of town at a meeting. The Expenses for September 26th, 2016 are one million six hundred ninety-three thousand one hundred eighty dollars and eighty-four cents ($1,693,180.84). The Courts and Manuals are one million two hundred ninety-eight thousand one hundred seventy-two dollars and thirteen cents ($1,298,172.13) for a Grand Total of two million nine hundred ninety-one thousand three hundred fifty-two dollars and ninety-seven cents ($2,991,352.97).

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

Richard Reid: And I second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Kristine Georges: Thank you very much, Gentlemen.

Richard Reid: Okay, thank you.

Marlin Weisheit: Thank you, Kristine.

(Claims are found on Pages 27 through 31 of these Official Minutes)

COUNTY PROSECUTOR
REQUEST FOR APPROVAL OF CLAIM

Richard Reid: County Prosecutor.

Michael Perry: Good evening, Mike Perry, Warrick County Prosecutor. Start out with a little introductory material. We have a program called the Infraction Deferral Program which, when I took office, was generating approximately two to five thousand dollars ($2,000.00-$5,000.00) a year. We made some adjustments to it and currently through August 31st of this year, we've collected seventy-seven thousand seven hundred and eighty-four dollars ($77,784.00) and on our Budgetary Status we currently have a current fund balance of one hundred nine thousand, one hundred fifty-eight dollars and nineteen cents ($109,158.19). In August, I was contacted by an officer of DNR, asked for a donation for money for a Taser. I sent down a claim authorizing two hundred and fifty dollars ($250.00) be paid out of my Infraction Deferral Fund to the Auditor to pay that money. I was sent back a rejection on a obnoxious pink form from the Auditor's Office indicating that she needed supporting documentation. I sent that form back with a note that I was not asking permission, I was asking her to cut the check. I was sent that back again saying that I did not have any type of documentation. This was an oral request. I am asking for to spend money that is in my account, not the General Fund. Now because of the Auditor's overstepping of her Statutory Authority, we're now in late September. Hunting season is about to start, and I've got a DNR Officer out there without a Taser. So I'm asking for the Commissioner's approval for two hundred fifty dollars ($250.00) to give to the DNR so they can buy their Taser.

Richard Reid: I think what the Auditor is asking for is an invoice.

Michael Perry: There is no invoice, Vice President. This is an, an oral request. I've donated a thousand dollars ($1,000.00) to each of the Law Enforcement Agencies in this County without any documentation, and I'm simply asking for my, my use of my money, for two hundred fifty dollars ($250.00).

Richard Reid: All she's asking for is an invoice. So...

Michael Perry: And again I respectfully respond to you, there is no invoice.

Richard Reid: I think the DNR can probably send you something, you know to just back it up. Because she needs something to back up what she's doing. She's trying to fulfill the, her lawful duty as Auditor.

Michael Perry: She's succeeding her lawful duties. All she is, is to provide these claims to the County Executive. It is not up to her to decide what is a good claim or what is a bad claim, and that's what I'm asking tonight.

Richard Reid: She's not making that determination between a good and bad claim. All she's asking for is an invoice.

Michael Perry: Are, will you entertain a motion or...

Marlin Weisheit: I, I will make a motion for us to authorize the payment of two hundred fifty dollars ($250.00) out of his Infraction Deferral to the DNR.

Richard Reid: And I waive mine. So it's gonna die on no second.

Michael Perry: So you're gonna leave a DNR Officer out there Mr. Reid with no Taser during hunting season because of principle.

Richard Reid: All she's asking for is for some type of invoice, thank you.

Michael Perry: Thank you, Mr. Weisheit.

Marlin Weisheit: Sorry, Mr. Prosecutor.

COUNTY PURCHASING

Richard Reid: Okay, County Purchasing. Nothing?

COUNTY ENGINEER
SUPPLEMENTAL AGREEMENTS FOR OAK GROVE ROAD & LINCOLN AVENUE

Richard Reid: County Engineer.

Bobby Howard: I have a few items tonight. The first of which is Supplemental Agreement #10 on the Oak Grove

timings. So in order to get this done for that signal on, that is going in at Oak Grove and Bell Road for the contractor, the Supplemental Value was fifteen hundred dollars ($1,500.00). And then I have in respect to that, I then asked about the traffic signal at Lincoln Avenue and Old State Road 261 and so I have a Supplemental for three thousand dollars ($3,000.00) to be able to supply those timings to the contractor.

Richard Reid: So both of those are found under #10?

Bobby Howard: Uh, that's Supplemental #13...

Richard Reid: Okay.

Bobby Howard: For Lincoln Avenue and Supplemental #10 for Oak Grove Road. And I'm just requesting approval for those tonight.

Marlin Weisheit: Can we do them both together?

Todd Glass: Yeah.

Marlin Weisheit: I'll make a motion to approve both those Supplements, #10 and #13.

Richard Reid: I second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0). Thanks.

(Supplemental #10 and #13 are on Pages 32 through 33 of these Official Minutes)

REFERRAL OF SUBDIVISION CONTROL ORDINANCE

Bobby Howard: Then my next item I have is in regards to the Subdivision Control Ordinance. Part of the construction aspects of the current Subdivision Control Ordinance allows for a rural road reduction of twenty-two (22') foot wide double chip and seal street and in response to the construction of those roadways in the past are needing maintenance a lot sooner than a lot of our roadways. I am requesting to, to this Board make approval to send it to the Area Plan Commission to start the advertising process for an Ordinance change to remove the twenty-two foot (22') wide double chip and seal for rural road standard and make it a twenty-two foot (22') wide typical asphalt roadway section. Also, I'm asking for the concrete streets, the concrete lugs used to be a part of the Ordinance that were removed several years ago and I would like the addition of concrete lugs being installed at their approved locations to be added back to the Subdivision Control Ordinance.

Richard Reid: (Inaudible) wise.

Marlin Weisheit: I think it's a good idea. We got four (4) subdivisions (inaudible) was approved on chip and seal roads. They're probably three to five (3-5) years old and we're trying to figure out how to black-top 'em already cause, so it's just gonna be an ongoing problem. Those folks need to realize they moved into a chip and seal street and it might be a chip and seal street a while before we get it black-topped. But check, fixing that Ordinance would be good. So we need to make that a motion or just a request by consensus?

Richard Reid: Motion, I think.

Bobby Howard: I think it's a...

Marlin Weisheit: A motion?

Todd Glass: This is to refer to, to Area Plan.

Bobby Howard: To Area Plan Commission. Yeah.

Todd Glass: Yeah, that'd be a motion.

Marlin Weisheit: Okay, I, I'll make a motion to refer this back to Area Plan so they can start on it. Both requests on the concrete lugs and the pavement from chip and seal on the subdivision.

Richard Reid: And I second that. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

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

Richard Reid: Oh, okay.

COUNTY HIGHWAY

Richard Reid: You don't have anything under County Highway, do you?

Bobby Howard: No.

Richard Reid: Okay.

COUNTY SHERIFF

Richard Reid: Mr. Sheriff, you have anything?

Brett Kruse: No, Sir.

Richard Reid: Okay.

COMMISSIONERS ITEMS FOR DISCUSSION
MARLIN WEISHEIT
CONTINUED DISCUSSION ON APPROVAL OF CLAIM

Richard Reid: Alright. Lookin' for one more.

Marlin Weisheit: Sheriff, trying to resolve this thing with the Prosecutor here. I, I think the Tasers are probably the best tool out there. Wouldn't you agree with me? I mean, I'm not wanting to make an issue here. Just trying to help clear something up.

Brett Kruse: Right (inaudible).

Marlin Weisheit: I mean, I carried one the last year or two (2) I was in Law Enforcement.

Brett Kruse: Cause I wanna buy some of 'em.

Marlin Weisheit: Yeah, and over the years, I was able to acquire funding though the Prosecutor, Drug Free Council, or whatever, I don't know. Do you have a form or something that could make this easy, so we can get this, I mean, I know when I done Drug Free Council it was a matter of a one page form. You put in a request and it was approved. So I don't know if this is something, Prosecutor Perry, you could come up with that would satisfy what Rick wants. I'd like to get this done tonight, so we've got a DNR Officer carrying a Taser.

Todd Glass: I wonder, can we come up with a one line email from someone? Would that be something that could be…?

Marlin Weisheit: I would just like to resolve it for you tonight, Mike, if I can. I'm not tryin'…

Mike Perry: It was an oral request, and if I may approach, here's the form. I asked for it on this form. There's documentation right there.

Marlin Weisheit: I mean it is documented, isn't it? I mean it's a regular voucher.

Todd Glass: Well, I'm…

Marlin Weisheit: Like we sign for everything.

Todd Glass: I'm not an expert on the Auditor's State Manual.

Marlin Weisheit: Yeah.

Todd Glass: Normally, you attach to it something that could maybe be as simple maybe as a email.

Richard Reid: Would that satisfy you, an email on it?

Todd Glass: For, I think it would, if even if, I don't know who that could be from but I wonder if we could just…

Roger Emmons: Debbie requested that it just be, just an email could be from the DNR, isn't that correct, Mike? She didn't really ask for an invoice just a statement.

Mike Perry: Right, and I, it, there was no, there, there exists no statement. It was an oral request. And it…

Richard Reid: Well, can you ask them to send you an email on it, and stating the value on it? So you can…

Mike Perry: I suppose I can.

Richard Reid: Okay.

Mike Perry: My problem, Mr. Reid, is I put that request in, in August and we're in late September.

Richard Reid: Right, I understand that.

Mike Perry: And, and we're getting close to hunting season and it's really frustrating when you can't use the money that exists in your account.

Richard Reid: Yeah. Well it's, I'm just tryin', with what, she's concerned about her position.

Mike Perry: Have you spoken with her outside of this meeting?

Richard Reid: I've been reading the emails. I, I do get the emails. So…

Todd Glass: Mr. Weisheit, if you wanna make that motion again on the condition that, maybe an email could be produced, then I can do the follow up and make sure it gets done.

Marlin Weisheit: I'd make that a motion, try to get this resolved. I mean…

Richard Reid: Can you get a…

Marlin Weisheit: I wanna help you all I can tonight.

Richard Reid: Can you get a email sub…submitted to her.

Mike Perry: I will attempt to, um hum.

Richard Reid: Okay, I'll second that then. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye. (Motion carried 2-0).

Marlin Weisheit: Thanks, Mike.

Richard Reid: (Inaudible).

Marlin Weisheit: That's all I had, thank you for clearing that up.

Richard Reid: Any other comments from the Board?

Marlin Weisheit: Anybody else got anything? Otherwise, I'll make another motion to adjourn.

Richard Reid: Second, we're adjourned.

ADJOURNMENT: Meeting adjourned at 4:45 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

DON WILLIAMS, PRESIDENT

RICHARD A. REID, VICE PRESIDENT

MARLIN WEISHEIT, MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges.

C-15-054

D.B. Tarr & Company

8728 West County Road 175 South ~ French Lick, IN 47432 ~ 812-278-0060 ~ dbtarr@yahoo.com

7 September 2016

FILED
SEP 12 2016
WARRICK COUNTY
AREA PLAN COMMISSION

TO: Warrick County Planning Commission

FROM: Brook Tarr, P.E.
Cell: 812-278-0060
Email: dbtarr@yahoo.com

RE: Pack It Container – New Building

The driveway into the new Pack It Container building located on Business Park Drive has been constructed. The driveway was constructed with 8" (minimum) of 3,500 psi Reinforced Concrete over 6" (minimum) of Compacted Aggregate, 53.

If you have any questions about the plans, scheduling, materials, etc., please feel free to contact me at your earliest convenience.

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor
Date: 9-26-16

Street Acceptance

Date: June 21, 2016 Receipt#: 21243

NAME OF SUBDIVISION: Brookstone Subdivision Section 1

as recorded in 2016-003936 in the office of the Recorder of Warrick County, Indiana.

I hereby request acceptance of the following streets for maintenance by the County:

NAME OF STREET	NO. OF LINEAL FEET
Brookstone Drive	330.6
Sandstone Court	1,014

Jagoe Land Corporation
Subdivision Developer

This request is accompanied by a certificate of Matthew T. Calvert Licensed Land Surveyor-Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR STREET ACCEPTANCE.

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:

Date: 9-26-16

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

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.

This instrument was prepared by:
Matthew T. Calvert

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

ASSOCIATES:
James G. Morley, P.E., P.L.S.
Jay A. McClellan, P.E.
Danny R. Lock, P.L.S.

FILED
SEP 06 2016
WARRICK COUNTY
AREA PLAN COMMISSION

September 06, 2016

Warrick County Highway Engineer
Attention: Bobby Howard
107 W. Locust Street, Suite 208
Boonville, IN 47601

Re: Brookstone Subdivision Section 1
Engineer's Certification
Morley and Associates, Inc. Project No. 5255.4.017-B

Dear Mr. Howard,

As of September 06, 2016, I certify that Sandstone Court and the portion of Brookstone Drive within Section 1 have been completed in general compliance with the approved road plans. All deficiencies addressed in your letter dated July 8, 2016 have been completed. We ask that the roadways within Section 1 be accepted for maintenance.

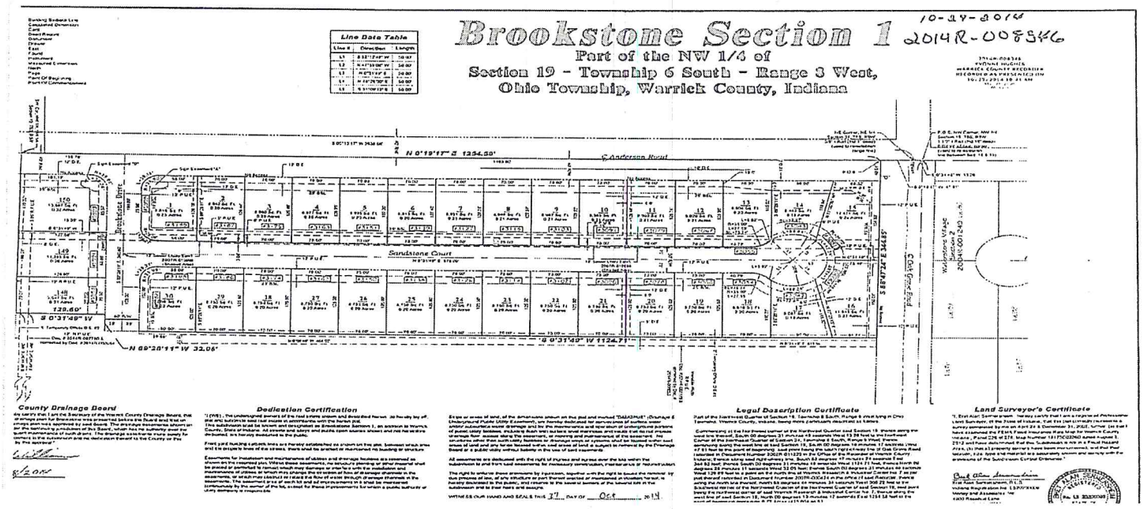
Sincerely,

Matt Calvert, P.E.
Project Engineer

cc: File
Manuel Ball
Sherri Reeter
Steve Sherwood

J:\5000s\5200-5299\5255\Civil 3D\Documents\Brookstone\2016-06-21 Sec 1 Roadway Acceptance\Section 1 Road Certification.doc

4800 Rowbird Lane • Newburgh, IN 47630 • (812) 464-0888 • FAX: (812) 464-2514
www.morleyandassociates.com • e-mail: info@morleyandassociates.com



Huntington Creek "A"

30 day extension

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor

Date: 9-26-16

ANDY EASLEY ENGINEERING, INC.

1133 WEST MILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-2441
FACSIMILE (812) 425-5463
E-MAIL: easley@evansville.net
www.easleyengineering.com

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CIVIL SURVEYORS
REGISTERED
INDIANA • KENTUCKY • ILLINOIS

FILED
SEP 2 0 2 5
WARRICK COUNTY
AREA PLAN COMMISSION

August 5, 2004
Updated: September 19, 2016

CERTIFICATE OF COMPLETION
SIDEWALKS

Huntington Creek Section "A"
Ohio Township, Warrick County, Indiana

This is to certify that a portion of the sidewalk system has been installed in subject subdivision. The linear footage of remaining sidewalk and a contingency amount are as follow:

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Sidewalk	60.F.	7.00/L.F.	$420.00
			TOTAL	$420.00

The developers of Huntington Creek Section "A" will present a check for $420.00 to the County Commissioners to hold until said item has been completed.

Anthony D. Wilson
Professional Engineer
Indiana Registration No. 21442

ANTHONY DEAN WILSON
REGISTERED
No. 21442
STATE OF
INDIANA
PROFESSIONAL ENGINEER

cc: Bruce Miller
Newburgh Development Group

ANDY EASLEY ENGINEERING, INC.
1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-5401
FACSIMILE (812) 425-2453
E-mail: easley@evansville.net
www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS
INDIANA • KENTUCKY • ILLINOIS

August 5, 2004
Updated: September 19, 2016

FILED
SEP 2 0 2016
WARRICK COUNTY
AREA PLAN COMMISSION

CERTIFICATE OF COMPLETION
STREETS

Huntington Creek Section "A"
Ohio Township, Warrick County, Indiana

This is to certify that all basic street improvements have been installed in subject subdivision with the exception of the following:

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Guard Rail	100 L.F.	$25.06	$2,506.00
			Total	$2,506.00

The developers of Huntington Creek Section "A" will present a check for $2,506.00 to the County Commissioners to hold until said item has been completed.

Anthony D. Wilson
Professional Engineer
Indiana Registration No. 21442

ANTHONY DEAN WILSON REGISTERED No. 21442 STATE OF INDIANA PROFESSIONAL ENGINEER

cc: Bruce Miller
Newburgh Development Group

Huntington Creek "B"

1 yr. extension

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor
Date: 9-26-16

ANDY EASLEY ENGINEERING, INC.
1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-5401
FACSIMILE (812) 425-2453
E-mail: easley@evansville.net
www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS
INDIANA • KENTUCKY • ILLINOIS

August 5, 2004
Updated: September 19, 2016

FILED
SEP 2 0 2016
WARRICK COUNTY
AREA PLAN COMMISSION

CERTIFICATE OF COMPLETION
SIDEWALKS

Huntington Creek Section "B"
Ohio Township, Warrick County, Indiana

This is to certify that a portion of the sidewalk system has been installed in subject subdivision. The linear footage of remaining sidewalk and a contingency amount are as follow:

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Sidewalk	2070.76 L.F.	$7.00/L.F.	$14,495.32
2.	Contingency	15 %	$2,174.30	$2,174.30
			TOTAL	$16,669.62

The developer of Huntington Creek Section "B" requests to reduce the letter of credit to the total shown and an extension of one year on his letter of credit to complete the above listed items

Anthony D. Wilson
Professional Engineer
Indiana Registration No. 21442

ANTHONY DEAN WILSON REGISTERED No. 21442 STATE OF INDIANA PROFESSIONAL ENGINEER

cc: Bruce Miller
Newburgh Development Group

ANDY EASLEY ENGINEERING, INC.
1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-5481
FACSIMILE (812) 425-3463
E-MAIL: easley@evansville.net
www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS
REGISTERED IN
INDIANA • KENTUCKY • ILLINOIS

FILED
SEP 2 0 2016
WARRICK COUNTY
AREA PLAN COMMISSION

August 5, 2004
Updated: September 19, 2016

CERTIFICATE OF COMPLETION
STORM DRAINAGE SYSTEM

Huntington Creek Section "B"
Ohio Township, Warrick County, Indiana

This is to certify that all basic storm drainage system improvements have been installed in subject subdivision with the exception of those items listed below. The associated items, linear footage and dollar value for said items are as follow:

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Erosion Control	L.S.	$2,500.00	$2,500.00
2.	Rip-Rap	10 Tons	$13.00	$130.00
3.	Contingency	15 %	$394.50	$394.50
			TOTAL	$3,024.50

The developer of Huntington Creek Section "B" requests an extension of one year on the letter of credit to complete the above listed items

Anthony D. Wilson
Professional Engineer
Indiana Registration No. 21442

cc: Bruce Miller
Newburgh Development Group

ANTHONY DEAN WILSON
REGISTERED
No. 21442
STATE OF
INDIANA
PROFESSIONAL ENGINEER

ANDY EASLEY ENGINEERING, INC.
1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-5481
FACSIMILE (812) 425-3463
E-MAIL: easley@evansville.net
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FILED
SEP 2 0 2016
WARRICK COUNTY
AREA PLAN COMMISSION

August 5, 2004
Updated: September 19, 2016

CERTIFICATE OF COMPLETION
STREETS

Huntington Creek Section "B"
Ohio Township, Warrick County, Indiana

This is to certify that all basic street improvements have been installed in subject subdivision with the exception of cleaning the road, applying tack coat and the final 1-1/2" surface course of asphalt and any required binder repair for that portion of the roadways listed below. The square footage or linear footage and the associated dollar value for these items are as follow:

NO.	DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
1.	Huntington Dr.	731.77 L.F.	$10.15/L.F.	$7,427.47
2.	Huntley Court	419.27 L.F.	$10.15/L.F.	$4,255.59
3.	Devon Court	597.37 L.F.	$10.15/L.F.	$6,063.31
4.	Ashton Court	530.00 L.F.	$10.15/L.F.	$5,379.50
5.	Cleaning	L.S.	$1,000.00	$1,000.00
6.	Final Structure Adjustments	L.S.	$1,000.00	$1,000.00
7.	Street Signs	4 Each	$150.00	$600.00
8.	Contingency	15%	$2,580.59	$3,858.89
			Total	$29,584.75

The developers of Huntington Creek Section "B" requests an extension of one year on the letter of credit to complete the above listed items.

ANTHONY DEAN WILSON
REGISTERED
No. 21442
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Anthony D. Wilson
Professional Engineer
Indiana Registration No. 21442

cc: Bruce Miller
Newburgh Development Group

Civil Rights Form 10

FOUR-FACTOR ANALYSIS
FOR LIMITED ENGLISH PROFICIENCY PERSONS

COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

WARRICK COUNTY

Civil Rights Form 10

Purpose: In compliance with Executive Order 13166, Warrick County has developed the following Language Access Plan (LAP) for Limited English Proficiency (LEP) persons.

History: Title VI of the Civil Rights Act of 1964 is the federal law which protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who have limited English proficiency can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

Warrick County Four-Factor Analysis: The following Four-Factor Analysis will serve as the guide for determining which language assistance measures the Warrick County will undertake to guarantee access to the Warrick County Community Development Block Grant (CDBG) programs by LEP persons.

1. Number or proportion of LEP persons served or encountered in the eligible service population (served or encountered includes those persons who would be served by the recipient if the person received education and outreach and the recipient provided sufficient language services).

   Warrick County utilized Census 2000 Special Tabulation 194 and Table 4, Table 4, Language Spoken at Home and Ability to Speak English for Population 5 Years and Over. Based on this data, Warrick County does/does not meet the 1,000 or 5% LEP persons threshold for any languages or Language(s) identified.

2. The frequency with which the LEP persons come into contact with the program.

   The proposed project is an infrastructure project that does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

Revised – December 2012

Civil Rights Form 10

3. The nature and importance of the program, activity, or service provided by the program.

   The proposed project does not provide direct assistance to individuals. As a result, LEP persons rarely come into contact with the CDBG program. However, all citizen participation activities are open to the general public.

4. The resources available and costs to the recipient.

   Currently, internet sites can be utilized to translate some written materials. Additionally, local volunteers have been identified to provide oral translation services at public meetings and during conversations with LEP residents during the implementation of the proposed project. Furthermore, many of the common forms used in the implementation of a CDBG project are available in multiple languages on the HUD and DOL websites. Additionally, translation activities are an eligible CDBG administrative expense. Therefore, limited LAP measures are reasonable given the resources available to Warrick County.

Certification: Based on the above Four-Factor Analysis, the Warrick County is not required to develop a LAP. However, the Warrick County will make all reasonable attempts to accommodate language access needs of residents requesting oral translation during citizen participation activities.

Don Williams — Chief Elected Official

10/10/2016 — Date

Revised – December 2012

COPY

Blight Elimination Program Waiver Form

On this 26th day of Sept ember 2016 Blight Elimination Program ("BEP") Recipient, Warrick County ("Recipient"), seeks a waiver to modify the terms of its BEP Application (the "Application") and Recipient and Program Partner Agreement (the "Agreement"). All capitalized terms not defined herein shall carry the definitions contained in the Application or the Agreement.

The Recipient believes that it is in the best interests of the Project and necessary to facilitate the BEP goals described in the Application that it be waived from certain agreed terms in the Application and the Agreement and requests from IHCDA a waiver from the terms of the Application and the Agreement to do one or more of the following acts (each, a "Requested Modification"):

1) _____ remove a Program Partner;
2) ✓ add a Program Partner; Roy and Linda Pierson
3) _____ remove a property approved to be included in the Project;
4) ✓ add a property for BEP approval to be included in the Project; 1155 N. Main Street Elberfeld
5) _____ modify the end use for a property approved to be included in the Project;
6) _____ reallocate the costs and/ or fees associated with an approved invoice;
7) _____ exceed the $15,000.00 allowance for a Tier One property; or
8) _____ extend the Project Period for a property.

The Recipient acknowledges that this Waiver Form is a request to amend the terms of the Application and the Agreement and not an actual amendment of either such documents. In order for any Requested Modification to become effective, it must be agreed by IHCDA. No amendments to either the Application or the Agreement will be effective unless they are agreed under the terms therein.

Instructions:

Mark the Requested Modification(s) above, provide the documentation set out below, and email this Waiver Form and accompanying documentation to Rbinder@IHCDA.in.gov. All necessary documentation must be provided with this Waiver Form. Recipient may use one Waiver Form for related tasks such as

removing a Program Partner and adding a new Program Partner. If Recipient is seeking to facilitate two tasks with one Waiver Form, Recipient should provide all necessary documentation for the review and approval of both tasks.

This Waiver Form should not be used to submit additional Project properties for Recipient's second or subsequent Award draw. Rather, Recipient should schedule a meeting with IHCDA to review second or subsequent Award draws.

Removal of a Program Partner: In support of the removal of a Program Partner, Recipient shall attach the following documentation to this Waiver Form:

a) a narrative detailing the reason(s) why the Program Partner should be removed;
b) a copy of the letter sent to the Program Partner at least ten (10) business days prior to the date of this Waiver Form notifying the Program Partner that Recipient seeks to remove it from the BEP Project;
c) any written response it received from the Program Partner;
d) a list of the properties approved to be part of the Project for which the Program Partner was responsible; and
e) the approved Program Partner or potential Program Partner that will be responsible for each property.

Additional Program Partner: In support of the approval of an additional Program Partner, Recipient shall attach the following documentation to the Waiver Form:

(a) a narrative detailing the reason(s) why a Program Partner should be added to the Project;
(b) a letter from the proposed Program Partner agreeing to serve as a BEP Program Partner if approved; and
(c) all documentation requested in the BEP Application Packet for prospective Program Partners.

Removal of an approved property in the Project: In support of removing a property from the Project, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient seeks to remove the property from the Project;
(b) a copy of the letter sent to the Program Partner at least ten (10) business days prior to the Date of the Waiver Form notifying the Program Partner that Recipient seeks to remove the property from the Project;
(c) any written response Recipient received from the Program Partner; and
(d) a narrative advising whether Recipient intends to substitute another property in the Project or relinquish the portion of the Award associated with the property it seeks to remove.

Addition of a property to the Project: In support of the addition of a property to the Project, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient seeks to add a property to the Project;
(b) a copy of the letter from the Program Partner that will facilitate the end use of the property if approved; and

(c) a Site Evaluation Matrix and all supporting documentation necessary to determine whether the property qualifies for the BEP as provided in the Application Packet.

Modification of the end use of a property approved for the Project: In support of modifying the designated end use of a property included in the Project, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient seeks to modify the end use of the property; and
(b) a copy of the letter from the Program Partner agreeing to facilitate the new end use of the property if approved.

Reallocation of costs and/or fees associated with an approved Claim: In support of reallocating the costs and/ or fees associated with an approved BEP Claim, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient seeks to reallocate the fees and/or costs associated with an approved Claim;
(b) the Claim receipt; and
(c) the new designation for the approved cost.

Request to exceed the $15,000.00 Tier One cap: In support of its request to exceed the Tier One cap, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient seeks to exceed the $15,000.00 Tier One cap; and
(b) an estimate or quote from the Project's contractor detailing the work necessary and resulting in the cost above and beyond the $15,000.00 Tier One cap.

Request to extend the Program Period for a property approved for the Project: In support of its request to extend the Program Period for the specified property, Recipient shall attach the following documentation to this Waiver Form:

(a) a narrative detailing the reason(s) why Recipient is seeking to extend the Program Period for the approved property; and
(b) an estimated timeline to complete the Project as it relates to the property.

Submitted on the date first written above.

Recipient: Warrick County
By: Richard A. Reid
Printed name: Richard A. Reid
Title: Vice President, Warrick County Commissioners

ihcda
Indiana Housing & Community Development Authority

To: BEP Recipients and Program Partners
From: IHCDA Asset Preservation Department
Date: September 23, 2016
Re: Blight Elimination Program ("BEP") – Administrative & Operational Protocols

Notice: BEP-16-67

IHCDA recognizes that the standards necessary to meet the rigorous audit requirements of federal oversight bodies of the Blight Elimination Program can be complex in nature. In an effort to assist BEP Recipients in meeting program standards, IHCDA is issuing this detailed summary of BEP Administrative and Operational Protocols. Please read this notice, in full, and find the attached Acknowledgement on page three (3). **Recipients should print, sign, and return the Acknowledgement to IHCDA via mail within ten (10) business days (October 7, 2016).** You should keep the first two (2) pages for your reference. Please note that failure to sign and return this notice to IHCDA by October 7, 2016, will result in the closure of the Recipient's respective claims portal until such time as IHCDA receives the Acknowledgement.

1) **MEETINGS:** A representative from IHCDA is required to attend all Public Hearings and may elect to attend any and/or all Pre-Bid Meetings, Pre-Demolition Meetings, and Sample Demolitions. When scheduling any of the above meetings please contact IHCDA at least two weeks prior to the anticipated date of the meeting to schedule the meeting in conjunction with IHCDA.

2) **ORIGINAL DOCUMENTS:** IHCDA maintains an original, hard copy on file of all documentation including but not limited to: Waiver Forms, Program Partner Agreements, Narratives, Letters of Intent, and Extension Request Letters. **Emailed, faxed, and photocopied documents do not constitute originals and will not be accepted.** A document must meet the following conditions to be considered an original:

a) Signed in ink, preferably blue;
b) By an official representative of the Award Recipient; and
c) Delivered via mail or other carrier.

3) **MONTHLY REPORTING:** The BEP Monthly Progress Report Form has the due dates listed directly on the form. Please review the form, mark your calendars, and plan accordingly so as not to miss a deadline should you be out of the office on a due date. Every Recipient is obligated to report each month by the due date regardless of whether any change has occurred from the prior month. Additionally, Recipients that have had their Milestones extended are required to send in Quarterly Reports for the remaining Program period.

4) **WAIVERS:** All necessary documentation needed for the review and approval of a waiver request is listed in the Instructions on the Waiver Form itself. Waivers are processed in the order they are received by IHCDA. IHCDA will no longer accept electronic copies of waivers prior to the receipt of the original waiver. Failure to submit an **original** signed Waiver Form and/or include all documentation requested on the Waiver Form will result in processing delays or denial of the request.

a. **PROPERTY ADDITIONS:** Properties that are denied for lack of sufficient information may be resubmitted two (2) additional times. A property that has been denied three (3) times for lack of sufficient information will not be reconsidered.

b. **PROPERTY REMOVALS:** Please carefully consider whether you wish to remove an approved property from the BEP Program before submitting a Waiver Form to do so. Adding a "removed" property back into the Program will require the submission of a Waiver Form and resubmission of all required documentation.

5) **GREENING FORMS:** Timely filing of Greening Forms is an essential part of the reimbursement process for the Blight Elimination Program; therefore, it is crucial that Recipients not have a difference of more than five (5) Greening Forms at any given time. IHCDA reserves the right to close the Recipient's claims portal for missing Greening Forms if the difference between the number of claims submitted for demolished properties and greening forms submitted for said properties is greater than five (5).

6) **CLAIMS:** To ensure successful submission of reimbursement claims, please remember the following:

a) Demolition and Greening costs must be on separate line items on the invoice – not one lump sum;
b) No more than five (5) properties may be included per claim submission;
c) Submit Greening Forms as soon as all greening activities are completed;
d) Submit proper invoices and documentation with claims (check the BEP website for documentation requirements before submitting a claim);
e) Make sure claims have actually been submitted by ensuring a Claims Receipt has been issued; and
f) Make sure invoices contain a Property address and are submitted under the correct address.

7) **FAQ's:** Please check www.877gethopeorg/blight often to find frequently used documents and BEP Notices. This should be your first source to answer many frequently asked questions.

Please feel free to contact Blight Elimination Program staff for clarification of any notices, any questions, or any other practices for which further clarification or understanding is needed.

Questions concerning BEP Practices and Procedures:
Rayanna A. Binder – Program Director
RBinder@ihcda.in.gov | 317.372.7885

Questions concerning Property Waivers, Program Partner Waivers, or Tier Exceedance Requests:
Timothy J. Parthun – Program Analyst
TParthun@ihcda.in.gov | 317.232.2021

Questions concerning Monthly/Quarterly Reporting, Mortgage Releases, or Closeout Forms:
Kevin Reeves – Program Analyst
KReeves1@ihcda.in.gov | 317.234.7147

Questions concerning Milestone Extensions or Program Partner Waivers:
Amber Abrams – Program Administrative Assistant
AAbrams@ihcda.in.gov | 317.233.4611

GO ON TO PAGE 3

COPY

ihcda
Indiana Housing & Community Development Authority

ACKNOWLEDGMENT OF BEP NOTICE 16-67: BEP ADMINISTRATIVE & OPERATIONAL PROTOCOLS

I, Richard A. Reid, a representative for the County of Warrick (Recipient) do hereby acknowledge that I have read this notice in full and agree to follow the guidance set out in the BEP Administrative & Operational Protocols Notice. I further acknowledge that failure to follow the abovementioned practices may result in the Recipient's access to the IHCDA Online claims portal being restricted until compliance with these practices is met.

Richard A. Reid
Printed Name
Vice President
Warrick County Commissioners
Title
Signature
September 26, 2016
Date

RICOH

APPLICATION NO: 2152714 AGREEMENT NO:

provided by: U.S. bank EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-0371 • 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: BOONVILLE	STATE: IN	ZIP: 47601	PHONE: 812-897-6202 FAX:
BILLING NAME (IF DIFFERENT FROM ABOVE): WARRICK COUNTY SURVEYORS		BILLING STREET ADDRESS: 107 W. LOCUST ST.	
CITY: BOONVILLE	STATE: IN	ZIP: 47601	E-MAIL:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

NAME OF SUPPLIER		STREET ADDRESS	
ALPHA LASER AND IMAGING		5815 METRO CENTRE DRIVE	
CITY: BOONVILLE	STATE: IN	ZIP: 47601	PHONE: 812-897-6170 FAX:

EQUIPMENT DESCRIPTION

MAKE/MODEL/AGE/SERIES: LANIER MPC2004, CABINET
SERIAL NO.: G746R610600

together with all replacements, parts, repairs, additions, and accessories 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 $ 49.15 *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 within the area you check and initial at the end of the original term, provided that an event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with $1.00 or $101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.
☐ 1) Purchase all Equipment for $1.00 or $101.00 or an amount 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
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 | Vice President, Warrick County Commissioners | 9/20/16
CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED
FEDERAL TAX ID. # 35-6000210 | Richard A. Reid | PURCHASE

ACCEPTANCE OF DELIVERY

Warranty: You will find the manufacturer's warranty on the back of this contract. Sign only when the Equipment has been fully completed and is satisfactory. Upon your signing below, your promise herein will be irrevocable and unconditional to us regardless of any claim you may have against the Supplier from which you purchased the Equipment from the Supplier, or a condition precedent to the effectiveness of this Agreement.

WARRICK COUNTY OF | Vice President, Warrick County Commissioners | 9/20/16
CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATE OF DELIVERY

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 to 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 Articles 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. 2152714 | provided by: usbank EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2152714, dated 9/20/16, between WARRICK COUTNY 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 Richard A. Reid	
Title	Date	Vice President, Warrick County Commissioners Title	9/20/16 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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Service Contract

Client Information

Customer: Warrick County Surveyor	Start Date: 9/20/16
Address: 107 W. Locust Street #206	Fax :
City, State, Zip: Boonville, IN 47601	Operator Email Address: kim.hutton@warrickcounty.gov
Phone #: 812-897-6170 / ALI Rep: Ryan Brown	Key Operator: Kim Hutton
CONTRACT LENGTH X 12 Months ☐ Other, Specify	

Equipment Information

Location	Machine Model	ALI Machine ID	Meter Start	Serial Number
1. Office	MPC2004	WCS-6518	0	G746R510690
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

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: [signature] Title: Vice President, Warrick County Commissioners Date: 9-26-16

ALI Acceptance: Print: Richard A. Reid 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. [signature] Richard A. Reid Date: 9-26-16

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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 [initials]

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. [signature] Richard A. Reid Date: 9-26-16

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IMAGING ALPHA LASER

CUSTOMER REVIEW & SATISFACTION CHECK LIST

Customer # Date:

Customer Name	Warrick County Surveyor	Installation Address	107 W. Locust Street #206 Boonville, IN 47601
Account Name	Ryan Brown	Main Contact	Kim Lutton

You Received:

- ✓ A demonstration of the basic functions of your MPC 2004 and have approved the installation and have no additional questions at this time.
- ✓ A copy of you Purchase Agreement, Lease Form, Delivery Form with the Terms and Conditions of this Sale.
- ✓ An explanation of any applicable warranties, provisions of additional components available to you.
- ✓ A courteous and informative install technicinn: Mike McCaffery

You Reviewed:

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

You were Advised:

- ✓ Of the ALI Service Plan, I have decided to:
  - ✓ *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: _____
- ✓ Of the need for a Surge Proctor / Power Filter
  Issues from Acts of God, electrical storms, brown outs, etc. are not covered by our service agreement
- ✓ 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.
- ✓ 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	Richard A. Reid	Date	9-26-16
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 Richard A. Reid Dated 9-26-16
Richard A. Reid, Vice President
Warrick County Commissioners

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

Certificate Number 220250	**CERTIFICATE OF INSURANCE** SELECTIC AGENCY COMBINED SELECTIC PROPERTY AND LIABILITY POLICY	Date Issued September 22, 2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.

PRODUCER	Bliss McKnight, Inc. P.O. Box 157 Bloomington, Illinois 61702-0157	INSURED	Warrick County 107 West Locust Street, Suite 301 Boonville, IN 47601
POLICY NUMBER	GIE02524	POLICY PERIOD FROM: January 1, 2016	TO: January 1, 2017
COMPANY	Governmental Interinsurance Exchange		

THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED ABOVE HAS 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 POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGES	LIMITS
PROPERTY COVERAGE	
TYPE AND LOCATION OF PROPERTY / COVERAGE/PERILS/FORMS / AMOUNT / DEDUCTIBLE / COINS.%	
X GENERAL LIABILITY COVERAGE	
Coverage A, "Bodily Injury" Liability; Coverage B, "Property Damage" Liability; Coverage C, "Personal Injury" and "Advertising Injury" Liability; Coverage F, "Errors and Omissions" Liability; and Coverage G, Civil Rights Liability	Coverage Part Aggregate: $6,000,000; General Liability Per Occurrence: $3,000,000; Fire Damage Per Occurrence: $100,000
EMPLOYMENT RELATED LIABILITY COVERAGE	
Coverage H, "Designated Wrongful Employment Practices" Liability	Coverage Part Aggregate: "Designated Wrongful Employment Practices" Liability Per Occurrence:
EMPLOYEE BENEFITS LIABILITY COVERAGE	
Coverage J, "Employee Benefits Error or Omissions" Liability	Coverage Part Aggregate: "Employee Benefits Error or Omissions" Liability Per Occurrence:
AUTOMOBILE LIABILITY COVERAGE	
Any "Auto"; All Owned "Autos"; Scheduled "Autos"; Hired "Autos"; Non-Owned "Autos"	Auto Liability Per Occurrence: Auto Medical Payments: Uninsured Motorists Coverage: Underinsured Motorist Coverage:
AUTOMOBILE PHYSICAL DAMAGE COVERAGE	
COLLISION; OTHER THAN COLLISION	All Vehicles; Scheduled Vehicles
X OTHER COVERAGES OR REMARKS	
as loss lender's payee for Lanier Copier S# G740R510690 located: 107 W Locust St Boonville, IN 47601 Ste: 280 V: $3,000 SURVEYOR'S OFFICE	

CERTIFICATE HOLDER:
US Bank Equipment Finance
1310 Madrid Street
Marshall, MN 56258

Should any of the above described coverage parts be canceled before the expiration date thereof, the Company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives.

Authorized Representative
Bliss McKnight, Inc.
by: _____
KB

F90U104 (12/98)

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INTERNET UPDATE AGREEMENT FOR CODE OF ORDINANCES

September 15, 2016

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

Update to Internet/Folio Code of Ordinances:

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

Folio Editing Fee:

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

New fee schedule for updating Folio code:

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

Printed Editing Fee:

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

EXERCISE OF OPTIONS. The County exercises the following options:

Chose a schedule for future updates:

Printed Book Updates: __X__ annually _____ six months _____ quarterly _____ as ordinances pass

Folio/Internet Updates: _____ annually _____ six months __X__ quarterly _____ as ordinances pass

The above services, pricing and options are accepted by:

Warrick County, Indiana

BY Don Williams

TITLE President, Warrick County Board of Commissioners Date 9-23-16

ACCOUNTS PAYABLE VOUCHER REGISTER
WARRICK COUNTY INDIANA
Government Unit SEPTEMBER 26TH, 2016

Fund: 1000 GENERAL		
Department:		
	SRI INC	11,515.00
	WARRICK PUBLISHING CO	1,257.53
		12,772.53
Department: 102 COUNTY AUDITOR		
	QUILL CORPORATION	552.75
	WARRICK PUBLISHING CO	30.00
	102 COUNTY AUDITOR Total:	582.75
Department: 105 COUNTY ASSESSOR		
	OFFICE DEPOT, INCORPORATED	126.60
	105 COUNTY ASSESSOR Total:	126.60
Department: 107 CORONER		
	OFFICE DEPOT, INC	768.53
	107 CORONER Total:	768.53
Department: 108 COUNTY PROSECUTOR		
	ALTSTADT-HICKS OFFICE CITY	88.77
	B-HIVE PRINTING	39.00
	108 COUNTY PROSECUTOR Total:	127.77
Department: 109 CHILD SUPPORT PROGRAM		
	ALTSTADT-HICKS OFFICE CITY	34.15
	109 CHILD SUPPORT PROGRAM Total:	34.15
Department: 112 COURTHOUSE & ANNEX		
	AIGNER HARDWARE	396.82
	BUMPER TO BUMPER / BTB CHANDLER	80.46
	GEM CHEMICAL COMPANY, INC.	166.15
	112 COURTHOUSE & ANNEX Total:	643.43
Department: 113 COUNTY SHERIFF		
	ARAMARK	14.00
	BUSINESS EQUIPMENT	15.00
	DAN SAYLOR	50.00
	GRIFFIN NANCE	50.00
	JIM DUFFEY	50.00
	JOSEPH SCHITTER	50.00
	LAW CHEVROLET BUICK PONTIAC	1,274.17
	SIEGELS	13.00
	WABASH VALLEY SERVICE CO	4,517.31
	WARRICK CO JAIL COMMISSARY	2,069.45
	WEX BANK (WRIGHT EXPRESS)	95.78
	113 COUNTY SHERIFF Total:	7,998.71
Department: 114 JAIL		
	AIGNER HARDWARE	6.33
	ALLAN L REID DMD	352.60
	BOB BARKER COMPANY INC.	63.40
	BUMPER TO BUMPER / BTB CHANDLER	58.77
	CRS ONE SOURCE(DIAFDS)	2,470.45
	FARM BOY FOOD SERVICE	2,696.54
	GEM CHEMICAL COMPANY, INC.	175.57
	HILL MANUFACTURING CO, INC	153.23
	HUTCH & SON INDUSTRIAL ELECTRONICS	9.10
	INDEPENDENT HEALTH SERVICES INC	7,636.29
	KENWAY DISTRIBUTORS INC	264.00
	SYSCO/LOUISVILLE FOOD SERVICES	2,761.11
	WABASH FOODSERVICE	1,784.94
	WARRICK CO JAIL COMMISSARY	599.74
	114 JAIL Total:	18,838.97
Department: 115 AREA PLAN COMMISSION		
	DORIS HORN	100.00
	GUY GENTRY	50.00
	JEFF WILLIS	100.00
	JEFFREY L VALIANT	50.00
	MIKE MOESNER	50.00
	MIKE WINGE	50.00
	MORRIE DOLL	734.25

OFFICEMAX INCORPORATED	144.39
TERRY W. DAYVOLT	50.00
THE LANG COMPANY	652.38
TINA BAXTER	50.00
WARRICK PUBLISHING CO	244.83
WILLIAM BYERS	50.00
115 AREA PLAN COMMISSION Total:	2,325.85
Department: 116 COMMISSIONERS	
BOONE FUNERAL HOME	200.00
EVANSVILLE STATE HOSPITAL (425)	288.25
I.T.I.	224.00
SW INDIANA REG YTH VILLAGE	2,700.00
TELE/DATA COMMUNICATIONS OF IN	32.50
TRI-STATE FIRE PROTECTION INC.	700.00
WARRICK PUBLISHING CO	11.44
WENTZEL ENGRAVING	100.00
116 COMMISSIONERS Total:	4,256.19
Department: 118 EMERGENCY MANAGEMENT AGENCY	
DATA EQUIPMENT INC	330.00
118 EMERGENCY MANAGEMENT AGENCY Total:	330.00
Department: 121 EXTENSION SERVICE	
OFFICE DEPOT, INCORPORATED	237.22
PURDUE CES FUND-WARRICK COUNTY	202.00
PURDUE UNIVERSITY	102.52
QUILL CORPORATION	175.23
121 EXTENSION SERVICE Total:	716.97
Department: 140 COMPUTER	
CDW GOVERNMENT, INC.	389.06
MANATRON INCORPORATED	150.00
140 COMPUTER Total:	539.06
Department: 141 CENTRAL DISPATCH CENTER	
WARRICK CO JAIL COMMISSARY	259.90
141 CENTRAL DISPATCH CENTER Total:	259.90
1000 GENERAL Total:	50,321.41
Fund: 1101 ACCIDENT REPORT	
Department:	
EMP TECHNICAL GROUP	367.50
1101 ACCIDENT REPORT Total:	367.50
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
CORRISOFT, LLC	226.60
SATELLITE TRACKING OF PEOPLE LLC	1,193.00
TOTAL COURT SERVICES	263.50
000 W.C. COMMUNITY CORRECTIONS Total:	1,683.10
1122 COMMUNITY CORRECTIONS Total:	1,683.10
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
MCF CONSTRUCTION, INC	38,500.00
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	38,500.00
Fund: 1141 CUMULATIVE DRAINAGE	
Department: 000 DEPARTMENT	
ELLIOTT'S EXCAVATING, INC	1,850.00
EROSION RESOURCE/SUPPLY INC.	651.00
MORRIE DOLL	100.00
000 DEPARTMENT Total:	2,601.00
1141 CUMULATIVE DRAINAGE Total:	2,601.00
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
BRAND ACCELERATION	400.00
CLERK-TREASURER--NEWBURGH	500.00
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	8,043.97
JSK ASSOCIATES INC	3,060.00
MEUTH CONSTRUCTION	560.00
MORLEY & ASSOCIATES INC.	13,046.25
MULZER CRUSHED STONE, INC.	15,048.95
WARRICK COUNTY MUSEUM, INC	1,539.27
1149 ECONOMIC DEVELOPMENT FEE Total:	42,198.44
Fund: 1156 FIREARMS TRAINING	
Department:	
TREASURER OF STATE	40.00
1156 FIREARMS TRAINING Total:	40.00
Fund: 1159 HEALTH	
Department:	
HOOSIER BUSINESS MACHINES INC.	30.54
POSITIVE PROMOTIONS, INC	242.95
QUILL CORPORATION	103.22
SAFE4PEOPLE INC	642.00
STERICYCLE, INC	178.44
1159 HEALTH Total:	1,197.15
Fund: 1168 LOCAL HEALTH MAINTENANCE	
Department:	
HOOSIER BUSINESS MACHINES INC.	87.04
MCKESSON MEDICAL-SURGICAL INC.	713.23
1168 LOCAL HEALTH MAINTENANCE Total:	800.27
Fund: 1169 LOCAL ROAD & STREET	
Department:	
AIRGAS USA, LLC	359.97
ARAMARK	97.58
AT&T	1,478.41
BEST ONE TIRE & SERVICE	1,762.75
BOSMA, DANIEL	86.50
BUMPER TO BUMPER / BTB CHANDLER	50.09
D PATRICK INC	74.86
DAYLIGHT FARM SUPPLY, INC	10.00
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	447.78
FLINT TRADING INC	3,947.40

GENERAL RUBBER AND PLASTIC INC	350.66
HARDY BRAKE & ELECTRIC CO.INC.	130.99
HUTSON, INC.	1,163.38
IMPCO	285.25
INVIRONMENTAL TECHNOLOGIES, LLC	75.00
MEUTH CONSTRUCTION	2,781.00
MOUNTS ELECTRIC INC.	654.08
MULZER CRUSHED STONE, INC.	13,186.99
NIX SANITARY SERVICE	130.00
NORTH SIDE AUTO SPRINGS INC.	43.20
RUDOLPH BROTHERS	2,144.16
RUXER TRUCK CENTER	96.38
SISCO'S AMERICAN HOSE & HYDRAULICS	53.10
SOUTHEASTERN EQUIPMENT CO.,INC	28,824.83
THE 2ND TIME AROUND DRIVELINE	213.13
WABASH VALLEY SERVICE CO	8,223.23
WARRICK AUTOMOTIVE SUPPLY	80.26
WARRICK SOLID WASTE MGT DIST	499.83
1169 LOCAL ROAD & STREET Total:	67,250.81 67,250.81

Fund: 1176 MOTOR VEHICLE HIGHWAY

Department: 101 ADMINISTRATION

OFFICE DEPOT, INCORPORATED	161.81
101 ADMINISTRATION Total:	161.81

Department: 102 MAINTENANCE & REPAIR

METZGER CONSTRUCTION CO INC.	2,285.56
102 MAINTENANCE & REPAIR Total:	2,285.56

Department: 104 ENGINEERING DEPARTMENT

ALPHA LASER SERVICES	69.30
INDIANA ASSOC OF CO COMMISSIONERS	205.00
104 ENGINEERING DEPARTMENT Total:	274.30
1176 MOTOR VEHICLE HIGHWAY Total:	2,721.67

Fund: 1181 PLAT BOOK

Department:

MACO - EVANSVILLE BLUE	21.55
1181 PLAT BOOK Total:	21.55 21.55

Fund: 1180 RECORDER RECORDS PERPETUATION

Department:

AMERICAN STAMP & MARKING PRODUCTS	197.19
AUTOMATED OFFICE SOLUTIONS INC	593.75
COAST TO COAST COMPUTER PRODUCTS	287.88
SPECTRA ASSOCIATES, INC	21,488.60
1189 RECORDER RECORDS PERPETUATION Total:	22,567.42 22,567.42

Fund: 1197 STORM WATER MANAGEMENT OPER

Department:

AIGNER HARDWARE	190.00
CASH WAGGNER & ASSOCIATES PC	6,000.00
EROSION RESOURCE/SUPPLY INC.	44.00
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	6,146.00
GENERAL RENTAL CORP	293.00
HYDROMAX USA, LLC	1,623.00
J & J SUPPLY INC.	6,498.27
METZGER CONSTRUCTION CO INC.	9,220.40
MEUTH CONSTRUCTION	224.00
MORRIE DOLL	1,312.50
RICOH USA INC	351.88
SOUTHEASTERN EQUIPMENT CO.,INC	925.00
SUPERIOR AG RESOURCES	515.10
WARRICK AUTOMOTIVE SUPPLY	288.15
1197 STORM WATER MANAGEMENT OPER Total:	33,631.30 33,631.30

Fund: 1219 PARK & RECREATION

Department:

AIGNER HARDWARE	320.93
BOONVILLE LAWN AND GARDEN INC.	165.24
CARTER LUMBER	30.94
COCA COLA BOTTLING CO	351.00
EVANSVILLE WINSUPPLY CO.	104.84
GEM CHEMICAL COMPANY, INC.	382.70
HUTSON, INC.	90.94
NICHOLS ELECTRIC SUPPLY	47.59
O'REILLY AUTO PARTS	353.21
POSEY'S SUPERMARKET INC	69.89
THE HOME CITY ICE COMPANY	147.20
TRI-STATE LIGHTING & SUPPLY	129.26
UNIFIRST CORPORATION	132.87
WARRICK SOLID WASTE MGT DIST	306.00
1219 PARK & RECREATION Total:	2,632.61 2,632.61

Fund: 1224 REASSESSMENT

Department:

ALPHA LASER SERVICES	3.82
SQUEAKY CLEAN	15.00
TYLER TECHNOLOGIES, INC	18,970.00
VAN AUSDALL AND FARRAR	97.32
1224 REASSESSMENT Total:	19,086.14 19,086.14

Fund: 1229 LOIT SPECIAL DISTRIBUTION

Department:

METZGER CONSTRUCTION CO INC.	12,951.00
1229 LOIT SPECIAL DISTRIBUTION Total:	12,951.00 12,951.00

Fund: 2502 LAW ENFORCEMENT CONT ED

Department:

TOWN OF CHANDLER	1,432.00
2502 LAW ENFORCEMENT CONT ED Total:	1,432.00 1,432.00

Fund: 2504 PRETRIAL DIVERSION

Department:

PIRANHA SHREDDING/RECYCLING INC.	40.00
RICOH USA INC	36.07

TRI-STATE REPORTING, INC.	99.50
	175.57
2504 PRETRIAL DIVERSION Total:	175.57

Fund: 4105 K-9/SHERIFF DONATIONS

Department:

EAST PINES ANIMAL CLINIC INC	255.86
PET FOOD CENTER	59.98
WARRICK CO JAIL COMMISSARY	158.95
	474.79
4105 K-9/SHERIFF DONATIONS Total:	474.79

Fund: 4501 TIF-EPWORTH ROAD

Department:

BAMBERGER FOREMAN OSWALD HAHN	10,757.55
BLANKENBERGER BROS INC	707,993.36
JSK ASSOCIATES INC	3,802.50
PATRIOT ENGINEERING & ENVIRONMENTAL IN	292.50
WARRICK WELLNESS PATHWAYS	126.95
	722,972.86
4501 TIF-EPWORTH ROAD Total:	722,972.86

Fund: 4502 TIF-STATE ROAD 62

Department:

BAMBERGER FOREMAN OSWALD HAHN	866.25
WARRICK WELLNESS PATHWAYS	126.96
	993.21
4502 TIF-STATE ROAD 62 Total:	993.21

Fund: 4505 REDEVELOPMENT-EPWORTH PROJECT

Department:

BLANKENBERGER BROS INC	124,427.54
	124,427.54
4505 REDEVELOPMENT-EPWORTH PROJECT Total:	124,427.54

Fund: 4901 WCCC PROGRAM INCOME

Department:

WABASH VALLEY SERVICE CO	92.54
	92.54
4901 WCCC PROGRAM INCOME Total:	92.54

Fund: 4903 EDIT-CONSTRUCTION

Department:

METZGER CONSTRUCTION CO INC.	417,969.70
MULZER CRUSHED STONE, INC.	125,177.03
	543,146.73
4903 EDIT-CONSTRUCTION Total:	543,146.73

Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT

Department:

THE LANG COMPANY	15.14
	15.14
4907 WARRICK COUNTY LAW ENFORCEMENT Total:	15.14

Fund: 4910 SHERIFF COMMUNITY SERVICE

Department:

WARRICK CO JAIL COMMISSARY	174.86
	174.86
4910 SHERIFF COMMUNITY SERVICE Total:	174.86

Fund: 4917 FAMILIES IN TRANSITION

Department:

PURDUE CES FUND-WARRICK COUNTY	550.00
	550.00
4917 FAMILIES IN TRANSITION Total:	550.00

Fund: 5251 UNIFORMS

Department:

ARAMARK	112.50
	112.50
5251 UNIFORMS Total:	112.50

Fund: 8099 93.563 PROSECUTOR PCA

Department:

CHILD SUPPORT ENFORCEMENT AGENCY	41.73
	41.73
8099 93.563 PROSECUTOR PCA Total:	41.73

Expense Total:	$ 1,693,180.84
Courts and Manuals:	$ 1,298,172.13
GRAND TOTAL	$ 2,991,352.97

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6, SEPTEMBER 26TH, 2016.

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

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consisting of pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of: $ - $ 2,991,352.97

Dated this 26TH day of SEPTEMBER, 2016

Signatures of Governing Board

DEBBIE STEVENS
Auditor of Warrick County Indiana

September 21, 2016 APCkhrg1.rpt

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53535	13966	UNITED STATES TREASURY	9/07/2016	FFS 01	45.63	Manual	Outstanding	4878
53536	2616	MEDICAL BENEFITS ADMINISTRATORS, INC.	9/07/2016	FFS 01	147,225.28	Manual	Outstanding	4878
53537	8009	HEALTH RESOURCES INCORPORATED	9/07/2016	FFS 01	7,279.30	Manual	Outstanding	4878
53538	17107	MUTUAL OF OMAHA	9/07/2016	FFS 01	7,223.45	Manual	Outstanding	4878
53539	2337	INDIANA STATE BAR ASSOCIATION	9/07/2016	FFS 01	298.00	Manual	Outstanding	4878
53540	548	KATHY MANNING	9/08/2016	FFS 01	94.16	Manual	Outstanding	4885
53541	16198	TINA LATHAM	9/08/2016	FFS 01	208.12	Manual	Outstanding	4885
53542	13185	DEBORAH K STEVENS	9/08/2016	FFS 01	147.84	Manual	Outstanding	4885
53543	4190	TREASURER STATE OF INDIANA	9/08/2016	FFS 01	7,475.00	Manual	Outstanding	4885
53544	12406	TRACTOR SUPPLY CO	9/08/2016	FFS 01	55.65	Manual	Outstanding	4885
53545	18197	FIRST BANKCARD	9/08/2016	FFS 01	130.76	Manual	Outstanding	4885
53546	17704	ZIEMER STAYMAN WEITZEL SHOULDERS	9/08/2016	FFS 01	1,250.00	Manual	Outstanding	4885
53547	3016	CHANDLER UTILITIES	9/08/2016	FFS 01	90.35	Manual	Outstanding	4885
53548	16758	TRAVIS ALEXANDER	9/08/2016	FFS 01	2,400.00	Manual	Outstanding	4885
53549	3016	CHANDLER UTILITIES	9/08/2016	FFS 01	20.39	Check	Outstanding	4885
53550	3113	DUKE ENERGY	9/08/2016	FFS 01	142.90	Check	Outstanding	4885
53551	1113	AARON FRANZ	9/08/2016	FFS 01	104.56	Check	Outstanding	4885
53552	2031	BOONVILLE UTILITIES	9/08/2016	FFS 01	8,703.70	Check	Outstanding	4885
53553	19037	VECTREN ENERGY DELIVERY	9/08/2016	FFS 01	7,638.60	Check	Outstanding	4885
53554	4554	PIKE GIBSON WATER, INC	9/08/2016	FFS 01	16.70	Check	Outstanding	4885
53555	9318	SPRINT	9/08/2016	FFS 01	419.32	Check	Outstanding	4885
53556	2025	BOONVILLE NATURAL GAS CORP.	9/08/2016	FFS 01	459.15	Check	Outstanding	4885
53557	16065	PSC	9/08/2016	FFS 01	157.27	Check	Outstanding	4885
53558	18195	FIRST BANKCARD	9/08/2016	FFS 01	147.92	Check	Outstanding	4885
53559	13842	FORENSIC RADIOGRAPHER SERVICES	9/08/2016	FFS 01	150.00	Check	Outstanding	4885
53560	10073	JAMES M. JACOBI, MD PATHOLOGIST	9/08/2016	FFS 01	1,490.00	Check	Outstanding	4885
53562	18074	ROBIN GREENLEE (CDFC)	9/08/2016	FFS 01	508.33	Check	Outstanding	4885
				Total Checks -	194,002.38			

Operator: DREW

September 21, 2016 APCkhrg1.rpt

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53630	11542	TELE/DATA COMMUNICATIONS OF IN	9/14/2016	FFS 01	120.00	Check	Outstanding	4899
53631	6007	FELTS LOCK CO., INC.	9/14/2016	FFS 01	30.00	Check	Outstanding	4899
53632	3597	HOLLY KEY	9/14/2016	FFS 01	79.96	Check	Outstanding	4899
53633	8705	SARAH E REDMAN	9/14/2016	FFS 01	151.45	Check	Outstanding	4899
53634	11600	FIFTH THIRD BANK	9/14/2016	FFS 01	271.30	Check	Outstanding	4899
53635	2616	MEDICAL BENEFITS ADMINISTRATORS, INC.	9/15/2016	FFS 01	111,044.07	Check	Outstanding	4900
53636	7872	BOSTON MUTUAL LIFE INSURANCE CO	9/15/2016	FFS 01	2,003.26	Check	Outstanding	4900
53637	98065	BENISTAR/HARTFORD-6795	9/15/2016	FFS 01	17,335.64	Check	Outstanding	4900
53682	17553	AMBER WHITTENBRAKER	9/16/2016	FFS 01	44.10	Manual	Outstanding	4905
53683	19204	HOWES, CAROL	9/16/2016	FFS 01	100.00	Manual	Outstanding	4905
53699	17320	BRANDY BACKER	9/23/2016	FFS 01	429.00	Check	Outstanding	4910
53700	4622	REDWOOD TOXICOLOGY LABS	9/23/2016	FFS 01	460.00	Check	Outstanding	4910
53701	7004	GEM CHEMICAL COMPANY, INC.	9/23/2016	FFS 01	97.66	Check	Outstanding	4910
53702	4078	DEBORAH BERNARD	9/23/2016	FFS 01	168.00	Check	Outstanding	4910
53703	13015	MATTHEW BENDER & CO INC	9/23/2016	FFS 01	144.16	Check	Outstanding	4910
53	10024	JERRY AIGNER CONSTRUCTION,INC.	9/16/2016	PTS 01	11,100.00	Manual	Outstanding	4904
54	19200	COLUMBIA TITLE, INC	9/19/2016	PTS 01	2,225.00	Check	Outstanding	4908
55	19197	MCDONALD LAW OFFICE	9/19/2016	PTS 01	2,850.00	Check	Outstanding	4908
56	18732	SHEPHERD INSURANCE	9/19/2016	PTS 01	651.90	Check	Outstanding	4908
57	19205	LESLIE, BEVERLY	9/19/2016	PTS 01	12,232.00	Check	Outstanding	4908
58	1837	WARRICK COUNTY TREASURER	9/19/2016	PTS 01	1,069.00	Check	Outstanding	4908
59	3844	GREGORY L WASSON	9/19/2016	PTS 01	4,801.00	Check	Outstanding	4908
60	14546	GLENN D BELL	9/19/2016	PTS 01	4,898.00	Check	Outstanding	4908
61	9610	ECONOMIC DEV COALITION OF SW IN	9/19/2016	PTS 01	49.00	Check	Outstanding	4908
8506	2087	BRUCKENS INC	9/20/2016	FFS 01	146.50	ACH	Outstanding	4912
8507	7004	GEM CHEMICAL COMPANY, INC.	9/20/2016	FFS 01	57.28	ACH	Outstanding	4912
				Total Checks -	1,104,169.75			

Operator: DREW

September 21, 2016 APCkhrg1.rpt

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
49	18732	SHEPHERD INSURANCE	9/15/2016	PTS 01	2,980.21	Check	Outstanding	4901
50	19197	MCDONALD LAW OFFICE	9/15/2016	PTS 01	1,400.00	Check	Outstanding	4901
51	19200	COLUMBIA TITLE, INC	9/15/2016	PTS 01	1,400.00	Check	Outstanding	4901
52	10024	JERRY AIGNER CONSTRUCTION,INC.	9/15/2016	PTS 01	5,800.00	Check	Outstanding	4901
53582	5919	REDWOOD TOXICOLOGY LABORATORY INC.	9/16/2016	FFS 01	84.75	Check	Outstanding	4891
53583	387	OFFICE DEPOT CREDIT PLAN	9/16/2016	FFS 01	406.10	Check	Outstanding	4891
53584	16461	WAGNER, CHRIS	9/16/2016	FFS 01	811.36	Check	Outstanding	4891
53585	2025	BOONVILLE NATURAL GAS CORP.	9/16/2016	FFS 01	46.21	Check	Outstanding	4891
53586	4556	MOUNTAIN VALLEY OF EVANSVILLE	9/16/2016	FFS 01	15.50	Check	Outstanding	4891
53587	18195	FIRST BANKCARD	9/16/2016	FFS 01	13.45	Check	Outstanding	4891
53588	2031	BOONVILLE UTILITIES	9/16/2016	FFS 01	72.56	Check	Outstanding	4891
53589	3837	ALPHA LASER SERVICES	9/16/2016	FFS 01	154.96	Check	Outstanding	4891
53590	15860	TIME WARNER CABLE	9/16/2016	FFS 01	422.60	Check	Outstanding	4891
53591	7084	CAROLYN S DITTER	9/16/2016	FFS 01	41.28	Check	Outstanding	4891
53592	9527	BRETT M ROY	9/16/2016	FFS 01	787.50	Check	Outstanding	4891
53593	13015	MATTHEW BENDER & CO INC	9/16/2016	FFS 01		Check	Voided	4891
53594	15004	OFFICE DEPOT, INCORPORATED	9/16/2016	FFS 01	94.44	Check	Outstanding	4891
53595	2001	B-HIVE PRINTING	9/16/2016	FFS 01	59.00	Check	Outstanding	4891
53596	486	CSI COMPUTER SYSTEMS	9/16/2016	FFS 01	60.42	Check	Outstanding	4891
53597	18521	WHITLEDGE, KELLY	9/16/2016	FFS 01	128.48	Check	Outstanding	4891
53612	4000	TEAMSTERS LOCAL #215	9/16/2016	FFS 01	4.00	Check	Outstanding	4893
53613	6568	DIVISION OF CHILD SUPPORT	9/16/2016	FFS 01	104.00	Check	Outstanding	4893
53614	13360	F. STEPHEN SHEETS	9/16/2016	FFS 01	92.66	Check	Outstanding	4893
53615	14309	WTRISC FBO INS 4978 WARRICK COUNTY	9/16/2016	FFS 01	759.88	Check	Outstanding	4893
53616	19084	SPENCER COUNTY CLERK	9/16/2016	FFS 01	30.00	Check	Outstanding	4893
53617	23016	WARRICK CO TREASURER-GARNISHMENTS	9/16/2016	FFS 01	85.73	Check	Outstanding	4893
53618	4132	PAT BROOKS	9/14/2016	FFS 01	470.39	Check	Outstanding	4899
53619	15860	TIME WARNER CABLE	9/14/2016	FFS 01	165.00	Check	Outstanding	4899
53620	18196	FIRST BANKCARD	9/14/2016	FFS 01	431.57	Check	Outstanding	4899
53621	6157	B & B MOWING LLC	9/14/2016	FFS 01	800.00	Check	Outstanding	4899
53622	13899	DELTA PROPERTIES LLC	9/14/2016	FFS 01	2,409.00	Check	Outstanding	4899
53623	93043	RAMBERGER FOREMAN OSWALD HAHN	9/14/2016	FFS 01	3,362.50	Check	Outstanding	4899
53624	18798	EMPIRE CONTRACTORS, INC	9/14/2016	FFS 01	891,745.01	Check	Outstanding	4899
53625	4361	WOW! BUSINESS	9/14/2016	FFS 01	3,676.80	Check	Outstanding	4899
53626	962	WTH TECHNOLOGY, INC.	9/14/2016	FFS 01	3,450.00	Check	Outstanding	4899
53627	16937	FINE & HATFIELD, PC	9/14/2016	FFS 01	7,104.50	Check	Outstanding	4899
53628	352	MAKEN CORPORATION	9/14/2016	FFS 01	1,925.00	Check	Outstanding	4899
53629	18588	U.S. BANK	9/14/2016	FFS 01	54.02	Check	Outstanding	4899

Operator: DREW

SUPPLEMENTAL AGREEMENT NO. 10

THIS SUPPLEMENTAL AGREEMENT IS MADE AND ENTERED INTO 9/26, 2016, BY AND BETWEEN THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "LOCAL PUBLIC AGENCY," AND LOCHMUELLER GROUP, INC., HEREINAFTER REFERRED TO AS THE "CONSULTANT."

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on January 18, 2006, enter into an Agreement providing for the CONSULTANT to provide Preliminary Engineering Services through Design Approval for Oak Grove Road from the Vanderburgh/Warrick County line eastward to SR 261 and Final Plans for Phase I from the Vanderburgh/Warrick County Line eastward to the planned Improvements to Epworth Road in Warrick County, and did on January 26, 2009 enter into Supplemental Agreement No. 1 to provide additional services and did on May 29, 2010 enter into Supplemental Agreement No. 2 to make revisions to the design plans and did on October 11, 2010 enter into Supplemental Agreement No. 3 to make additional revisions to the design plans, and did on February 13, 2012 enter into Supplemental Agreement No. 4 to extend the project limits westward into Vanderburgh County, and did on April 8, 2013 enter into Supplement Agreement No. 5 to prepare final plans for Phase II, and did on November 12, 2013 enter into Supplemental Agreement No. 6 for additional traffic counts and traffic analysis, and did on July 29, 2014 enter into Supplemental Agreement No. 7 due to the increased Area of Potential Effect that was originally covered in the environmental documentation, and did on December 22, 2014 enter into Supplemental Agreement No. 8 to provide Water Resource/Stormwater Permitting Services, and did on May 11, 2015 enter into Supplemental Agreement No. 9 for the completion of Phase III services, and

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to provide signal timing services for the proposed new traffic signal at the intersection of Oak Grove and Bell Road, and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the additional services in connection therewith, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend and supplement the original Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

I. **Section IV is modified to read as follows:**

SECTION IV **COMPENSATION:** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $1,469,570.00.

II. **Section 9.0 Traffic Signal Design is modified to read as follows:**

9.0 Traffic Signal Design and Signal Timing

9.1 The CONSULTANT shall prepare, in accordance with INDOT standards and guidelines for roadway projects, a set of traffic signal plans, quantities and special provisions for the intersection of Old Oak Grove Road and Bell Road. The CONSULTANT shall assume that all traffic signal equipment; conduit, wiring, controllers, signal heads, etc., will be new.

9.2 The CONSULTANT shall provide the following Basic Signal Timing Information for programming of the new traffic signal controller by the electrical contractor:

9.2.1 Minimum green time
9.2.2 Maximum green time
9.2.3 Change interval time (yellow and all red)
9.2.4 Pedestrian Walk and Pedestrian Change interval times
9.2.5 Recall Phases
9.2.6 Dual Entry Settings

III. **Items 12.15 through 12.17 are added to Appendix "A" as follows:**

12.15 Traffic Signal Coordinated timing plan programming
12.16 Traffic signal controller programming information relative to detection, unit data, preemption data, or diagnostic data (it is assumed this programming would be prepared by the signal vendor or contractor)
12.17 Field observation before, during, or after signal turn on

IV. **Section A.1 of Appendix "D" is modified to read as follows:**

A. AMOUNT OF PAYMENT

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed One Million Four Hundred Sixty Nine Thousand Five Hundred Seventy Dollars ($1,469,570.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

V. **Item A.2.k of Appendix "D" is modified to read as follows:**

k. Traffic Analysis, Signal Design and Signal Timing $20,600.00

Except as herein modified, changed and supplemented, all terms of the original Agreement dated January 18, 2006, Supplemental Agreement No. 1 dated January 26, 2009, Supplemental Agreement No. 2 dated May 29, 2010 and Supplemental Agreement No. 3 dated October 11, 2010 and Supplemental Agreement No. 4 dated February 13, 2012, and Supplemental Agreement No. 5 dated April 8, 2013, and Supplemental Agreement No. 6 dated November 12, 2013, and Supplemental Agreement No. 7 dated July 29, 2014, and Supplemental Agreement No. 8 dated December 22, 2014 and Supplemental Agreement No. 9 dated May 11, 2015 shall continue in full force and effect.

The previous "not to exceed" total was $1,468,070.00. This Supplemental increases this value by $1,500.00 to a new "not to exceed" value of $1,469,570.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

LOCHMUELLER GROUP, INC.

BY _____
Michael R. Hinton
President/Chief Executive Officer

ATTEST:

BY _____
Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

September 23, 2016
Date

BOARD OF COUNTY COMMISSIONERS WARRICK COUNTY

BY _____
Don Williams
President

BY _____
Richard Reid
Vice President

BY _____
Marlin Welsheit
Member

ATTEST:

_____
Roger E. Emmons
Administrator

9/26/16
Date

SUPPLEMENTAL AGREEMENT NO. 13

This SUPPLEMENTAL AGREEMENT is made and entered into effective as of 9/26, 2016 ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials herein after referred to as ("LOCAL PUBLIC AGENCY" or "LPA"), and Lochmueller Group, Inc. herein after referred to as ("CONSULTANT").

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on February 20, 2002, enter into an Agreement providing for the "CONSULTANT" to provide Preliminary Engineering Services for Lincoln Avenue from the Vanderburgh/Warrick County Line to Old SR 261 in Warrick County; Project No: STP-E910( ), and did on August 20, 2003 enter into Supplemental Agreement No. 1, and did on November 10, 2004 enter into Supplemental No. 2, and did on May 24, 2006 enter into Supplemental No. 3, and did on February 14, 2007 enter into Supplemental No. 4, and did on April 23, 2008 enter into Supplemental No. 5, and did on January 25, 2010 enter into Supplemental No. 6, and did on February 11, 2013 enter into Supplemental No. 7, and did on November 12, 2013 enter into Supplemental No. 8, and did on December 23, 2013 enter into Supplemental No. 9, and did on May 12, 2014 enter into Supplemental No. 10, and did on July 29, 2014 enter into Supplemental No. 11, and did on May 23, 2016 enter into Supplement No. 12, and

WHEREAS, the LOCAL PUBLIC AGENCY desires to engage the CONSULTANT to provide signal timing services required at the traffic signals at the Bell Road and Old SR 261 intersections with Lincoln Avenue, and

WHEREAS, the CONSULTANT has expressed a willingness to provide the required additional services, and

WHEREAS, in order for the CONSULTANT to provide the additional services, it is necessary to amend and supplement the original Agreement, and

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

I. **Section IV COMPENSATION of the Agreement is modified to read as follows:**

SECTION IV COMPENSATION- The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $1,366,495.00

II. **Item 6.3 is added to Section DD of Appendix "A" as follows:**

6.3 The CONSULTANT shall provide the following Basic Signal Timing Information for programming of the new traffic signal controllers by the electrical contractor:
- 6.3.1 Minimum green time
- 6.3.2 Maximum green time
- 6.3.3 Change interval time (yellow and all red)
- 6.3.4 Pedestrian Walk and Pedestrian Change interval times
- 6.3.5 Recall Phases
- 6.3.6 Dual Entry Settings

III. **Items 16.15 through 16.17 are added to Section DD of Appendix "A" as follows:**

16.15 Traffic Signal Coordinated timing plan programming
16.16 Traffic signal controller programming information relative to detection, unit data, preemption data, or diagnostic data (it is assumed this programming would be prepared by the signal vendor or contractor)
16.17 Field observation before, during, or after signal turn on

IV. **Item 1. of Section A of Appendix "D" is modified to read as follows:**

A. AMOUNT OF PAYMENT
1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed One Million Three Hundred Sixty Six Thousand Four Hundred Ninety Five Dollars ($1,366,495.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

V. **Item 1.1 of Section C of Appendix "D" is modified to read as follows:**

1.0. AMOUNT OF PAYMENT
1.1 The CONSULTANT shall receive as payment for the services performed under this Agreement for Phase III of the project in the amount of a total fee not to exceed Four Hundred Seventy Six Thousand One Hundred Dollars ($476,100.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

VI. **Items 1.2.4 of Section C of Appendix "D" is modified to read as follows:**

1.2.4 Traffic Analysis and Signal Design $37,800.00

Except as herein modified, changed and supplemented, all terms of the original Agreement dated February 20, 2002, Supplemental Agreement No. 1 dated August 20, 2003, Supplemental No. 2 dated November 10, 2004, Supplemental No. 3 dated May 24, 2006, Supplemental No. 4 dated February 17,

2007, Supplemental No. 5 dated April 23, 2008, Supplemental No. 6 dated January 25, 2010, Supplemental No. 7 dated February 11, 2013, Supplemental No. 8 dated November 12, 2013, Supplemental No. 9 dated December 23, 2013, Supplemental No. 10 dated May 12, 2014, Supplemental No. 11 dated July 29, 2014 and Supplemental No. 12 dated May 23, 2016 shall continue in full force and effect.

The previous "not-to-exceed" total for Phases I, II and III was $1,363,495.00. This Supplemental increases this value by $3,000.00 to a new "not-to-exceed" value of $1,366,495.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement.

LOCHMUELLER GROUP, INC.

BY _____
Michael R. Hinton
President/Chief Executive Officer

ATTEST:

BY _____
Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

September 22, 2016
Date

BOARD OF COUNTY COMMISSIONERS
WARRICK COUNTY

BY _____
Don Williams
President

BY _____
Richard Reid
Vice President

BY _____
Marlin Weisheit
Member

ATTEST:

_____
Roger E. Emmons
Administrator

9/26/16
Date