WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
October 24, 2016
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

AREA PLANNING COMMISSION
REQUEST FOR ACCEPTANCE OF STREETS FOR MAINTENANCE
WOODFIELD SUBDIVISION SECTION IV

Don Williams: Alright, we have some Area Plan business. Sherri, if you want to take off with that?

Sherri Rector: Okay, thank you. The first item is Request for Acceptance of Streets for Maintenance, Woodfield Subdivision, Section IV, by Woodfield Development, LLC, Steven Blankenberger, Member. Woodmoore Court, six hundred fifteen lineal feet (615'); Lakefield Drive, eight hundred forty lineal feet (840'); Foxwood Court, eight hundred and twenty-one lineal feet (821'). Letter of Credit expires November the 4th. This was continued from your October 10th meeting and Bobby will have to give information on this. I think it's changed.

Bobby Howard: Uh, yes, I believe Mr. Blankenberger is here if he wants to come forward.

Steve Blankenberger: Hi, I'm Steven Blankenberger with Woodfield Development Subdivision.

Bobby Howard: Yeah, on, on our inspections there is some of the inlets, the back of the inlet boxes, weren't put in correctly and he's having his contractor fix that. But also in regards to an issue, I guess with the drainage off of the basin in the back there's a design being looked at to put in a different, an emergency spillway than what was originally done. So I think what, what he's spoke about possibly doing is maybe reducing his Letter of Credit amount if that would be acceptable. I don't know what the current amount is but the, the existing amount that, well the, the amount to reduce it to depended on how extensive the emergency basin gets to be cause we really haven't had a design on that yet. But I would probably put five thousand ($5,000.00) on that and two thousand ($2,000.00) on the, I think there were seven (7) or eight (8) inlets so it would probably be a reduction of seven thousand dollars ($7,000.00).

Don Williams: A lot of problems there, Mr. Engineer.

Bobby Howard: Yes.

Don Williams: How close do you think that is to an exact figure?

Bobby Howard: I'd say I am ninety percent (90%). So if you want to increase it by ten (10%). The, it's, the emergency overflow is going to be adjusted to a pipe instead of any type of defined spillway channel. That excavation work, he has his own equipment. He does that work. He'll do that work himself, in house. I would estimate that at five thousand dollars ($5,000.00) with a pipe. And, and like I said, I'm, I'm over on the cost for the inlets at the two thousand dollars ($2,000.00). That's a conservative number. So, I'm com...

Marlin Weisheit: Okay, reduce it by seven ($7,000.00)?

Bobby Howard: I'm com...

Don Williams: Reduce it to seven ($7,000.00)?

Marling Weisheit: Reduce it by seven ($7,000.00)?

Bobby Howard: No, it'd be a total of, to seven thousand ($7,000.00).

Sherri Rector: Reduce the Letter, the existing Letter of Credit down to seven thousand dollars ($7,000.00).

Marlin Weisheit: Okay.

Bobby Howard: Seven thousand dollars ($7,000.00).

Don Williams: Do, do you have a (inaudible) there?

Bobby Howard: Yes.

Sherri Rector: No, I don't cause I thought they was gonna be...

Bobby Howard: The streets are in, they're installed, the inlet backs just need to be changed out. That is a, a very small item for seven (7) inlets. And then there was the matter of the emergency overflow getting changed. So...

Don Williams: You have a recommendation, Sir?

Bobby Howard: I'd recommend to, that he be allowed to reduce his Letter of Credit to the, to the seven thousand dollars ($7,000.00) and not accept the Streets for Maintenance at this time.

Marlin Weisheit: I'll make that a motion.

Richard Reid: Second.

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

Richard Reid: Aye.

Marlin Weisheit: Aye.

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

Steven Blankenberger: Thanks.

Marlin Weisheit: Good luck with it, thank you.

Steven Blankenberger: Thank you.

Sherri Rector: Get that into me, the Letter of Credit.

Steven Blankenberger: Yes.

Sherri Rector: Okay.

Steven Blankenberger: (inaudible) sidewalks (inaudible).

Bobby Howard: That would, that would remain the same.

Sherri Rector: That remains the same.

Bobby Howard: That's a separate, that's a separate, yeah.

Steven Blankenberger: Okay, good.

REQUEST FOR EXTENSION OF SURETY WYNGATE SUBDIVISION SECTION B

Sherri Rector: The next item is Request for Extension of Surety. This is Wyngate Subdivision, Section B, by Barrington Development Group, Bruce Miller, President, street and sidewalk construction. Requesting a one (1) year extension with no reduction of seventeen thousand one hundred and forty-nine dollars and fifty-three cents ($17,149.53) for streets and nine thousand one hundred and fifty-three, seventy-two ($9,153.72) for sidewalks. Has had ten (10) years and nine (9) months. Therefore they're also requesting a modification from the side…Subdivision Control Ordinance for streets and sidewalks. The Letter of Credit expires November the 10th. One (1) year extension was granted on January the 25th of this year to Barrington Development Group however the bank would only extend the Letter of Credit for nine (9) months. This Board agreed to transfer the Letters of Credit from Barrington Development Group to Barrington Custom Homes. The lots were sold to them on August the 22nd of this year. However no new Letters of Credit have submitted, therefore we're still holding the Letters of Credit in Barrington Development Group. And I think Bobby has a report on this also.

Bobby Howard: Yes, in regards to this, in regards to the sidewalks that typical, I believe that there's no real issue with the sidewalks there. The dollar amount is sufficient, but in regards to the streets, there are several problems with the street out there. There's pot holes that have developed. There's, on my, I went out today and looked at it. I took some photos. We don't have those printed yet but there were several areas that need to be repaired before it can be paved. There's one (1) pot hole that was about two foot (2') wide and four to six inches (4"-6") deep. So it's getting into the base. So I, I don't know that we wanna extend this another year. It really needs some patchwork done and, and paving done. So I was not willing to sign off on the streets at this time.

Don Williams: Okay. Mr. Miller, do you have something (inaudible)?

Bruce Miller: Ah, yes…

Don Williams: Let, let me ask you a question.

Bruce Miller: Uh huh?

Don Williams: Since this was transferred to Barrington Custom Homes, are you speaking for them?

Bruce Miller: I'm speaking for Barrington Development because currently that's where the Letter of Credit is under. So I'm only speaking on behalf of Barrington Development Group who has the current Letter of Credit. And that Letter of Credit is going to come due, I think it's on the 11th or the 10th, of November.

Sherri Rector: 10th, Um hum.

Bruce Miller: So I was looking, I'm, I'm here representing Barrington indicating that that Letter will be transferred either to Barrington Custom or will remain under Barrington Development for that period of time, which was requested for one (1) year extension. That, that's, the Letter of Credit is going to be extended. It's either going to be under Barrington Development Group or it's going to be under Barrington Custom to meet that November 10th deadline. The, the question that I have for, for Mr. Howard is, it's my understanding that that asphalting is going to be done in the spring. It's already been contracted and paid for through Barrington Custom with Metzger Construction. So we just need to know, or Bar, or Barrington Custom needs to know what you feel needs to be done to extend that Letter of Credit out through the spring of next year.

Bobby Howard: Well, I would say all the intermediate patchwork needs to be done before winter.

Bruce Miller: Oh, I agree. I agree.

Bobby Howard: Because it's an unsafe situation out there.

Bruce Miller: Um hum, um hum.

Bobby Howard: So like I said, without that being done, and I don't know how soon that could be done.

Bruce Miller: Well I think, I, I just talked to Mr. Metzger mid-week regarding a couple projects that he is working on. I think he does have some time for some basic patchwork. For major completion of subdivisions, I think he's pretty booked for the, for the, the end of this year through December. If you would like to meet with, with Mr. Metzger and Barrington Custom, to, you let them know specifically what you want because the patchwork cannot be that extensive that cannot be done this fall.

Bobby Howard: Correct, I believe you have time to get the patchwork done.

Bruce Miller: Absolutely, absolutely. So you're talking about specifically those areas? Then we can address that with Mr. Metzger and he can do that work for Barrington Custom within the next month. There's no problem, because it's not that extensive. There's the one particular area at the end of the, down at the end of the street.

Don Williams: How about the next two (2) weeks?

Bruce Miller: I would, I would say so. I, I don't, you know I can't speak for Mr. Metzger, but I do know that they're still doing patchwork and I think that can easily be done. But for the renewal through spring or early summer of next year, that, that's the extension I'm looking for today, because that Letter of Credit is going to be null and void as of November 10th.

Don Williams: Close of business.

Bobby Howard: How, if a, what kind of timeline would have to, this have to be done by, if it's not done by a certain time if, if the Board wanted to...?

Sherri Rector: You mean if he gets patching done? Or we draw the Letter of Credit? Is that what you're saying? Well it...

Bobby Howard: Yeah, yeah, if that's what the Board considers?

Don Williams: I, I'll tell you what my thought is, is, and we have some residents from Wyngate here if anyone would like to speak, that, that'd be welcome also. But I, I'm willing to get it patched and then pave it next spring.

Bruce Miller: Um hum.

Don Williams: But it needs to be patched like now.

Bruce Miller: I agree.

Don Williams: And I, I would be okay with doing that but I would wanna make it to where if that repair work is not done by November 9th...

Bobby Howard: Well, we may need more time...

Sherri Rector: We need a couple more days. Bobby has to...

Don Williams: Well when do we need it by?

Sherri Rector: Inspect and write up a report and then we have to get letters signed by you all.

Don Williams: So how long, how long we need?

Sherri Rector: We're supposed to have the new Letters of Credit ten (10) days before they expire. I mean that's the Ordinance. But we could...

Don Williams: Well let's not break our Ordinance. So November 1st?

Sherri Rector: Um hum.

Bruce Miller: I think, I think that, that's easily doable. And if, if, if, if the situation is that Metzger cannot do it, there's plenty of other asphalt companies in town that can do the patching work that Mr. Howard is talking about.

Don Williams: Are you okay with that, Bobby? Your opinion? If we need to pull it, we can pull it. I'm fine with that.

Bobby Howard: Yeah, if that's the case, then you're just, approve it subject to that, but also...

Roger Emmons: Subject to your approval.

Bobby Howard: Saying that the, I mean are you wanting to extend the Letter of Credit a full year if he says he's gonna do it in spring? Would you want to come back on the agenda before the early or in early summer so that it's...? I mean like I said, it's like ten (10), ten (10) years at this point.

Ken Merten (from the audience): Could I address...

Don Williams: Just a second, Mr. Merten, you, you can. Just have a seat right there on a reserved chair. We'll get you right up.

Bobby Howard: So it'd really be like a six (6) month extension? Instead of a year?

Marlin Weisheit: I'd be okay with that, Bobby.

Richard Reid: So in April?

Bruce Miller: I would, I would request that be extended 'til June.

Marlin Weisheit: For the weather?

Bruce Miller: Um hum.

Don Williams: Okay. I'm gonna let Mr. Merten speak.

Bruce Miller: Um hum.

Don Williams: If you would, Sir, come and give us your name.

Ken Merten (from the audience): My name is Ken Merten.

Don Williams: And, come to the microphone, we have to record it all, verbatim minutes here and give us your name and your address.

Ken Merten: My name is Ken Merten, 8066 Wyngate Circle. These are residents of Wyngate Circle or part of the Section B that we're discussing right now. I have lived there eight (8) years. Joe there has lived there longer than me, and various times on, how many, how many years, people have lived, lived there. I've got a couple concerns, one is, is that we've been told that this would be done and it would be done yet this year, the final three (3) inches. We were told it was gonna be done. My concern is that it's not done and we've heard these promises before. So I guess my concern is hearing the promise a...again and it does not get done. The second thing is, is you've got a bond that is in place that was probably determined, how many years ago? I mean I've been there eight (8) years, I don't know if you've periodically increased the bond amount each year or each, every few years to do the job to guarantee the job will be done. I would think that, that at the least that you would have him increase the bond to cover it, even if it is at six (6) months. You know, I would, I would think that you know with it, with, with it being a bond that was for only nine (9) months verses twelve (12) months that in and of itself to me raises a red flag. And you know I guess I would like to see the thing done. He told us it would be done, would be done. He also told us that the patchwork would be done. Nothing's done. So you know are you going to be in a better position next year, or six (6) months than you are now? You know, I guess, you know, you guys, you, you know that better than I do, but you know if, if, if they can't do it, I hate to see that bond somehow expire and the County get hit with all of it.

Don Williams: It, we don't let that happen.

Ken Merten: Okay.

Don Williams: That won't happen. Never has.

Ken Merten: Do any of the other residents of the neighborhood have anything they'd like to address? Do, is that okay?

Don Williams: Sure.

Ken Merten: Okay. Any of you would like to say anything?

Ray Graham: Hi, my name's, my name's Ray Graham, I'm also a resident of Wyngate. I'd just like to, like Ken said I've lived there in the subdivision for about thirteen (13) years. And this section down there that these poor folks have had to deal with really, it's not fair. Because that, because that pavement being lower than the storm sewer down there, the water won't drain out of the street and it's a constantly accumulation of water and mud. Some of these poor folks have actually had, paid out of their own pockets to go down there with water trucks and, and wash that street off. And it, it, you know, now with the pot holes it's become a dangerous situation, can even get, be frozen in the wintertime causing a slippery hazard conditions. And I, I'd like to see us, I'd like to see us get the, the finish coat on there and take care of it.

Don Williams: Alright. Anything else you'd like to say, Sir?

Ken Merten: No, just what, I think Ray, I did not bring that up about the water standing there and you know if you give him the extension then the water's going to be standing there all winter and like you said the, then the, we got, we've cleaned it up several times and, and you know, just did it out of our pocket. So, thank you.

Don Williams: Thank you. Anything else, Mr. Miller?

Bruce Miller: I, I was asking, needless to say, I've already said within the next two (2) weeks we'd get the patchwork done per Bobby's specifications. That's not an issue, I think we can do that. I'm looking for or requesting an extension 'til June of next year with the same dollar amounts on the Letters of Credits.

Don Williams: Are those dollar amounts sufficient, Mr. Engineer?

Bobby Howard: Yes, yes those dollar amounts still cover the cost of the improvements.

Don Williams: Cause I understand what these people need, and the size of that one pot hole out there is extensive.

Bruce Miller: Right. Mr. Howard was talking about an area approximately two feet (2') by two feet (2') and six inches (6") deep. But we will do whatever is necessary over and above that particular one to make sure it is correct.

Richard Reid: Have you been promising these guys that you're gonna have it refinished, resurfaced here?

Bruce Miller: Yes, we were trying to accomplish that this year, but with the transition of ownership, that had to take place first before that asphalting could take place.

Don Williams: So what are we looking at? Two (2) weeks to get the job done?

Bruce Miller: Um hum.

Don Williams: Or are we talking about the, just the, the, all the patchwork?

Bruce Miller: Uh huh.

Don Williams: And...

Bobby Howard: If you're talking about November 1st, that's only a week from tomorrow.

Don Williams: No, it would be, you've got the Letter of Credit goes to the 10th, right?

Sherri Rector: Right.

Don Williams: But we'd have to, how, how much time do we have to have to get to pull it?

Sherri Rector: Four (4) days.

Bobby Howard: So...

Don Williams: Four (4) days?

Sherri Rector: Assuming Bobby here to (inaudible)...

Don Williams: Well let's...

Bobby Howard: Thursday, Thursday the 3rd would be...

Richard Reid: Can we table this 'til the next meeting?

Don Williams: No...

Sherri Rector: No, it expires...

Don Williams: It expires before.

Sherri Rector: The next meeting.

Don Williams: I want the patchwork done. What, the 4th is a Thursday?

Bobby Howard: The 3rd, November 3rd is the Thursday.

Don Williams: That gives us a week?

Bobby Howard: That gives them this week and...

Don Williams: And most of next.

Bobby Howard: Monday, Tuesday, Wednesday, and then by Thursday.

Bruce Miller: That can be accomplished.

Don Williams: I understand these people have been waiting a long time for the road.

Richard Reid: And I really don't want to wait 'til June to have that finished and the rest of the road either.

Don Williams: Well it may be too cold for them to asphalt now anyway for the final surface.

Richard Reid: Bobby, can you do that in April? If weather permits?

Bobby Howard: Weather permitting, yes.

Don Williams: I think we, I think we could, could give them that time but let 'em know there'll be no further extensions. If it's not done by June, then we pull the permit, we pull the Letter of Credit. No more extensions, no more putting it off, and I'd like to see it done now too. If the repairs are not done by November 5th, we pull the Letter of Credit then? Can we pull them (inaudible) early?

Bobby Howard: Novem...November 3rd?

Don Williams: November 3rd.

Sherri Rector: November 3rd.

Don Williams: Whatever it is.

Roger Emmons: (Inaudible).

Sherri Rector: Hum?

Roger Emmons: (Inaudible).

Sherri Rector: Um hum. Yeah, that they have...

Richard Reid: Any more questions (inaudible) to address?

Sherri Rector: You're just going to have to make sure, Bruce, that if you get this patchwork done, that you get that Letter of Credit immediately to me, the new one.

Bruce Miller: Oh, absolutely.

Sherri Rector: Cause I won't wait 'til the last day...

Bruce Miller: Okay.

Sherri Rector: To try and track them down as usual.

Richard Reid: You have another comment?

Ken Merten (from the audience): Yeah, (Inaudible).

Richard Reid: Come, come up to the podium.

Don Williams: Yeah, you've got to come up to the, you need...

Ken Merten (from the audience): (Inaudible).

Don Williams: Mr. Merten, you need...

Ken Merten (from the audience): (Inaudible).

Richard Reid: Sir...

Don Williams: You need to come to the microphone. We have to get you recorded.

Ken Merten: If, if you're going to extend it for any amount of time, wouldn't you wanna try to increase the amount of the bond? Or if that's even...

Don Williams: The, the reason for the, it's actually a Letter of Credit, and it's that the amount of the Letter of Credit, that takes care of all the repair work, well in this case, the paving next spring. The extension of it doesn't, you know, doesn't change the cost of the paving.

Ken Merten: Okay.

Bobby Howard: The, the amount we have on the Letter of Credit, that it will cover it through next, next year.

Ken Merten: And so, and, and how long were you going to extend it then 'til?

Don Williams: Well the, the...

Ken Merten: I couldn't hear.

Don Williams: All the repair work, we're requiring to have it all done by close of business which will be 4:00 (PM) November 3rd. If it's not, then we'll pull the Letter of Credit and go ahead and do all of it. If he gets it repaired, we will give him 'til the last day of June. If it's not done by the last day of June we'll pull the Letter of Credit and we'll do it.

Ken Merten: Okay and that's, that's subject to him having another Letter of Credit in place on June 3rd...

Don Williams: Must be here.

Ken Merten: An additional one?

Don Williams: No, no, Letter of Credit.

Ken Merten: One, one other thing, Bobby, the question I have is when he fixes that, will he be digging out the holes and getting the patch job?

Bobby Howard: They're gonna have to patch it to our specification, so...

Ken Merten: Okay, which would require him to have to dig it out?

Bobby Howard: Yes, there's gonna be areas, they're gonna have to be dug out and based back in.

Ken Merten: Okay, does anybody wanna say anything else, it's a...

Don Williams: Wanna state your name and your address, Sir.

Brett Schultheis: Hi, my name is Brett Schultheis. My address is 8090 Wyngate Circle, and I just, just one (1) question for the Engineer. Is there a way, like we've mentioned, the water pools, because it doesn't actually get to the (inaudible)…?

Bobby Howard: It looks like some…

Brett Schultheis: Is there a way to circumvent that, temporarily?

Bobby Howard: It looks like someone's already cut two (2) areas in front of each inlet on either side down at the curb.

Brett Schultheis: Yeah, it's not working real well.

Bobby Howard: So they're trying to make it go in underneath the street.

Brett Schultheis: Yeah, is there a better way?

Bobby Howard: I'll, I'll have to look into that, usually when there's no surface there, there's no real good way to get to get it redirected into those inlets.

Don Williams: How big of a section are we looking at?

Bobby Howard: That…

Don Williams: Don't drain?

Bobby Howard: It's just down at the base of the hill where the two (2) inlets are on either side. The water has to get up over top of the inch and a half (1 ½") of surface, two inches (2") for it to drain. And like I said it'd take a while…

Brett Schultheis: It'd take a while…

Bobby Howard: Yeah, it takes a while for it to go back in. We have that on all our unfinished streets that don't have surface. Without, and if you, even if you put surface on that area it still just pushes the drainage problem up the street farther.

Don Williams: Right, you have to raise the whole road.

Bobby Howard: Yeah, you'd have to raise that inch and a half (1 ½") everywhere, so…

Don Williams: Is there a way that they could be, could be cut where it will drain properly? Looks like…

Bobby Howard: Somebody's already done a little bit of cutting around there and trying to get it to go, cut the street in front of the inlet and it leaves a little gap for water to slowly drain off until it gets clogged up somehow. But there's really no way to properly do it without the surface on the street.

Roger Emmons: (Inaudible).

Bobby Howard: Yeah, 'til it's complete.

Brett Schultheis: Okay, thank you.

Don Williams: Thank you. Any questions from the Board?

Richard Reid: No.

Don Williams: You have anything to say, Mr. Miller?

Bruce Miller: No.

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

Richard Reid: Different sections on this, there's November 3rd on finalizing the, the pot holes in…

Don Williams: All the repairs.

Richard Reid: Repairs done.

Don Williams: Right.

Richard Reid: And then, end of June for resurfacing the road.

Don Williams: If not, we'll pull it and do it.

Richard Reid: Yes, I'll make that a motion.

Don Williams: Do I have a second?

Marlin Weisheit: Second.

Don Williams: Motion has a second.

Roger Emmons: (Inaudible).

Don Williams: Yes?

Sherri Rector: Make it July 1st, Letter of Credit expires on a certain date, or do you want it the last day of June? So he'll know what to tell the bank. We have to get some, specific on the Letter of Credit.

Richard Reid: The last day of June.

Sherri Rector: Okay. Okay.

Marlin Weisheit: That was my second.

Don Williams: We have a motion.

Todd Glass: June 30th then?

Sherri Rector: Okay.

Don Williams: Should be June 30th, thirty (30) days in June.

Todd Glass: Correct.

Don Williams: Okay, have a motion and a second. All those in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Motion carries (3-0). Need it done.

Bruce Miller: I will. I'll get ahold of Mr. Howard as soon as we get the patchwork completed.

Don Williams: Okay.

Bruce Miller: Thank you very much.

Don Williams: Get the patching done.

Bobby Howard: I say, I'll need to be there before you work on it cause I'm gonna have to put this back together.

Bruce Miller: Okay. That's fine.

Bobby Howard: So just have, have your contractor get with me...

Bruce Miller: Contact you?

Bobby Howard: Yeah, yep.

Bruce Miller: Okay, very good, thank you.

Don Williams: Don't delay.

Bruce Miller: Alright.

(Extension of Surety, Wyngate B, is located on Page 26 of these Official Minutes)

REQUEST FOR DIVISION OF LETTERS OF CREDIT LEXINGTON SUBDIVISION

Sherri Rector: Okay. The last item I have is Request for Division of Letters of Credit, Lexington Subdivision, by First Federal Savings Bank. Four hundred and twenty-six thousand fifty-nine dollars and fifty-nine cents ($426,059.59) street construction and ninety-six thousand one hundred and sixty-nine dollars and ninety-two cents ($96,169.92) for sidewalk construction and one hundred and sixty-two thousand six hundred and twenty-four dollars and seventy-one cent ($162,624.71) for drainage construction. The Letters of Credit expire December 3rd of 2016. They have had ten (10) years. I believe I emailed you all this and, and Attorney Glass has copies. Bobby and I have reviewed. I think they have some documents that they would like to submit to you also.

Don Williams: Gentlemen?

Don Fuchs: Don Fuchs, Legal Counsel here for First Federal Savings Bank. Also here is Kirby King. Kirby is the Senior Vice President, Chief Lending Officer of First Federal Savings Bank. This is with respect to Barrington, excuse me, Lexington Subdivision, which was a Barrington Development Project. First Federal provided the financing for that. It was necessary through a foreclosure action that was commenced in September of last year to foreclose on a number of the unsold lots as well as some un-platted real estate. First Federal acquired, now is the owner of that through a Sheriff's sale that took place the spring of this year. It is, has, the property will be sold at an auction sale that's going to be conducted on November the 9th. We'll be selling I believe it's twenty-three (23) tracts of real estate, and I, I have a drawing of that, if that, if that would be of any assistance. We're going to be selling some individual lots, we're gonna group some lots together, and we're also going to bid, sell some un-platted real estate, approximately forty-two (42) acres. There are three (3) outstanding Letters of Credit. Those are all in the name of First Federal Savings Bank. In view of the fact that those Letters were going to expire in December of last year, we came before you, very appreciative you allowed us to extend those so that we could complete the foreclosure action and move forward with this liquidation process. The one (1) Letter of Credit that we are requesting be amended has to do with the street construction. And the way I kind of look at that Letter of Credit, it divided it up in kind of two (2) different segments. One (1) segment of that Letter of Credit has to do with putting in the final coat of asphalt, doing some work, my understanding, that needs to be done tapering at the entrance of the subdivision, also some street signs, also some striping. We would, what we're

requesting is, and we've had, well let me just say this, we've had Easley Engineer take a look at this Letter of Credit, being Letter of Credit 301. They've divided it into two (2) sections, the section I just talked about where we need to put the final coat of asphalt, the striping, and the tapering. It's approximately a hundred and thirty-eight thousand six hundred and forty dollars ($138,640.00). We're requesting that First Federal Savings Bank be, remain obligated under that Letter of Credit. We want to go to this auction sale to represent to the people that are going to by buying this that First Federal is standing behind this, there's a Letter of Credit standing behind this, we're gonna get this work done for you. We were hopeful to get that work done this fall, but Kirby can indicate that the, the schedules of the asphalt companies just didn't allow us to get that work in. So again First Federal would stand behind a hundred and thirty-eight thousand dollars ($138,000.00) plus that. The remaining portion of that would be, of that Letter of Credit, would be approximately two hundred ninety-six thousand six hundred nineteen dollars ($296,619.00). That part of the Letter of Credit (inaudible) has to do with streets, but it really has to do with streets that aren't really there. If you go out there all those streets have been platted, you can see them on paper, but I understand when you go out there, they're, they're not there. We're going, what we're requesting is, we're gonna be selling that area of the subdivision. That's going to be our Tract 22 at our auction sale. We're, we're having in our purchase agreement as a condition of the sale, is that whoever purchases Tract 22 is going to be required to come before you and, and submit to your satisfaction a replacement Letter of Credit. Until such time that can be done, that's going to be a condition of sale, it wo, wo, wouldn't be a transfer of that, that, that tract at that point in time. So again we're just simply asking to take one (1) Letter of Credit, it's in the name of First Federal Savings Bank and divide it into, into two (2) segments. One of which First Federal would stand behind, the second part of that Letter of Credit the purchaser of Tract 22 at this auction sale would stand behind that. But again, that individual, that entity would need to come before you and would need to get your approval to do that. We've preliminarily met with Mr. Howard with Steve Sherwood with Mr. Glass and Commissioner Weisheit just, just, for us to sit down, we're, we're kind of in a time crunch with this November sale. We're, we're very appreciative of their time, kind of giving us some guidance on how, how to forward in this.

Don Williams: You say the auction is November 9th, so...

Don Fuchs: Yes, yes, Sir.

Don Williams: Doesn't give you a lot of time.

Don Fuchs: No, Sir.

Don Williams: But you're in a position to get Letter of Credit pretty rapidly I would think?

Kirby King: That Letter of Credit is going to stand in place until they would need, until it would need to be replaced.

Don Williams: That doesn't give the buyers much time to get to us though.

Kirby King: I understand. The actual Letter of Credit don't expire until December 6th or 3rd...

Sherri Rector: 3rd, 3rd.

Kirby King: Early December so there is time in between the November 9th sale and then for them to get their act together.

Sherri Rector: You'll only have one (1) meeting to get here.

Kirby King: Okay.

Don Fuchs: And that date would be?

Sherri Rector: November 28th. Well they meet November 14th and the 28th, the Commissioners do.

Richard Reid: That second tract that you're talking about, is that going to show that that subdivision doesn't exists anymore then?

Sherri Rector: Oh, it exists, it's platted, it's just nothing's been built.

Richard Reid: Right.

Sherri Rector: So if Bobby and I looked at it and we did it 'A' and 'B' we know which parts of the plat that the letters will take care of.

Todd Glass: And, Mr. President, Mr. Fuchs mentioned he did meet with Mr. Howard, Mr. Weisheit, and I on different occasions and what we, what came out of those meetings was asking them to have their engineer specify exactly what was left and they have in fact done that. And that's been identified I, I think as satisfactorily. So they're going to offer this at auction with that condition.

Kirby King: And, and I have copies if, if that would be helpful.

Sherri Rector: They should have them in their packets already.

Todd Glass: So although it's a bit out of the ordinary, in my discussion with Mr. Howard we didn't, I didn't see any reason why the Commissioners would not consider granting that request.

Don Williams: It doesn't need to be done tonight?

Todd Glass: They need to know that you will allow them to offer that property, Parcel 22, for sale and make the representation in that the successful bidder has to provide that Letter of Credit...

Richard Reid: (Inaudible).

Todd Glass: As part, as a condition of the purchase.

Richard Reid: What happens if it doesn't sell?

Sherri Rector: Then they just...

Richard Reid: Then they still (inaudible).

Don Williams: So you will maintain the Letter of Coverage until the buyer has theirs?

Todd Glass: Correct.

Don Williams: That's the way I'm understanding it.

Don Fuchs: We've already prepared a purchase agreement. You, you go on, Sohn is going to be, to do the auction. The purchase agreement is up on their website and it's very specific provision in there that says this is a condition of sale.

Don Williams: Okay.

Todd Glass: If I'm stating it correctly, they're need, Mr. President, this Board's permission to offer it for sale with that condition.

Don Williams: I'm okay with that. We need a motion?

Marlin Weisheit: I make a motion to approve that request.

Richard Reid: Second.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Don Fuchs: Thank you very much.

Kirby King: Thank you very much.

Don Williams: You got it. Thank you.

Don Fuchs: Thank you, Don.

(Division of Letter of Credit, Lexington Subdivision is on Pages 27 through 29 of these Official Minutes)

APPROVAL OF MINUTES

Don Williams: Okay, we have Approval of Minutes for October the 10th, our Regular Session. Do I have a motion?

Richard Reid: So moved.

Marlin Weisheit: Second.

Don Williams: We have a motion by Commissioner Weisheit, second...I'm sorry Commissioner Reid, second by Commissioner Weisheit, all in favor let it be known by saying, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

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

ITEMS FOR DISCUSSION
EMS QUARTERLY REPORT

Don Williams: Okay. Items for Discussion we've got a Quarterly EMS Report. We don't get to see these guys very often any more. Come on up and state your name and who you represent for the record.

Pat Rauscher: Good evening, Pat Rauscher with Warrick EMS. We have our Third Quarter's Operations Report for you for January through September. Comparison from 2016 to 2015, we've done total runs of four thousand two hundred three (4,203) year to date compared to four thousand eighty-four (4,084) last year. Transports to local hospitals twenty-four, twenty-three (2,423) verses twenty-four, fifty-seven (2,457). Refusals seven, thirty-four (734) to seven (7), seven, thirty-four (734) to five, ninety-three (593). And Hospital Transfers, decreased a bit three, fifty-six (356) compared to four, twenty-nine (429) last year. Our Other category is two, forty-seven (247) verses two, thirty-two (232). And then our Private Run category is up by four, forty-three (443) verses three, seventy-three (373). So been quite, quite busier here in the last year as well. Also, I think the five (5) trucks you guys decided on last year or two (2) years ago has been payin' off and they'll continue to pay off as we go forward with the continued growth in Warrick County. One of the things in our contract when we also agreed to also do to you guys, for you guys is to make sure you're up to date over any kind of billing rate changes. And the last billing rate we changed, we had was in November of 2013. The hospital looked at this year and did some comparison locally with EMS Services and found that we were decently under market compared to others in the region, and it made a change here effective August of 2016 so the, the numbers here are essentially about a ten percent (10%) increase. An example would be our ALS Non-Emergency went

from seven hundred to seventy (700-70)...seven, seventy (770). So those are all in front of you there for the changes we have, and what's going on with that. A couple of pieces of information, I know one of the things we've, we've had over time is issues with radios. I know technology continues to change, eight hundred (800) radio systems coming in, in to play these days. The hospital's investing, we are working right now to be able to get eight hundred (800) technology I hope. In the next couple months we'll have all of our handhelds, and we'll, we'll be able to be operational in the truck with those at that time. Then we plan next year to be able to get this stuff, the, the bases for our ambulances as well. So hopefully by next year, around this time, I'm hoping that all the four hundreds (400's) will be out of the system, complete for us which will be a good positive step. I know the fire departments are heading that way and law enforcement too. So the investments there we're just gonna take a little time and we'll be in process with you there too.

Marlin Weisheit: Good.

Pat Rauscher: I do wanna let you know that one nice thing, I thought he was coming up with me, but Tony O'Neal was promoted at the hospital. He received a promotion to Manager recently for the hard work he's been doing and serving this County. They've recognized his efforts. So I wanted to let you guys in on it cause you guys have worked quite extensively with him over the years as well too. So I wanted to pass that on.

Roger Emmons: Way to go, Tony.

Marlin Weisheit: Yeah, congratulations!

Don Williams: He's been very good to work with over the years.

Pat Rauscher: Yeah, he has been.

Don Williams: Appreciate him.

Pat Rauscher: We both wanted to come tonight cause we have two (2) Commissioners, Mr. Williams, Mr. Reid, I think it's the last time we see you in this capacity anyways so we wanted to thank you for your efforts and support of EMS and I appreciate working with you guys and wish you the best of luck afterwards as well too so...

Richard Reid: We don't want to see you on a run.

Pat Rauscher: I don't wanna see you on a run either, we'll see you somewhere else.

Marlin Weisheit: Sociable dinners only.

Pat Rauscher: (Inaudible) chicken dinners, right?

Marlin Weisheit: Social events only.

Pat Rauscher: Any questions for me?

Marlin Weisheit: Good job, thank you.

Pat Rauscher: Alright, thank you. Have a good night.

Don Williams: Thank you very much, Pat.

PROPOSAL FOR COUNTY-WIDE COST ALLOCATION PLANS

Don Williams: Next item, Mr. Malinowski. How are you today, Sir?

Charles Malinowski: I am great, thank you, Commissioner. Charles Malinoski, President of Malinoski Consulting, also known as Mal-Con. Tonight I have, presenting a proposed agreement to renew our contract for preparing the County's Cost Allocation Plan. That is a continuation of what we've been doing for, it's amazing, three (3), three (3) cycles, nine (9) years. I do have a quick hand out.

Don Williams: Thank you.

Roger Emmons: Thank you, Charles.

Charles Malinowski: What I've tried to do is put together a power point presentation that even a County Council person could understand. So the question is, the County Council doesn't sign my contract, so (inaudible).

Don Williams: And that's the key is the contract.

Charles Malinoski: But, but it's a, I think that's a good thing though, because the question is well, well how much did you make, how much did you make me, and how much did it cost? So, so for a, for the period 2007-2015, that's the years that the plans are prepared, and we're estimating '15, that's still in progress, we will bring in the County General Fund about three hundred and fifty thousand dollars ($350,000.00). And in the last three (3) year average we're, we're averaging about thirty-three thousand dollars ($33,000.00) a year for reimbursement on the Title IV-D Child Support Enforcement Program. And what does that cost you? Well the, the overall, the nine (9) years, the, the fee totaled fifty-nine thousand four hundred ($59,400.00), our fee through that period, and what we're proposing in the renewal is six thousand six hundred dollars ($6,600.00) per year. One of the issues we did discuss back in the spring was utilizing the County Incentive Fund to utilize that roughly hundred thousand dollars ($100,000.00) to pay our fee. So moving the expense out of the Commissioner's Budget, the General Fund Budget, that is, and having the Title IV-D monies pay for that. Certainly would help the, the County General Fund. I'm not sure that has gotten into place but certainly we would pursue that in this next, what we're obligated the (inaudible)...

Don Williams: I say, it would be the County Council that had to do that.

Charles Malinowski: Oh, uh oh. We still made them three hundred fifty thousand dollars ($350,000.00).

Don Williams: Okay. Just so you know, you have to deal with them to get that done.

Charles Malinowski: So those, that's the big picture, and, and again if I wasn't clear on that, the Cost Allocation Plan is, is prepared, and certainly in very close coordination with the County Auditor's Office and the only reason that you have this done is to recover money on the Title IV-D Program based on what the County Clerk and the County Prosecutor, the Prosecuting Attorney Office bills to the State. Now, in this process, I, I've had some discussions with County Auditor Stevens and, and she has expressed some desire to look at options and I think that's a great thing, I, I, I certainly know what that's about. And we wanna be receptive to that and if we can, we have time. Time is on your side. The '16, 2016 Cost Allocation Plan, we, we can't even start it. The year's not over yet. And it's not due to the State 'til early 2018. So you have all the options as to how you want to proceed with this. I, I will also say that I did, being, I did, being prepared this evening, to bring another agreement that has an open contract amount. So that if you wanted to consider something alternative, a lower, a lower rate than what I proposed, again we're receptive to the competition in the market place. That's good for everybody and certainly is good for you folks. So at that I will turn it over to you folks if you have any questions or the County Auditor.

Don Williams: When do we, when do we need, when do we need to make that decision by?

Charles Malinowski: Realistically, I, I would say you, you could make the decision in early 2018.

Don Williams: Okay (inaudible).

Charles Malinowski: Again, cause we can't, nobody can start the work until the books are closed. So what, so what we're proposing is the 2016, so we have to finish 2016, I mean the County, the calendar has to end. And then, then there's going to be a least a month more that, you, that the County financials aren't going to be ready. So the reality again is, if, if you made a decision in the first quarter of 2017, that would be okay. Now...

Roger Emmons: Your proposal is for three (3) years, '16, '17, and '18.

Don Williams: Yeah.

Charles Malinowski: Yeah, that's correct. Yes.

Don Williams: Right.

Charles Malinowski: Now I certainly would appreciate a decision tonight.

Don Williams: Is this '16, '17 and '18 or is it...

Charles Malinowski: '16, '17, and '18, yes.

Todd Glass: You, you propose a term of three (3) years.

Charles Malinowski: Yes.

Roger Emmons: Yes.

Don Williams: And that's what we're operating on now...

Charles Malinowski: Yes.

Don Williams: Is a three (3) year contract and that contract ends (inaudible)?

Charles Malinowski: From, from day one (1), since 2007 we've, we've gone in three (3) year increments. And that's I would say, the industry standard. So when, when dealing with, not that you have to follow that, if you wanted to do a one (1) year contract. But we find that that process works well for all parties. Not much changes from year to year. One of the things I will cite in our agreement, I try to make it as close to a handshake as possible. So if the County Commissioners at any time would like to terminate the agreement, change the agreement for any reason, there's no penalties. The last page of the proposal has that spelled out, that, that there is no, you can, you can get out of the agreement for any reason you choose at any time.

Don Williams: Is that a thirty (30) day out?

Charles Malinowski: Well there is a thirty (30) day out but yeah that's the, that's the only stipulation. But...

Todd Glass: Which is reasonable. If, if the Commissioners asked you, Mr. Malinowski, would you be able to convert your proposal to a draft agreement that you could then send to me?

Charles Malinowski: Oh, sure. Actually the...

Todd Glass: Was that included in that, it was just a proposal?

Charles Malinowski: There, there's a, I, I, yeah, I could...

Roger Emmons: It's just a proposal for preparation in the Annual County-Wide Cost Allocation Plan for 2016-'18?

Don Williams: (Inaudible) yeah.

Charles Malinowski: Yeah, I, I, it's a word file.

Roger Emmons: (Inaudible).

Charles Malinowski: When I transmit it to a Mr. Edmonds. I, when I, when I did trans...transmit that, that, that was a word file. It's just protected. I can, I can easily send you a new one.

Richard Reid: (Inaudible).

Don Williams: I'm waiting for the noise level to be reduced. They come in, Sheriff, tell them to be silent for a while. This isn't the meeting they're here for.

Richard Reid: You mentioned you talked to the Auditor? Ms. Stevens would you like to have any comments on this?

Debbie Stevens: Sure. Debbie Stevens, Warrick County Auditor. My only comment is that I been approached by someone else who does similar work to Mr. Malinowski. Just to be competitive and to...

Roger Emmons: Sure.

Debbie Stevens: And to maybe explore options if we can reduce costs to the tax payers for this, for the same work then I'm always open for saving the tax payers.

Richard Reid: What's the other, costs us (inaudible)?

Debbie Stevens: I emailed that to you and it's a quote from Dossett Consulting and they currently do work for Warrick County. He's proposing for the same period of time, three (3) years, six thousand dollars ($6,000.00) a year.

Don Williams: Was he aware of Mr. Malinowski's fee when he made that?

Debbie Stevens: Well, it's public record.

Richard Reid: Public record.

Debbie Stevens: So I did, you know I did provide that.

Don Williams: You did provide that?

Debbie Stevens: So if you want to do a bid process, then I guess we could go even lower, maybe.

Don Williams: And you're not acting as an agent for the Dossett Consulting Firm?

Debbie Stevens: No.

Don Williams: Just wanna make sure. Anything else?

Debbie Stevens: No, that's all. Any questions for me?

Don Williams: You have any questions for her?

Richard Reid: Not yet.

Debbie Stevens: Thank you.

Don Williams: Any questions?

Marlin Weisheit: No, none.

Don Williams: What would you Gentlemen like to do? We can...

Richard Reid: Would you like to table it?

Don Williams: For what purpose?

Roger Emmons: Give a little time it's up to the Board.

Marlin Weisheit: Plenty of time.

Don Williams: Or if you want to go out for quotes we can do that.

Richard Reid: Let's make a motion to table it

Don Williams: You're not afraid of that...

Richard Reid: So we can get some quotes on this thing too, just some other companies.

Charles Malinowski: One of the other things I would, Mr. Emmons and I discussed briefly, is that if you're going to look at this, why not consider looking at something in the bigger picture. The work that's currently performed by the other consultant in the Clerk's Office, and I believe the Prosecutor's Office, on Title IV-D on the monthly reimbursement, Mal-Con, we have always been excited to work the Warrick Prosecutor and Clerk's Office, and we've never been successful in, shall we say, getting a foot in the door there. It make...

Don Williams: You're saying if we quote one we should quote them all?

Charles Malinowski: Well, yeah, here, there's, there's some economies to scale that certainly we could provide. And I'm sure the other consultant could look at as it, it, puts, let's put a package together for you.

Roger Emmons: Sure, that's great.

Charles Malinowski: It, it also, it also looks at saving the, the burden on the, the Auditor's Office.

Marlin Weisheit: Prosecutor's Office (inaudible).

Don Williams: Contract (inaudible).

Charles Malinowski: So what I would be, what I'd be happy to do, I could provide a new contract, new, new proposed agreement to the County Attorney and provide another that would include working with the Clerk's Office and the Prosecutor. I would say that given some time before you make a decision, it would be professionally courteous to meet with the Clerk and Prosecutor that maybe they would not want to work with somebody else. That they're happy with their current situation, and that's great. But I wanna lay out the options for, for everyone and again much like the County Auditor said, let's, let's, let's see what we can best take advantage for the County.

Don Williams: And, and they may be, they may be very happy with what, with where they are now.

Charles Malinowski: That's true, yes.

Don Williams: And they don't want to do that. On the other hand is so is the County. So...

Richard Reid: Mr. Attorney, would you like those bids to go to you? Or to the Auditor's Office?

Todd Glass: Not, well, you have until next, next quarter really to make these decisions. And perhaps the Board would want to consider speaking with the Prosecutor's Office and the Clerk's Office, or Joe and see if what you want to do, and how you want to go out, about looking at the big picture.

Marlin Weisheit: I agree with that. Make it simple, maybe have Joe put out for bid even. I appreciate you bringing everything to us today so at least...

Charles Malinowski: Well, well that's one of the things we should...

Marlin Weisheit: We have plenty of time to get it worked out.

Charles Malinowski: Certainly I, I, I try to put myself in, in every situation, in your shoes and that's one of the things that we like at Mal-Con is to weight it heavy on your side. So, and that gives you the ability, again I don't want to, to make a quick decision and there's no need to. It's just when that next, next time it gets on the agenda, maybe after the first of the year, might probably be a good time to again revisit and discuss this and you'll have a little bit more information. Maybe some different alternatives to give you and the County Auditor all the choices you need.

Marlin Weisheit: Thank you.

Richard Reid: Okay, thanks.

Marlin Weisheit: Thanks for putting together something like that. I can even understand it too.

Charles Malinowski: Well, making a sell, are you running for Council?

Marlin Weisheit: No.

Charles Malinowski: Thank you, Commissioners, and I will add that, yes, it's been a great nine (9) years, and I appreciate all the work we've done with you.

Marlin Weisheit: Thank you, good job.

Don Williams: Mr. Bivens on the road right-of-way.

Roger Emmons: Do we need to finish up on the motion.

Don Williams: What's that?

Richard Reid: We need a motion to table that?

Roger Emmons: To table and...

Don Williams: Uh...

Roger Emmons: Votes.

Don Williams: We can.

Marlin Weisheit: I'll just make a motion to table it for two (2) weeks and we can come up with something. We've got plenty of time to get this worked out and maybe by then we'll know if we wanna have Joe take bids or whatever. Give us a little time to research it.

Richard Reid: (Inaudible) Joe get bids on it?

Marlin Weisheit: Well, why don't we just table it for two (2) weeks and that way we have time to talk to the Clerk and the Prosecutor...

Roger Emmons: In the meantime...

Marlin Weisheit: So we make sure we know what we're taking bids on. Make sure everybody wants to be involved.

Roger Emmons: I can communicate with Patty and Mike.

Todd Glass: There does need to be some coordination.

Roger Emmons: (Inaudible) specification if we're gonna do it (inaudible) decrease the scope of the service.

Marlin Weisheit: I'll, I'll make it a motion to table it so it's on the agenda for next meeting so...

Don Williams: Would be the November 14th meeting?

Marlin Weisheit: Yep.

Richard Reid: Second.

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

Richard Reid: Aye.

Marlin Weisheit: Aye.

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

VANN ROAD RIGHT-OF-WAY

Richard Reid: Okay, Bill, now your back on the...

Don Williams: Yeah.

Marlin Weisheit: Hi, Bill.

Bill Bivins: Uh, Bill Bivins...

Don Williams: For those of you coming in, I ask that you please not talk. You wanna talk, please take it out in the hall. Okay, go ahead, Mr. Bivins.

Marlin Weisheit: You can talk now.

Don Williams: You have the floor.

Bill Bivins: Bill Bivins, Engineer for Pebble Creek Subdivision. When the, this subdivision was platted about six (6) years ago the County requested a forty foot (40') right-of-way for Vann Road. Well, prior to this subdivision, 2004, Newburgh obtained a twenty-three foot (23') right-of-way south of the existing twenty foot (20') right-of-way that was there. Well, it's been six (6) years and Newburgh and Chandler were fighting over who had the sewer, and Newburgh finally won. But now they will not sign off on our sewer because of the forty foot (40') right-of-way.

Roger Emmons: What subdivision is this, Bill?

Bill Bivins: This is Pebble Creek Subdivision, the primary has been aplu...approved, but the secondary has never been recorded.

Roger Emmons: Okay, thank you. Pebble Creek.

Richard Reid: We had a forty foot (40') right-of-way on that (inaudible)...

Bill Bivins: Uh, yeah, you requested it with (inaudible), it was a twenty foot (20') and you requested forty (40') and that's what the plat shows.

Richard Reid: Yeah.

Bill Bivins: But that includes twenty feet (20') out of the Newburgh Sewer. There's a twenty-four inch (24") force main.

Marlin Weisheit: Yeah, I know.

Bill Bivins: There's a twenty-four inch (24") force main in there, an eighteen (18") gravity, and twelve inch (12") force main. The cost to move that would be...

Richard Reid: That would be...

Bill Bivins: About a half a million dollars, I'd say.

Richard Reid: Yeah.

Bobby Howard: But no one's asking for it to be moved at this time either...

Bill Bivins: Right.

Bobby Howard: So, I'm unsure why that Newburgh has an issue with, with, they, their easement is there, it's, we're subordinate to their easement even though our right-of-way will be granted later. They have underlying rights to that property, so if we ever upgraded Vann or Bell Road that required that, they're liable to be relocated. The County would have to pay for that relocation anyway. And if it's part of our Federal Aid Project, then eighty percent (80%) of that cost would be picked up by the Federal Project.

Don Williams: Have you seen it before?

Richard Reid: Yeah, I've seen it before.

Bobby Howard: I'm really not sure, I don't know if the County should meet with Newburgh to discuss what their actual issue is, because, I, I just, I still don't understand why it's necessary.

Bill Bivins: Well, (inaudible)...

Bobby Howard: Cause no one's talking about moving any lines.

Bill Bivins: No...

Bobby Howard: Whether you build the subdivision or not.

Richard Reid: Todd, what's your opinion on that?

Todd Glass: What's the town of Newburgh not being willing to do?

Bill Bivins: Sign off on our sewer that we're putting in to them.

Todd Glass: Oh.

Bill Bivins: Until they have an easement through there, which is not necessary...

Bobby Howard: They have an easement, I mean (inaudible)...

Bill Bivins: They have a new one, yeah.

Todd Glass: If the, Mr. President, if the Board wishes you to direct me with Mr. Howard's assistance to look into the matter, because that sounds like something that can be talked through. That doesn't sound like that's a problem. Shouldn't be a problem.

Don Williams: Yeah.

Bill Bivins: That's, that's my opinion too, and Chris Wicsher is their, their attorney, that's the hold up on the thang.

Don Williams: (Inaudible).

Todd Glass: I won't call him tonight, but I will soon.

Marlin Weisheit: Sounds good to me.

Richard Reid: You need a motion to table that?

Don Williams: Yeah, consensus is good enough.

Todd Williams: Consensus is. Not really any action for a request.

Marlin Weisheit: Does that work for you, Bill, (inaudible)?

Bill Bivins: Yeah, I just, we just need something, and like I say...

Marlin Weisheit: Yeah.

Don Williams: Okay.

Bill Bivins: It's, it's a shame we've spent over a hundred thousand dollars ($100,000.00) to Chandler on a sewer we can't use.

Marlin Weisheit: Yeah, it is a shame.

Bill Bivins: Okay, thank you.

Richard Reid: Thank you (inaudible).

Marlin Weisheit: Thanks (inaudible)...

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
AFLAC OPEN ENROLLMENT

Don Williams: County Administrator.

Roger Emmons: Thank you, Mr. President. First item I have has to do with the Annual Open Enrollment for AFLAC, Employee Option Benefits and we've had them for at least forty (40) years, offering benefits to County Employees. Our local Agent Cheryl Seger, and I've listed the dates they would like to conduct the annual enroll, enrollment: Wednesday, November 30th, 6:00 AM to 7:30 (AM) at the Highway; 8:00 AM to 9:30 (AM) at the Disposal & Recycling Center; 10:00 AM to 11:30 AM in the Commissioner's Office Conference Room; and noon (12:00 PM) to 2:00 PM at the Judicial Center in one (1) of the main hallway conference rooms. Friday, December 2nd, from 11:00 (AM) to 1:00 (PM) would be for follow-ups only and I doubt they have very many at that. And then the Sheriff's Office Employees are by appointment only. I, from my recollection, we had minimal distraction and I would recommend your approval.

Don Williams: Do I have a motion?

Richard Reid: So moved.

Marlin Weisheit: Second.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Marlin Weisheit: Thanks, Roger.

Roger Emmons: Thank you.

APPROVAL OF FIXED ASSET NOTIFICATION FORM-HEALTH DEPARTMENT

Roger Emmons: Next item is to approve a Fixed Asset Notification Form for a new Health Department vehicle. It's a 2017 Dodge Ram. And it's for addition of a Fixed Asset and it's, and it describes it will be paid for by Local Health Maintenance Funds. That's a non-County General Fund. I recommend a motion to approve.

Marlin Weisheit: So moved.

Richard Reid: Second.

Don Williams: I have a motion and a second. If you're in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (3-0). You might let Krystal know that there's been a couple vehicles added to the fleet.

Roger Emmons: Yes.

Don Williams: Council always wants to know that, and you might let her know that we had no idea it was coming.

Roger Emmons: Will do.

(Fixed Asset Notification Form is on Page 29 of these Official Minutes)

PAYMENT TO BRAND ACCELERATION FOR FRIEDMAN PARK MARKETING-ECONOMIC DEVELOPMENT

Roger Emmons: Next item is a request from the Economic Development Department for the Commissioners to approve payment to Brand Acceleration for Friedman Park Marketing. Brand Acceleration is a company that specializes, let me see the invoice here, in Economic Development Marketing. I think they're out of Indianapolis.

Don Williams: They are.

Roger Emmons: Yes, Noble Drive, Indianapolis. The contract, or not the contract, but the proposal lists a total amount of thirty-five thousand eight hundred ($35,800.00). The invoice that you are considering today, which is being submitted without the Auditor's certification, is for a down posite…a down payment, a deposit of seventeen thousand nine hundred dollars ($17,900.00). This is being paid from Economic Development Fund's Advertising Line Item, from their fund of course. Now, Larry Taylor, the Director, was wanting me to ask the Commissioners to approve the proposal as a contract. It is my opinion that it is not a contract, that it could lead to a contract, but it is just a proposal, because, and I told this in writing via email and I told him over the phone today, that it's states on the second page of the proposal that these, these costs are estimates. So, but yet they've invoiced for the seventeen, nine ($17,900.00). So, it's up to the Board, you are the only one that can do this without the Auditor's certification. I have the claim form, which would allow, you know, here's the claim that was turned in. On the back is the, the old claim form where the Commissioners if they approve it to be signed on this and turn into the Auditor. And I believe the Auditor then is obligated to make the, cut the check rather.

Richard Reid: Why do we have to put down half the money up before they even do anything?

Roger Emmons: That's, that's not been, I was not given that information.

Richard Reid: That's awful odd, and not having a contract is awful odd too.

Roger Emmons: Well, I think probably just by, by looking here that the advanced things that they're looking at, developing a message strategy, working on a logo, they may need to purchase some resources, in conjunction with this proposal.

Richard Reid: I just don't like to pay anything up front.

Roger Emmons: Yeah. And the Commissioners are the only ones that can, can authorize the advance payment.

Don Williams: Any questions? Any further questions, Rick?

Richard Reid: No, I just want a contract.

Don Williams: Any, any further questions?

Marlin Weisheit: No, I mean I understand their request, tryin' to keep it movin'. It's coming out of their budget, so I'll make a motion to pay the fifty percent (50%) of the seventeen nine ($17,900.00) at this time.

Don Williams: Do you have a second? I'll second the motion.

Todd Glass: Mr. President, could we request the contract perhaps be prepared and submitted?

Don Williams: Yes, please have them do that.

Marlin Weisheit: You okay with that?

Todd Glass: As perhaps a suggested amendment to the motion?

Marlin Weisheit: So moved.

Don Williams: Second.

Todd Glass: Thank you.

Don Williams: All in favor say, Aye.

Marlin Weisheit: Aye.

Don Williams: Aye. Motion carries (2-1 with Richard Reid against).

Richard Reid: Nay.

Don Williams: Play is seventeen, nine (17-9) all opposed like sign.

Richard Reid: Nay.

Roger Emmons: Thank you.

(Brand Acceleration proposal is located on Pages 30 through 31 of these Official Minutes)

DEDICATION OF WARRICK TRAIL & LIBBERT ROAD

Roger Emmons: Next, earlier today, well actually it's the first time I've seen it. I was copied on an email to Todd regarding the dedication of Warrick Trail and Libbert Road, and several attachments that go with this. And we've got some gentlemen here, I see, Mr. Morley, Jr. And I'll turn it over to Todd because he knows more about this that I do.

Todd Glass: Well, I'll turn it over, if I could have Jim introduce himself, because I do have all the documents sent to us late Friday, or (inaudible).

Dan Robinson: Right.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer.

Dan Robinson: Dan Robinson, Attorney for Economic Development.

Jim Morley, Jr.: Alright, so the Warrick Trail Roadway that runs from the round-a-bout at Grimm Road to Libbert Road is all done except for a couple of minor things that we started to try and finish up this week.

Don Williams: That's good.

Jim Morley, Jr.: And we're wanting to get that road dedicated to the public so we can open it up and get cars driving on it. There was in the, in the certification paperwork that Attorney Glass has, it lists the couple things that it's, it still needs to have done. They're supposed to be done this week and I, Bobby and I'll, with you all's permission, we would go out and do a joint walk through at the end to confirm everything's there. But it's expected to be done yet this week.

Todd Glass: The remaining items look to be relatively nominal, but before the Board is approval of the dedication of the right-of-way and public utility easement for signature by the Commissioners. The maintenance agreement between Warrick County and Warrick County Redevelopment Commission, which has already been signed by its President and the street acceptance, again already signed by the Redevelopment Commission President, and I think those are the three (3) documents, all of which appear to be in order.

Jim Morley, Jr.: Yeah, the right-of-way was purchased a year ago or whatever, but it was never officially dedicated to the County yet. So that's the paperwork that dedicates it to the County. The maintenance agreement deals with, you know, mowing along the road and the land, the landscaping maintenance and trash removal, that kind of stuff. And the other one is the roadway dedication which is just it being turned over for public use.

Bobby Howard: Acceptance.

Jim Morley, Jr.: Right.

Roger Emmons: In the, I actually received two (2) different street acceptance forms. The second one (1) was included in, Jim, your certification is completed. It had, you had these, it was in this one here?

Jim Morley, Jr.: Yeah, that...

Roger Emmons: It's the very last page?

Jim Morley, Jr.: Yeah, that, the exhibit that you have there, are just kind of a highlight of what parts of the road we're talking about.

Roger Emmons: Right, and then there were, there was also this street acceptance.

Bobby Howard: (Inaudible).

Todd Glass: And I believe it's a separate one, Roger. That would be before the Board, yes, the second one that's with the notary attachments to it.

Roger Emmons: Okay.

Bobby Howard: I would just recommend if it's approved tonight, that it's approved subject to my final review. It's...

Don Williams: Sounds good.

Bobby Howard: Mr. Morley...

Jim Morley, Jr.: (Inaudible).

Richard Reid: So moved.

Marlin Weisheit: Second.

Don Williams: Okay, we have a motion to approve the, subject to the Engineer's review. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Richard Reid: Thanks.

Jim Morley, Jr.: Thank you very much.

Roger Emmons: (Inaudible).

Richard Reid: When you gonna open up that road? Next week?

Jim Morley, Jr.: It may, perhaps even by the end of this week, but if not you'll be...

Richard Reid: Ribbon cutting?

Jim Morley, Jr.: I don't know, maybe they will. Thanks, Fellas.

Roger Emmons: And so I have those three (3) documents here for the Commissioner's signatures after the meeting.

(Dedication, Maintenance Agreement, & Street Acceptance are on Pages 31 through 35 of these Official Minutes)

FMLA LEAVE

Roger Emmons: The next item I have, Mr. President, is a request for FMLA Leave. I just received this today from the employee's supervisor. All required paperwork and signatures are in place and I would recommend your approval. This won't be effective until, hand on...

Bobby Howard: January the 26th.

Roger Emmons: January the 26th, the reason being is the employee has enough sick and vacation days to cover him 'til then.

Marlin Weisheit: Motion to approve.

Richard Reid: Second.

Don Williams: Motion and a second to approve the FMLA Leave. All in favor say, aye.

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Roger Emmons: Okay.

CONFORMATION ON USE OF HEALTH DEPARTMENT VEHICLE

Roger Emmons: The very last item I have has to do with a letter to the Indiana State Department of Health regarding the fact that for new vehicles the BMV will no longer allow joint titling of a vehicle between departments. This is another new vehicle by the Health Department. It's a 2017 Dodge Ram. It's a 3500 Tradesman, chassis, regular cab, 4X4. The VIN number is yet to be determined but it states that, the, this letter's considered as an agreement between the

Warrick County Commissioners and Warrick County Health Department whereby County acknowledges that the above referenced vehicle is only to be used by the Warrick County Health Department. This is another one that will be purchased by Local Health Maintenance funds and I will also notify Council Administrator regarding this.

Todd Glass: And that's in order so that it can be titled in the name of the Health Department?

Roger Emmons: No, no, it, it, they have to be titled in the name of the Commissioners.

Todd Glass: I see. That makes sense.

Roger Emmons: So...

Don Williams: Just saying that they have exclusive use.

Roger Emmons: It's confirming to the State Health Department that it's only going to be used by the Health Department because it's being purchased with local Health Maintenance Funds.

Todd Glass: Ah, thank you, Roger.

Marlin Weisheit: Motion to approve.

Richard Reid: Second.

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

Richard Reid: Aye.

Marlin Weisheit: Aye.

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

Marlin Weisheit: Thank you, Roger.

(Confirmation of Vehicle Use is on Page 35 of these Official Minutes)

COUNTY ATTORNEY
WARRICK WELLNESS PATHWAYS INTERLOCAL AGREEMENT

Todd Glass: Yes, Mr. President. Just, I believe today I finally got to you the current version of the Interlocal Agreement by and between Warrick County and Warrick County School Corporation. I believe...

Don Williams: Excuse me a minute, Counsel, I can't hear. You folks that wanna talk, please exit the room and talk in the hall. If not, we're trying to conduct some business. Your meeting's in about forty (40) minutes, if we can get ours done. Thank you. Go ahead, Counsel.

Todd Glass: Thank you, Mr. President. And this is for the construction of a variety of connecting sidewalks between Castle North Middle School, Castle High School, Warrick Education Facility, and Castle South Middle School, whereby the County has agreed to be the Local Public Agency for the School Corporation and enter into the LPA Agreement. The gist of the agreement, Mr. President, on the bottom of page 3, is that the County has agreed to be the Local Public Agency for the project and providing Bobby Howard as the Engineer and, Engineer and responsible charge for the project. But the School Corporation has agreed to assume the responsibility of paying the County's portion as required by the LPA Agreement. We have also agreed to step up to the plate in the event, which is unlikely, that those matching fund amounts would exceed the current estimates. I've gotten conformation today by email that the Assistant Superintendent has indicated they understand that it is a reimbursable grant program and so that was reassuring. There's both engineering costs and construction cost line items to the grant proposal and they're going to be treated differently in the method and manner in which they're paid. But I believe I can tell you now that the School Corporation understands how the reimbursable program works. So the version of the Interlocal Agreement that you have in front of you, Mr. President, I believe is ready for your consideration and approval. It does specifically say that the School Corporation has agreed to pay the funds required to be paid by the County as the authorized LPA, under the LPA Agreement in the Engineering Consulting Agreement. And lastly, we also agreed that neither party would do anything to cancel the project which requires some tricky reimbursement issues through INDOT and TAP Program and so we have agreed that we would not do that unless we both mutually agreed to do that. So with that final change or two (2), I believe it's in final shape and the School Corporation has indicated it is willing to enter into it.

Don Williams: Now they've approved it?

Todd Glass: They previously approved it conditioned on final...

Don Williams: Word, wordage?

Todd Glass: Approval by their Counsel, which I think we got today.

Don Williams: Good.

Marlin Weisheit: Motion to approve.

Richard Reid: Second.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Marlin Weisheit: Thanks, Todd.

Todd Glass: You're very welcome. I have that for signature that I'll get with you after the meeting.

(Warrick Wellness Interlocal Agreement is located on the Addendum following these Official Minutes)

SCOTT VS. WARRICK COUNTY, ET AL
COMMISSIONER SELECTED FOR DEPOSITION

Todd Glass: And I believe we had the, Select the Commissioner for Deposition on the Agenda because the deposition was originally scheduled for next month. But I think we've already had it.

Marlin Weisheit: We have, yeah.

Todd Glass: So there's actually, the only thing I believe, Mr. President, you ought to do is approve Mr. Weisheit having represented Warrick County in the interim of that deposition by motion.

Richard Reid: So moved.

Don Williams: I would, I would be willing to second, but he needs to represent the County throughout the process for this particular lawsuit…

Todd Glass: And, and continuing? Correct. Very good point.

Don Williams: You okay to amend that?

Richard Reid: Oh, sure.

Don Williams: Okay, that being the case, I'll second Mr. Reid's motion. All in favor say, aye.

Richard Reid: Aye.

Don Williams: Aye.

Marlin Weisheit: I'll even vote, aye. (Motion carried 3-0).

Don Williams: You're selected.

Todd Glass: Nothing further.

Don Williams: It's fun to be on this side of the table.

HEALTH DEPARTMENT
PROFESSIONAL SERVICES
AMENDED CONTRACT FOR TRAVIS ALEXANDER

Todd Glass: Oh, I'm sorry, Mr. President. I do have one (1), you can consider this for or table it, but you did ask me to do this.

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

Todd Glass: That's correct. But we asked, you asked me to fix the Agreement for Professional Services with the Health Department and Mr. Alexander. This doesn't even come into effect until January 1st. But it had the simple phrase in the agreement that was previously approved by the Commissioners that required payment twenty-four (24) hours after he submitted his invoices. That's been corrected to ten (10) days after submission of invoice. A very simple correction to the agreement, and if you wish to approve that, I will see that the signatures are obtained.

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

Marlin Weisheit: I make a motion to approve.

Don Williams: Do we have a second?

Richard Reid: Second.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Todd Glass: Thank you, Mr. President.

Don Williams: Anything else, Counselor?

Todd Glass: No.

(Amended Alexander Contract is on Page 35 of these Official Minutes)

COUNTY AUDITOR
CLAIMS

Don Williams: County Auditor. You've got some claims for us?

Debbie Stevens: Alright, Claims for your approval, Expense Claims total seven hundred eighty-six thousand one hundred fourteen dollars sixty-eight cents ($786,114.68). Courts and Manuals, one million three hundred seventy-one thousand one hundred eighty-six dollars and sixty-three cents ($1,371,186.63), for a total of two million one hundred fifty-seven thousand three hundred one dollar and thirty-one cents ($2,157,301.31).

Don Williams: Okay, any questions? If not, I entertain a motion.

Richard Reid: Motion to pay the bills.

Marlin Weisheit: Second.

Debbie Stevens: Thank you.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

Don Williams: Aye, please pay the claims. (Motion carried 3-0).

Debbie Stevens: Thank you.

Marlin Weisheit: Thank you.

Debbie Stevens: May I ask a question?

Don Williams: Sure.

Debbie Stevens: Can these folks sit in these seats?

Don Williams: Sure.

Debbie Stevens: Okay.

Richard Reid: There's seats up there.

Don Williams: There, there, those up there...

Debbie Stevens: I've never seen reserved...

Don Williams: I think they're reserved for the next meeting.

Debbie Stevens: What are they reserved for?

Roger Emmons: We weren't told...

Don Williams: They're not reserved in this meeting, so they're welcome to (inaudible).

Marlin Weisheit: They might be reserved for the next meeting.

Roger Emmons: (Inaudible) the BZA at 6:00 (PM).

Debbie Stevens: They pay their taxes.

Richard Reid: Yeah, that's right.

Don Williams: Yeah, have a seat.

(Claims are on Pages 36 through 40 of these Official Minutes)

CONGRESSIONAL SCHOOL FUND 1124
WARRICK COUNTY COUNCIL RESOLUTION 2016-03

Roger Emmons: Did you have something about the Congressional...?

Don Williams: School?

Debbie Stevens: I do, and I provided a copy of a Resolution from the County Council, Resolution 2016-03 and it's to do with the Congressional Fund. It is Fund 1125 and I've also included a copy of the current amount in that Fund. Twenty thousand dollars, eight hundred thirty-three or twenty thousand eight hundred thirty-three dollars and three cents ($20,833.03) and they, this is to communicate to you, the Commissioners, myself the Auditor, and the County

Treasurer to surrender to the State to manage these Funds for the School Corporation. If, it, it's a Fund that, these should have been invested, earning interest. That hasn't happened. The CD was sold in 2006, never reinvested. And in the big scope of everything that we do in Warrick County and all the Funds that we have, it's a small amount of money that the, and the State currently manages these Funds for other School Corporations and distributes interest.
Roger Emmons: So they invest it for the County.

Debbie Stevens: Yes, which makes more sense than the County doing it for the School Corporation. So that is just to communicate to you, we've been instructed…

Don Williams: That's just, that's for our information. Thank you.

Debbie Stevens: It's just FYI and I was supposed to present that to you.

Don Williams: Thank you very much.

Debbie Stevens: To let you know. Okay. Thank you.

Todd Glass: It, it indicates that the Board of Commissioners shall order the report entered in its records and instruct you, Ms. Stevens, to draw, draw on the account and pay to the Treasurer…

Debbie Stevens: Okay, order me to do that.

Todd Glass: Of the State of Indiana. It does. It actually requests to take those actions. Do you know, do you happen know the Council's, the Warrick County Council's Attorney drafted this?

Debbie Stevens: Yes, he did.

Todd Glass: I'm sure it's in proper order, but it does ask the Commissioners to do those two (2) things.

Debbie Stevens: Okay.

Todd Glass: To…

Debbie Stevens: To read it into your minutes?

Todd Glass: You can move to enter this report into your records and request the Auditor to take action as necessary to comply with it.

Debbie Stevens: Thank you.

Marlin Weisheit: So you need a motion then?

Todd Glass: It says you gotta do it.

Richard Reid: So moved.

Marlin Weisheit: Second.

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

Marlin Weisheit: Aye.

Richard Reid: Aye.

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

Debbie Stevens: Thank you.

Richard Reid: Thank you.

Marlin Weisheit: Thank you.

Debbie Stevens: Now I'll sur…I'll turn the money over, thank you.

(WC Council Resolution 2016-03 is on Pages 40 through 41 of these Official Minutes)

COUNTY CLERK
EAGLE ACCOUNTS GROUP AGREEMENT

Don Williams: Rumor is our, there she is. Patty Perry, current Clerk. You have a request?

Marlin Weisheit: Hi, Patty.

Patty Perry: Good evening. Patty Perry, Warrick County Clerk. Excuse my appearance.

Don Williams: That's okay.
Patty Perry: I'm working in the basement.

Roger Emmons: You might pull the mic down towards you a little bit.

Patty Perry: I'm sorry.

Roger Emmons: That's alright.

Patty Perry: I thought you wanted me to pull Mike down there with me. We are here for the request for approval of collection agreement with Eagle Accounts Group. I had emailed you the copy that I had received from Eagle. But I assume that Mr. Glass had prepared another one with no changes.

Todd Glass: Oh, no I reviewed the proposed agreement and it is in order.

Patty Perry: Wonderful.

Todd Glass: Mr. President, everything that I would expect that, it to have would be in there and it is just for execution by the President of the Board if the Board approves the Clerk's recommendation.

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

Marlin Weisheit: Motion to approve.

Roger Emmons: (Inaudible) here will have two (2).

Richard Reid: Second.

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

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries three, zero (3-0). Anything else?

Patty Perry: No, Sir.

Don Williams: Okay.

Richard Reid: Thanks, Patty.

Patty Perry: Thank you so much.

(Eagle Accounts Group Contract is on Pages 41 through 43 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE INSPECTION
SELECTION OF A CONSULTANT

Don Williams: County Engineer, you're up.

Bobby Howard: Yes, the first item I have on the agenda is the Federal Bridge Inspection, Selection of Consultant for 2017 through 2020. On this inspection, we had eight (8) engineering firms submit letters of interest. After scoring these, I have scored the United Consultants and I would ask that I proceed to submit this to INDOT for their approval. They review it and approve it then allow us to enter into negotiations.

Don Williams: I would simply say this is the first time in my history and we've had the same firm do it two (2) times in a row. Other than that I have nothing else. Is there a motion?

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

Richard Reid: Second.

Don Williams: I have a motion and a second to select United Engineering as our consultants. All in favor say, aye.

Richard Reid: Aye.

Marlin Weisheit: Aye.

Don Williams: Motion carries (3-0).

LINCOLN AVENUE PHASE III
INDIANA AMERICAN WATER WORK CONTRACT

Bobby Howard: the next item I have is for the Lincoln Avenue Phase III Project. This is a City/County Utility Reimbursement Agreement, but it's a working contract agreement with Indiana American Water. This basically places the relocation work of Indiana American Water as part of our construction contract to be bid with the construction work. But all the costs associated with this relocation will be paid for by Indiana American Water per this agreement. So this is basically asking for permission to be, to have the relocation work done by the contractor selected for the project.

Don Williams: That makes sense.

Bobby Howard: I would ask for your approval.

Marlin Weisheit: Motion to approve.

Richard Reid: Second.

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

Richard Reid: Aye.

Marlin Weisheit: Aye.

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

Todd Glass: And that's an additional document to sign after the meeting, Mr. President.

Don Williams: Okay.

(Indiana American Water Work Contract is on the Addendum following these Official Minutes)

COUNTY PURCHASING

Don Williams: County Purchasing is on vacation.

COUNTY SHERIFF

Don Williams: Sheriff, you have anything?

Brett Kruse: No.

Bobby Howard: Do you, do you have one of those (inaudible) out?

COMMISSIONERS ITEMS FOR DISCUSSION

Don Williams: Commissioner Weisheit, you have anything?

Marlin Weisheit: No, Sir.

Bobby Howard: (Inaudible).

Don Williams: Commissioner Reid, you have anything?

Richard Reid: No, Sir.

Don Williams: Entertain one last motion.

Richard Reid: Motion to adjourn.

Marlin Weisheit: Second.

Don Williams: We are adjourned, Gentlemen. Let's sign our paperwork and get out of the way.

ADJOURNMENT: Meeting adjourned at 5:27 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Don Williams

DON WILLIAMS, PRESIDENT

Richard A. Reid

RICHARD A. REID, VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Wyngate B letter of credit.

must have all repair work done by Nov. 3, 2016 & the LOC can be renewed until June 30, 2017. If repair work not done - pull LOC.

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor

Date: 10/24/16

ANDY EASLEY ENGINEERING, INC.

CIVIL ENGINEERS
LAND SURVEYORS
REGISTERED IN
INDIANA • KENTUCKY • ILLINOIS

1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-2401
FACSIMILE (812) 425-3483
E-MAIL: easley@evansville.net
www.easleyengineering.com

December 7, 2005
Revised: October 13, 2016

CERTIFICATE OF COMPLETION
STREETS

Wyngate Section "B" Planned Residential Unit Development
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" 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.	Wyngate Circle	828.97 L.F.	$12.50/L.F.	$10,362.13
2.	Thornridge Dr.	2063 S.F.	$0.45/S.F.	$928.35
3.	Street Signs	2 Each	$150.00/EA	$300.00
4.	Traffic Stripping	Lump Sum	$4,000.00	$4,000.00
5.	Contingency	10%		$1,559.05
			Total	$17,149.53

The developer of Wyngate Section "B" Planned Residential Unit Development requests to renew their letter of credit to complete the above listed items.

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

Anthony D. Wilson, P.E.
Indiana Registration No.21442

ANDY EASLEY ENGINEERING, INC.

CIVIL ENGINEERS
LAND SURVEYORS
REGISTERED IN
INDIANA • KENTUCKY • ILLINOIS

1133 WEST HILL ROAD
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-2401
FACSIMILE (812) 425-3483
E-MAIL: easley@evansville.net
www.easleyengineering.com

December 7, 2005
Revised: October 13, 2016

CERTIFICATE OF COMPLETION
SIDEWALKS

Wyngate Section "B" Planned Residential Unit Development
Warrick County, Indiana

This is to certify that the following amount of sidewalk remains to be installed.

DESCRIPTION	QUANTITY	UNIT PRICE	EXT.
4' Conc. Walks	762.81 L.F.	$12.00	$9,153.72

The developer of Wyngate Section "B" Planned Residential Unit Development requests to renew their letter of credit to complete the above listed items.

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

Anthony D. Wilson, P.E.
Indiana Registration No.21442

cc: Bruce Miller
Barrington Development

6542-B2completion.wpd

Lexington Subdivision letter of credit division.

BOARD OF COMMISSIONERS:

Don Williams

Richard Reid

Marlin Weisheit

ATTEST:

Auditor

Date: 10/24/16

AE₂

ANDY EASLEY ENGINEERING, INC.
1133 WEST MILL ROAD, SUITE 205
EVANSVILLE, INDIANA 47710

Telephone (812) 424-2481
Facsimile (812) 425-3463

www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS

October 5, 2016

CERTIFICATE OF COMPLETION STREETS

Lexington Subdivision Planned Residential Unit Development – 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 cleaning the road, applying tack coat, 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 follows:

NO.	Description	Quantity	Unit Price	Ext.
1.	Sable Ridge-North	1143.62 LF	$20.00/LF	$22,872.40
2.	Ashford Drive	1009.33 LF	$20.00/LF	$20,186.60
3.	Lenox Drive	400.06 LF	$20.00/LF	$8,001.20
4.	Essex Drive	434.60 LF	$20.00/LF	$8,692.00
5.	Ashley Drive	434.21 LF	$20.00/LF	$8,684.20
6.	Thornbury Circle	85.72 LF	$20.00/LF	$1,714.40
7.	Glenwood Drive	95.08 LF	$20.00/LF	$1,901.60
8.	St. Clare Drive	606.90 LF	$20.00/LF	$12,119.20
9.	Striping and Signs		Lump Sum	$3,000.00

In addition, the following linear feet of roadway have had no construction performed and require a total installation for completion:

NO.	Description	Quantity	Unit Price	Ext.
10.	Tapers @ Vanada	667.7 LF	$50.00/LF	$33,385.00
11.	Contingency	15%		$18,083.40
			TOTAL	$139,640.09

First Federal Savings Bank requests to establish a letter of credit to complete the above listed items.

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

Anthony D. Wilson, P.E.
Indiana Reg. No. 60021442

AE₂

ANDY EASLEY ENGINEERING, INC.
1133 WEST MILL ROAD, SUITE 205
EVANSVILLE, INDIANA 47710

Telephone (812) 424-2481
Facsimile (812) 425-3463

www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS

October 5, 2016

CERTIFICATE OF COMPLETION STREETS

Lexington Subdivision Planned Residential Unit Development – Section B
Ohio Township, Warrick County, Indiana

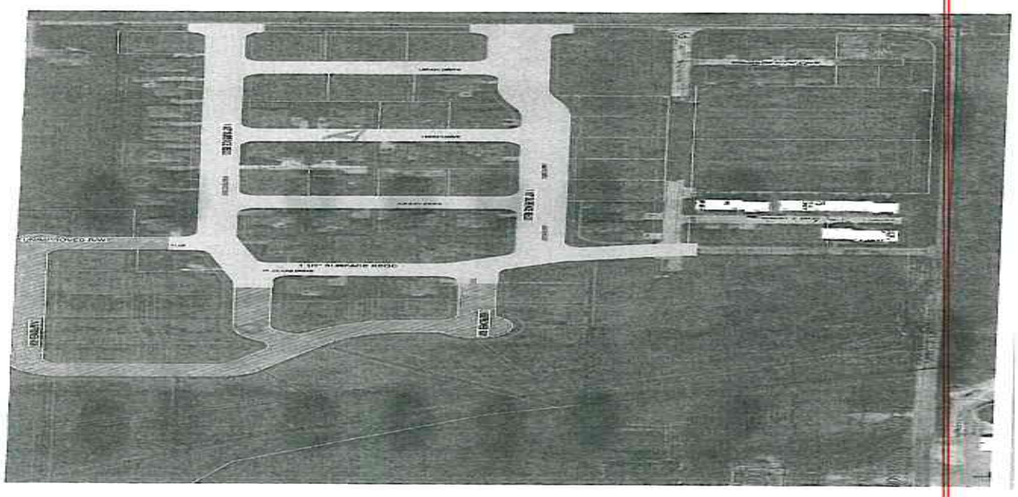
This is to certify that the basic street improvements have not been installed in subject subdivision and that the following linear feet of roadway have had no construction performed and require a total installation for completion. The square footage or linear footage and the associated dollar value for these items are as follows:

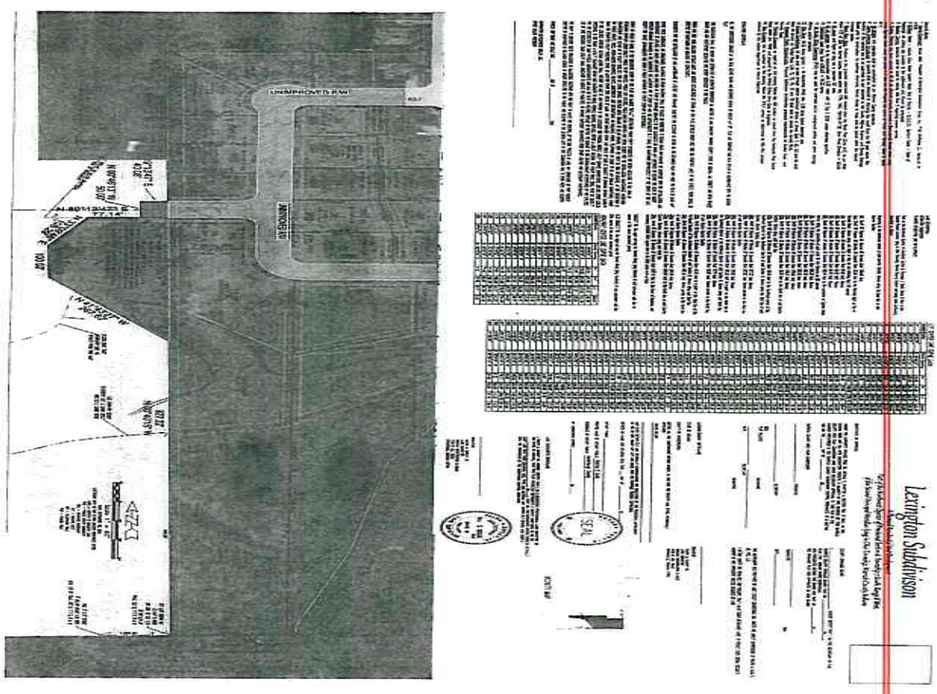
NO.	Description	Quantity	Unit Price	Ext.
1.	Sable Ridge-South	270.79 LF	$100.00/LF	$27,079.00
2.	Thornbury Circle	1,638.37 LF	$100.00/LF	$163,837.00
3.	Glenwood Drive	469.70 LF	$100.00/LF	$46,970.00
4.	Elmwood Drive	193.44 LF	$100.00/LF	$19,344.00
5.	Striping and Signs		Lump Sum	$700.00
6.	Contingency	15%		$38,689.50
			TOTAL	$296,619.50

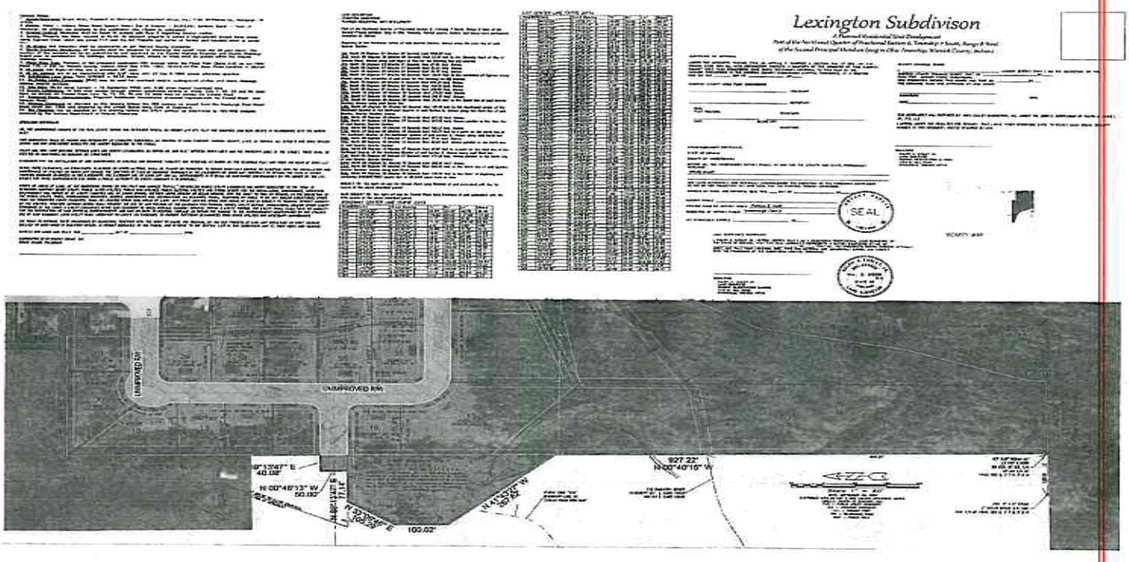
First Federal Savings Bank requests to establish a letter of credit to complete the above listed items.

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

Anthony D. Wilson, P.E.
Indiana Reg. No. 60021442




Lexington Subdivison
UNIMPROVED R/W
SEAL


Lexington Subdivison
SEAL
UNIMPROVED R/W
927.22'
N 00°46'10" W
100.02'

WC Commissioners

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Health – Local Health Maintenance

THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL

ACQUISITION IS BY: PURCHASE DONATION LEASE TRANSFER

(ATTACH COPY)

Copy of Bill of Sale attached.

DATE OF TRANSACTION: October 19, 2016

ACCOUNT NO: P.O. NO:

ESTIMATED LIFE EXPECTANCY: 10 years MILEAGE OR HOURS: 41 miles

CIP NUMBER: LOCATION: Health Department

SERIAL OR VIN NUMBER: 1C6RR7XT7HS558215

TOTAL/PARTIAL VALUE OF ASSET: $32,780.15

(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)

DESCRIPTION: 2017 Dodge Ram Crew Cab Pickup 4WD. Model 1500

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)

BRAND OR MAKE: Dodge Ram MODEL NO: 1500

YEAR: 2017 LICENSE NO: TBD

ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: 5460 lbs. TYPE OF FUEL: Gasoline

TRUCKS ONLY

IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED

STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:

(ATTACH POLICE REPORT)

DATE BOARD APPROVED: October 24, 2016 DATE COUNCIL APPROVED:

(ATTACH COPY OF MINUTES) → NOT READY YET. *(REAL PROPERTY VALUE > $9,999)*

DATE BOARD APPROVED: SIGNATURE:

(REAL PROPERTY ONLY)

PERSON RESPONSIBLE: Roger E. Emmons

SIGNATURE *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE: Aaron Franz, Health Department Administrator

PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

STERNBERG CHRYSLER CENTER
1781 Highway 231 South P.O. Box 590 Telephone 482-5753
JASPER, INDIANA 47547-0590

BILL OF SALE

SOLD TO WARRICK COUNTY COMMISSIONERS
ADDRESS 107 W LOCUST ST SUITE 301
BOONVILLE, IN 47601

TYPE 2 SALE #37AHF FREE OIL FOR LI

YEAR	MAKE	BODY STYLE & MODEL	NEW OR USED	VEHICLE IDENTIFICATION NO.
2017	RAM	1500	NEW	1C6RR7XT7HS558215 ENG 5.7L/V8

SALESMAN OXFORD,SHANE KEY NO. IGN Color BRILLIANT BLACK

INSURANCE COVERAGE INCLUDES DS6199

FIRE & THEFT ☐ PH (812)897-6126 ☐ PUBLIC LIABILITY - AMT. TRM D7X8

COLLISION - AMT. DEDUCTIBLE ☐ ☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	2017 RAM 1500 SSV CREW CAB 4X4	
	SELLING PRICE	$ 32780.15
	FLEET# 008TE	
	BID# TB7064	
	CHRYSLER FACTORY WARRANTY	
	LIEN/NONE	
	MILES = 41	

USED VEHICLE TRADED

YEAR	MAKE	BODY STYLE & MODEL	VEHICLE IDENTIFICATION NO.
		NO TRADE	

BODY COLOR

DATE	VEHICLE INVOICE NO.	STOCK NO.
10/19/16	0773 50917	93325

SALESMAN NUMBER

DESCRIPTION	SALE
RAM 15	32780.15
DOC FEE	63.60
FLEET SALE	
DEALER TRANSFER	
NON-AUTO & OTH.	
USED RETAIL	
USED WHOLESALE	
RECONDITIONING	
SALES TAX	
TOTAL CASH PRICE	32843.75
FINANCING	
INSURANCE	
TIRE TAX	N/A 1.25
TOTAL TIME PRICE	32845.00
VEH. ACCTS. RECEIVABLE	
CASH ON DELIVERY	32845.00
TRADE-IN AS APPRAISED	
LIEN PAYOFF	
PAYMENTS - MEMO MONTHS DOLLARS	
@ PER MONTH	
TOTAL	32845.00

Always Bring Your Car Here For Factory Authorized Service

Approved by State Board of Accounts

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

Installed in Warrick County Form No. 17
WARRANT # 54466

An invoice or bill to be properly itemized must show: kind of service, where performed, dates service rendered, by whom, rates per day, number of hours, number of units, price per unit, etc.

VENDOR NUMBER 12731
VENDOR NAME Brand Acceleration
VENDOR ADDRESS 5799 Noble Drive
Indianapolis, IN 46234

DEPT # 1149
DEPT. NAME Economic Dev
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
9/27/16	5591	Friedman Park Marketing - Website Creation/Maintenance	1149	000-4334.00	$17,900.00
				Claim Total	$17,900.00

Date _____ Vendor or other Required Signature _____

I hereby certify that the attached invoice(s), or bill(s), is (are) true and correct and that the material or services itemized thereon for which charge

10/5/16 Date _____ Signature of Officeholder or Department Head

I hereby certify that the attached invoice(s), or bills(s), is (are) true and corr ance with IC 5-11-1 ...

Date _____ Warrick County Auditor

10/24 see back of claim for Commissioners signature. Auditor Debbie Stevens did not certify this claim.

RECEIVED
OCT 05 2016
WARRICK CO. AUDITOR

Bj Janeen

VOUCHER NO. _____ WARRANT NO. _____

BRAND ACCELERATION
5799 NOBLE DRIVE
INDIANAPOLIS, IN 46234

$ 17,900.00

ON ACCOUNT OF APPROPRIATION
FOR
FUND 1149
ECONOMIC DEVELOPMENT

COST DISTRIBUTION LEDGER CLASSIFICATION
IF CLAIM PAID MOTOR VEHICLE HIGHWAY FUND

Acct. No.	Account Title	Amount	
1149	ADVERTISING 000-4334.00	$17,900	.00

ALLOWED OCTOBER 24 20 16
IN THE SUM OF $ 17,900.00
x Don Williams
x
x Mark Weisbrod
WARRICK Board of County Commissioners

BrandAcceleration
ECONOMIC DEVELOPMENT MARKETING

Invoice

To:
Warrick County Economic Development
Attn: Larry Taylor
4763 Rosebud Lane, Ste C
Newburgh, IN 47630

Date: 9/27/2016
Invoice: 5591
Terms: Due upon receipt

Job: WAR BD151201

Description	Amount
Friedman Park Marketing - Deposit - 6-8 Page Website - Park Logo - News Release	17,900.00
Thank you for selecting Brand Acceleration! Total	$17,900.00

Please submit payments to: Brand Acceleration | 5799 Noble Drive | Indianapolis, IN 46234
p: 317-536-6255 | e: susan@brandaccel.com | BrandAccel.com

BrandAcceleration
ECONOMIC DEVELOPMENT MARKETING

5799 Noble Drive
Indianapolis, Indiana 46234
317.536.6255

P R O P O S A L

SUCCESS WARRICK COUNTY
ATTENTION: MR. LARRY TAYLOR
715B PARKER DRIVE
PO BOX 875
NEWBURGH, INDIANA 47630-0875
812-858-3555
larry.taylor@warrick-edd.org

Client: Success Warrick County

Job #: WAR SD151201

Date: 9/10/16

Project: Friedman Park Marketing
- 5-6 Page Friedman Park Website
- Friedman Park Logo
- Write and Distribute News Releases Announcing Friedman Park

Message Strategy Development:
Using available information and working with the client, Brand Acceleration strategists will develop a message strategy that fully connects with the anticipated audience(s) in a powerful and emotional way. Our goal is to visually and verbally connect with audiences, encouraging them to respond.

Copywriting:
Bringing it all together, Brand Acceleration writer(s) will craft written copy for each item, moving the audience to action.

Graphic Design:
Brand Acceleration graphic design experts will craft one park website design to be used for Friedman Park. We will also create a powerful and beautiful logo for Friedman Park.

Programming:
Brand Acceleration will program the Friedman Park website, including responsive mobile versions.

Website Reservations E-Commerce:
For the Friedman Park website, a robust e-commerce back-end will be utilized that allows the visitor to reserve and pay for such items as pavilions and gathering spaces. Payments may be made via credit card. A check-pay option will be explored. The client will need to provide credit card account information.

Website Hosting and Domain: Initial to Approve

Website Hosting – Friedman Park $630 per year LT

BrandAcceleration
ECONOMIC DEVELOPMENT MARKETING

5799 Noble Drive
Indianapolis, Indiana 46234
317.536.6255

Friedman Park News Release:
At the approximate date that Friedman Park officially opens, Brand Acceleration will write and distribute a news release that encourages area residents to visit the Friedman Park website and the park itself. A PDF copy of the above-mentioned Friedman Park brochure will be attached to the media distribution.

Includes two (2) rounds of proofs and revisions for each phase; Strategic Brief, Copy, Design, etc. Additional proofs and revisions will result in added charges. Initial to Approve

THESE COSTS ARE ESTIMATES, NOT QUOTATIONS
Cost estimates are subject to change as a result of client input and do not include media, rights-managed photography, shipping, or taxes. Brand Acceleration ideas, suggestions and concepts are the property of Brand Acceleration until selected and approved by the client. This estimate is for the described work only and is based upon acceptance within thirty days. Printing, if included, is subject to as much as 10% overrun and will be invoiced accordingly. In the event this project is cancelled for any reason, Brand Acceleration will evaluate the project to determine its state of completion. Based on that percent of completion, client may receive a refund or an invoice for services and expenses.

Total Proposal: $35,800, plus hosting. Approved By: LT Date: 7/16/16
Terms: Development 50% with signed proposal, 25% at copy approval, balance invoiced upon completion. Invoices due upon receipt. Hosting renews annually, in advance.

DEDICATION OF RIGHT OF WAY AND PUBLIC UTILITY EASEMENT

We, the Board of Commissioners, Warrick County, Indiana, the owners of certain real estate and utility easements as herein described, do hereby dedicate the same public right of way for use as a public road and public utility easement as more particularly described in the referenced Warranty Deeds and Exhibits attached hereto:

1. Limited Warranty Deed from Arbor Developments, LLC ("Grantor") to the Board of Commissioners of Warrick County, Indiana ("Grantee") and recorded as Instrument Number 2013R-000632 in the Office of the Recorder of Warrick County, Indiana.

2. Certification to Auditor of Payment of Appraiser's Award against Kathleen Fusco and John D. Stumpf, Co-Trustees of the June Jeannette Stumpf Trust; and Jennifer Baumgart and Lesa Raben, Co-Trustees of the Sue H. Loeffler Revocable Trust date June 23, 2015 in the Warrick Superior Court 1, Cause No. 87D01-1502-PL-000109.

3. Special Trustee's Deed from Patricia J. Martino, Trustee of Trust No. 96 ("Grantor") to the Board of Commissioners of Warrick County, Indiana ("Grantee") and recorded as Instrument Number 2015R-006050 in the Office of the Recorder of Warrick County, Indiana.

4. Grant of Permanent Public Right of Way from Southern Indiana Gas and Electric Company doing business as Vectren Energy Delivery of Indiana, Inc. ("Grantor") to the Board of Commissioners of Warrick County, Indiana ("Grantee") and recorded as Instrument Number 2015R-005885 in the Office of the Recorder of Warrick County, Indiana.

5. Warranty Deed from Sandra Gayle Freels, f/k/a Sandra Gayle Rosengrant ("Grantor") to the Board of Commissioners of Warrick County, Indiana

STATE OF INDIANA)
COUNTY OF WARRICK) SS:

Before me, a Notary Public in and for said County and State, personally appeared Don Williams, Rick Reid, and Marlin Weisheit, known to me to be the Commissioners of Warrick County, Indiana, who as such Commissioners acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Dated this 24 day of October, 2016.

My Commission Expires:
4/19/17

Notary Public

My County of Residence:
Warrick

Susan B. Taylor
Printed Signature

STATE OF INDIANA)
COUNTY OF WARRICK) SS:

Before me, a Notary Public in and for said County and State, personally appeared Debbie Stevens, known to me to be the Auditor of Warrick County, Indiana, who as such Auditor acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Dated this 24 day of October, 2016.

My Commission Expires:
4/19/17

Notary Public

My County of Residence:
Warrick

Susan B. Taylor
Printed Signature

6. ("Grantee") and recorded as Instrument Number 2015R-007583 in the Office of the Recorder of Warrick County, Indiana.

7. Warranty Deed from Justin M. Miles and Mary Dianne Miles, husband and wife ("Grantor") to the Board of Commissioners of Warrick County, Indiana ("Grantee") and recorded as Instrument Number 2015R-007582 in the Office of the Recorder of Warrick County, Indiana.

8. Plat of Meijer Warrick recorded in the Office of the Recorder of Warrick County, Indiana as Instrument Number 2015R-005901.

9. Permitted Facilities Agreement entered into by BP Pipelines (North America), Inc. ("Grantor") to the Board of Commissioners of Warrick County, Indiana ("Grantee") and recorded as Instrument Number 2016R-001338 in the Office of the Recorder of Warrick County, Indiana.

IN WITNESS WHEREOF, the Board of Commissioners, Warrick County, Indiana hereinafter execute this Dedication of Right of Way and Public Utility Easement this 24TH day of OCTOBER, 2016.

Don Williams

Rick Reid

Marlin Weisheit

ATTEST:

Debbie Stevens, Auditor, Warrick County

This instrument prepared by Thomas J. Kimpel, Bamberger, Foreman, Oswald & Hahn, LLP, 20 NW 4th Street, 7th Floor, P.O. Box 657, Evansville, IN 47704-0657. I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Thomas J. Kimpel

No recording fee shall be charged pursuant to I.C.8-23-23-1 transaction exempt from sales disclosure requirements under I.C. 6-1.1-5.5.

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MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is entered into this 24TH day of OCTOBER, 2016, by and between Warrick County, Indiana by and through its Board of Commissioners ("County") and the Warrick County Redevelopment Commission ("RDC").

RECITALS

A. RDC through the use of TIF Funds from the Epworth Road TIF Area, recently completed the construction of Phase 2 of a new road named "Warrick Trail", that runs eastwardly from Grimm Road to Libbert Road in Warrick County, Indiana.

B. RDC and County agree that upon County's acceptance of Phase 2 of Warrick Trail, RDC shall provide certain maintenance of the amenities within the right of way of Warrick Trail through the use of TIF Funds as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions and agreements hereinafter contained, the parties do hereby agree as follows:

1. Maintenance. RDC hereby agrees to utilize TIF Funds to provide maintenance of amenities, as determined in its sole discretion, within the right of way of Warrick Trail:

   a. Mowing. During the term of the Agreement the RDC shall mow the green spaces within the right of way of Warrick Trail.

   b. Landscaping. During the term of the Agreement the RDC shall provide routine landscaping of trees, bushes, and flowers within the right of way of Warrick Trail.

   c. Lighting. During the term of the Agreement the RDC shall provide maintenance, repair and replacement of lighting system within the right of way of Warrick Trail, including but not limited to payment of cost of electric used in the lighting of Warrick Trail.

   d. Trash. During the term of the Agreement the RDC at reasonable times provide trash pickup of any trash receptacles it places within the right of way of Warrick Trail.

2. County's Obligation. Other than the maintenance provided by the RDC as expressly set forth herein, upon acceptance of Warrick Trail for maintenance by the County, County assumes all other responsibilities for Warrick Trail including but not limited to maintenance of the road surface, curb, and gutter.

3. Contingency. The obligations of the RDC as set forth herein are contingent upon and subject to the continued availability and authority to use TIF Funds to cover the cost and expense of maintenance agreed to be provided by the RDC, if such funds are not available, the RDC shall be relieved of its obligations unless or until such funds become available to it.

4. Miscellaneous. This Agreement represents the entire agreement between the parties hereto and may not be assigned by either party without expressed written consent of the other party. In the event of any disagreement over the parties obligations herein, the parties agree in good faith to meet to resolve any disagreement and if such disagreement cannot be resolved within thirty (30) days the parties agree to mediate a resolution of such disagreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above set forth.

WARRICK COUNTY REDEVELOPMENT COMMISSION
By: James R. Mullen
Its: President

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

Don Williams

Rick Reid

Marlin Weisheit

L:\LB\DOCS\04110\CONTRACT\1807704.DOCX

STREET ACCEPTANCE

Date:_____

Receipt:_____

The undersigned hereby requests the acceptance of the following streets located in Warrick County, Indiana, for maintenance by Warrick County, subject to the Maintenance Agreement attached hereto and marked as Exhibit A, the following streets to be named and known as follows:

1. "Warrick Trail" consisting of 3,961 linear feet and more particularly described in the diagram attached hereto and marked as Exhibit B.

2. "Libbert Road" consisting of 290 linear feet and more particularly described in the diagram attached hereto and marked as Exhibit C.

Submitted by the Warrick County Redevelopment Commission.

James R. Mullen
President

This request is accompanied by a Certificate of James E. Morley, licensed engineer, that states that the streets were constructed in general accordance with the plans approved by the Board of County Commissioners.

A site plan of the streets are attached hereto and marked as Exhibit B and C.

The undersigned has inspected subject streets and recommends acceptance.

_____
County Highway Engineer

ACCEPTED:

Date: 10/24/2016

Don Williams

Rick Reid

Marlin Weisheit

ATTEST:

Debbie Stevens, Auditor, Warrick County

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Don Williams, Rick Reid, and Marlin Weisheit, known to me to be the Commissioners of Warrick County, Indiana, who as such Commissioners acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Dated this 24 day of October, 2016.

My Commission Expires:
4/19/17

Notary Public

My County of Residence:
Warrick

Susan B. Taylor
Printed Signature

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Debbie Stevens, known to me to be the Auditor of Warrick County, Indiana, who as such Auditor acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Dated this 24 day of October, 2016.

My Commission Expires:
4/19/17

Notary Public. Susan B. Taylor

Notary resides in Warrick County

My County of Residence:
Warrick

Susan B. Taylor
Printed Signature

This instrument prepared by Thomas J. Kimpel, Bamberger, Foreman, Oswald & Hahn, LLP, 20 NW 4th Street, 7th Floor, P.O. Box 657, Evansville, IN 47704-0657. I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Thomas J. Kimpel

L:\LIB\DOCS\84119\CONTRACT\16G7571.DOCX

Street Acceptance

Date: October 21, 2016 Receipt#: _____

NAME OF SUBDIVISION: N/A

as recorded in N/A 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
Warrick Trail (Grimm Rd to Libbert Road)	4,961 LF
Libbert Road Improvements	390 LF
Arbor Creek Drive (Extension)	445 LF
Arbor Point Drive (Improvements)	100 LF

N/A
Subdivision Developer

This request is accompanied by a certificate of James E. Morley 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: _____

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This instrument was prepared by : Morley and Associates, Inc.

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.

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Phone: (812) 897-6120; Fax: (812) 897-6189

Don Williams *Richard A. Reid* *Marlin Weisheit*

October 24, 2016

Kathryn A. Nicely
Grant and Education Manager
Local Health Department Outreach Division
Public Health and Preparedness Commission
Indiana State Department of Health
2 North Meridian Street, Section 2N
Indianapolis, IN 46204

RE: Vehicle Purchase Procedure for Local Health Maintenance Funds Agreement between Warrick County Commissioners and Warrick County Health Dep't. Re 2017 Dodge RAM 3500 Tradesman Chassis Regular Cab 4X4 VIN # To Be Determined

Dear Ms. Nicely,

Given the Indiana BMV's change of rules regarding titling of vehicles, the Warrick County Commissioners' Office has been unable to have the above-referenced vehicle titled jointly to the Board of Commissioners and Health Department.

Therefore, please consider this as our written agreement between the Warrick County Commissioners (County) and the Warrick County Health Department whereby County acknowledges that the above-referenced vehicle is only to be used by the Warrick County Health Department.

Respectfully submitted:

WARRICK COUNTY COMMISSIONERS
By _____
Don Williams, President

WARRICK COUNTY HEALTH DEPARTMENT
By _____
Aaron Franz, Administrator

cc: Linda Derr, Warrick County Health Department; file

First Amendment to Agreement for Professional Services

This First Amendment made the 24th day of October, 2016, amends and updates the Agreement for Professional Services dated September 12, 2016, by and between Travis Alexander ("Contractor") and the Warrick County Board of Health, effective January 1, 2017, by and through the Warrick County Board of Commissioners, in the following respects:

The provision of the Agreement for Professional Services entitled Paragraph G located under the heading labeled "**Insurance**.", is deleted in its entirety and is hereby replaced under Section 5 entitled "**Compensation**." with the following:

5. **Compensation**. As compensation for services, Contractor shall be paid $2,400.00 per month out of the Indiana Local Health Department Trust Account provided by the State, after submission of claims to the Warrick County Auditor, consistent with the auditing practices required by the State of Indiana. Contractor shall submit invoices on the first working day of each month with payment due within ten (10) days of the receipt of said invoice.

Warrick County Commissioners

Don Williams – President

Marlin Weisheit

Richard Reid

Contractor

Travis Alexander

Warrick County Board of Health

Jeffery Mauck, DVM - President

ACCOUNTS PAYABLE VOUCHER REGISTER
WARRICK COUNTY INDIANA
Government Unit OCTOBER 24TH, 2016

Fund: 1000 GENERAL	
Department: 101 CLERK OF CIRCUIT COURT	
QUILL CORPORATION	247.04
101 CLERK OF CIRCUIT COURT Total:	247.04
Department: 103 COUNTY TREASURER	
HOOSIER BUSINESS MACHINES INC.	137.95
103 COUNTY TREASURER Total:	137.95
Department: 105 COUNTY ASSESSOR	
IN CO ASSESSORS ASSOCIATION	664.54
NADA APPRAISAL GUIDES	130.00
105 COUNTY ASSESSOR Total:	794.54
Department: 108 COUNTY PROSECUTOR	
ALTSTADT-HICKS OFFICE CITY	277.49
B-HIVE PRINTING	70.00
MICROSOFT CORPORATION	865.67
TRI-STATE REPORTING, INC.	80.10
108 COUNTY PROSECUTOR Total:	1,292.16
Department: 109 CHILD SUPPORT PROGRAM	
ALTSTADT-HICKS OFFICE CITY	287.98
109 CHILD SUPPORT PROGRAM Total:	287.98
Department: 112 COURTHOUSE & ANNEX	
AIGNER HARDWARE	95.39
BOONVILLE LAWN AND GARDEN INC.	50.65
GEM CHEMICAL COMPANY, INC.	252.61
112 COURTHOUSE & ANNEX Total:	398.65
Department: 113 COUNTY SHERIFF	
ARAMARK	7.00
BUSINESS EQUIPMENT	15.00
INTERSTATE BATTERIES OF WABASH VALLEY	84.00
LAW CHEVROLET BUICK PONTIAC	2,012.37
LEADS ONLINE	593.33
SIEGELS	120.00
ST. MARY'S OCCUPATIONAL	160.00
VEI COMMUNICATIONS	414.00
WABASH VALLEY SERVICE CO	1,927.13
WARRICK CO JAIL COMMISSARY	3,108.90
113 COUNTY SHERIFF Total:	8,441.73
Department: 114 JAIL	
5 STAR SECURITY SYSTEMS	2,255.00
AIGNER HARDWARE	76.38
ARAB	45.00
BOB BARKER COMPANY INC.	232.99
BUMPER TO BUMPER / BTB CHANDLER	4.34
CRS ONE SOURCE(DIAFDS)	2,023.65
FARM BOY FOOD SERVICE	2,521.49
GEM CHEMICAL COMPANY, INC.	289.38
GOOD SOURCE SOLUTIONS	475.20
GRAINGER	160.64
KENWAY DISTRIBUTORS INC	352.00
SOUTHERN IN IMAGING CONSULTING	112.20
ST MARYS WARRICK EMERGENCY	503.88
ST. MARY'S WARRICK HOSPITAL	239.10
SYSCO/LOUISVILLE FOOD SERVICES	3,883.92
TRI-STATE LIGHTING & SUPPLY	156.48
WABASH FOODSERVICE	1,738.98
WARRICK CO JAIL COMMISSARY	588.40
114 JAIL Total:	15,659.03
Department: 115 AREA PLAN COMMISSION	
B-HIVE PRINTING	98.00
CULLIGAN OF EVANSVILLE	45.00
DORIS HORN	100.00
GUY GENTRY	50.00
JEFF WILLIS	100.00
MIKE MOESNER	50.00
MIKE WINGE	50.00
MORRIE DOLL	734.25
TERRY W. DAYVOLT	50.00
THE LANG COMPANY	48.01
WARRICK PUBLISHING CO	79.66
WILLIAM BYERS	50.00
115 AREA PLAN COMMISSION Total:	1,454.92
Department: 116 COMMISSIONERS	
AIGNER HARDWARE	18.04
ALPHA LASER SERVICES	43.56
ARAMARK	41.20
FELTS LOCK CO., INC.	30.00
NEOPOST USA INC	240.00
PACER SERVICE CENTER	29.60
PIRANHA SHREDDING/RECYCLING INC.	40.00
RAINBOW PRINTING	291.10
SCHERER MONUMENT WORKS	100.00
SLOAN, MELANIE	100.00
SW INDIANA REG YTH VILLAGE	4,334.25
WARRICK PUBLISHING CO	13.74
116 COMMISSIONERS Total:	5,281.49
Department: 118 EMERGENCY MANAGEMENT AGENCY	
GORMAN, CHARLES T.	50.00
MODERN MARKETING INC	930.06
ROBERT L IRVIN	50.00
STEVE BYERS	50.00
STEVEN BYERS	50.00
VERL WHITE	50.00
118 EMERGENCY MANAGEMENT AGENCY Total:	1,180.06
Department: 121 EXTENSION SERVICE	
OFFICE DEPOT, INCORPORATED	253.61
PURDUE CES FUND-WARRICK COUNTY	648.95

PURDUE UNIVERSITY	776.15
121 EXTENSION SERVICE Total:	1,678.71
Department: 141 CENTRAL DISPATCH CENTER	
BLACK BOX NETWORK SERVICES	2,243.19
BRITE	29.90
CDW GOVERNMENT, INC.	146.15
141 CENTRAL DISPATCH CENTER Total:	2,419.24
1000 GENERAL Total:	39,273.50
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
CORRISOFT, LLC	226.60
000 W.C. COMMUNITY CORRECTIONS Total:	226.60
1122 COMMUNITY CORRECTIONS Total:	226.60
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
5 STAR SECURITY SYSTEMS	44.00
AIGNER HARDWARE	13.90
BROERMAN & SONS HVAC	5,330.00
HARSHAW TRANE SERVICE INC.	667.00
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	6,054.90
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
CDW GOVERNMENT, INC.	1,362.04
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	19,794.03
MULZER CRUSHED STONE, INC.	5,301.25
WARRICK PUBLISHING CO	45.46
1149 ECONOMIC DEVELOPMENT FEE Total:	26,502.78
Fund: 1156 FIREARMS TRAINING	
Department:	
BROWNELLS INC	17.39
TASER INTERNATIONAL	182.49
TREASURER OF STATE	40.00
VANDERBURGH CO. SHERIFFS OFFICE	800.00
1156 FIREARMS TRAINING Total:	1,039.88
	1,039.88
Fund: 1159 HEALTH	
Department:	
GEM CHEMICAL COMPANY, INC.	76.94
HOOSIER BUSINESS MACHINES INC.	75.36
NATIONAL PEN CO.	157.94
PC QUEST	90.00
QUILL CORPORATION	85.99
WARRICK COUNTY TREASURER	394.05
1159 HEALTH Total:	880.28
	880.28
Fund: 1168 LOCAL HEALTH MAINTENANCE	
Department:	
GLAXOSMITHKLINE PHARMACEUTICALS	2,800.70
1168 LOCAL HEALTH MAINTENANCE Total:	2,800.70
	2,800.70
Fund: 1169 LOCAL ROAD & STREET	
Department:	
AIGNER HARDWARE	109.81
AIRGAS USA, LLC	356.70
ARAMARK	75.81
BEST ONE TIRE & SERVICE	1,937.92
COMPASS MINERALS	11,754.61
EGN CONSTRUCTION & INDUSTRIAL SUPPLIES	183.20
EQUIPMENT MARKETING COMPANY	112.23
ERB EQUIPMENT COMPANY	354.55
ERS WIRELESS COMMUNICATIONS	84.21
HARDY BRAKE & ELECTRIC CO.INC.	480.18
J & J SUPPLY INC.	6.78
LAWSON PRODUCTS, INC	494.98
LeCLERE MANUFACTURING, INC.	353.50
METZGER CONSTRUCTION CO INC.	1,457.89
MEUTH CONSTRUCTION	1,072.00
MOUNTS ELECTRIC INC.	694.08
NIX SANITARY SERVICE	130.00
ONYETT FABRICATORS, INC.	192.00
SISCO'S AMERICAN HOSE & HYDRAULICS	129.03
SOUTHEASTERN EQUIPMENT CO.,INC	158.53
SYN-TECH SYSTEMS, INC.	181.25
WABASH VALLEY SERVICE CO	11,805.68
WARRICK AUTOMOTIVE SUPPLY	1,419.31
WHAYNE SUPPLY CO.INC.	1,520.00
1169 LOCAL ROAD & STREET Total:	35,004.34
	35,004.34
Fund: 1176 MOTOR VEHICLE HIGHWAY	
Department: 101 ADMINISTRATION	
OFFICE DEPOT, INCORPORATED	50.71
101 ADMINISTRATION Total:	50.71
Department: 102 MAINTENANCE & REPAIR	
MULZER CRUSHED STONE, INC.	4,699.09
102 MAINTENANCE & REPAIR Total:	4,699.09
1176 MOTOR VEHICLE HIGHWAY Total:	4,749.80
Fund: 1197 STORM WATER MANAGEMENT OPER	
Department:	
AIGNER HARDWARE	156.00
BEST ONE TIRE & SERVICE	120.00
ENVY IRRIGATION & LAWN MAINTENANCE	895.05
EROSION RESOURCE/SUPPLY INC.	182.00
J & J SUPPLY INC.	3,952.40
METZGER CONSTRUCTION CO INC.	5,266.83
MULZER CRUSHED STONE, INC.	195.00
POSEY'S SUPERMARKET INC	25.50
RICOH USA INC	189.03
TRIO VISION, LLC	22.50
WARRICK AUTOMOTIVE SUPPLY	182.11
WARRICK COUNTY TREASURER	358.56
1197 STORM WATER MANAGEMENT OPER Total:	11,547.78
	11,547.78

Fund: 1206 LOCAL HEALTH DEPT TRUST ACCT	
Department:	
INDUSTRIAL CHEMICAL CLEANER OF TEXAS	2,398.97
	2,398.97
1206 LOCAL HEALTH DEPT TRUST ACCT Total:	2,398.97
Fund: 1215 ELECTION AND REGISTRATION	
Department: 000 ELECTION AND REGISTRATION	
MICROVOTE GENERAL CORPORATION	412.04
QUILL CORPORATION	137.96
000 ELECTION AND REGISTRATION Total:	550.00
1215 ELECTION AND REGISTRATION Total:	550.00
Fund: 1219 PARK & RECREATION	
Department:	
AIGNER HARDWARE	300.19
CARTER LUMBER	19.98
DANNIE RUSSELL	11.90
GEM CHEMICAL COMPANY, INC.	234.34
INDOFF, INC.	234.34
O'REILLY AUTO PARTS	17.16
UNIFIRST CORPORATION	88.68
WARRICK COUNTY TREASURER	723.36
WARRICK SOLID WASTE MGT DIST	204.00
	1,839.84
1219 PARK & RECREATION Total:	1,839.84
Fund: 1224 REASSESSMENT	
Department:	
CDW GOVERNMENT, INC.	103.16
OFFICE DEPOT, INCORPORATED	167.69
WARRICK COUNTY TREASURER	50.53
	321.38
1224 REASSESSMENT Total:	321.38
Fund: 1229 LOIT SPECIAL DISTRIBUTION	
Department:	
METZGER CONSTRUCTION CO INC.	344,908.42
MULZER CRUSHED STONE, INC.	96,973.88
	441,882.30
1229 LOIT SPECIAL DISTRIBUTION Total:	441,882.30
Fund: 2504 PRETRIAL DIVERSION	
Department:	
HOOSIER BUSINESS MACHINES INC.	74.75
RICOH USA INC	41.78
	116.53
2504 PRETRIAL DIVERSION Total:	116.53
Fund: 4105 K-9/SHERIFF DONATIONS	
Department:	
WARRICK CO JAIL COMMISSARY	105.97
	105.97
4105 K-9/SHERIFF DONATIONS Total:	105.97
Fund: 4901 WCCC PROGRAM INCOME	
Department:	
CDW GOVERNMENT, INC.	261.09
WABASH VALLEY SERVICE CO	39.33
	300.42
4901 WCCC PROGRAM INCOME Total:	300.42
Fund: 4903 EDIT-CONSTRUCTION	
Department:	
METZGER CONSTRUCTION CO INC.	144,336.39
MULZER CRUSHED STONE, INC.	65,468.61
	209,805.00
4903 EDIT-CONSTRUCTION Total:	209,805.00
Fund: 4906 WARRICK REDEVELOPMENT COMM	
Department:	
WARRICK PUBLISHING CO	19.19
	19.19
4906 WARRICK REDEVELOPMENT COMM Total:	19.19
Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT	
Department:	
THE LANG COMPANY	18.64
USFLEET TRACKING	12.95
	31.59
4907 WARRICK COUNTY LAW ENFORCEMENT Total:	31.59
Fund: 4908 BUILDING COMMISSION	
Department:	
WARRICK COUNTY TREASURER	226.23
	226.23
4908 BUILDING COMMISSION Total:	226.23
Fund: 5251 UNIFORMS	
Department:	
ARAMARK	46.00
	46.00
5251 UNIFORMS Total:	46.00
Fund: 8075 Warrick County Victim's Assist	
Department:	
ALTSTADT-HICKS OFFICE CITY	142.95
	142.95
8075 Warrick County Victim's Assist Total:	142.95
Fund: 8897 93.563 PROSECUTOR IV-D INCENT	
Department:	
HOOSIER BUSINESS MACHINES INC.	17.53
MICROSOFT CORPORATION	200.69
	218.22
8897 93.563 PROSECUTOR IV-D INCENT Total:	218.22
Fund: 8899 93.563 CLERK IV-D INCENTIVE	
Department:	
QUILL CORPORATION	30.53
	30.53
8899 93.563 CLERK IV-D INCENTIVE Total:	30.53
Expense Total:	$ 786,114.68
Courts and Manuals:	$ 1,371,186.63
GRAND TOTAL:	$ 2,157,301.31

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, a and correct and I have audited same in accordance with IC 5-11-10-1.6, OCTOBER 24TH, 2016.

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

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consis

pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of: $ 2,157,301.31

Dated this 24TH day of OCTOBER, 2016

Signatures of Governing Board

DEBBIE STEVENS
Auditor of Warrick County Indiana

October 19, 2016 APCkhrg1.rpt

3:46 PM Page 1 of 2

Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
53937	2173	CAROL RUFF	10/07/2016	FFS 01	235.74	Check	Outstanding	4937
53938	8351	WARREN MATHIES	10/07/2016	FFS 01	885.42	Check	Outstanding	4937
53939	920	MARTIN & MARTIN, INC.	10/07/2016	FFS 01	5,312.50	Check	Outstanding	4937
53940	9527	BRETT M ROY	10/07/2016	FFS 01	2,656.25	Check	Outstanding	4937
53941	12287	LAW OFFICE OF JONATHAN M YOUNG	10/07/2016	FFS 01	3,195.75	Check	Outstanding	4937
53942	19101	LONG & MATHIES LAW FIRM, P.C.	10/07/2016	FFS 01	4,427.08	Check	Outstanding	4937
53943	7292	SHERRY SMITH	10/07/2016	FFS 01	2,656.25	Check	Outstanding	4937
53944	13084	MARK K. PHILLIPS, PC	10/07/2016	FFS 01	2,656.25	Check	Outstanding	4937
53945	10975	TRACI WILLIAMS	10/07/2016	FFS 01	66.18	Check	Outstanding	4937
53946	417	MICHELE BUSING	10/07/2016	FFS 01	199.50	Check	Outstanding	4937
53947	13015	MATTHEW BENDER & CO INC	10/07/2016	FFS 01	824.46	Check	Outstanding	4937
53948	9318	SPRINT	10/07/2016	FFS 01	21.60	Check	Outstanding	4937
53949	18256	WARRICK COUNTY TREASURER	10/07/2016	FFS 01	58.53	Check	Outstanding	4937
53950	3837	ALPHA LASER SERVICES	10/07/2016	FFS 01	257.86	Check	Outstanding	4937
53951	2181	STAPLES CREDIT PLAN	10/07/2016	FFS 01	432.46	Check	Outstanding	4937
53952	4397	DAVID CERLING, PH. D	10/07/2016	FFS 01	1,200.00	Check	Outstanding	4937
53953	23037	THOMSON REUTERS	10/07/2016	FFS 01	840.84	Check	Outstanding	4937
53954	20042	THE LANG COMPANY	10/07/2016	FFS 01	35.88	Check	Outstanding	4937
53955	19217	COMMANDER'S GRILL	10/07/2016	FFS 01	220.20	Check	Outstanding	4937
53956	4221	XEROGRAPHIC BUSINESS SYSTEM	10/07/2016	FFS 01	57.60	Check	Outstanding	4937
54095	1113	AARON FRANZ	10/07/2016	FFS 01	79.20	Check	Outstanding	4945
54096	19037	VECTREN ENERGY DELIVERY	10/07/2016	FFS 01	2,193.06	Check	Outstanding	4945
54097	2025	BOONVILLE NATURAL GAS CORP.	10/07/2016	FFS 01	567.57	Check	Outstanding	4945
54098	2031	BOONVILLE UTILITIES	10/07/2016	FFS 01	7,816.79	Check	Outstanding	4945
54099	9695	MORRIE DOLL	10/07/2016	FFS 01	500.00	Check	Outstanding	4945
54100	15740	APPLIED LAND SOLUTIONS	10/07/2016	FFS 01	4,706.25	Check	Outstanding	4945
54101	16758	TRAVIS ALEXANDER	10/07/2016	FFS 01	2,400.00	Check	Outstanding	4945
54102	18196	FIRST BANKCARD	10/07/2016	FFS 01	439.51	Check	Outstanding	4945
54103	16065	PSC	10/07/2016	FFS 01	157.27	Check	Outstanding	4945
54104	1190	TREASURER OF STATE OF INDIANA	10/07/2016	FFS 01	217.60	Check	Outstanding	4945
54105	9318	SPRINT	10/07/2016	FFS 01	329.11	Check	Outstanding	4945
54106	2068	BOONVILLE LAWN AND GARDEN INC.	10/07/2016	FFS 01	12,517.50	Check	Outstanding	4945
54107	4554	PIKE GIBSON WATER, INC	10/07/2016	FFS 01	16.70	Check	Outstanding	4945
54108	11600	FIFTH THIRD BANK	10/07/2016	FFS 01	216.73	Check	Outstanding	4945
54109	18074	ROBIN GREENLEE (CDFC)	10/07/2016	FFS 01	508.33	Check	Outstanding	4945
54110	18443	WARRICK COUNTY DRUNK DRIVING COUR	10/07/2016	FFS 01	350.00	Check	Outstanding	4945
54111	12406	TRACTOR SUPPLY CO	10/07/2016	FFS 01	58.65	Check	Outstanding	4945
54112	18197	FIRST BANKCARD	10/07/2016	FFS 01	223.58	Check	Outstanding	4945

Operator: DREW

October 19, 2016 APCkhrg1.rpt

3:46 PM Page 2 of 2

Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54113	18588	U.S. BANK	10/07/2016	FFS 01	32.77	Check	Outstanding	4945
54114	6157	B & B MOWING LLC	10/07/2016	FFS 01	200.00	Check	Outstanding	4945
54115	10869	JSK ASSOCIATES INC	10/07/2016	FFS 01	3,915.00	Check	Outstanding	4945
54116	17190	SATELLITE TRACKING OF PEOPLE LLC	10/07/2016	FFS 01	883.75	Check	Outstanding	4945
54117	11839	AMERICAN STRUCTUREPOINT INC	10/07/2016	FFS 01	35,980.55	Check	Outstanding	4945
54118	8092	SANOFI PASTEUR INC	10/07/2016	FFS 01	2,302.98	Check	Outstanding	4945
54119	16665	DOSSETT CONSULTING	10/07/2016	FFS 01	500.00	Check	Outstanding	4945
54120	18195	FIRST BANKCARD	10/07/2016	FFS 01	307.24	Check	Outstanding	4945
54121	19086	SRI INC	10/07/2016	FFS 01	5,270.00	Check	Outstanding	4945
54122	2616	MEDICAL BENEFITS ADMINISTRATORS, INC	10/07/2016	FFS 01	100,977.74	Check	Outstanding	4947
54123	17836	AFLAC PREMIUM HOLDING	10/07/2016	FFS 01	4,714.14	Check	Outstanding	4947
62	10024	JERRY AIGNER CONSTRUCTION,INC.	10/07/2016	PTS 01	23,666.38	Check	Outstanding	4946
63	9810	ECONOMIC DEV COALITION OF SW IN	10/07/2016	PTS 01	1,750.00	Check	Outstanding	4946
				Total Checks -	~~$48,946.02~~			

The hilighted boxes are the totals for 10/07/16 on this Commissioner's meeting (10/24/2016).
The others were posted: 10/10/16

TOTAL: $213,898.58

Operator: DREW

October 19, 2016 APChkrg1.rpt

3:54 PM Page 1 of 2

Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54124	2031	BOONVILLE UTILITIES	10/14/2016	FFS 01	75.26	Check	Outstanding	4950
54125	2025	BOONVILLE NATURAL GAS CORP.	10/14/2016	FFS 01	39.85	Check	Outstanding	4950
54126	19037	VECTREN ENERGY DELIVERY	10/14/2016	FFS 01	516.70	Check	Outstanding	4950
54127	13015	MATTHEW BENDER & CO INC	10/14/2016	FFS 01	309.08	Check	Outstanding	4950
54128	18024	ROBERT R AYLSWORTH JUDGE	10/14/2016	FFS 01	49.72	Check	Outstanding	4950
54129	14456	AMY STERNKAMP MISKIMEN	10/14/2016	FFS 01	195.49	Check	Outstanding	4950
54130	15004	OFFICE DEPOT, INCORPORATED	10/14/2016	FFS 01	414.43	Check	Outstanding	4950
54131	6848	ASL TESTING	10/14/2016	FFS 01	2,712.00	Check	Outstanding	4950
54132	18195	FIRST BANKCARD	10/14/2016	FFS 01	102.70	Check	Outstanding	4950
54133	11395	MYRON CORP	10/14/2016	FFS 01	337.41	Check	Outstanding	4950
54134	2191	STAPLES CREDIT PLAN	10/14/2016	FFS 01	44.96	Check	Outstanding	4950
54135	4556	MOUNTAIN VALLEY OF EVANSVILLE	10/14/2016	FFS 01	15.50	Check	Outstanding	4950
54136	15960	TIME WARNER CABLE	10/14/2016	FFS 01	422.60	Check	Outstanding	4950
54137	17452	GREG A GRANGER	10/14/2016	FFS 01	221.61	Check	Outstanding	4950
54138	1262	YESTERDAZE, INC.	10/14/2016	FFS 01	157.26	Check	Outstanding	4950
54139	16729	STEVEN L SCHLEGEL ATTORNEY AT LAW	10/14/2016	FFS 01	6,802.50	Check	Outstanding	4950
54140	4000	TEAMSTERS LOCAL #215	10/14/2016	FFS 01	4.00	Check	Outstanding	4949
54141	8568	DIVISION OF CHILD SUPPORT	10/14/2016	FFS 01	104.00	Check	Outstanding	4949
54142	13360	F. STEPHEN SHEETS	10/14/2016	FFS 01	90.00	Check	Outstanding	4949
54143	14309	WTRISC FBO INS 4578 WARRICK COUNTY	10/14/2016	FFS 01	759.88	Check	Outstanding	4949
54144	19084	SPENCER COUNTY CLERK	10/14/2016	FFS 01	30.00	Check	Outstanding	4949
54145	23016	WARRICK CO TREASURER-GARNISHMENTS	10/14/2016	FFS 01	85.73	Check	Outstanding	4949
54146	13021	METZGER CONSTRUCTION CO INC.	10/12/2016	FFS 01	109,748.70	Check	Outstanding	4951
54147	3016	CHANDLER UTILITIES	10/12/2016	FFS 01	20.39	Check	Outstanding	4951
54148	23013	WARRICK CO JAIL COMMISSARY	10/12/2016	FFS 01	453.06	Check	Outstanding	4951
54149	15960	TIME WARNER CABLE	10/12/2016	FFS 01	105.00	Check	Outstanding	4951
54150	4361	WOW! BUSINESS	10/12/2016	FFS 01	3,541.33	Check	Outstanding	4951
54151	24947	CATHY OSER	10/12/2016	FFS 01	15.94	Check	Outstanding	4951
54152	15494	DEIG BROS LUMBER & CONST	10/12/2016	FFS 01	45,365.48	Check	Outstanding	4951
54153	95066	AMERICAN LEGAL PUBLISHING CORP	10/12/2016	FFS 01	495.00	Check	Outstanding	4951
54154	16195	PATRIOT ENGINEERING & ENVIRONMENTAL INC	10/12/2016	FFS 01	820.68	Check	Outstanding	4951
54155	16198	TINA LATHAM	10/12/2016	FFS 01	312.96	Check	Outstanding	4951
54156	3031	CLERK-TREASURER--NEWBURGH	10/12/2016	FFS 01	500.00	Check	Outstanding	4951
54157	13185	DEBORAH K STEVENS	10/12/2016	FFS 01	369.99	Check	Outstanding	4951
54158	17426	BJ FARRELL	10/12/2016	FFS 01	284.70	Check	Outstanding	4951
54159	16866	NOMAD TECHNOLOGY GROUP	10/12/2016	FFS 01	2,252.53	Check	Outstanding	4951
54160	16000	J & J SUPPLY, INC.	10/12/2016	FFS 01	5,142.36	Check	Outstanding	4952
54161	3216	DAYLIGHT FARM SUPPLY, INC	10/12/2016	FFS 01	2,855.00	Manual	Outstanding	4953

Operator: DREW

October 19, 2016 APChkrg1.rpt

3:54 PM Page 2 of 2

Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54162	1837	WARRICK COUNTY TREASURER	10/12/2016	FFS 01	83,115.02	Check	Outstanding	4955
54163	3027	CLERK-TREASURER--BOONVILLE	10/12/2016	FFS 01	8,000.03	Check	Outstanding	4955
54164	3028	CLERK-TREASURER--CHANDLER	10/12/2016	FFS 01	4,127.25	Check	Outstanding	4955
54165	3029	CLERK-TREASURER--ELBERFELD	10/12/2016	FFS 01	935.65	Check	Outstanding	4955
54166	3030	CLERK-TREASURER--LYNNVILLE	10/12/2016	FFS 01	1,179.11	Check	Outstanding	4955
54167	3031	CLERK-TREASURER--NEWBURGH	10/12/2016	FFS 01	4,442.72	Check	Outstanding	4955
54168	3032	CLERK-TREASURER--TENNYSON	10/12/2016	FFS 01	396.74	Check	Outstanding	4955
54185	20001	TEAMSTERS LOCAL # 215	10/12/2016	FFS 01	725.00	Manual	Outstanding	4957
54186	1837	WARRICK COUNTY TREASURER	10/13/2016	FFS 01	602,378.16	Check	Outstanding	4960
54187	3027	CLERK-TREASURER--BOONVILLE	10/13/2016	FFS 01	108,315.25	Check	Outstanding	4960
54188	3028	CLERK-TREASURER--CHANDLER	10/13/2016	FFS 01	20,195.08	Check	Outstanding	4960
54189	3029	CLERK-TREASURER--ELBERFELD	10/13/2016	FFS 01	4,529.50	Check	Outstanding	4960
54190	3030	CLERK-TREASURER--LYNNVILLE	10/13/2016	FFS 01	3,607.42	Check	Outstanding	4960
54191	3031	CLERK-TREASURER--NEWBURGH	10/13/2016	FFS 01	24,036.17	Check	Outstanding	4960
54192	3032	CLERK-TREASURER--TENNYSON	10/13/2016	FFS 01	1,316.17	Check	Outstanding	4960
54193	5790	PIRANHA SHREDDING/RECYCLING INC.	10/13/2016	FFS 01	47.00	Manual	Outstanding	4961
54194	18744	NMS LABS	10/13/2016	FFS 01	180.00	Manual	Outstanding	4961
54195	19226	THOMPSON HOMES LLC	10/14/2016	FFS 01	7,799.00	Check	Outstanding	4962
54196	9019	INDIANA DEPARTMENT OF REVENUE	10/14/2016	FFS 01	1,747.66	Check	Outstanding	4962
54197	15960	TIME WARNER CABLE	10/14/2016	FFS 01	222.25	Check	Outstanding	4962
54198	4361	WOW! BUSINESS	10/14/2016	FFS 01	265.15	Check	Outstanding	4962
54199	3016	CHANDLER UTILITIES	10/14/2016	FFS 01	43.45	Check	Outstanding	4962
54200	19227	ZONES	10/21/2016	FFS 01	719.39	Check	Outstanding	4963
54201	23037	THOMSON REUTERS	10/21/2016	FFS 01	840.84	Check	Outstanding	4963
54202	13015	MATTHEW BENDER & CO INC	10/21/2016	FFS 01	128.43	Check	Outstanding	4963
54203	18521	WHITLEDGE, KELLY	10/21/2016	FFS 01	160.16	Check	Outstanding	4963
54204	5919	REDWOOD TOXICOLOGY LABORATORY INC.	10/21/2016	FFS 01	256.00	Check	Outstanding	4963
54205	3837	ALPHA LASER SERVICES	10/21/2016	FFS 01	79.00	Check	Outstanding	4963
54206	11542	TELEDATA COMMUNICATIONS OF IN	10/21/2016	FFS 01	328.00	Check	Outstanding	4963
54207	1826	NANCY SUSOTT	10/21/2016	FFS 01	78.84	Check	Outstanding	4963
54208	10243	ARAB	10/21/2016	FFS 01	70.00	Check	Outstanding	4963
54209	4221	XEROGRAPHIC BUSINESS SYSTEM	10/21/2016	FFS 01	53.62	Check	Outstanding	4963
54210	2001	B-HIVE PRINTING	10/21/2016	FFS 01	59.00	Check	Outstanding	4963
54211	18588	U.S. BANK	10/21/2016	FFS 01	77.19	Check	Outstanding	4963
54212	14596	NADCP	10/21/2016	FFS 01	240.00	Check	Outstanding	4963
				Total Checks -	1,157,288.05			

Operator: DREW

WARRICK COUNTY COUNCIL
RESOLUTION NO. 2016- 02

A RESOLUTION SURRENDERING THE CUSTODY OF THE COUNTY CONGRESSIONAL TOWNSHIP SCHOOL FUND

WHEREAS, pursuant to Indiana Code § 20-42-2-1 et seq., Warrick County currently controls the County Congressional Township School Fund, which was derived from the sale of congressional township school lands and consists of the principle from such sale(s) and interest earned on that principle (the "Fund").

WHEREAS, pursuant to Indiana Code § 20-42-2-4.5, by resolution of the Warrick County Council (the "Council"), Warrick County may surrender the custody of the Fund or any part of the Fund to the treasurer of the State of Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

Section 1. The Council finds that the Fund, in its entirety, shall be surrendered to State of Indiana;

Section 2. Pursuant to Indiana Code § 20-42-2-4.5, by adoption of this Resolution, the Board of Warrick County Commissioners, the Warrick County Auditor, and the Warrick County Treasurer shall take all steps necessary to surrender the custody of the Fund to the treasurer of the State of Indiana;

Section 3. Pursuant to Indiana Code § 20-42-2-4.5(b), within ten (10) days after the passage of this Resolution by the Council, the Warrick County shall prepare and file with the Board of Warrick County Commissioners a report (the "Report") showing the following:

(1) The total amount of the Fund that has been entrusted to and is held in trust by Warrick county;
(2) The total amount of the Fund that is loaned as provided by law;
(3) The total amount of the Fund, if any, loaned to Warrick County and which loans are unpaid;
(4) The total amount of the Fund held in cash in the possession and custody of Warrick County and that is not loaned; and
(5) A separate schedule of past due loans showing the unpaid balance of principal and the amount of delinquent interest due and unpaid on each delinquent loan.

Section 4. Pursuant to Indiana Code § 20-42-2-4.5(c), the Board of Warrick County Commissioners shall examine the Report, and, if found correct, the Board of Warrick County Commissioners shall order:

(1) that the Report be entered on its records; and
(2) the Warrick County Auditor to draw the Warrick County Auditor's warrant, payable to the treasurer of the State of Indiana, for the amount of the Fund that is not loaned and is held in cash in the custody and possession of Warrick County as shown by the Report.

The Warrick County Auditor shall forward the warrants to the auditor of the State of Indiana together with a certified copy of the Report. The Warrick County Auditor shall also forward with the payment a certified copy of this Resolution electing to surrender the custody of the Fund, in its entirety.

Section 5. Pursuant to Indiana Code § 20-42-2-4.5(d), after passage by the Council of this Resolution, no part of the Fund may be loaned by Warrick County or by any official of Warrick County. Except as provided in Indiana Code § 20-42-2-4.5(d), all outstanding loans of the Fund, if any, not part of the amount retained by Warrick County at the time of the passage of this Resolution shall be collected when due. Any loan that comes due and payable after the passage of this Resolution may be renewed for one (1) additional five (5) year period, on the application of the person owing the loan as provided by law. However, a loan that is more than one (1) year delinquent in payment of principal or interest at the time of the passage of this Resolution of the Council may not be renewed.

Section 6. Pursuant to Indiana Code § 20-42-2-4.5(e), on May 1 or November 1 immediately after the passage of this Resolution and each May 1 and November 1 thereafter, all the money collected and on hand that belongs to the Fund that is to be surrendered shall be paid to the treasurer of the State of Indiana. If at the time for a semiannual payment the amount collected and paid to the treasurer of the State of Indiana when added to the amounts previously paid to the treasurer of the State of Indiana is less than the result determined by multiplying two and one-half percent (2.5%) of the amount in this Resolution by the number of semiannual payments that have occurred after the passage of this Resolution, the Warrick County Auditor shall draw the Warrick County Auditor's warrant on the general fund of Warrick County for an amount sufficient to pay to the treasurer of the State of Indiana the difference between the amount paid and the amount equal to the result of multiplying two and one-half percent (2.5%) of the amount designated in this Resolution by the number of semiannual payments that have occurred after the passage of this Resolution. The maximum time to surrender money that Warrick County designates in this Resolution is for a period not to exceed twenty (20) years.

Section 7. This Resolution shall be in full force and effect from and after its passage and action had confirming, modifying and/or rescinding the same.

PASSED this 6 day of October, 2016.

Warrick County Council

Gary Meyer, President

Greg Richmond, Vice President

Charles R. Christmas

David Hachmeister

Allan Holweger

Brad Overton

Paul Rudolph

ATTEST:

Warrick County Auditor

COLLECTION AGREEMENT

This agreement is made this 21st day of January 2016, between "Warrick County Clerk", hereinafter called "COUNTY", and Eagle Accounts Group, hereinafter called "EAGLE".

ARTICLE I – GENERAL

COUNTY intends to retain the services of EAGLE to process and collect customer accounts receivable for unpaid fees. EAGLE is in the business of processing, treating and collecting accounts. Accounts will be forwarded to EAGLE via an electronic report such as Excel. COUNTY does not contract to place with EAGLE any specific number or percentage of accounts at any time, but the terms and conditions of this Agreement shall apply and be incorporated as a part of all placements that shall be made. EAGLE in collaboration with COUNTY may review and update processes as needed.

ARTICLE II – LICENSE TO ENGAGE IN BUSINESS

EAGLE is in the business of collecting accounts. EAGLE is licensed to engage in business as a collection bureau in the state of Indiana. EAGLE shall submit such evidence of compliance with regulatory, bonding, or licensing requirements as COUNTY may demand from time to time.

ARTICLE III – TERM

This Agreement shall commence on the date set forth above and shall continue in effect thereafter until terminated in accordance with its provisions. Each party to this Agreement shall have the absolute right to terminate this Agreement at any time with or without justification or cause, by giving written notice not less than thirty (30) days prior to the effective date of such termination. Neither party shall be liable to the other for any damages or losses whatsoever, which are directly, incidentally or remotely caused by or result from the termination of this Agreement. Such termination shall not operate to affect any indebtedness due EAGLE for commissions earned pursuant to the other terms and provisions contained in this Agreement. It is EAGLE's duty to remit to COUNTY all moneys received from delinquent accounts referred for collection. In accordance with this Agreement, all terms and provisions as set out herein shall survive termination of this Agreement by either party. Notwithstanding anything to the contrary in this Agreement, termination provided for in this Article shall not in any manner effect the obligations of EAGLE under this Agreement to protect, defend, indemnify and hold forever harmless COUNTY from all acts or omissions prior to such termination.

ARTICLE IV – PAYMENT

EAGLE shall add a thirty percent (30%) collection fee to each account it receives. EAGLE shall be compensated as follows:

1) Should payment in full be received by EAGLE: EAGLE shall keep the 30% fee and remit 100% of the principal to COUNTY.

2) Should partial payment be received by EAGLE: EAGLE shall pro-rate the payment so that it receives $0.30 for every $1.00 that it remits to COUNTY.

3) Should payment in full be received by COUNTY: EAGLE shall invoice COUNTY for the 30% fee.

4) Should partial payment be received by COUNTY: EAGLE shall invoice COUNTY for a pro-rated amount so that EAGLE receives $0.30 for every $1.00 that COUNTY keeps.

EAGLE shall remit all money due COUNTY paid to it by the tenth (10th) day of the following month with an invoice for EAGLE fees based on the above terms. COUNTY agrees to remit any fees due EAGLE within thirty (30) days of invoice receipt. If COUNTY becomes sixty days delinquent on its remittance, EAGLE may begin withholding its fee out of current collections.

ARTICLE V – DISPUTES

No accounts that are disputed in writing will be reported to the credit bureau until they are reviewed and deemed valid.

ARTICLE VI – OTHER EXPENSES

Except for the payment for collection fees as set forth herein, COUNTY shall not be liable for any expense, cost or other disbursement whatsoever, which EAGLE incurs by acts or omissions directly, incidentally or remotely related to the collection service on any account.

ARTICLE VII – REPORTS REQUIRED FROM EAGLE

EAGLE shall provide COUNTY with the following written information and data:

(A) An itemized statement acknowledging receipt of each account referred by COUNTY identifying the account number, and balance.

(B) A monthly itemization of payments and cancellations.

(C) Monthly collection recovery and status reports.

ARTICLE VIII – REPORTS REQUIRED FROM COUNTY

(A) Monthly report of payments made to the COUNTY on cases assigned to EAGLE for collection.

ARTICLE IX – COMPLIANCE WITH ALL LAWS

EAGLE agrees to conduct its business operations in full compliance with all applicable laws, rules, and regulations. In the event that EAGLE violates a law, rule or regulation in the collection of an account, or in the attempt to collect an account, EAGLE shall forfeit the commission on the account, in addition to all other remedies, in law or in equity, which COUNTY may have against EAGLE. EAGLE shall indemnify, hold harmless and defend COUNTY, its servants, agents and employees from any and all claims, demands, suits, judgments, damages, costs and expenses, including reasonable attorney fees, and any and all liability arising from EAGLE's failure to conduct its business operations in full compliance with all applicable statutes, ordinances, rules and regulations.

ARTICLE X – INDEPENDENT CONTRACTOR

EAGLE's relationship to COUNTY is that of an independent contractor. No acts, omissions or assistance given by COUNTY, its officers, staff, employees, agents, representatives or associated companies shall be construed to alter EAGLE's status as an independent contractor.

2

ARTICLE XI – INDEMNIFICATION

EAGLE agrees that it will indemnify and hold harmless COUNTY, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of EAGLE or any of its agents or employees.

COUNTY agrees that it will indemnify and hold harmless EAGLE, its officers, agents and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of personal injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the sole negligent act or negligent failure to act of COUNTY or any of its agents or employees.

Notwithstanding its right to protections, defense, reimbursement, and indemnification by EAGLE, and without limiting or restricting the other terms or provisions contained in this Article, EAGLE reserves for itself, at its own option, the exclusive right to settle, compromise, and pay any and all claims, demands, proceedings, suits, actions, or causes of action which are brought against either party herein under the terms and provisions of this Article. However; if COUNTY settles, compromises or otherwise pays any claim without consent of EAGLE, EAGLE shall not be required to indemnify or hold harmless COUNTY.

ARTICLE XII – SETTLEMENT AND LITIGATION

No compromise or settlement shall be accepted by EAGLE on any account referred by COUNTY without first obtaining the consent of COUNTY.

EAGLE shall notify COUNTY of its intention to file suit on individual accounts. EAGLE will send a list to the COUNTY of the accounts EAGLE would like to sue. COUNTY needs to authorize the suit for the listed accounts and make any adjustments if needed. EAGLE shall not commence litigation until it has received authorization from the COUNTY. EAGLE will file suit as the assignee of the Clerk of the County.

Any necessary filing fees, court costs and attorney fees will be reimbursed by the defendant.

ARTICLE XIII – WAIVER

The failure of either party to enforce at time, the terms, provisions and covenants of this Agreement shall in no way be construed to be a waiver of such terms, provisions, and covenants; nor shall such failure affect the validity of this Agreement, or any part thereof; nor affect the right of either party to thereafter enforce each and every such term, provision and covenant therein.

ARTICLE XIV – NON EXCLUSIVITY

This Agreement shall not be interpreted or construed in any manner whatsoever as giving EAGLE exclusive right to collection services which might be required by COUNTY.

ARTICLE XV – SEVERABILITY

In the event that any provision hereof is found invalid or unenforceable, pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

3

ARTICLE XVI – MISCELLANEOUS PROVISIONS

Section 1. The laws of the State of Indiana shall govern this Agreement and the relations of the parties hereto. EAGLE and COUNTY agree that, in the event of any dispute, courts sitting in Warrick County, Indiana will be the venue for resolution of such dispute.

Section 2. EAGLE and COUNTY acknowledge that each of them has negotiated and drafted this Agreement, and that any interpretation hereof shall not be construed more strictly against one party or the other.

Section 3. Assignment of this Agreement or the rights or obligations hereunder shall be invalid without the specific written consent of the other party herein, except that this Agreement may be assigned by COUNTY without the written approval of EAGLE to any successor entity operating the facility now operated by COUNTY or to a related or affiliated organization.

Section 4. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail or by hand delivery.

Section 5. This Agreement may be amended only by an instrument in writing signed by the parties hereto.

Section 6. Should Indiana Statute regarding collection fees change, or should case law establish new criteria, the Parties shall adjust this Agreement immediately to conform to Indiana law.

ARTICLE XVII – AUDITS

Upon request, EAGLE shall permit COUNTY or its authorized agent to audit formally all books, files, records and other relevant data pertaining to accounts referred by COUNTY. Such audits as provided for in this Article shall be undertaken during EAGLE's regular business hours.

ARTICLE XVIII – EMPLOYMENT ELIBIGILITY VERIFICATION

EAGLE shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. EAGLE shall not knowingly employ or contract with an unauthorized alien. EAGLE shall not retain an employee or contract with a person that EAGLE subsequently learns is an unauthorized alien.

EAGLE shall require all subcontractors who perform work under its contract to certify to EAGLE that:

1) The subcontractor does not knowingly employ or contract with an unauthorized alien;
2) The subcontractor has enrolled and is participating in the E-Verify program. EAGLE agrees to maintain this certification at least two years after the term of a contract with a subcontractor.

COUNTY may terminate the contract if EAGLE fails to cure a breach of this article no later than thirty (30) days after being notified by COUNTY.

4

ARTICLE IXX – ENTIRE AGREEMENT

This Agreement contains all the promises, covenants and reservations existing between the parties, and there are no outside or collateral agreements existing with respect thereto, and neither party has agreed to do or omit any act not specified herein. This Agreement shall only be amended, modified, deleted, or otherwise changed by written supplement thereto, which must be authoritatively executed by both parties.

Eagle Accounts Group

By: Charlene Young
Title: VP Controller
Date: 12-22-2016

Authorized Person

By: [signature]
Title: PRESIDENT, WARRICK CO. COMMISSIONERS
Date: 10/24/2016

5

ADDENDUM TO THE OCTOBER 24, 2016 MINUTES

INDIANA WATER WORKS CONTRACT

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT
(Work In Contract)

Agreement Amount $1,129,915.32 Des No. 0500636
Agreement Type Standard Project No. 0500636
Work Description Installation of Water Main Road Lincoln Avenue
County Warrick

THIS AGREEMENT, made and entered into this _____ day of _____ 20_____, by and between Indiana American Water
55 East County Line Road
Greenwood, IN 46143
(hereinafter referred to as the "Utility"), and
Warrick County Board of Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency" or "LPA").

WITNESSETH:

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

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

WHEREAS, INDOT will advertise for bids for construction of the project, award the contract, and act as liaison agent for the LPA with the Federal Highway Administration. The LPA will supervise the construction of the project.

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

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects (hereinafter called the Program Guide), dated January 2003, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the LPA, for the necessary utility adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" to be made by a contractor paid under the contract let by INDOT.

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

SECTION 1 – PREPARATION OF RELOCATION PLANS

The Utility shall prepare, or cause to be prepared, all plans, specifications and a preliminary itemized cost estimate, for relocation of the Utility's facilities that need to be relocated in order to construct the LPA's project. The construction contract will require the contractor, which is awarded the contract, to list the Utility as an additional named insured. In addition, the construction contract will provide that the Utility is a third-party beneficiary with respect to the relocation work. No changes to the plans or specifications for relocation of the Utility's facilities shall be made without the written approval of the Utility. INDOT will prepare the final engineer's estimate for the construction contract.

SECTION 2 – AWARDING OF CONSTRUCTION CONTRACT

INDOT will advertise one (1) contract for bids which includes the plans and specifications for relocation of the Utility's facilities and the plans and specifications for the LPA's project. Upon receipt of an acceptable bid in accordance with State law, INDOT will award a contract for construction of the work. The Utility agrees to have the contractor to whom INDOT awards the contract relocate the Utility's facilities.

SECTION 3 – CONSTRUCTION TESTING AND INSPECTION

The LPA will provide, or cause to provide, construction inspection and testing services to monitor the contractor's relocation of the Utility's facilities. The Utility may inspect, at its own cost, the relocation of the Utility's facilities. The Utility shall timely advise the LPA, in writing, of any deficiencies that are observed. Prior to INDOT's final acceptance of the construction contract, the Utility shall make an inspection of the

facility relocation work and advise the LPA in writing of the Utility's acceptance thereof. Such acceptance shall not be unreasonably withheld.

SECTION 4 – SUBORDINATION OF RIGHTS

The existing facilities are located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights herein to those of the LPA in the roadway right-of-way by executing an individual subordination agreement.

SECTION 5 – REIMBURSEMENT

(a) __0__ % of the cost to design and prepare construction plans, specifications and preliminary itemized cost estimate for relocation of the Utility's facilities shall be borne by the LPA.

(b) __0__ % of the cost to provide testing and inspection services for relocation of the Utility's facilities shall be borne by the LPA.

(c) __0__ % of the cost of relocating the Utility's facilities shall be borne by the LPA, see exhibit "B", attached hereto and incorporated by reference.

The cost of relocation of the Utility's facilities, provided for in (c)) shall equal the amount paid to the contractor based upon the actual units of work performed at the unit prices set out in the contractor's itemized proposal or in change orders.

The estimated cost of relocation is $1,129,915.32, see exhibit "B" for an itemized estimate of all anticipated costs, including but not limited to, materials, labor, and equipment costs.

The estimated cost of non-reimbursable relocation work to the utility's facilities is $1,129,915.32. The Utility has appropriated, duly made and entered of record, the amount of $1,129,915.32 to apply to the cost of the project. A copy of the Utility's official record wherein such appropriation was made is attached as Exhibit "C", attached hereto and incorporated by reference. If the appropriation is zero dollars, such shall be noted in the attached Exhibit "C".

SECTION 6 – COMPLETION OF PROJECT

Upon final acceptance of the contractor's work (the construction contract), the Utility shall be responsible for maintenance, repair, and/or reconstruction of the Utility's facilities.

SECTION 7 – WAIVER

The Utility waives any claim, demand, or expectation it may have in the future against INDOT and/or the LPA based upon any negligent omission and/or commission by the contractor performing the relocation of the Utility's facilities.

SECTION 8 – PAYMENTS

Within forty-five (45) days after the contract is awarded, the Utility shall pay the LPA a sum equal to one hundred percent (100%) of the Utility's share of the bid price for construction as stated above in Section 5. If a Change Order is approved which increases the Utility's share of the project cost, the Utility shall pay the LPA within thirty (30) days a sum equal to one hundred percent (100%) of such increased cost. If the Utility's share is less than the amount the utility has contributed, then the LPA will refund the difference within thirty (30) days.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, Payment will be made by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as permitted by IC 4-13-2-20

SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION 10 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the LPA from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Indiana Department of Transportation, the State, or the LPA.

SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE

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

SECTION 24 – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Ind. Code 5-16-6-1, et al. and 23 CFR 635.410

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

THE UTILITY:

INDIANA AMERICAN WATER
(Utility Name)

(Signature of Officer)

Stacy S. Hoffman
(Officer's Name, Printed or Typed)

Member of Board of Directors
(Officer's Position)

ATTEST:

(Secretary of Utility-Signature)

Nicole Bond
(Secretary's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of Indiana County of Johnson SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Stacy S. Hoffman, Member of Board of Directors
(Names and offices of signers of Utility)

of Indiana American Water
(Name of Utility) and

acknowledged the execution of the foregoing contract on this 14th day of October 20 16

Witness my hand and seal the said last day.

My Commission Expires May 19, 2022

DAKOTA M. ROSE
Notary Public, State of Indiana
Commission # 618734
My Commission Expires
May 19, 2022

(Seal)

(Signature)

Dakota M Rose
(Printed or Typed) (Notary Public)

FOR:

Warrick County Commissioners
(Name of LPA)

BY:

Don Williams
(Typed or Printed Name)

Marlin Weisheit
(Typed or Printed Name)

Richard A. Reid
(Typed or Printed Name)

ATTEST:

Deborah K. Stevens
(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of WARRICK, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared Don Williams, Marlin Weisheit and Richard A. Reid and acknowledged the execution of the foregoing contract on this 24th day of OCT. 20 16.

My Commission Expires April 19, 2017

(Seal)

(Signature)

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

This document prepared by:

ADDENDUM
WARRICK WELLNESS INTERLOCAL LPA AGREEMENT

Version 2-11-2016

INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT

EDS #: A249-16-LI60018
Des. No.: 1592154
CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and **Warrick County**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

B. Notices to INDOT regarding project management shall be sent to respective District Office:

Vincennes District Office
3650 South US Hwy 41
Vincennes, Indiana 47591

C. Notices to the LPA shall be sent to:

Warrick County Board of Commissioners
107 West Locust Street
Boonville, Indiana 47601

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

Version 2-11-2016

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The "Recitals" and "Notice to PARTIES" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2019 and June 30, 2020**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2020 and June 30, 2022**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

Version 2-11-2016

C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.

D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI GENERAL PROVISIONS

A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.

3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

E. **Compliance with Laws.**

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.

3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ig/. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.

5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

(1) The LPA and any officials of the LPA certify that:
(A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
(i) IC §24-4.7 [Telephone Solicitation Of Consumers];
(ii) IC §24-5-12 [Telephone Solicitations]; or
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. **Debarment and Suspension.**

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.

2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. **Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

> The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. **Disputes.**

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

I. **Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of $25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

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

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

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

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

J. **Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

K. **Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

L. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

M. **Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees , individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

(a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

(c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

(d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

N. **Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. **Non-Discrimination.**

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

   Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

   It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

   a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

Version 2-11-2016

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.

f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

P. **Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

Version 2-11-2016

Q. **Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

R. **Pollution Control Requirements.** If this Contract is for $100,000 or more, the LPA:

1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and

3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.

S. **Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

T. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Version 2-11-2016

Non-Collusion
The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: Warrick County
by its Board of Commissioners

Don Williams, President
Print or type name and title

Don Williams 11/14/2016
Signature and date

Richard A. Reid, Vice President
Print or type name and title

Richard A. Reid 11/14/2016
Signature and date

Marlin Weisheit, Member
Print or type name and title

Marlin Weisheit 11/14/2016
Signature and date

LPA DUNS # 106274710

Attest:

Deborah K. Stevens
Auditor or Clerk Treasurer
Deborah K. Stevens, Auditor

This instrument prepared by:
Ellen Hite
November 16, 2016

STATE OF INDIANA
Department of Transportation

Recommended for approval by:

Robert D. Cales, Director
Contract Administration Division

Date: 12/2/2016

Executed by:

Brandye Hendrickson, Commissioner (FOR)

Date: 12/7/2016

Department of Administration

Jessica Robertson, Commissioner For

Date: 12/15/16

State Budget Agency

Carara A. Sharp
Brian E. Bailey, Director

Date: 12/21/16

Approved as to Form and Legality:

Gregory F. Zoeller, Attorney General of Indiana (FOR)

Date: 12/29/16

Version 2-11-2016

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1592154**

Program: **Group I Transportation Alternatives**

Type of Project: **Bike/Pedestrian Facilities**

Location: **Vann Rd and Casey Rd**

A general scope/description of the Project is as follows:

A project for bike/pedestrian facilities for Vann Road, between State Road 261 and Casey Road, Casey Road from Oak Grove Road to south of Vann Road, in Warrick County, Indiana.

Version 2-11-2016

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See http://www.in.gov/indot/2523.htm). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See http://www.in.gov/indot/2493.htm).

2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.

3. REQUIREMENTS FOR ADDITIONAL CONTRACTS

   A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:

      1. use the "LPA-CONSULTANT Agreement", which is found at http://www.in.gov/indot/2833.htm and is incorporated by reference; or

      2. use a form of agreement that has been reviewed and approved by INDOT.

4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.

5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.

6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

Version 2-11-2016

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.

8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.

9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.

11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.

    A. If project inspection will be provided by full-time LPA employees:
    The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.

    or

    B. If project inspection will be provided by the LPA's consultant:
    INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

Version 2-11-2016

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.

13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See http://www.in.gov/indot/2389.htm). The LPA shall execute written use and occupancy contracts as defined in this Policy.

14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:

    a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.

    b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:

        1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.

        2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.

        3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.

    c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:

        1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.

        2. INDOT may elect to pay its obligations under the provisions of the construction contract.

        3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

Version 2-11-2016

        4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.

    d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.

    e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

Version 2-11-2016

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.

2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.

3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.

4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.

5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.

6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.

7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.

8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.

9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.

10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.

11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

Version 2-11-2016

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

A. If the Program shown on Attachment A is receiving **Group I Transportation Alternatives** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **November 16, 2016**, the maximum amount according to the TIP dated **April 29, 2016** is **$ 113,600.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is $ _____.

C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.

D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.

E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.

F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.

G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

H. Costs will be eligible for FHWA participation provided that the costs:

(1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;