WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
November 28, 2016
10:00 AM

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

Richard Reid, Vice President; and Debbie Stevens, Warrick County Auditor; were not in attendance.

Secretary Kristine Georges attended and recorded the minutes.

President Don Williams called the meeting to order at 10:00 AM.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING
VACATION OF PORTION OF BELLMOORE LANDING

Don Williams: I entertain a motion to adjourn for a hearing.

Marlin Weisheit: So moved.

Don Williams: Second. All in favor?

Marlin Weisheit: Aye.

Don Williams: Aye. We're adjourned, not adjourned but recessed. Will you amend your motion to make that a recess?

Marlin Weisheit: I will. Yes.

Don Williams: I'll second the recess, and all in favor say, aye, to the recess.

Marlin Weisheit: Aye.

Don Williams: Aye. (Motion carried 2-0). Okay, we have a Public Hearing in the matter of the Vacation of a portion of an existing variable with a drainage…?

Sherri Rector: Drainage easement, yes.

Don Williams: Lots 2 and 3?

Sherri Rector: Um hum.

Don Williams: State your name and who you represent, Sir.

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

Don Williams: Yes, Sir?

Jim Morley, Jr.: This is out at Bellmoore Landing and you guys have the drawings in front of you there. That …there's a bend in the road there and it appears that the, when they were laying that project out they took the easements straight through. There's no drainage structures in those easements, at least the portion we're vacating. And it was just a bunch of ground encumbered by drainage easement with no pipes in the area we're vacating and so we're seeking to vacate that easement to make that ground buildable again.

Don Williams: (Inaudible).

Jim Morley, Jr.: Yeah, there's a pipe right here and we're staying away from that pipe. But all of this area right here, this big bold line, there's just nothing out there. And so we don't know why they encumbered it in a drainage easement. We looked at the drainage report in the County Surveyor's Office to make sure there was nothing culled out in there and there was nothing culled out. And so it appears to us to be a, I think, I think what they did, it was easy to push that easement on through even though the road bends. And I think, Bobby, I think I've mentioned something to you about it also, I believe. But there is a pipe in the general area and so we're keeping all the easements around that pipe, but the large majority of the ground is not needed for any drainage purposes.

Don Williams: Has everybody signed off on this, Sherri?

Sherri Rector: Ah, yes and Phil reviewed it. I don't know if he brought it to you in the Drainage Board or not.

Don Williams: He think he had earlier.

Sherri Rector: Okay.

Don Williams: Did he not?

Marlin Weisheit: I think we did.

Sherri Rector: Yeah, this was continued from two (2) weeks ago because of the publication. So you've probably seen it prior to this.

Don Williams: Okay. Anything else, Sir?

Jim Morley, Jr.: No.

Don Williams: Any questions to (inaudible)?

Marlin Weisheit: I have none.

Don Williams: Is there anyone in the public that would like to speak to this Hearing? Hearing none, I'll declare the Public Hearing closed and the Commissioner's back in session.

ACTION ON THE PUBLIC HEARING
ORDINANCE 2016-25
VACATION PERTAINING TO BELLMOORE LANDING

Don Williams: Action on the hearing. Sherri, you wanna go ahead and read that, I'm not even going to try it (inaudible).

Sherri Rector: Vacation of a portion of an existing variable drainage easement located on Lots 2 and 3 in the corrected plat of Bellmoore Landing, Section I. It will be County Commissioner Ordinance number 2016-25.

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

Marlin Weisheit: I make a motion to approve Ordinance 2016-25.

Don Williams: I'll second that. But as a matter of discussion, does anybody have anything they'd like to say now that they didn't say before? Hearing none, I have a motion and a second on the floor. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: Thank you.

(Ordinance 2016-25 pertaining to Vacation is located on Pages 14 through 15 of these Official Minutes)

AREA PLAN COMMISSION
REZONING PETITION
NEWMASTER DEVELOPMENT PC-R-16-10

Don Williams: Okay, Sherri, go ahead, you have several APC businesses. I think four (4)?

Sherri Rector: Yes, we have four (4) Rezoning Petitions. The first one (1) is PC-R-16-10, Newmaster EERWA Development, LLC, by Thomas E. Newmaster. Owner is the same and it's to rezone point five-nine (.59) acres located on the west side of St. Johns Road approximately seven hundred and twenty-nine feet (729) feet north of the intersection formed by St. Johns Road and Baseline Road in Campbell Township from C-3, Highway/Commercial, to A, Agriculture. It was a unanimous recommendation of approval by the Plan Commission at their November 14th meeting. Mr. Newmaster is doing a major subdivision and this little piece was in the middle of agricultural zone from years and years back, '70's I think. So he just wants it to be the same zoning as the rest.

Don Williams: So you're downzoning?

Tom Newmaster: Yes, Sir.

Don Williams: Any questions from the Board?

Marlin Weisheit: I have none.

Don Williams: Entertain a motion.

Marlin Weisheit: I'll make a motion to approve PC-R-16-10.

Sherri Rector: It would be Ordinance number 26.

Marlin Weisheit: Okay, I'll change my motion to approve 2016-26.

Don Williams: Okay, I'll second that. Before we vote, is there anybody to remonstrate for or against this petition?

Roger Emmons: Mr. President, is this, she needs the names. Are you Tom Newmaster?

Don Williams: Tom Newmaster is talking.

Tom Newmaster: Yes, my name is Tom Newmaster, Newmaster Development.

Craig Kuester: Craig Kuester, Kuester Engineering. We do the paperwork for Tom.

Don Williams: You wanna spell, you wanna spell your last name, please?

Craig Kuester: K-u-e-s-t-e-r. First name, Craig.

Don Williams: Engineering, Kuester Engineering, is it correct?

Craig Kuester: Yes.

Don Williams: Hearing none, no one, as far as speaking for or against, I'll entertain a motion on PC-R-16-10 which is Commissioner...

Roger Emmons: 2016-26.

Don Williams: 2016-26.

Marlin Weisheit: 26 and I'll make a motion to approve Ordinance number 2016-26.

Don Williams: I have a motion and a second; I'll second that motion rather. All in favor say, aye.

Marlin Weisheit: Aye.

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

Tom Newmaster: Thank you, Folks.

Craig Kuester: Thank you.

(Ordinance 2016-26, PC-R-16-10, is located on Page 16 of these Official Minutes)

HIGH POINTE CENTRE PC-R-16-11

Sherri Rector: Okay, the next is PC-R-16-11, Petition, Ortez, Ayala, and I know I'm not saying that right, LLC, by Melvin Ortez, Member. Owner is the same. To rezone Lot 42 which is one point 'o nine (1.09) acres in the re-plat of Lots 42 and 43 in High Pointe Centre North, Section II, Phase II, and it's located on the north side of High Pointe Drive approximately six hundred and eighty (680) feet east of the intersection formed by High Point Drive and Bell Road from C-4, General Commercial, to C-4, PUD, General Commercial, with a Planned Unit Development. This was also a unanimous recommendation of approval by the Plan Commission at their November 14th meeting. And this is to add additional lots within an already approved subdivision that is a PUD zoning.

Don Williams: Anything, anything you'd like to say Mr. Morley?

Jim Morley, Jr.: No, I can answer any questions that you might have.

Don Williams: Is there anyone here that would like to speak for or against the proposed rezoning? Hearing none, I'll entertain a motion.

Sherri Rector: Mr. Ortez is here.

Don Williams: Mr. Ortez? Are you here?

Melvin Ortez: Yes.

Don Williams: Would you like to say something? Come on up, Sir. You have anything that you would like to say, Sir?

Melvin Ortez: No, Sir.

Don Williams: Okay. Just wanted to make sure.

Marlin Weisheit: I'll make a motion to approve Ordinance number 2016-27.

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

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: Thank you.

(Ordinance 2016-27, PC-R-16-11, is located on Pages 16 through 17 of these Official Minutes)

FREEDOM ORDINANCE, LLC, PC-R-16-12

Sherri Rector: The next rezoning is PC-R-16-12, Petition, Freedom Ordinance, LLC, by Mike Winge, Member. Owner is the same. This is to rezone Lot 5 in A and B Industrial Park as recorded in the Recorder's Office. It's located on the terminus of Grace Way, a distance of six hundred and ninety (690) feet south of the intersection formed by Grace Way and Boonville Highway from M-1 to M-2, General Industrial. It's in Ohio Township and it is a recommendation of approval by the Planning Commission on November the 14th. Mr. Winge is just going from M-1 to M-2 for manufacturing that's required by the ATF.

Don Williams: Mr. Winge, good to see you. You have anything you'd like to say, Sir?

Mike Winge: Just the fact that we were originally doing accessories and we've already been approached by a company to make the whole complete firearm and we have to have the update from an M-1 to an M-2 for that

Don Williams: Okay. Do you have any questions?

Marlin Weisheit: I have none.

Don Williams: Hearing no questions, is there anyone here who would like to speak for or against the petition? Hearing none, I'll entertain a motion.

Marlin Weisheit: I make a motion to approve Ordinance number 2016-28.

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

Marlin Weisheit: Aye.

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

Mike Winge: Thank you.

Don Williams: Thank you.

(Ordinance 2016-28, PC-R-16-12, is located on Page 17 of these Official Minutes)

WILLIAMS LAND HOLDINGS, PC-R-16-13

Sherri Rector: The last is PC-R-16-13, Petition, Williams Transport, INC, by Brett, Brent Williams, President. Owner: Williams Land Holdings, LLC by Carolyn Jeanette Williams Family Trust, by Trudy Miller, Trustee.

Don Williams: (Inaudible).

Marlin Weisheit: Yeah 28, this is 29.

Sherri Rector: This is to rezone point six-seven (.67) acres located on the south side of State Road 662 approximately three hundred and twenty (320) feet west of the intersection of State Road 662 and Pollack Avenue from A, Agriculture, to C-4, General Commercial. It's in Ohio Township. Recommendation of approval by the Plan Commission, November the 14th. This is just, they're doing a subdivision, you know where Williams Trucking is there at 662 and Pollack. They're just reconfiguring their parcels they own there. And this will be for the parking lot for the trucks.

Jim Biggerstaff: And for the record, Jim Biggerstaff, Utilities Consulting and Principle of Williams Transport, Brent Williams.

Don Williams: What was the name again?

Brent Williams: President, he said principle.

Don Williams: Brent Williams?

Sherri Rector: Brent Williams.

Brent Williams: Brent Williams.

Don Williams: Okay.

Marlin Weisheit: You guys have been in operation there for several years.

Don Williams: Yes, Sir.

Brent Williams: Yeah, long time. You knowed my mom even.

Marlin Weisheit: Very well.

Don Williams: Is there anyone here that would like to speak either for or against this petition to rezone this property? Hearing none, I'll entertain a motion once again.

Marlin Weisheit: I'll make a motion to approve Ordinance number 2016-29.

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

Marlin Weisheit: Aye.

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

Brent Williams: Thank you.

Jim Biggerstaff: Thank you.

Marlin Weisheit: Thank you.

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

(Ordinance 2016-29, PC-R-16-13, is located on Page 18 of these Official Minutes)

APPROVAL OF MINUTES
NOVEMBER 14, 2016

Don Williams: Alright we have Minutes for November 14th, 2016. I think there have been a few changes and they've all been made. I appreciate that, Kristine.

Marlin Weisheit: I'll make a motion to approve the November 14th Meeting Minutes.

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

Marlin Weisheit: Aye.

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

ITEMS FOR DISCUSSION
BLIGHT ELEMENATION PROJECT BID OPENING FOR DEMOLITION PROPERTIES

Don Williams: Items for Discussion, Debbie Bennett-Stearsman, you are up.

Debbie Bennett-Stearsman: (Inaudible) bids on four (4).

Don Williams: What's that? Yes.

Debbie Bennett-Stearsman: Debbie Bennett-Stearsman with the Coalition, we're going to open bids on four (4) houses and we only have one (1) plan holder, I didn't type it in, and that is Jerry Aigner Construction. I'll give you the addresses as we failed to mark it on the one (1), two (2), three (3), four (4), if you want to write it in. House number one (1) is 911 South Third Street. House number two (2) is 1333 Lovers Lane. I mean two (2), house number two (2). House number three (3) is 1367 Parklane, and house number four (4) is 455 Main Street in Elberfeld. And Roger has the bid.

Roger Emmons: We only received one (1) bid timely, which were due before 10:00 AM today. It was from Jerry Aigner Construction, INC. Alright, they submitted their itemized proposal and declarations in bid form. The bid of Aigner Construction is forty-seven thousand five hundred fifty dollars and zero cents ($47,550.00). Four-seven-five-five-zero point zero-zero ($47,550.00). I think you could award that...

Debbie Bennett-Stearsman: Can you read the individual properties? It should have...

Roger Emmons: Oh...

Don Williams: Oh, I, this was, I was going to say, man this was high for one (1) property. I put that down by number one (1). That's the total, right?

Debbie Bennett-Stearsman: That's the base bid.

Marlin Weisheit: Base bid.

Roger Emmons: Okay.

Don Williams: Okay.

Roger Emmons: Would that be, that would be in the itemized section, won't it?

Debbie Bennett-Stearsman: Yeah, there should be a, right there.

Roger Emmons: Alright. 911 South Third Street, ten thousand seven hundred fifty dollars ($10,750.00); 1333 West Lovers Lane, Boonville, thirteen thousand dollars ($13,000.00) even; 1367 Parklane Drive, Boonville, eight thousand three hundred ($8,300.00); and 455 Main Street in Elberfeld is fifteen thousand five hundred dollars ($15,500.00).

Don Williams: And the total of that is the forty-seven thousand five-fifty ($47,550.00).

Debbie Bennett-Stearsman: It's my recommendation we take it under advisement for awarding at the next meeting. But they did all fall within the budget that is for each individual home. So we'll have everything ready for you at the next meeting.

Marlin Weisheit: I'll make a motion that we take the bid under advisement.

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

Marlin Weisheit: Aye.

Don Williams: Aye, okay, done deal. (Motion carried 2-0).

Marlin Weisheit: Thanks, Debbie. And Wiley...

Don Williams: And Wiley...

Roger Emmons: Thank you.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR

Don Williams: Okay, County Administrator, Departmental Reports.

Roger Emmons: Okay, first item I have is continued from your last meeting on November the 14th. It is the estimate for the S-16 Supplement for the Warrick County Code of Ordinances. It's done by American Legal Publishing. And some information I received from Paul Jones, he is with the customer service department for American Legal, we can order any number of printed inserts of the latest Ordinance updates to go in your three (3) ring binders. And the cost range is from twelve hundred dollars to eighteen hundred dollars ($1,200.00-$1,800.00). That's been repeated at the last meeting. I did send an email to Paul asking, why there's a range and he's not, as of 10:00 AM, I've not seen a reply to my email. And then the folio is the online update, that ranges from one hundred thirty dollars to one hundred sixty ($130.00-$160.00). I also asked Mr. Jones that if we were to, you know I asked him how many of these three (3) ring binders do you show have been given out? You know last year I think we only got five (5) inserts. So that means the Commissioners got one (1), and I think we gave a set of inserts to the Auditor, and I probably got the fifth one (1). But they're all online. You can go to their website and I think, Doug, our IT guy, should have them put on our website as well. I think he had to update the 2015 inserts of the updates to the Ordinances. But I asked him, you know even if we were to ask for the total number of inserts for all the binders that are out there, because we didn't do it last time, they'd still be, you know they wouldn't be up to date. So at this point we might as well just order the five (5) sets like we did last time. You know I questioned, you know they say they'd go out of business if they didn't do this, and that all these inserts that they do, the primary cost is editing. And you've seen those three (3) ring binders, I mean you know exactly what I'm talking about. They convert it into chapters and sections. And it's, it's really a nice reference source. But it's easy to go online as well to look those up. So I would think that, you know, I had suggested that, why can't we go online and then print out the updates? You know, three (3) hole punch 'em. We can put them in our binders. 'Well, we'd go out of business if that was our business plan.' Well you know to me if customers like us wanna do that, they could just easily solve that by reducing the cost of the inserts and adding it to the folio updates. But they've not, but they've not offered that option. So we have done this with American Legal for as long as I can remember to have those three (3) ringed Ordinances so we have it, a paper copy in each Commissioner's office and mine and the Auditor's. So, he did state that he, he could wait until your December 12th meeting if you wanted to wait 'til then so that I could tell him that day after the meeting or the following morning December the 13th. So nothing has changed except I do know that no matter how many inserts we get, one (1) is the minimum; it's still going to cost the same.

Don Williams: It costs the same whether you get one (1) or five (5)?

Roger Emmons: Or fifty (50). But there wouldn't be no point in getting fifty (50) inserts because we didn't get that many the time before, so those binders are out of date. They don't have those in there.

Don Williams: So what's your recommendation?

Roger Emmons: Well, if you'd want to table it again until December 12th, hopefully I can get more information.

Don Williams: Get your questions answered?

Roger Emmons: Cause, you know, I've asked him questions that I think the Commissioners need to know the answer to.

Marlin Weisheit: I make a motion we table it.

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

Marlin Weisheit: Aye.

Don Williams: Motion carries (2-0).

Roger Emmons: Thank you.

OAK GROVE ROAD PHASE III
ADMINISTRATIVE SETTLEMENT

Roger Emmons: Next, let me get this out of the way, next item is the Oak Grove Road Project, Phase III. We have two (2) recommendations for Administrative Settlements that have come down from our right-of-way agent, which our two (2) ladies from RW South, INC. That's the firm the Lochmueller Group uses for buying our Right-of-Way, the acquisition that we need. The first one (1) is Parcel 20, Miller, and it, our fair market value offer was fifteen thousand six hundred and forty. ($15,640.00). It's been recommended to be settled by paying the owner and additional six thousand dollars ($6,000.00) so that the total Administrative Settlement is twenty-one thousand six hundred and forty ($21,640.00). According to Rick Bennett with Lochmueller and the buyer, they measured the distance from the proposed right-of–way line to the corner of the house. The appraiser and the agent had two (2) different figures and at first the, the agent thought it was not going to be compensable. But they looked at it and realized that market would recognize a devaluation of the house. So the owners have agreed to accept the additional six thousand dollars ($6,000.00). I think in order to avoid condemnation it'd be best to settle for the six thousand ($6,000.00).

Todd Glass: I think in your memorandum on, the Administrative Settlements is in proper form for the signature of the Commissioners if they wish to approve it.

Roger Emmons: Thank you, Todd.

Don Williams: What's, what's the will…?

Marlin Weisheit: I make a motion to approve.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you. The second Administrative Settlement is on Parcel 12, Fatima. This is for an additional seven hundred dollars ($700.00) which has to do with the cost to relocate irrigation system components outside the right-of-way. It was accidentally omitted from the original offer. So I recommend you approve this one (1) by motion also.

Marlin Weisheit: Make a motion to approve as well.

Todd Glass: And that memorandum is also in proper form.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

(Administrative Settlements for Oak Grove Road Phase III are located on Pages 18 through 19 of these Official Minutes)

ESTABLISHING DOLLAR THRESHOLD FOR UNSUBSTANTIAL FINANCIAL INTEREST AND/OR UNSOLICITED GIFT OF NOMINAL VALUE

Roger Emmons: The next item is to discuss, establishing a dollar threshold for unsubstantial financial interest and/or unsolicited gift item...

Don Williams: That, that by the way is not established by Commissioners. It's by INDOT, is my understanding.

Roger Emmons: Well...

Don Williams: That's what was put out at the Indiana Association for County Commissioners Executive Board anyway.

Roger Emmons: Well, Stephanie Yeager is the Executive Director of that Association and in her email she commented that one (1) potential carve out in the rule allows a contracting agency which would be the Board of Commissioners to establish a dollar threshold where the financial interest is not substantial or the gift in an unsolicited item of nominal value. This carve out should be discussed with local Counsel. So I haven't heard any comments from Todd. Of course we will need his input on this. Marlin had commented that he would be in favor of a fifty dollar ($50.00) a day per diem. Again I would defer to Todd. I don't think it would be a per diem situation.

Todd Glass: Probably not. But it's up to the Commissioners. Perhaps they'll learn more about it this week too...

Roger Emmons: Yeah.

Todd Glass: As far as what the official recommendation is.

Roger Emmons: (Inaudible).

Marlin Weisheit: I just move to table that as well.

Todd Glass: And if, if you learn...

Don Williams: Actually we don't have to table it, cause it's not on the agenda. It's just administrative.

Marlin Weisheit: Okay. Yeah.

Don Williams: You can bring it back up next...

Marlin Weisheit: We can bring it up later.

Roger Emmons: It is on there.

Don Williams: It is?

Roger Emmons: Yeah.

Marlin Weisheit: It's under Administrative...

Don Williams: Okay, got it.

Marlin Weisheit: So I move to table.

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

Marlin Weisheit: Aye.

Don Williams: So it is tabled. (Motion carried 2-0).

Don Williams: December 12th meeting.

ICE MERCHANDISER SUPPLY AGREEMENT FOR SCALES LAKE

Roger Emmons: The next item is the one (1) year Ice Merchandiser/Supply Agreement for Scales Lake. And you were copied on my November 16th email. It had the one (1) page agreement attached. I revised it for Todd and Kristin's recommendations. It's now good to approve for Don's signature.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

(Scales Lake Ice Merchandiser Contract is located on Page 19 of these Official Minutes)

FMLA LEAVE

Roger Emmons: Request for FMLA Leave. I sent you the email November 17th, and commented that all required paperwork has been submitted with proper signatures and I would recommend your approval.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

STOP LOSS INSURANCE RENEWAL FOR 2017

Roger Emmons: Approve/Acknowledge Stop Loss Insurance renewal for 2017. Dave Waltz is our broker and he shops the market every year for the renewal of our Stop Loss Insurance. And he got it down to the top two (2) offers, which were Pan American Life and National Union. And he gave the reasons for continuing with Pan American. They needed an answer by November the 18th so I talked separately to Don and Marlin. They gave me consensus to proceed with the renewal. Dave was able to persuade Pan American to remove certain additional risks from Pan American's quote, which was a flat rate renewal so there's no increase in premium next year over this year. I would recommend you acknowledge Don's initials and signature approving Option I. And that's the option we currently have. The difference between Option I and Option II is in the Stop Loss amount. Option I is what we have now. It's seventy-five thousand ($75,000.00) and Option II went up to a hundred thousand ($100,000.00).

Marlin Weisheit: I'll make it a motion to approve Option I on the Stop Loss Insurance renewal for 2017.

Don Williams: Second. All in favor let it be known by raising your right hand.

Roger Emmons: Alright.

Marlin Weisheit: Just testing you.

Todd Glass: May the record show that both of you raised your right hand.

Don Williams: That both Commissioners raised their hands. I said approved two, zero (2-0).

(Pan American Stop Loss Renewal is located on Pages 19 through 21 of these Official Minutes)

LETTER OF AUTHORIZATION WITH THOMSON REUTERS FOR AUDITOR'S OFFICE

Roger Emmons: I have also listed an item under County Auditor, Debbie's not able to be here today. This has to do with a Letter of Authorization with Thomson Reuters. They are going to come in one (1) day to her office during final tax settlement and the cost is twelve hundred dollars ($1,200.00) that will be paid from the Computer Budget. I recommend your approval. Don would sign the Letter of Authorization and the Auditor would complete the deliverable Acceptance Statement for the Letter of Authorization. And once it's completed, whatever day it's going to be, I don't know. Has that been established yet?

Kristine Georges: She did not give me a date.

Roger Emmons: Okay.

Marlin Weisheit: I make a motion to approve.

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

Marlin Weisheit: Aye.

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

(Thomson Reuters Letter of Authorization is located on Page 21 of these Official Minutes)

BURN BAN EXPIRATION

Roger Emmons: And then of course with the rain, we don't, unless you want, at the end of the day today where the open fire emergency would expire. I think it rained most of the night; it's raining. Steven Byers projected to get two (2) inches of rain. You could lift it by motion at this meeting.

Don Williams: It expires at 8:00 (PM), doesn't it?

Roger Emmons: It does expire at the end of the day. So...

Don Williams: So just renew it.

Roger Emmons: Disregard it?

Don Williams: Not renew it, yeah.

Marlin Weisheit: Yep.

Don Williams: Let it expire.

Marlin Weisheit: Let it expire.

Roger Emmons: Thank you, Gentlemen. That's all I have.

COUNTY AUDITOR
CLAIMS

Don Williams: County Auditor, you have some claims for us, Kristine?

Kristine Georges: Yes, Sir, I do. Kristine Georges presenting Claims this morning for the Warrick County Auditor, as she had a previously scheduled appointment. Expenses for November 28th, 2016 are three hundred fourteen thousand one hundred ten dollars and eighty-two cents ($314,110.82). Courts and Manuals are nine million twenty-two thousand eight hundred ten dollars and seventeen cents ($9,022,810.17) for a grand total of nine million three hundred thirty-six thousand nine hundred twenty dollars and ninety-nine cents ($9,336,920.99).

Marlin Weisheit: Motion to approve the Claims.

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

Marlin Weisheit: Aye.

Don Williams: Aye, pay the Claims. (Motion carried 2-0).

Kristine Georges: Yay, thank you.

(Claims are located on Pages 21 through 29 of these Official Minutes)

COUNTY ATTORNEY
ORDINANCE 2016-30, REGARDING PURCHASING PROCESS
FIRST READING

Don Williams: Mr. Attorney, you have some business for us?

Todd Glass: Yes, I do, Mr. President, thank you. The first item looks to be Ordinance, would it be 2016-30?

Roger Emmons: Yes.

Todd Glass: Amending Existing Ordinance, Section 31.08, Regarding Purchasing Process for Warrick County. I'll pass down the draft of that Ordinance with the final recommendations that were discussed, goodness, Wednesday, wasn't it? And I'll identify those for you with your permission, Mr. President, and it will need to be read into the record.

Don Williams: Go ahead.

Todd Glass: Ordinance 2016-

Don Williams: 30.

Todd Glass: "30, an Ordinance amending section 31.08 of the Warrick County Code of Ordinances, Whereas, Indiana Code 36-3-1 grants Warrick County the Authority necessary to pass ordinances relating to the conduct of its business affairs, even though not specifically granted by statute; and Whereas, the Warrick County Board of Commissioners and its designated Purchasing Agent are the only entities with authority to bind the County to contracts, and Whereas, the Purchasing Agency for a political subdivision is the person designated by law or by rule of the governmental body, and individuals designated by the Purchasing Agent are the, Agency are the Purchasing Agents for the governmental body pursuant to Indiana Code 5-22-4-5; and Whereas, Indiana Code 5-22-3-3 provides that a governmental body may adopt rules to regulate purchases of the governmental body. That same section further provides that the Purchasing Agency of a governmental body may establish written policies for purchases made by the Purchasing Agency; and Whereas, Indiana Code 5-22-6-2 grants the governmental body authority to adopt rules governing the purchase of services for the governmental body; and Whereas, with regard to purchase of services, Indiana Code 5-22-6-1 states that, quote, "The Purchasing Agency of a governmental body may purchase services using any procedure the government body or the Purchasing Agency of the governmental body considers appropriate," end quote. Now therefore be it ordained by the

Ordinances is hereby amended in its entirety to provide as follows: Section 31.08, Purchasing. (A) The Board of Commissioners hereby determines that it is the Purchasing Agency for Warrick County."...And I believe that remains the same..."Subsection (B) The Board hereby designates that the Purchasing Department shall act as the Purchasing Agent for the Warrick, for Warrick County. The Purchasing Agent shall be charged with identifying and recommending to the Board of Commissioners those goods and services that would be best and most efficiently purchased for all or any portion of Warrick County and its offices, departments and divisions in addition to those provided for herein. The Board of Commissioners shall from time to time approve goods and services that shall be purchased on behalf of Warrick County and its offices, departments and divisions as recommended by the Purchasing Agent. Subsection (C)"...excuse me...'The following are the required purchasing rules for Warrick County: Subsection (1) Supplies manufactured by, in the United States shall be specified for all county purchases and shall be purchased unless the County determines that: (a) The supplies are not manufactured in the United States in reasonably available quantities; (b) The prices of the supplies manufactured in the United States exceeds by an unreasonable amount the price of available and comparable supplies manufactured elsewhere; (c) The quality of the supplies manufactured in the United States is substantially less than the quality of comparably priced available supplies manufactured elsewhere; or (d) The purchase of supplies manufactured in the United States is not in the public interest."...I believe that all remains the same in Subsection (d) or (c), excuse me, one (1), then we go on to Subsection (D), (2)..."The Purchasing Agent shall purchase office supplies, services and equipment, including but not limited to printing, photocopying, computing and other supplies, services and equipment as the Board of Commissioners approve from time to time, for Warrick County and its offices, departments and divisions. Subsection (3) The Purchasing Agent shall purchase motor vehicle fuel or other petroleum based products needed for the motor vehicles owned, operated and controlled by Warrick County and its offices, departments and divisions. Subsection (4) The Purchasing Agent shall provide notice and bid information as may be required by Indiana law for goods and services the Purchasing Agent recommends to be purchased by Warrick County, or utilize any procedure otherwise authorized by Indiana law for the selection of goods and services to be purchased for Warrick County and approved by the Board of Commissioners."...in the most recent edit, Commissioners, is..."Subsection (5) Purchasing agreements and/or contracts recommended by the Purchasing Agent and approved by the Board of Commissioners shall bind all County offices, departments and divisions unless specifically provided otherwise by statute. Passed and adopted by the Warrick County Board of Commissioners this 28th day of November, 2016." Signed Don Williams, Richard Reid, Marlin Weisheit, Commissioners. Attested by Deborah Stevens, Auditor and approved as to legal form. That would update Section 31.08, Mr. President, and you could approve at first reading or all three (3) readings.

Don Williams: No we cannot.

Todd Glass: That wasn't published?

Don Williams: No, the only way we could do it on, in one (1) session is if all three (3) Board members are here.

Todd Glass: That's correct, thank you.

Don Williams: We can only do the First Reading. So I entertain a motion on Ordinance 2016-30.

Marlin Weisheit: I'll make a motion to approve Ordinance-2016-30.

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

Marlin Weisheit: Aye.

Don Williams: Aye, just one (1) be known in there, Kristine. (Motion carried 2-0).

Kristine Georges: Okay.

Todd Glass: So we'll show second and third reading at the next meeting.

Kristine Georges: Okay.

Todd Glass: On the agenda.

RESOLUTION 2016-12
PURCHASING AGENCY AND PROCESS FOR WARRICK COUNTY

Todd Glass: Part and parcel to the Ordinance, Mr. President, is Resolution 2016-...

Roger Emmons: That would be Resolution 2016-12.

Todd Glass: '12, which here is another copy of the Resolution the Commissioners have been provided. Warrick County Board of Commissioners, Resolution number 2016-12, Resolution of the Board of Commissioners of Warrick County. What do you want me to read into the record, Mr. President, on that?

Don Williams: Can we not do this by title only?

Todd Glass: Yes. Which I've just read.

Don Williams: It'd save a lot of time (inaudible).

Todd Glass: Yeah, and it simply reiterates to all County offices, departments and divisions that the Board of Commissioners is the Purchasing Agency and the Purchasing Department is a Purchasing Agent for all. And it's ready for the Commissioner's action to approve and sign. It also goes on to reiterate the existing status and rule of Warrick County that offices, departments and divisions of Warrick County shall not enter into contracts or binding agreements in any nature without first obtaining the approval of the Board of Commissioners.

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

Marlin Weisheit: I make a motion to approve Resolution number 2016-12.

Don Williams: I will second approval of Resolution 2016-12. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

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

Todd Glass: Thank you.

(Resolution 2016-12 is located on Pages 29 through 30 of these Official Minutes)

VEI COMMUNICATIONS, INC AGREEMENT-SHERIFF'S OFFICE.

Todd Glass: It looks like I then have the proposed contract from the Sheriff's Department, VEI Communications, INC, agreement for communication equipment, services, for the Sheriff's Department. I believe that's radio, dispatch, equipment, maintenance, and services. It is the same, similar contract as previously approved. This is a renewal of the term. It would be effective today. I would just have to find out from the Sheriff if the term begins January 1st, or if there's another date to it.

Don Williams: I believe it is January 1st.

Roger Emmons: I believe it is too.

Todd Glass: You see it is blank.

Don Williams: It's usually calendar year.

Todd Glass: Okay. With that caveat, it's ready for the Board's consideration and approval.

Marlin Weisheit: I make a motion to approve the contract for another year, VEI Communications.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Do you have an original for their signature?

Todd Glass: Yes, I do. It's sitting right over here.

Roger Emmons: Thank you.

(VEI Communications Contract is located on Pages 30 through 33 of these Official Minutes)

TERMINATION OF MEDICAL DIRECTOR AND NURSING SERVICE AGREEMENTS

Todd Glass: I would inform the Commissioners that we did serve notice of contract termination to both the nurse and doctor's agreements with St. Mary's Warrick Hospital. This was necessary, Mr. President, as a result of the contract previously approved with Quality Healthcare Services agreement which will commence in January. I just wanted the Commissioners to know that notice was served.

Don Williams: Thank you.

ALPHA LASER CONTRACT FOR WARRICK COUNTY

Todd Glass: And lastly, well almost lastly, we do have the proposed agreement with Alpha Laser. I'll send copies down for both the Commissioners and for Roger and Kristine. Mr. President, this agreement, you've seen the emails going back and forth over the past several weeks. This agreement is the same agreement as was bidded, vetted and approved by Vanderburgh County and the City of Evansville about a year ago. It has been customized to provide for the necessary terminologies needed to apply to Warrick County and all its offices and divisions and departments. I don't know if Joe or any of the Alpha Laser Representatives have any comment to make. But we did just in the last phase, we verified that the installation and removal of devices under this agreement is Warrick County's obligation because that was a slightly different term in the Evansville Contract. We did verify with Ryan that we understood that the lease agreements are determined with U.S. Bank and we understand that. Although a copy is attached as an exhibit to the agreement and we put in there that Joe will work with Alpha Laser as far as the actual detail of how to bill, whether or not they're going to bill leases and the service agreements separately or in a coordinated fashion, but it provides in there that they can do either. So this agreement is in proper form ready for the Commissioner's consideration and approval. And like I did say, pursuant to Indiana Statutes, it does piggy back onto the contract that was publically vetted by the City of Evansville and Vanderburgh County, whereby you can enter into this same and similar agreement for Warrick County and get all its benefits and cost savings. And if there are any questions, I will defer them to others in the room.

Don Williams: I see some Alpha Laser people here today. You already had all the discussion you plan on having or anything would you like to say to the Board? That would be fine. Make it short and sweet, we've got to travel.

Ryan Brown: Really we just appreciate the opportunity, more than anything.

Roger Emmons: Name.

Ryan Brown: Ryan Brown with Alpha Laser.

Jason Althaus: Jason Althaus with Alpha Laser.

Don Williams: Spell your last name, Jason.

Jason Althaus: A-l-t-h-a-u-s.

Don Williams: That's (inaudible).

Ryan Brown: Again we just want to thank everybody for the opportunity to work, you know, with Warrick County. It's been a good relationship so far, hope it continues.

Don Williams: Yes.

Jason Althaus: We, I'd just like to say the same thing. You know Ryan and I both live in Warrick County; we're all about building relationships and partnerships. You know we appreciate all the time and effort you guys all spent on this, and Ryan as well and Joe. And we're very thankful and blessed to have this opportunity so it means a lot to us as a small business. So...

Don Williams: Well take care of us and keep the costs down.

Ryan Brown: Absolutely. Yes, Sir.

Don Williams: (Inaudible).

Jason Althaus: That's what we'll do.

Marlin Weisheit: Thank you.

Jason Althaus: Thank you.

Marlin Weisheit: I make a motion to approve the Alpha Laser Contract.

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

Marlin Weisheit: Aye.

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

Todd Glass: And I have that original, Roger, if you do not.

Roger Emmons: Okay, very good.

Todd Glass: So we're good there.

(Alpha Laser Contract for Warrick County is located on Pages 33 through 40 of these Official Minutes)

ACCEPTANCE OF DEED AND DEDICATION OF PUBLIC RIGHT-OF-WAY OF PARK BOULEVARD

Todd Glass: And lastly, Mr. President, I believe maybe Roger has this information with him on the dedication and acceptance of Deed of public right-of-way for Park Boulevard running north from Oak Grove into Friedman Park. I do know that Larry Taylor and Tom Kimpel sent that to me and I reviewed that and it was in proper form.

Bobby Howard: I believe the owner still has to sign the deed. Correct?

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer. Before we had, making the court sign the deed of the property, we just wanted to make sure you guys were okay with the forms and everything. But if you're okay with it, we'll go ahead and get it signed. I know they were wanting to transfer that property before the end of the year.

Don Williams: We can go ahead and approve that subject to being signed.

Todd Glass: Right, it was in proper form and ready for the Commissioners to approve it. That gives them the ability to move forward...

Jim Morley, Jr.: I don't know that you all have been out there or not. There's a road there now that got the curving gutter in and it's got the base course down.

Don Williams: It's very nice out there.

Jim Morley, Jr.: So, yeah, it's coming along.

Roger Emmons: Do I need to get mine, for their signature?

Todd Glass: No, I don't, I don't think so.

Bobby Howard: It needs to be signed by the owner first.

Todd Glass: Yeah, they'll take it first...

Roger Emmons: Gotcha.

Don Williams: We can go ahead and approve it that way when the owner signs it, we can sign it on the table and be done.

Roger Emmons: Very good.

Jim Morley, Jr.: Yeah.

Marlin Weisheit: I'll go ahead and make a motion of approval.

Don Williams: Okay, I will second that motion with the understanding that we will sign it as soon as the owner of the deed signs it.

Marlin Weisheit: Okay.

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

Marlin Weisheit: Aye.

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

Todd Glass: Thank you, Jim.

Jim Morley, Jr.: I'll get it signed and get it up to the Commissioner's Office.

Marlin Weisheit: Thanks, Jim.

Jim Morley, Jr.: Thanks.

(Acceptance of Deed and Dedication are located on Pages 40 through 42 of these Official Minutes)

ENGINEER/HIGHWAY

Don Williams: Mr. Engineer, you have anything?

Bobby Howard: I do not this morning, thank you.

COUNTY PURCHASING

Don Williams: Joe? You have anything? You talked for a half hour over there. If you've got something let us know about it.

Joe Grassman: (Inaudible).

Don Williams: I started to ask you to move to the back row but I restrained myself.

COUNTY SHERIFF

Don Williams: The Sheriff's not here today. (Inaudible).

COMMISSIONERS ITEMS FOR DISCUSSION

Don Williams: Do you have anything Commissioner Weisheit?

Marlin Weisheit: I do not.

Don Williams: I do not either. I entertain a motion.

Marlin Weisheit: Motion to adjourn.

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

Marlin Weisheit: Aye.

Don Williams: Aye, we are adjourned. (Motion carried 2-0).

ADJOURNMENT: Meeting adjourned at 10:48 AM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Don Williams

DON WILLIAMS, PRESIDENT

RICHARD A. REID, VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Ordinance No. CC-2016-25

AN ORDINANCE TO VACATE PUBLIC WAYS WITHIN WARRICK COUNTY, INDIANA:

BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana, as follows, to-wit:

Section I. A verified petition was presented to the Board of Commissioners of Warrick County requesting that the aforesaid Public Way be vacated.

Section II. That after due and proper notice a timely public hearing was convened by the Board of Commissioners, at which time all interested persons were permitted to address regarding said vacation.

Section III. That the Board of Commissioners of Warrick County, after due investigation and consideration has determined that the nature and extent of public use and the public interest to be observed is such as to warrant the vacation of that part of the public way or public place described as follows, and further described with the drawing hereto attached, which is made a part of this Ordinance.

Part of Lots 2 and 3 in the Corrected Plat of Bellmoore Landing, recorded in Document Number 2008R-005005, in the Recorder's Office of Warrick County, Indiana, and being described as follows:
Beginning at the Northwest Corner of said Lot 2; thence along a portion of the north line thereof and being in a curve to the left, concave northwesterly having a central angle of 37 degrees 54 minutes 30 seconds and a radius of 230.00 feet from which the chord bears North 59 degrees 23 minutes 33 seconds East 52.12 feet; thence along the arc of said curve 52.23 feet; thence South 73 degrees 18 minutes 56 seconds East 161.70 feet to the east line of said Lot 3; thence along said east line South 00 degrees 45 minutes 49 seconds West 4.11 feet to the north line of a 10 foot Public Utility Easement per said Corrected Plat of Bellmoore Landing; thence along said north line North 89 degrees 14 minutes 05 seconds West 200.00 feet to the west line of said Lot 2; thence along said west line North 00 degrees 45 minutes 49 seconds East 21.32 feet to the point of beginning. Containing 5,588 Square Feet, 0.13 acres.

See Exhibit "B" for Exhibit of Area being vacated.

Therefore, the Board of Commissioners of Warrick County, Indiana, does hereby find that the portion of the above described Public Way is no longer required for public use and the public interest will be served by such vacation, and the Board of Commissioners of Warrick County does hereby vacate the Public Way described in Section III above subject to the terms and conditions as stated in this Ordinance.

Board of Commissioners for Warrick County

President

Vice-President

Attest:

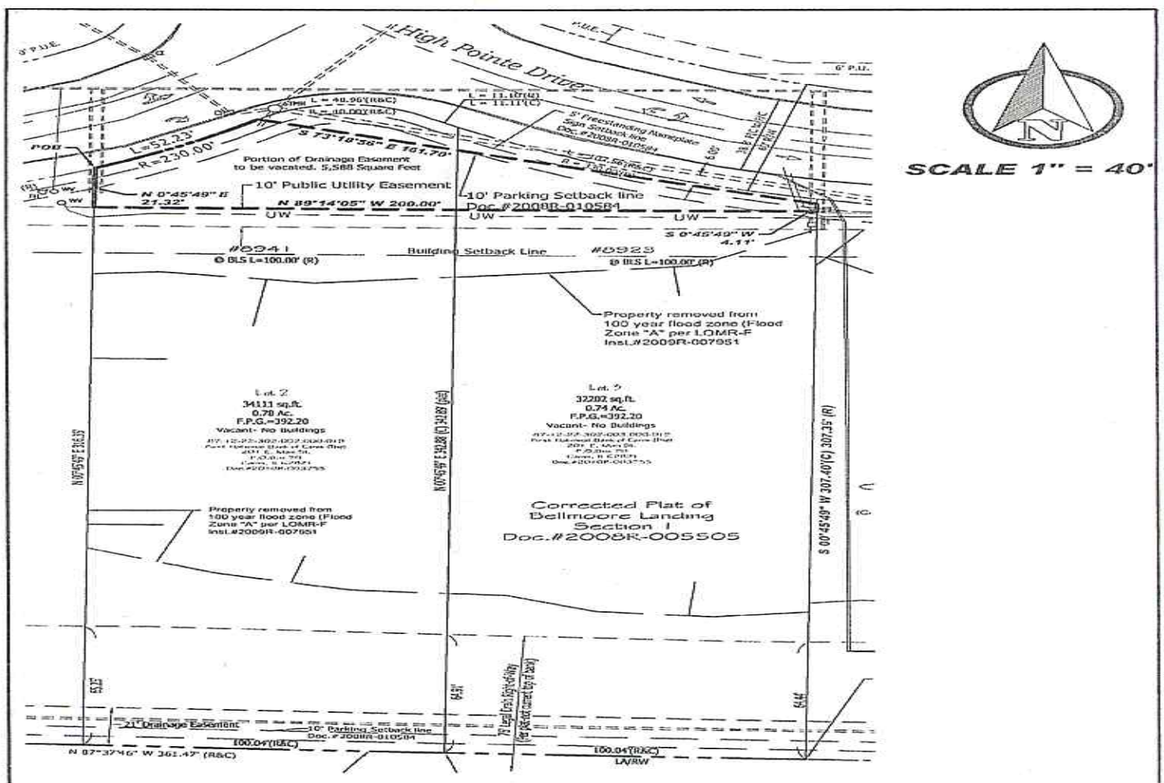
County Auditor

Tax Parcel Numbers: 87-12-22-302-002.000-019 (Lot 2) and 87-12-22-302-003.000-019 (Lot 3)

THIS INSTRUMENT WAS PREPARED BY Douglas K Bacon of Morley and Associates, Inc. 4800 Rosebud Lane Newburgh, IN 47630
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

(signature) (printed name).

J:\9009\8100-8199\8108\Surveying\Documents\8108 Ordinance-easement vacation.doc 8/18/2016



THIS IS NOT A BOUNDARY SURVEY, THIS IS A DESCRIPTION EXHIBIT, SHOWING A PORTION OF THE PROPOSED VACATED DRAINAGE EASEMENT ON LOTS 2 AND 3 IN BELLMOORE LANDING

EXHIBIT "B"

Morley and Associates Inc.
Engineering
Surveying
Architecture
Construction Management
4800 Rosebud Lane
Newburgh, IN 47630
(812) 464-9560
www.morleyandassociates.com

Drainage Easement Vacation Exhibit
Lots 2 and 3 Corrected Plat of
Bellmoore Landing
Doc. #2008R-005505.

Designed By DKB	Job Number 8108.4.001B
Checked By DKB	Date 8/22/2016
Filename 8108 Drainage Easement Vacation	

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2016-26

PLAN COMMISSION DOCKET # PC-R-16-10

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

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

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

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

A part of the southwest quarter of the southeast quarter of section 31, township 4 south, range 9 west, Warrick County, Indiana, bounded and described as follows, to wit: beginning at a point on the east line of the given quarter quarter 729.4 feet north of the southeast corner thereof and running thence west and parallel to the south line of the quarter quarter 166 feet; thence north and parallel to the east line 156 feet; thence east and parallel to the south line 166 feet; thence south 156 feet to the place of beginning and enclosing 59/100 of an acre more or less.

which real estate is now zoned and classified as part of the Commercial C-3 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said Commercial C-3 District to said Agriculture A District.

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

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

President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

County Auditor

11/28/16
Date Approved

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.

Fred Kuester
Signature

Fred J. Kuester
Printed Name

This document prepared by Fred J. Kuester.

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2016-27

PLAN COMMISSION DOCKET # PC-R-16-11

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

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA

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

That the boundaries of the C-4 w/PUD, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lot 42 in the Replat of Lots 42 and 43 in High Pointe Centre North Section 2, Phase 2, as per plat thereof, recorded in Document No. 2012R-011145.

Subject to all easements and rights of ways of record.

Which real estate is now zoned and classified as part of the C-4 District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall and the same is hereby rezoned and reclassified from said C-4 District to said C-4 w/PUD District.

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

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

ATTEST:

County Auditor

11/28/16
Date Approved

President

Member

Member
BOARD OF COMMISSIONERS OF
WARRICK COUNTY, INDIANA

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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.

Bret A. Sermersheim
Signature

Bret A. Sermersheim
Printed Name

This document prepared by Bret A. Sermersheim of Morley and Associates, Inc.

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WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2016-28

PLAN COMMISSION DOCKET # PC-R-16-12

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

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

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

That the boundaries of the M-1 / LIGHT INDUSTRIAL, as shown on said Warrick County Zoning District Maps, be amended as to the following described real estate:

Lot 5 in A & B Industrial Park as recorded in Doc. # 2012R-000744 in the Office of the Warrick County Recorder.

which real estate is now zoned and classified as part of the M-1 LIGHT INDUSTRIAL District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said M-1 District to said M-2 GEN. IND District.

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

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

Don Williams
President

Marlin Weisheit
Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:

Edward K. Stevens
County Auditor

11/28/16
Date Approved

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.

Michael K. Winge
Signature

Mike Winge
Printed Name

This document prepared by Mike Winge.

WARRICK COUNTY COMMISSIONERS ORDINANCE # CC-2016-29
PLAN COMMISSION DOCKET # PC-R-16-13
AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA
COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN
REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

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

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

Part of the Southwest Quarter of Section 33, Township 6 South, Range 9 West in Ohio Civil Township, Warrick County, Indiana and more particularly described as follows:

Commencing at the Southwest Corner of the Southwest quarter of said section 33; thence North 89 degrees 45 minutes 08 seconds East a distance of 203.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 447.0 feet ; thence North 89 degrees 33 minutes 02 seconds East a distance of 402.00 feet; thence North 00 degrees 00 minutes 57 seconds West a distance of 437.33 feet; thence North 89 degrees 07 minutes 24 seconds East a distance 384.87 feet; to the point of beginning thence North 00 degrees 00 minutes 57 seconds East a distance of 252.98 feet ; thence North 89 degrees 40 minutes 00 seconds East a distance of 133.69 feet ; thence South 00 degrees 25 minutes 00 seconds East a distance of 252.84 feet; thence North 89 degrees 07 minutes 24 seconds West a distance of 135.36 feet to the place of beginning and containing 0.67 Acres more or Less.

Which real estate is now zoned and classified as part of the "A" Agricultural District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "A" Agricultural to said "C-4" Commercial District.

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

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

President

Member

Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

County Auditor

Date Approved

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

Signature

Printed Name

This document prepared by Utilities Consulting Co., Inc.
P.O. Box 443
Newburgh, IN 47629

Dated 10/14/16

MEMORANDUM

TO: Don Ballard,
LPA Right of Way Supervisor INDOT

THRU: The Board of Commissioners of Warrick County

THRU: Rick Bennitt, Acquisition Manager Lochmueller Group, Inc.

RW AGENT: Gina M. Hansen
RWS South, Inc.

SUBJECT: *Recommendation for Administrative Settlement*

DATE: November 15, 2016

Project: 0500641
Road: Oak Grove Road, Phase III
Parcel: 20
City: Newburgh
County: Warrick
Owners: Alan R. Miller & Rosalie Miller

The County's fair market value determination of $15,640.00 for 1,741 square feet of permanent (fee simple) right-of-way, land improvements, and cost-to-cures was offered to the owners. During the negotiations, the property owners disputed the offer presented as it did not include severance (setback) damages. They requested an additional $6,000.00 in compensation for setback damages. The owners stated they were told the baseline for severance damages was a distance of 50 feet. While meeting to discuss the offer, the owners requested the distance be measured. The owners and Buyer measured 46.5 feet from the proposed right-of-way line to the closest living area of the dwelling. This was later discussed with the appraiser, who acknowledged the difficulty he had measuring alone given the elevation changes and other obstacles. He also acknowledged the after setback distance of 46.5 feet would be recognized in the market and negatively affect the value of the dwelling. Based on the on-site measurement and the independent appraisal provided by the owners (attached and noted as Exhibit "1"), the appraiser determined it would support damages in the amount of $6,000. This is summarized in the attached email provided by the appraiser (attached and noted as Exhibit "2"). The Board of Commissioners of Warrick County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The average settlement is 30% more than the offered amount. Plus the County will incur and average of $10,000 in legals fees and if the owners receive a favorable jury award the County must pay their legal fees up to $25,000. In addition, the project is scheduled for a 11/15/17 letting. Even if inflation remains low at 2% or 3% a delay in construction will result in a substantial loss to the County.

We believe, therefore, it is in the best interest of the County to settle this parcel for $21,640.00. This is an increase of $6,000.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

Therefore, the County's acquisition agent is directed to offer $21,640.00 to the owners. Should they not accept, then the additional $6,000.00 will be withdrawn and the $15,640.00 figure will remain the approved amount.

THIS RECOMMENDATION APPROVED:

(Signature) Don Williams, President 11-28-16 (Date)

(Signature) Richard A. Reid, Vice President (Date)

(Signature) Marlin Weisheit, Member 11-28-16 (Date)

MEMORANDUM

TO: Don Ballard,
LPA Right of Way Supervisor INDOT

THRU: The Board of Commissioners of Warrick County

THRU: Rick Bennitt, Acquisition Manager Lochmueller Group, Inc.

RW AGENT: Nancy E. Hermann
RWS South, Inc.

SUBJECT: *Recommendation for Administrative Settlement*

DATE: November 8, 2016
Project: 0500641
Road: Oak Grove Road, Phase III
Parcel: 12
City: Newburgh
County: Warrick
Owner: Muhammed Raza & Kaneez Fatima

The County's fair market value determination of $79,545.00 for 5,944 square feet of permanent (fee simple) right-of-way, 1,013 square feet of temporary easement, land improvements, severance damages, and cost-to-cures was offered to the owners. During the negotiations the property owners requested an additional $700.00 based on an estimate obtained by the appraiser to relocate irrigation system components outside the right-of-way (Exhibit-A). The appraisal discusses the need for a cost to cure to relocate the irrigation system, however, the compensation was in advertently omitted in total due to the owners. The Board of Commissioners of Warrick County is required to make every reasonable effort to acquire real property expeditiously by agreements with owners, and to avoid litigation and relieve congestion in the courts. Reasonable efforts to negotiate an agreement at the appraised amount have failed. The property owners believe that additional money is warranted to relocate the irrigation components and agreed to the estimate obtained by the appraiser during the appraisal process.

As an alternative, the condemnation process will take 4 to 6 months to clear the parcel, and on the average 1 year to settle the case. The average settlement is 30% more than the offered amount. Plus the City will incur and average of $10,000 in legals fees and if the owners receive a favorable jury award then the County must pay their legal fees up to $25,000. In addition, the project is scheduled for a 11/15/17 letting. Even if inflation remains low at 2% or 3% a delay in construction will result in a substantial loss to the County.

We believe, therefore, it is in the best interest of the County to settle this parcel for $80,245.00. This is an increase of $700.00 over the appraised amount, but a great deal of time and money can be saved by settling this parcel as opposed to acquiring it through condemnation.

Therefore, the County's acquisition agent is directed to offer $80,245.00 to the owners. Should they not accept, then the additional $700.00 will be withdrawn and the $79,545.00 figure will remain the approved amount.

THIS RECOMMENDATION APPROVED:

(Signature) Don Williams, President 11-28-16 (Date)

(Signature) Richard A. Reid, Vice President (Date)

(Signature) Marlin Weisheit, Member 11-28-16 (Date)

1 YEAR ICE MERCHANDISER / SUPPLY AGREEMENT

Agreement made on October 28, 2016, between Ben of Scales Lake Park, City of Boonville, County of Warrick, State of Indiana, hereinafter referred to as Buyer, and The Home City Ice Company, whose local address is 650 Division Street, City of Evansville, and State of Indiana, hereinafter referred to as Seller.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The parties agree that this contract will be in full force and effect for (1) one years from the date the parties or their representatives sign the contract.
2. Seller agrees to supply Buyer with all the ice it required for duration of this contract, said ice to be in units of seven (7) pound and twenty-two (22) pound bags. Same price per lb. if unit size changes in weight.
3. Seller agrees to supply Buyer with the necessary number of ice merchandisers to store and merchandise ice. The ice merchandiser(s) are located on Buyer's property in the following general location(s): Outside Gate house and inside Beach concession Stand.
4. Seller agrees to install, repair, and service all merchandisers it supplies Buyer for the duration of this contract.
5. Seller agrees to sell seven and twenty-two pound units to Buyer at the price of $.84 and n/a respectively for (1) one year. Same price per lb. if unit size changes in weight.
6. Seller agrees to replace any ice destroyed as the result of a faulty merchandiser during the duration of this contract. The parties to this contract agree that Seller is not responsible for any loss of ice resulting from power outages or for any consequential damages in any case.
7. Buyer acknowledges that Seller must incur substantial expenses in purchasing and servicing merchandisers for the use of Buyer.
8. In consideration of the above recited covenants and stipulations, Buyer promises to buy bagged ice exclusively from Seller for the duration of this contract.
9. All specific terms and considerations of this agreement are to be kept confidential and may only be discussed between participating parties.
10. This contract applies to the following Buyer's business locations:
    Scales Lake Park, 800 W. Tennyson Road, Boonville, IN 47601
11. Seller and Buyer agree to the following additional consideration:

Buyer:
Authorized Acceptance Signature — Date 11/3/16
Print Name / Title: Ben Lathet / Superintendent — Telephone 812-897-6200

Scales Lake Park — Account # 14-01-14-1623
Print Customer Name,

800 W. Tennyson Rd, Boonville, IN 47601
Address, City, State, and Zip Code

Seller:
Authorized Representative Seller — Date 11-29-16

Approved: Warrick County Commissioner
By: Don Williams, President
Date: 11-28-2016

East Coast Underwriters, LLC
121 W. Main Street, Suite D Spartanburg, SC 29306 Telephone: (864) 542-1566 Facsimile: (864) 542-1568

Issuing Carrier: Pan-American Life Insurance Company
Underwriter: Ashley Reiden
Group: Warrick County Government Boonville, IN

Proposal: 11/03/2016 — Proposal No: 3
Effective: 01/01/2017 — Valid Thru: 01/01/2017
Expiration: 12/31/2017

INDIVIDUAL EXCESS LOSS COVERAGE
☒ Advance Reimbursement
☐ Specific Terminal Liability

Coverages		Option 1 Medical, Rx Card	Option 2 Medical, Rx Card
Contract Type		24/12	24/12
Annual Specific Deductible per Individual		$ 75,000	$ 100,000
Aggregating Specific Deductible		$ 125,000	$ 125,000
Maximum Annual Reimbursement		Unlimited	Unlimited
Maximum Lifetime Reimbursement		Unlimited	Unlimited
Rate Per Month	Enrollment		
Employee	106	$ 88.84	$ 85.03
Employee plus Spouse	51	$ 170.95	$ 123.93
Employee plus Child(ren)	50	$ 161.96	$ 110.33
Family	41	$ 263.93	$ 193.31
Estimated Annual Premium		$ 444,415	$ 322,894
Rate(s) Includes Commissions of		0.00%	0.00%

AGGREGATE EXCESS LOSS COVERAGE

Coverages		Option 1 Medical, Rx Card	Option 2 Medical, Rx Card
Contract Type		24/12	24/12
Loss Limit per Individual		$ 75,000	$ 100,000
Maximum Annual Reimbursement		$ 1,000,000	$ 1,000,000
Premium Rate Per Month	Enrollment		
Composite	264	$ 3.06	$ 3.87
Monthly Accommodation Rate per Employee		$ 1.80	$ 1.80
Terminal Liability Rate per Employee		$ -	$ -
Estimated Annual Premium		$ 13,368	$ 16,388
Rate(s) Includes Commissions of		0.00%	0.00%
Annual Aggregate Deductible		$ 3,930,422	$ 4,101,190
Minimum Aggregate Deductible		$ 3,930,422	$ 4,101,190
Run In / Out Limited To		$ 0	$ 0
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Employee	106	$ 763.60	$ 796.07
Employee plus Spouse	51	$ 1,620.85	$ 1,688.97
Employee plus Child(ren)	50	$ 1,346.05	$ 1,404.53
Family	41	$ 2,284.39	$ 2,383.85

Group Warrick County Government Proposal No 2

STANDARD PROPOSAL QUALIFICATIONS

- Actively At Work Provision is waived for those individuals approved by ECU, upon receipt and approval of the fully executed plan disclosure statement, dated no earlier than 60 days prior to the effective date of the policy. Disclosure must include the following reports, run within 10 days of the signed disclosure statement: 50% report, standard trigger diagnosis report, hospital pre-certification report for the last 180 days, pended/denied/unfunded claims report and any available Large Case Management reports. The inability to provide this information at the time of disclosure may render this quote null and void regardless of what information was provided during the quoting process. ECU reserves the right at their sole discretion to waive the information requirements listed above.

- If case is currently fully insured all available claims and large claim information that is normally provided by that carrier in the state must be provided. ECU reserves the right at their sole discretion to waive the information requirements listed above. Individual Medical Questionnaires may be required on all eligible participants.

- This quote is only valid up to the effective date indicated on the proposal. The confirmation of offer must be received within ten (10) business days or the effective date, whichever is sooner, of the date ECU locks-in the shock loss and aggregate offer. If not received within that time ECU reserves the right to require all updated shock loss and aggregate information.

- Rates and factors presented are subject to revision if the final enrollment varies in total by coverage tier by +/- 10% from the demographics used to calculate this proposal.

- If Aggregate is quoted, we require updated claims through the 10.0 month of the current year. Factors are subject to change if the updated claims average varies by more than +/- 10% of the previous claims.

- This quote is contingent upon receipt, review and approval of an employer-approved (signed approval must be submitted) plan document for benefit plan offered within 30 days from the effective date indicated.

- The Stop Loss Policy includes standard terms, exclusions/limitations and definitions that may be more restrictive (and will supersede the plan document). If a Garber policy the Plan Document is incorporated into the Stop Loss Policy.

- This quote is based on the current benefit plan(s), unless modified in writing by ECU.

- Minimum participation level of 75% of eligible employees is required (51% with proof of spousal waivers).

- ECU and/or the Carrier may pay the selling broker or third party administrator compensation for the promotion and sale of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash and/or non-cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels and volume of business. We encourage brokers and their clients to discuss what commissions or other compensation may be paid in connection with the purchase of products and services from ECU and/or the Carrier.

- REQUIRES COORDINATION OF LARGE CLAIMS WITH ECU'S MEDICAL SOLUTIONS PROGRAM. ECU RESERVES THE RIGHT TO TRY TO OBTAIN A BETTER DISCOUNT IF THE DISCOUNT PRESENTED IS LESS THAN WHAT IS CONSIDERD REASONABLE. AGREE TO USE OUR PREFERRED VENDORS: Advanced Risk Managers, The Phia Group, American Medical Strategies (AMS), Nurse Audit, Dialysis claims: HCControl, Specialty Drugs: IHCA or Ethicare, Transplant Networks: Cigna LifeSource, LifeTrac, Interlink, 6 Degrees Health. NOTIFICATION REQUIREMENTS. When a claimant reaches or is expected to reach 50% of the Specific deductible, or for EZ ACC groups when a claimant reaches or exceeds $10,000 in claims, ECU requires weekly pre-cert reports, case management reports, 50% reports, trigger Dx reports.

- New York Health Care Reform Act's 0.03% assessments as mandated by the State of New York will be covered under the Excess Loss Policy. Any assessment penalties as a result of the Plan Sponsor's failure to comply with this law will not be covered under the Excess Loss Policy.

- Dialysis claimants at renewal - Renewal is contingent upon continued TPA cooperation in allowing ECU (or an approved ECU vendor) to re-price all dialysis claims.

- Proposal assumes a minimum of 25 covered lives. If the group falls below 25 lives during the policy period the group is required to pay premium for a minimum of 25 lives every month. The attachment point will be calculated based on a minimum of 25 lives.

11/03/2016 10:20:14 am Page 2

Group Warrick County Government Proposal No 2

ADDITIONAL QUALIFICATIONS

- Aggregating Specific Deductible Option ----
This proposal includes an Aggregating Specific Deductible option. This means that the Plan will hold 100% liability for claims in excess of the Specific deductible until the Plan has accumulated the "Aggregating Specific Deductible." The policy reimburses the plan at a rate of 100% thereafter, subject to the contract limits.

The premium and maximum employer plan liability are based on the data submitted, plus other information furnished relevant to underwriting the risk. This data should include statistics regarding premiums paid and claims incurred with the present carrier. Any inaccuracy, in the data or statistics submitted, will necessitate additional calculations. Variation will, of course, affect results.

ECU will not be bound by any typographical errors contained herein. Subject to the qualifications stated above, the proposed terms are valid for an effective date of 01/01/2017, provided application and deposit premium are submitted before 01/16/2017. (Note that producing agent must hold a current and valid life, accident and health license. The quote assumes that claims will be administered by a facility that has been approved by the underwriting company and requires that the plan is accessing an approved UR/LCM vendor.)

Proposed effective date (subject to acceptance by the Administrative Office): 01/01/2017

Initial next to the selected proposal option: 1 DW 2 _____ 3 _____ 4 _____

Signing of this Signature Page does not constitute acceptance of the applicant for the policies hereunder, by the Company.

Signed at: Boonville, IN

Warrick County Government
Applicant (correct legal name)

Date: 11/17/2016

BY: Don Williams
Don Williams, President, Warrick County Commission

This proposal expires if not accepted by the Company on the effective date.

11/03/2016 10:20:14 am Page 3

EAST COAST Underwriters, LLC

East Coast Underwriters, LLC
Traditional Confirmation of Stop Loss Selections

General Information

Employer Name: Warrick County Government (Exact Legal Name) Requested Effective Date: 1/1/2017

Complete Address: 107 W. Locust Street, Suite 301 (Street) Boonville (City) IN (State) 47601 (Zip)

Tax ID Number: 35-6000210

Contact Person Name/Phone # at Employer Group Roger Emmons

Multiple Locations: ☐ Yes ☒ No
If marked yes, please attach corresponding list

Subsidiaries/Affiliates: ☐ Yes ☒ No
If marked yes, please attach corresponding list

Retirees Covered: ☒ Yes ☐ No

Administrator Information

Name of Approved Administrator: Medical Benefits Administrators, Inc. (Exact Legal Name)

Complete this section only if first case sold with ECU:

Complete Address: _____ (Street) (City) (State) (Zip)

Contact Person at Administrator: _____ Telephone: _____ Fax: _____ Email: _____

Writing Agent for Agent Appointment Purposes

Agent Name: MedBen Marketing Services, Inc.

Complete this section only if first case sold with ECU:

Complete Address: _____ (Street) (City) (State) (Zip)

Telephone: _____ Fax: _____ Email: _____

Social Security # or Tax ID #: _____

Sold Proposal Number: 2
Quote Option # Selected: 1

EAST COAST Underwriters, LLC

East Coast Underwriters, LLC
Traditional Confirmation of Stop Loss Selections

Additional Options Sold

Monthly Aggregate Accomodation:	☒ Yes	☐ No
EZ Funding (monthly aggregate required)	☐ Yes	☒ No
Aggregate Terminal Liability Option:	☐ Yes	☒ No
Specific Terminal Liability Option:	☐ Yes	☒ No

Special Limitations/Lasers

Miscellaneous

Premium Remittance:
Commission Level: NET
☒ Net
☐ Gross

Please make checks payable to East Coast Underwriters, LLC and mail to the following address:

East Coast Underwriters, LLC
P.O. Box 2468
Spartanburg, SC 29304

List Multiple Locations:
Name:
Address:
Name:
Address:
Name:
Address:

List Subidiaries/Affiliates:
Name:
Address:
Name:
Address:
Name:
Address:

Application & Policy

Please give the following information to ECU so that they may contact the appropriate person(s) to send the Application, Policy, and any questions to.

Name: Jenette Redman
Email: jredman@medben.com
Phone Number: 800-423-3151
Other:

Submitted By: Don Williams — Don Williams, Name — 11/17/2016, Date

For questions, please call East Coast Underwriters at (864) 542-1565

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THOMSON REUTERS™

LETTER OF AUTHORIZATION

November 1, 2016

Ms. Debbie Stevens, Auditor
Warrick County
One County Square
Boonville, IN 47601

Dear Ms. Stevens:

This Letter of Authorization ("LOA") will confirm Warrick County's request for the following professional services at the price indicated. This LOA will be an addendum to existing Master Agreement No. IN2013.001 between Warrick County, Indiana (the "County") and Manatron, Inc. – a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov"). All the terms and conditions of that agreement will pertain.

PROFESSIONAL SERVICES

Estimated Quantity	Description	Estimated Total One-Time Fees
One (1) day	MVP Tax settlement training. Services will be performed on mutually agreeable date(s) and billed as used at $1,200.00 per day.	$1,200.00

Actual total one-time fees plus any travel expenses are due and payable after TRTA Gov performs the services in accordance with TRTA Gov's invoice(s) that shall be sent to the County. Any additional fees are due upon delivery at the actual expense. All invoices are due within 30 days of receipt. Approval of this letter of authorization will allow TRTA Gov to perform the services described herein. Upon approval and signing, please return this letter to TRTA Gov via one of the following methods:

- Email a scanned image of the signed LOA to mary.ammar@tr.com; or
- Fax a signed copy to the attention of Mary Ammar at (269) 567-2930.

If you have any questions, please feel free to contact Contract Administration at TRTA Gov's corporate office at (269) 388-2604.

ACCEPTANCE

Warrick County, Indiana	TRTA Gov
BY: Don Williams	BY: Mary T. Ammar
PRINTED NAME: Don Williams	PRINTED NAME: Mary T. Ammar
TITLE: President,Warrick County Commission	TITLE: Senior Contract Administrator
DATE: 11/28/2016	DATE: November 1, 2016

Manatron, Inc. – A Thomson Reuters Business

Letter of Authorization No. IN110116WC
Expiration Date: December 1, 2016

Page 1 of 2

ACCOUNTS PAYABLE VOUCHER REGISTER
WARRICK COUNTY INDIANA
Government Unit NOVEMBER 28TH, 2016

Fund: 1000 GENERAL		
Department: 101 CLERK OF CIRCUIT COURT		
CDW GOVERNMENT, INC.		42.80
QUILL CORPORATION		427.50
101 CLERK OF CIRCUIT COURT Total:		470.30
Department: 102 COUNTY AUDITOR		
QUILL CORPORATION		389.38
102 COUNTY AUDITOR Total:		389.38
Department: 106 COUNTY SURVEYOR		
AIGNER HARDWARE		30.56
106 COUNTY SURVEYOR Total:		30.56
Department: 107 CORONER		
CENTENNIAL PRODUCTS, INC		1,831.31
SIEGELS		548.64
107 CORONER Total:		2,379.95
Department: 108 COUNTY PROSECUTOR		
ALTSTADT-HICKS OFFICE CITY		326.41
108 COUNTY PROSECUTOR Total:		326.41
Department: 109 CHILD SUPPORT PROGRAM		
ALTSTADT-HICKS OFFICE CITY		24.47
109 CHILD SUPPORT PROGRAM Total:		24.47
Department: 112 COURTHOUSE & ANNEX		
AMERICAN SANITARY SUPPLY CO INC		39.64
BUMPER TO BUMPER / BTB CHANDLER		39.85
PLUMBERS SUPPLY CO INC		3.22
THE MURPHY ELEVATOR CO INC		275.91
112 COURTHOUSE & ANNEX Total:		358.62
Department: 113 COUNTY SHERIFF		
ANTHONY LONG		50.00
ARAMARK		7.00
BEST ONE TIRE & SERVICE-NEWBURGH		2,230.40

BUSINESS EQUIPMENT	15.00
DAN SAYLOR	50.00
GRIFFIN NANCE	50.00
HERR'S BODY SHOP	125.00
JIM DUFFEY	50.00
JOSEPH SCHITTER	50.00
LAW CHEVROLET BUICK PONTIAC	1,851.43
PTS OF AMERICA, LLC	1,043.70
SIEGFLS	80.85
U.S. POSTMASTER	138.00
WABASH VALLEY SERVICE CO	5,817.52
WARRICK CO JAIL COMMISSARY	582.24
WEX BANK (WRIGHT EXPRESS)	103.23
113 COUNTY SHERIFF Total:	12,244.37
Department: 114 JAIL	
AIGNER HARDWARE	45.36
AMERICAN DENTAL SERVICE PC	1,082.00
BOB BARKER COMPANY INC.	100.17
BRUCKENS INC	87.63
BUMPER TO BUMPER / BTB CHANDLER	27.59
GEM CHEMICAL COMPANY, INC.	590.07
INDEPENDENT HEALTH SERVICES INC	5,045.19
J & J SUPPLY INC.	25.00
JOHN A REID DMD	425.00
KENWAY DISTRIBUTORS INC	367.77
PLUMBERS SUPPLY CO INC	212.44
ST. MARY'S WARRICK HOSPITAL	3,600.00
WARRICK CO JAIL COMMISSARY	582.94
114 JAIL Total:	12,171.96
Department: 115 AREA PLAN COMMISSION	
B-HIVE PRINTING	50.00
DORIS HORN	100.00
GUY GENTRY	50.00
JEFF WILLIS	100.00
JEFFREY L VALIANT	50.00
MIKE MOESNER	50.00
MIKE WINGE	50.00
MORRIE DOLL	734.25
RAINBOW PRINTING	58.88
TERRY W. DAYVOLT	50.00
THE LANG COMPANY	49.27
TINA BAXTER	50.00
WARRICK PUBLISHING CO	27.11
WILLIAM BYERS	50.00
115 AREA PLAN COMMISSION Total:	1,478.51
Department: 116 COMMISSIONERS	
ALEXANDER NEWBURGH CHAPEL	200.00
ALPHA LASER SERVICES	148.59
IN LABOR LAW POSTER SERVICE	218.50
TRI-STATE FIRE PROTECTION INC.	21.00
116 COMMISSIONERS Total:	588.09
Department: 118 EMERGENCY MANAGEMENT AGENCY	
EMERGENCY MANAGEMENT ALLIANCE OF IN	40.00
118 EMERGENCY MANAGEMENT AGENCY Total:	40.00
Department: 121 EXTENSION SERVICE	
OFFICE DEPOT, INCORPORATED	372.64
PURDUE UNIVERSITY	651.18
121 EXTENSION SERVICE Total:	1,023.82
1000 GENERAL Total:	31,526.64
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
CORRISOFT, LLC	226.60
SATELLITE TRACKING OF PEOPLE LLC	1,357.75
000 W.C. COMMUNITY CORRECTIONS Total:	1,584.35
1122 COMMUNITY CORRECTIONS Total:	1,584.35
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
BUMPER TO BUMPER / BTB CHANDLER	33.69
HARSHAW TRANE SERVICE INC.	404.50
PLUMBERS SUPPLY CO INC	1,691.44
	2,129.63
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	2,129.63
Fund: 1141 CUMULATIVE DRAINAGE	
Department: 000 DEPARTMENT	
SKELTON'S GARAGE INC	665.37
TOM NAAS HOMES	1,000.00
UBELHOR TREE SERVICE LLC	250.00
000 DEPARTMENT Total:	1,915.37
1141 CUMULATIVE DRAINAGE Total:	1,915.37
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
B & B MOWING LLC	200.00
BAMBERGER FOREMAN OSWALD HAHN	3,267.00
COMMERCIAL LANDSCAPING SERVICE INC	366.30
J & J SUPPLY INC.	24,244.50
	28,077.80
1149 ECONOMIC DEVELOPMENT FEE Total:	28,077.80
Fund: 1156 FIREARMS TRAINING	
Department:	
CHIEF SUPPLY CORP	51.56
TREASURER OF STATE	1,540.00
	1,591.56
1156 FIREARMS TRAINING Total:	1,591.56
Fund: 1159 HEALTH	
Department:	
B-HIVE PRINTING	59.00
PC QUEST	225.00
	284.00
1159 HEALTH Total:	284.00
Fund: 1168 LOCAL HEALTH MAINTENANCE	
Department:	
GLAXOSMITHKLINE PHARMACEUTICALS	656.70

1168 LOCAL HEALTH MAINTENANCE Total:	656.70 656.70
Fund: 1169 LOCAL ROAD & STREET	
Department:	
AIGNER HARDWARE	127.92
AIRGAS USA, LLC	387.24
BOONVILLE LAWN AND GARDEN INC.	31.89
BUMPER TO BUMPER / BTB CHANDLER	11.97
D PATRICK INC	37.66
ERB EQUIPMENT COMPANY	742.98
HARDY BRAKE & ELECTRIC CO.INC.	474.86
INTERSTATE BATTERIES OF WABASH VALLEY	417.00
METZGER CONSTRUCTION CO INC.	8,264.84
MEUTH CONSTRUCTION	338.00
MOUNTS ELECTRIC INC.	727.39
NIX SANITARY SERVICE	130.00
PRIORITY ONE & SECURITY, LLC	233.25
RABEN TIRE COMPANY INC.	881.00
SIEMERS GLASS COMPANY	241.42
SYN-TECH SYSTEMS, INC.	33.75
WABASH VALLEY SERVICE CO	5,876.74
WARRICK AUTOMOTIVE SUPPLY	511.51
1169 LOCAL ROAD & STREET Total:	17,449.40 17,449.40
Fund: 1176 MOTOR VEHICLE HIGHWAY	
Department: 102 MAINTENANCE & REPAIR	
METZGER CONSTRUCTION CO INC.	12,034.39
MULZER CRUSHED STONE, INC.	14,604.35
102 MAINTENANCE & REPAIR Total:	26,638.74
Department: 104 ENGINEERING DEPARTMENT	
ALPHA LASER SERVICES	36.30
104 ENGINEERING DEPARTMENT Total:	36.30
1176 MOTOR VEHICLE HIGHWAY Total:	26,675.04
Fund: 1197 STORM WATER MANAGEMENT OPER	
Department:	
SOUTHEASTERN EQUIPMENT CO.,INC	8,382.35
1197 STORM WATER MANAGEMENT OPER Total:	8,382.35 8,382.35
Fund: 1215 ELECTION AND REGISTRATION	
Department: 000 ELECTION AND REGISTRATION	
ALAN AHRENS	19.80
ALDINE L HALL	137.00
ALICE BAKER	137.00
ALUMINUM WORKERS LOCAL 104	50.00
AMY BEDSOLE	112.00
ANDERSON TWP FIRE DEPARTMENT	50.00
ANDERSON, JOAN	137.00
ANN M WRIGHT	137.00
ARFLACK, GRETSUE	137.00
ARFLACK, THOMAS L.	137.00
ASHBY, KATRINKA	137.00
ASHLEY HODGSON	137.00
BAKER, VIRGINA	137.00
BAKERS CHAPEL CHURCH	50.00
BARBARA ADAMS	137.00
BARBARA C ZELLERINO	162.00
BARBARA MILLER	137.00
BARFIELD, CYNTHIA	137.00
BARNETT, PETRA	137.00
BAUM, JODI	137.00
BAUMEYER, CINDY	162.00
BAUMEYER, KELLY WAYNE	137.00
BECKER, AMANDA	137.00
BECKY HEISLER	137.00
BENNY HIGGS	137.00
BETSY PFINGSTON	137.00
BETTY HERR	137.00
BETTYE SKELTON	162.00
BEVERLY BAKER	137.00
BEVERLY BUNNER	137.00
BEVERLY BURDETTE	137.00
BILL KEENEY	162.00
BLACK, MARGIE	137.00
BLAND, KEVIN	137.00
BONNIE SPICHER	137.00
BOONVILLE AMERICAN LEGION	50.00
BRADBURN, MATTHEW	137.00
BRENDA GILDERSLEEVE	137.00
BRENDA MCCORMICK	137.00
BRIAN BULLOCK	137.00
BRUCKEN, HENRY	137.00
BUNNER, ROBERT	137.00
BYRON E SHERMAN	162.00
CAMILLA MARTIN	162.00
CAMPBELL, MARY	162.00
CANDACE KNOTTS	137.00
CARISSA DAU	137.00
CARL BEHAGG	137.00
CARLA S DOTY	137.00
CARLENE J TABERT	137.00
CAROL KOSTER	137.00
CAROLYN R KRANAWETTER	137.00
CAROLYN VOLLMAN	137.00
CARROLL MORGAN	137.00
CECIL CLIFTON	137.00
CECIL, JOAN	137.00
CECIL, ROSS	137.00
CHANDLER COMMUNITY CENTER	50.00
CHANDLER FIRE DEPARTMENT	50.00

452	CHARLES PATTERSON	137.00
453	CHARLES STUTEVILLE	137.00
454		
455	CHERYL DAU	137.00
456		
457	CLARE N PRESCOTT	137.00
458		
459	CONNIE YOAK	162.00
460		
461	CROSSROADS CHRISTIAN CHURCH	50.00
462		
463	CRYSTAL MARX	162.00
464		
465	CUSTIS, DAVID	137.00
466		
467	CUSTIS, MARTHA	137.00
468		
469	DAHMER, GENE	137.00
470		
471	DANIEL EDWARDS	162.00
472		
473	DANNHEISER, DIANA	137.00
474		
475	DARLEEN ROTH	137.00
476		
477	DARREL HEISLER	137.00
478		
479	DAU, CARIN	137.00
480		
481	DAVID FORBEY	137.00
482		
483	DAVID MONTGOMERY	162.00
484		
485	DAVID SHULTZ	137.00
486		
487	DAVIS, CONNIE	137.00
488		
489	DEBBIE BARNETT	137.00
490		
491	DEBBIE CRAIG	137.00
492		
493	DEBORAH MONTGOMERY	137.00
494		
495	DIANA E KITTINGER	137.00
496		
497	DIANA RATHKE	162.00
498		
499	DIANE SCHENK	137.00
500		
501	DIANNE BOECKMAN	137.00
502		
503	DONNA MORGAN	137.00
504		
505	DONNA MUNDY	137.00
506		
507	DORIS HORN	137.00
508		
509	DOUG BEATY	137.00
510		
511	DOUGLAS WURMNEST	162.00
512		
513	DREW COLVARD	137.00
514		
515	DUNCAN, CURT	137.00
516		
517	DUNCAN, SANDI	137.00
518		
519	DYEHOUSE, ED	137.00
520		
521	EDDIE SULLIVAN	137.00
522		
523	EDNA LIKE	137.00
524		
525	EDWARD BRUCE	162.00
526		
527	EDWARDS, KERI	162.00
528		
529	ELBERFELD FIRE DEPARTMENT	50.00
530		
531	ELIZABETH KEMPER	137.00
532		
533	ELLA TOOLE	137.00
534		
535	ENLOW, JOHN R.	162.00
536		
537	ERWIN KRANAWETTER	137.00
538		
539	ESAU, WANDA K.	137.00
540		
541	FANNING, MARY	137.00
542		
543	FOLZ, DEEANN	137.00
544		
545	FORBEY, JOYCE	137.00
546		
547	FORD, FAITH	137.00
548		
549	FORVILLE, PAUL	17.16
550		
551	FRANCIS RAINEY	137.00
552		
553	FRANZ, LIZ	137.00
554		
555	FREEMAN, DELORIS	137.00
556		
557	FRITZ M KAUFMAN	162.00
558		
559	GARRY SLANKARD	137.00
560		
561	GILLIAM, KIM	137.00
562		
563	GLOVER DOCKERY	137.00
564		
565	GORMAN, DEBORAH	137.00
566		
567	GOVERNOR BOON SQUARE	50.00
568		
569	GREG TUCK	112.00
570		
571	GRZEGOREK, SHIRLEY	137.00
572		
573	GUAGENTI, ANDREW	137.00
574		
575	HALIE DUNCAN	137.00
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577	HARDESTY, JOSEPH	162.00
578	HAROLD ANDERSON	137.00
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580	HATAWAY, KAY	137.00
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582	HATCHER, ANDREW	137.00
583		
584	HELFERT, KAREN	137.00
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586	HELFERT, KENNETH	137.00
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588	HICKS, NORMAN	137.00
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590	HIGGS, PHYLLIS	137.00
591		
592	HOWARD PEACOCK	162.00
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594	HOWARD, SCOTT	137.00
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596	HUMPHREY, RACHEL	137.00
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598	HURT, CASSIDY	137.00
599		
600	IRENE CALLIS	137.00
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602	ISAAC, BRYAN	112.00
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604	JAGELEWSKI, ABIGAIL	137.00
605		
606	JAMES CURRY	162.00
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608	JAMES W FANNING	137.00
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610	JAN STANFILL	162.00
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612	JANE WYATT	764.27
613		
614	JANET MENNER	137.00
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616	JANET THOMPSON	137.00
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618	JANICE DOOLITTLE	137.00
619		
620	JAYNE CHRISTIAN	137.00
621		
622	JEFFERSON, GRACE	137.00
623		
624	JENKINS, WILLIAM RAY	137.00
625		
626	JESSICA BASS	137.00
627		
628	JOHN BARRETT	137.00
629		
630	JOHN JOHNSTON	137.00
631		
632	JOHN KIZLIN	162.00
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634	JOHN M GILDERSLEEVE	162.00
635		
636	JOHN MENNER	137.00
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638	JOHN OLDHAM	137.00
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640	JOHNSON, KYLE	137.00
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642	JOHNSON, SEAN	162.00
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644	JOHNSTON, ANN	137.00
645		
646	JON LYBARGER	137.00

647		
648	JONES, MARGARET	137.00
649		
650	JOSEPH POTETZ	137.00
651		
652	JOYCE LANE	137.00
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654	JOYCE STUTEVILLE	137.00
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656	JUANITA BURKES	137.00
657		
658	JUDY HULLETT	137.00
659		
660	JUNE BULLOCK	137.00
661		
662	KALEBJIAN, KEVIN	137.00
663		
664	KARL KOSTER	137.00
665		
666	KAYE SMITH	137.00
667		
668	KEITH ELLISON	112.00
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670	KEMPER, LARRY	137.00
671		
672	KENNETH SOLLMAN	137.00
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674	KILDSIG, DOUG	137.00
675		
676	KING, PAUL	137.00
677		
678	KIT HOLLAND	137.00
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680	KITCHENS, WILLIAM R.	137.00
681		
682	KOCH, ALLEN	137.00
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684	KRISTINA HOLDER	137.00
685		
686	KRISTINA SEBREE	137.00
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688	KROHN, BRIANA	137.00
689		
690	LABHART, DENNIS	137.00
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692	LACER, BOB	137.00
693		
694	LAELA L HOWARD	137.00
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696	LAURA E CHUBICK	137.00
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698	LAWSON, PATRICK	137.00
699		
700	LEAH BARNETT	137.00
701		
702	LEE ANN WALLACE	137.00
703	LEONARD, EMMA	137.00
704		
705	LETHA HUNT	137.00
706		
707	LINDA LAUTNER	137.00
708		
709	LINDA NEUMANN	137.00
710		
711	LINDNER, JAMIE	137.00
712		
713	LOCKHART, ASHLEY	137.00
714		
715	LOIS DIXON	137.00
716		
717	LORI BARNETT	162.00
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719	LORI G POULSEN	137.00
720		
721	LUCIE DORRIS	137.00
722		
723	LUCINDA BRUCE	137.00
724		
725	LUCINDA R FREIHAUT	137.00
726		
727	LYBARGER, NANCY	137.00
728		
729	LYNNVILLE VOLUNTEER FIRE DEPT	50.00
730		
731	MARCI SCHMITT	162.00
732		
733	MARCIA BALLARD	137.00
734		
735	MARCIA THOMPSON	137.00
736		
737	MARGIE MUNDY	137.00
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739	MARILYN N IRVIN	137.00
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741	MARLA CLEVELAND	137.00
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743	MARTHA HESTER	137.00
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745	MARTIN WALTERS	162.00
746		
747	MARY C THOMPSON	162.00
748		
749	MARY PLATZ	137.00
750		
751	MARY SHULTZ	137.00
752		
753	MAURER, MARK	137.00
754		
755	MAYO, CONNIE	137.00
756		
757	MAZKOORI, HAMID	137.00
758		
759	MCINSTOSH, JIM	112.00
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761	MCKINNEY, JORDAN	137.00
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763	MEG SCHUBA	137.00
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765	MELISSA MCGUIRE	137.00
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767	MELVIN KUNTZMAN	137.00
768		
769	MENY, DANIEL	137.00
770		
771	MERRIMAN, PEGGY	137.00
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773	MICROVOTE GENERAL CORPORATION	220.80
774		
775	MILLER, THOMAS	137.00
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777	MISKELL, HOLLY S.	137.00
778		
779	MOSLEY, JOHN	137.00
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781	MOSLEY, KATHRYN	137.00
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783	MT OLIVE GB CHURCH	50.00
784		
785	NANCY DECASTRA	162.00
786		
787	NANCY KEENEY	137.00
788		
789	NATHAN P GOERGES	137.00
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791	NATHAN TESTER	137.00
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793	NEELEY, MICHAEL	162.00
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795	NEWBURGH CHURCH OF CHRIST	50.00
796		
797	NEWBURGH HEALTH CARE	50.00
798		
799	NEWBURGH LEGION	50.00
800		
801	NEWBURGH PRESBYTERIAN CHURCH	50.00
802		
803	NEWBURGH SR CITIZEN CENTER	50.00
804		
805	NEWBURGH UNITED METHODIST CHRC	50.00
806		
807	NEWBURGH-OHIO TOWNSHIP LIBRARY	50.00
808		
809	NORRIS, ARIN	137.00
810		
811	NOUSHIN FARVARDIN	137.00
812		
813	OHIO TWP FIRE DEPT-EPWORTH	50.00
814		
815	OLD FRIENDSHIP CHURCH	50.00
816		
817	OPAL GARDNER	137.00
818		
819	OWEN FIRE DEPARTMENT	50.00
820		
821	PAGE, RONALD	137.00
822		
823	PARKE, LIBBY	137.00
824		
825	PARKE, TIMOTHY	162.00
826		
827	PARSLEY, LAURA	137.00
828	PATRICIA GRIFFIN	923.15
829		
830	PATRICIA MCCAFFERY	137.00
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832	PATRICIA STEURER	137.00
833		
834	PATRICIA VANFLEET	137.00
835		
836	PAUL ADAMS	137.00
837		
838	PAUL BELL	162.00
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840	PAUL M C VASQUEZ	137.00
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842	PEACOCK, MARCIA	137.00
843	PEARLLEAN S THORPE	137.00
844	PEGGY COLLINS	137.00
845	PHYLLIS A WALTERS	137.00
846	PHYLLIS M REED	137.00
847	PIGEON TOWNSHIP COMMUNITY CENTER	50.00
848	RAHMAN, ANGELA	137.00
849	RAINEY, ELIZABETH	137.00
850	RALPH BAKER	137.00
851	RAMSEY, DENNIS	162.00
852	RAY WRIGHT	137.00
853	REBECCA CASSITTY	137.00
854	RECOB, JASMINE	137.00
855	RHODES, RICHARD	137.00
856	RICHARD K ROTH	137.00
857	RICHARD KABRICK	137.00
858	RICHARD MILLER JR	137.00
859	RICK ZEIHER	162.00
860	RIECKEN, BETTY	137.00
861	RIECKEN, BRUCE	137.00
862	RONALD WHITLEDGE	162.00
863	ROOT, DAKOTA	137.00
864	ROTH, DIANE	112.00
865	RUSSELL, KELLY	137.00
866	SANDY MCCOY	112.00
867	SARA MISKELL	137.00
868	SARA ROTH	137.00
869	SCHNAUTZ, KEN	137.00
870	SCHUETZ, FRANK	137.00
871	SCOTT HOLDER	137.00
872	SCOTT, ALAN	137.00
873	SEIBERT, JOSEPH	137.00
874	SHANNON MILLER WILSON	137.00
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908	SHANNON S STOGSDILL	137.00
909	SHARON BEATY	162.00
910	SHARON MCDONALD	137.00
911	SHARON ODOM	137.00
912	SHARON SHREVE	137.00
913	SHELBY SNODGRASS	137.00
914	SHERRY AUTEN	137.00
915	SHIRLEY MAURER-BYRD	162.00
916	SHIRLEY MOORE	137.00
917	SHOUP, STACI	137.00
918	SIRS KIDDIE JUNCTION	50.00
919	SKELTON, JANET	137.00
920	SMITH, MELINDA	137.00
921	SPENCER, LINDA	162.00
922	ST CLEMENTS CATHOLIC CHURCH	50.00
923	ST LUKES LUTHERAN CHURCH	50.00
924	STEURER, ANNA	137.00
925	STEVE SHOEMAKER	137.00
926	STEVENS, RONALD L.	137.00
927	STEWART T DOTY	137.00
928	TAMMY GATES	137.00
929	TAMMY L HUNT	137.00
930	TANYA MELANSON	137.00
931	TARA TERRELL	112.00
932	TAYLOR, SAM	137.00
933	TEDRA LITTLE	137.00
934	TENNYSON COMMUNITY CENTER	50.00
935	TERRY FONT	137.00
936	THE VILLAGE AT HAMILTON POINTE	50.00
937	THERESA NICHOLS	137.00
938	THERESA OROURKE	137.00
939	THERESA SLANKARD	162.00
940	THOMPSON, LINDA	137.00
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973	TINA DAINES	137.00
974	TINA M JOHNSON	137.00
975	TOWNSEND BIBLE CHURCH	50.00
976	TYLER HEILMAN	162.00
977	UNGAR, REGINA ROBINSON	137.00
978	VERLEY, BARBARA	137.00
979	VERNARSKY, DOLORES	137.00
980	VONDA LIPFORD	137.00
981	W KEITH GOAD	137.00
982	W. JEAN MADDEDN	137.00
983	WANDA HOLDER	137.00
984	WARRICK COUNTY 4-H COUNCIL	50.00
985	WARRICK COUNTY FOP LODGE 148	50.00
986	WEIMANN, MARC	162.00
987	WENDHULT, DIANE	137.00
988	WHITLOW, LYNDON	24.20
989	WILLIAM H WALLACE	162.00
990	WILLIAM KITCHENS	137.00
991	WILLIAMS, DONNA	137.00
992	WOOD, SHEILA	137.00
993	WOODLANDS CONVALESCENT CENTER	50.00
994	WYMAN SKELTON	137.00
995	ZACK, SUE	137.00
996	ZARO, HAL	137.00
997	ZOAR UNITED CHURCH OF CHRIST	50.00
998	000 ELECTION AND REGISTRATION Total:	46,752.38
999	1215 ELECTION AND REGISTRATION Total:	46,752.38
1000		
1001	Fund: 1219 PARK & RECREATION	
1002	Department:	
1003		
1004	AIGNER HARDWARE	172.88
1005	CAMP'S AUTO/TIRE SERV.INC.	8.00
1006	GEM CHEMICAL COMPANY, INC.	756.45
1007	NIX SANITARY SERVICE	130.00
1008		
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O'REILLY AUTO PARTS	217.83
RABEN TIRE COMPANY INC.	1,230.28
THE HOME CITY ICE COMPANY	21.00
TOWN & COUNTRY POOLS, INC.	118.50
UNIFIRST CORPORATION	88.58
WABASH VALLEY SERVICE CO	953.31
WARRICK CO DEPT OF PARKS & REC	695.01
WARRICK SOLID WASTE MGT DIST	199.00
	4,590.84
1219 PARK & RECREATION Total:	4,590.84

Fund: 1229 LOIT SPECIAL DISTRIBUTION

Department:

METZGER CONSTRUCTION CO INC.	111,053.67
	111,053.67
1229 LOIT SPECIAL DISTRIBUTION Total:	111,053.67

Fund: 4009 SHERIFF SALE ADMINISTRATION

Department:

LIEBERMAN TECHNOLOGIES	700.00
	700.00
4009 SHERIFF SALE ADMINISTRATION Total:	700.00

Fund: 4105 K-9/SHERIFF DONATIONS

Department:

EAST PINES ANIMAL CLINIC INC	271.23
PET FOOD CENTER	61.99
WARRICK CO JAIL COMMISSARY	440.98
	774.20
4105 K-9/SHERIFF DONATIONS Total:	774.20

Fund: 4903 EDIT-CONSTRUCTION

Department:

ROADSAFE TRAFFIC SYSTEMS INC	25,056.66
	25,056.66
4903 EDIT-CONSTRUCTION Total:	25,056.66

Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT

Department:

THE LANG COMPANY	10.46
	10.46
4907 WARRICK COUNTY LAW ENFORCEMENT Total:	10.46

Fund: 4908 BUILDING COMMISSION

Department:

B-HIVE PRINTING	2,395.00
BEST ONE TIRE & SERVICE	860.21
JACK A CLARK III	1,600.00
	4,855.21
4908 BUILDING COMMISSION Total:	4,855.21

Fund: 8899 93.563 CLERK IV-D INCENTIVE

Department:

CDW GOVERNMENT, INC.	5.29
QUILL CORPORATION	39.27
	44.56
8899 93.563 CLERK IV-D INCENTIVE Total:	44.56

Expense Total:	$ 314,110.82
Courts and Manuals:	$ 9,022,810.17
GRAND TOTAL:	**$ 9,336,920.99**

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are and correct and I have audited same in accordance with IC 5-11-10-1.6, NOVEMBER 28TH, 2016.

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

We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, consistin pages, and except for vouchers not allowed as shown on the Register such vouchers are allowed in the total amount of: $ 9,336,920.99

Dated this 28TH day of NOVEMBER, 2016

Signatures of Governing Board

Debbie Stevens
Auditor of Warrick County

November 23, 2016 **Check History Register** APChreg1.rpt

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Check #	Vendor #	Name	Check Date	Bank	Amount	Check Amt	Type	Status	Batch
54664	4000	TEAMSTERS LOCAL #215	11/10/2016	PFS	01	4.00	Check	Outstanding	4992
54665	6588	DIVISION OF CHILD SUPPORT	11/10/2016	PFS	01	104.00	Check	Outstanding	4992
54666	13380	F. STEPHEN SHERTS	11/10/2016	PFS	01	75.87	Check	Outstanding	4995
54667	14309	WITHSC FBO IHS 4570 WARRICK COUNTY	11/10/2016	PFS	01	259.88	Check	Outstanding	4992
54668	18215	CLERK - WARRICK COUNTY SUPERIOR COURT	11/10/2016	PFS	01	466.54	Check	Outstanding	4992
54669	19084	SPENCER COUNTY CLERK	11/10/2016	PFS	01	30.00	Check	Outstanding	4992
54670	19085	SPENCER COUNTY REIMBURSEMENTS	11/10/2016	PFS	01	85.73	Check	Outstanding	4992
54671	20001	TEAMSTERS LOCAL # 215	11/10/2016	PFS	01	700.00	Manual	Outstanding	5016
54742	1472	RICHARD HELM	11/10/2016	PFS	01	282.00	Manual	Outstanding	5016
54743	99865	BOBBY TAPP/MATTOON-ESQ	11/10/2016	PFS	01	15,000.00	Manual	Outstanding	5016
54798	1837	WARRICK COUNTY TREASURER	11/10/2016	PFS	01	75,733.31	Check	Outstanding	5015
54799	3030	CLERK-TREASURER--LYNNVILLE	11/10/2016	PFS	01	1,074.34	Check	Outstanding	5015
54800	3026	CLERK-TREASURER--BURKEFIELD	11/10/2016	PFS	01	802.55	Check	Outstanding	5015
54801	3028	CLERK-TREASURER--GRANDELDA	11/10/2016	PFS	01	2,700.99	Check	Outstanding	5015
54802	3027	CLERK-TREASURER--BOONVILLE	11/10/2016	PFS	01	3,267.72	Check	Outstanding	5015
54803	3032	CLERK-TREASURER--TENNYSON	11/10/2016	PFS	01	1,091.16	Check	Outstanding	5015
54804	3031	CLERK-TREASURER--NEWBURGH	11/10/2016	PFS	01	4,047.14	Check	Outstanding	5015
54805	17836	AFLAC PREMIUM HOLDING	11/10/2016	PFS	01	4,698.14	Manual	Outstanding	5016
54806	1837	HARRINGW THANE SEHVICE INC.	11/10/2016	PFS	01	11,370.00	Check	Outstanding	5017
54807	9016	INDIANA DEPT. TRANSPORTATION	11/10/2016	PFS	01	4,030.00	Check	Outstanding	5017
54808	10027	HINE & HATFIELD, PC	11/10/2016	PFS	01	4,555.50	Check	Outstanding	5017
54809	4361	WOW BUSINESS	11/10/2016	PFS	01	3,517.64	Check	Outstanding	5017
54810	1190	TREASURER OF STATE OF INDIANA	11/10/2016	PFS	01	0.66	Check	Outstanding	5017
54811	17021	ROBERT D REYNOLDS	11/10/2016	PFS	01	287.72	Check	Outstanding	5017
54812	18195	FIRST BANKCARD	11/10/2016	PFS	01	452.19	Check	Outstanding	5017
54813	15569	TIME WARNER CABLE	11/10/2016	PFS	01	327.19	Check	Outstanding	5017
54814	9977	INDIANA OFFICE OF TECHNOLOGY	11/10/2016	PFS	01	125.44	Check	Outstanding	5017
54815	19037	VECTREN ENERGY DELIVERY	11/10/2016	PFS	01	11.61	Check	Outstanding	5017
54816	2031	BOONVILLE UTILITIES	11/10/2016	PFS	01	1,262.41	Check	Outstanding	5017
54817	2025	BOONVILLE NATURAL GAS CORP.	11/10/2016	PFS	01	73.69	Check	Outstanding	5017
54818	2778	AT&T	11/10/2016	PFS	01	82.32	Check	Outstanding	5017
54819	17701	ZIEMER STAYMAN WEITZEL SHOULDERS	11/10/2016	PFS	01	1,250.00	Check	Outstanding	5017
54820	18074	ROBIN GREENLEE (CDFC)	11/10/2016	PFS	01	508.33	Check	Outstanding	5017
54821	16360	KIMBERLY ROCHELL	11/10/2016	PFS	01	28.69	Check	Outstanding	5017
54822	13501	MOTOROLA SOLUTIONS CREDIT CO	11/10/2016	PFS	01	113,281.39	Check	Outstanding	5017
54823	18546	U.S. BANK	11/10/2016	PFS	01	64.07	Check	Outstanding	5017
54824	12118	BRIDGEMY DILLAN	11/10/2016	PFS	01	15.00	Check	Outstanding	5017
54825	4124	JACKIE HAMBEY	11/10/2016	PFS	01	36.44	Check	Outstanding	5017

Operator: DMEW

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54826	8092	SAMUEL PASTOR INC	11/10/2016	PFS 01	162.55	Check	Outstanding	5017
54827	18302	SAARE INVESTMENTS, LLC	11/10/2016	PFS 01	28,815.44	Check	Outstanding	5017
54828	9327	SHAMMAH INVESTMENTS LLC	11/10/2016	PFS 01	865.71	Check	Outstanding	5017
54829	17945	VIRTRU CORPORATION	11/10/2016	PFS 01	5,369.40	Check	Outstanding	5017
				Total Checks -	380,774.85			

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54830	1637	WARRICK COUNTY TREASURER	11/14/2016	PFS 01	992,278.78	Check	Outstanding	5018
54831	3027	CLERK-TREASURER--BOONVILLE	11/14/2016	PFS 01	108,315.28	Check	Outstanding	5018
54832	3028	CLERK-TREASURER--CHANDLER	11/14/2016	PFS 01	28,196.08	Check	Outstanding	5018
54833	3029	CLERK-TREASURER--ELBERFELD	11/14/2016	PFS 01	4,829.80	Check	Outstanding	5018
54834	3030	CLERK-TREASURER--LYNNVILLE	11/14/2016	PFS 01	3,807.42	Check	Outstanding	5018
54835	3031	CLERK-TREASURER--NEWBURGH	11/14/2016	PFS 01	24,936.17	Check	Outstanding	5018
54836	3032	CLERK-TREASURER--TENNYSON	11/14/2016	PFS 01	1,316.17	Check	Outstanding	5018
				Total Checks -	763,679.78			

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Check History Register

Warrick County

Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
54837	4555	MOUNTAIN VALLEY OF EVANSVILLE	11/18/2016	PFS 01	8.00	Check	Outstanding	5019
54838	18989	TIME WARNER CABLE	11/18/2016	PFS 01	433.03	Check	Outstanding	5019
54839	4321	XEROX/MPHC BUSINESS SYSTEM	11/18/2016	PFS 01	43.08	Check	Outstanding	5019
54840	18198	TINA LATHAM	11/17/2016	PFS 01	316.60	Check	Outstanding	5022
54841	18196	FIRST BANKCARD	11/17/2016	PFS 01	417.31	Check	Outstanding	5022
54842	1113	AARON FRANZ	11/17/2016	PFS 01	83.00	Check	Outstanding	5022
54843	18037	VECTITECH FAITHFOY DELIVERY	11/17/2016	PFS 01	3,843.00	Check	Outstanding	5022
54844	3820	TYLER TECHNOLOGIES, INC	11/17/2016	PFS 01	7,220.00	Check	Outstanding	5022
54845	22051	VAN AUSDALL AND FARRAR	11/17/2016	PFS 01	55.00	Check	Outstanding	5022
54846	12118	EQUIBANK CLEAN	11/17/2016	PFS 01	15.00	Check	Outstanding	5022
54847	4361	WOW BUSINESS	11/17/2016	PFS 01	182.32	Check	Outstanding	5022
54848	21017	U.S. POST MASTER	11/17/2016	PFS 01	141.00	Check	Outstanding	5022
54849	4995	MORRIS DOLL	11/17/2016	PFS 01	100.00	Check	Outstanding	5022
54850	8745	SAM'S CLUB/GECRB	11/17/2016	PFS 01	18.74	Check	Outstanding	5022
54851	18588	U.S. BANK	11/17/2016	PFS 01	148.34	Check	Outstanding	5022
54852	14000	INDIANA AMERICAN WATER	11/17/2016	PFS 01	21.04	Check	Outstanding	5022
54853	6019	INDIANA DEPARTMENT OF REVENUE	11/17/2016	PFS 01	1,227.48	Check	Outstanding	5022
54854	20039	TRI-STATE LIGHTNING & SUPPLY CO INC	11/17/2016	PFS 01	42.78	Check	Outstanding	5022
54855	18195	FIRST BANKCARD	11/17/2016	PFS 01	97.19	Check	Outstanding	5022
54856	203	BOONVILLE UTILITIES	11/17/2016	PFS 01	2,234.62	Check	Outstanding	5022
54857	12406	TRACTOR SUPPLY CO	11/17/2016	PFS 01	42.04	Check	Outstanding	5022
54858	15905	TIME WARNER CABLE	11/17/2016	PFS 01	54.99	Check	Outstanding	5022
54859	18789	CLARK DIETZ, INC.	11/17/2016	PFS 01	24,444.00	Check	Outstanding	5022
54860	18197	FIRST BANKCARD	11/17/2016	PFS 01	148.08	Check	Outstanding	5022
54861	5028	INDIANA STATE POLICE TRNG.FUND	11/17/2016	PFS 01	1,130.00	Check	Outstanding	5022
54862	1726	AT&T	11/17/2016	PFS 01	492.62	Check	Outstanding	5022
54863	10600	J & J SUPPLY, INC.	11/17/2016	PFS 01	4,214.20	Check	Outstanding	5022
54864	13475	JBI CONSTRUCTION INC	11/17/2016	PFS 01	46,380.17	Check	Outstanding	5022
54865	84847	CATHY OSER	11/17/2016	PFS 01	49.40	Check	Outstanding	5022
54866	2618	MEDICAL BENEFITS ADMINISTRATORS, INC.	11/17/2016	PFS 01	88,747.35	Check	Outstanding	5022
54867	7872	RODIUM MUTUAL LIFE INSURANCE CO	11/17/2016	PFS 01	1,818.18	Check	Outstanding	5022
54868	3085	RICOH USA INC	11/17/2016	PFS 01	324.19	Check	Outstanding	5022
54906	23037	THOMSON REUTERS	11/23/2016	PFS 01	1,892.08	Check	Outstanding	5025
54911	18851	WHITLEDGE, KELLY	11/23/2016	PFS 01	20.00	Check	Outstanding	5025
54912	19000	OFFICE DEPOT, INCORPORATED	11/23/2016	PFS 01	54.98	Check	Outstanding	5025
54913	1262	XEROX CORP., INC.	11/23/2016	PFS 01	324.18	Check	Outstanding	5025
54914	1384	ASBURY, AMY LEY	11/23/2016	PFS 01	51.40	Check	Outstanding	5025
54915	18305	APPEL, LINDA	11/23/2016	PFS 01	15.00	Check	Outstanding	5025

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Check #	Vendor #	Name	Check Date	Bank Account		Check Amt	Type	Status	Batch
54915	19306	ARVIN, AIMEE	11/23/2016	FFS	01	24.12	Check	Outstanding	5025
54916	19307	BAILEY, ELISHA	11/23/2016	FFS	01	22.98	Check	Outstanding	5025
54917	19308	BRACHER, JENNIFER	11/23/2016	FFS	01	17.66	Check	Outstanding	5025
54918	19309	BROOKMAN, ANDREW	11/23/2016	FFS	01	23.36	Check	Outstanding	5025
54919	19310	BROSHEARS, JOHN SR.	11/23/2016	FFS	01	18.00	Check	Outstanding	5025
54920	19311	CARDARELLE, JASON	11/23/2016	FFS	01	97.48	Check	Outstanding	5025
54921	19312	DARDY, SHAWN	11/23/2016	FFS	01	21.48	Check	Outstanding	5025
54922	19313	DICK, MARCIA	11/23/2016	FFS	01	86.84	Check	Outstanding	5025
54923	19314	DULL, JAN	11/23/2016	FFS	01	23.36	Check	Outstanding	5025
54924	19315	EDWARDS, RANDALL	11/23/2016	FFS	01	24.88	Check	Outstanding	5025
54925	19316	EDWARDS, STEVEN	11/23/2016	FFS	01	84.50	Check	Outstanding	5025
54926	19317	FARMER, JULIA	11/23/2016	FFS	01	18.50	Check	Outstanding	5025
54927	19318	FORTUNE, RACHEL	11/23/2016	FFS	01	20.70	Check	Outstanding	5025
54928	19319	FUQUAY, KATHERINE	11/23/2016	FFS	01	40.00	Check	Outstanding	5025
54929	19320	GAJDEROWICS, W.J.	11/23/2016	FFS	01	45.30	Check	Outstanding	5025
54930	19321	GERHARDT, JULIE	11/23/2016	FFS	01	33.22	Check	Outstanding	5025
54931	19322	GRIMM, LESLIE	11/23/2016	FFS	01	97.48	Check	Outstanding	5025
54932	19323	HERMES, BRENDA	11/23/2016	FFS	01	104.32	Check	Outstanding	5025
54933	19324	HOHNE, DENNIS	11/23/2016	FFS	01	15.00	Check	Outstanding	5025
54934	19325	BERRY, MARTHA L. KELLY	11/23/2016	FFS	01	22.60	Check	Outstanding	5025
54935	19326	KOLLEY, DAVID	11/23/2016	FFS	01	24.88	Check	Outstanding	5025
54936	19327	LAMEY, CATHERINE	11/23/2016	FFS	01	24.50	Check	Outstanding	5025
54937	19328	LEE, RONALD	11/23/2016	FFS	01	15.00	Check	Outstanding	5025
54938	19329	LINDALL, DEVON	11/23/2016	FFS	01	29.28	Check	Outstanding	5025
54939	19330	MERKEL, VICKIE	11/23/2016	FFS	01	102.80	Check	Outstanding	5025
54940	19331	MILLER, JEAN	11/23/2016	FFS	01	22.98	Check	Outstanding	5025
54941	19332	MINTON, JONATHON	11/23/2016	FFS	01	24.12	Check	Outstanding	5025
54942	19333	NIEHAUS, KELLY	11/23/2016	FFS	01	28.58	Check	Outstanding	5025
54943	19334	PAPIN, BLAIR	11/23/2016	FFS	01	19.50	Check	Outstanding	5025
54944	19335	POWELL, SHAWN	11/23/2016	FFS	01	77.72	Check	Outstanding	5025
54945	19336	PRIESBE, SAMANTHA	11/23/2016	FFS	01	24.88	Check	Outstanding	5025
54946	19337	PURYEAR, MARTHA	11/23/2016	FFS	01	24.12	Check	Outstanding	5025
54947	19338	ROBINSON, JEANNE	11/23/2016	FFS	01	24.12	Check	Outstanding	5025
54948	19339	SCALES, BRANDON	11/23/2016	FFS	01	17.66	Check	Outstanding	5025
54949	19340	SCHELLER, LINDA	11/23/2016	FFS	01	98.20	Check	Outstanding	5025
54950	19341	SCHNUR, JUSTINE	11/23/2016	FFS	01	91.40	Check	Outstanding	5025
54951	19342	SHELTON, JOHN	11/23/2016	FFS	01	19.58	Check	Outstanding	5025
54952	19343	SHEPPICK, WARREN JR.	11/23/2016	FFS	01	23.74	Check	Outstanding	5025

Operator: DREW

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Check #	Vendor #	Name	Check Date	Bank Account		Check Amt	Type	Status	Batch
54953	19344	SHOULDERS, MICHAEL	11/23/2016	FFS	01	15.00	Check	Outstanding	5025
54954	19345	SMITH, LISA	11/23/2016	FFS	01	60.84	Check	Outstanding	5025
54955	19346	STOWE, ANDREA	11/23/2016	FFS	01	21.84	Check	Outstanding	5025
54956	19347	SULUD, ZAHRA	11/23/2016	FFS	01	21.84	Check	Outstanding	5025
54957	19348	TABOR, CARLA	11/23/2016	FFS	01	21.84	Check	Outstanding	5025
54958	19349	TAYLOR, ROBERT	11/23/2016	FFS	01	22.80	Check	Outstanding	5025
54959	19350	THOMAS, JULIUS	11/23/2016	FFS	01	20.32	Check	Outstanding	5025
54960	19351	UBELHOR, STEVEN	11/23/2016	FFS	01	20.76	Check	Outstanding	5025
54961	19352	VERTREES, JESSE	11/23/2016	FFS	01	15.00	Check	Outstanding	5025
54962	19353	VONDERHEIDE, DAMIAN	11/23/2016	FFS	01	108.60	Check	Outstanding	5025
54963	19354	WHEELER, DARRYN	11/23/2016	FFS	01	21.84	Check	Outstanding	5025
54964	19355	WRIGHT, TRACEY	11/23/2016	FFS	01	18.80	Check	Outstanding	5025
54965	13015	MATTHEW BENDER & CO INC	11/23/2016	FFS	01	182.24	Check	Outstanding	5025
54966	5919	REDWOOD TOXICOLOGY LABORATORY INC	11/23/2016	FFS	01	300.75	Check	Outstanding	5025
54967	387	OFFICE DEPOT CREDIT PLAN	11/23/2016	FFS	01	459.85	Check	Outstanding	5025
54968	2616	MEDICAL BENEFITS ADMINISTRATORS, INC.	11/18/2016	FFS	01	51,551.38	Check	Outstanding	5026
54969	3113	DUKE ENERGY	11/18/2016	FFS	01	134.74	Check	Outstanding	5026
54970	6685	EVANSVILLE WATERWORKS DEPT	11/18/2016	FFS	01	38.34	Check	Outstanding	5026
54971	15669	KEITH A COMBS	11/18/2016	FFS	01	300.00	Check	Outstanding	5026
54972	4361	WOW! BUSINESS	11/18/2016	FFS	01	391.88	Check	Outstanding	5026
54973	19937	VECTREN ENERGY DELIVERY	11/18/2016	FFS	01	557.08	Check	Outstanding	5026
54974	95207	UNITED CONSULTING ENGINEERS	11/18/2016	FFS	01	6,400.00	Check	Outstanding	5026
54975	11639	AMERICAN STRUCTUREPOINT INC	11/18/2016	FFS	01	27,163.51	Check	Outstanding	5026
54976	4132	PAT BROOKS	11/18/2016	FFS	01	91.48	Check	Outstanding	5026
54977	17710	CARD SERVICE CENTER	11/18/2016	FFS	01	439.86	Check	Outstanding	5026
54978	19350	ST CHARLES COUNTY SHERIFF DEP	11/18/2016	FFS	01	25.00	Check	Outstanding	5026
54979	13690	DELTA PROPERTIES LLC	11/18/2016	FFS	01	1,563.42	Check	Outstanding	5026
55012	4000	TEAMSTERS LOCAL #215	11/23/2016	FFS	01	4.00	Check	Outstanding	5027
55013	6568	DIVISION OF CHILD SUPPORT	11/23/2016	FFS	01	104.00	Check	Outstanding	5027
55014	13300	F. STEPHEN SHEETS	11/23/2016	FFS	01	50.45	Check	Outstanding	5027
55015	14300	WTRISC FBO INS #579 WARRICK COUNTY	11/23/2016	FFS	01	764.00	Check	Outstanding	5027
55016	18315	CLERK - WARRICK COUNTY SUPERIOR COURT	11/23/2016	FFS	01	435.00	Check	Outstanding	5027
55017	18084	SPENCER COUNTY CLERK	11/23/2016	FFS	01	30.00	Check	Outstanding	5027
55018	23016	WARRICK CO TREASURER-GARNISHMENTS	11/23/2016	FFS	01	88.73	Check	Outstanding	5027
55162	23014	WARRICK COUNTY SCHOOL CORP.	11/23/2016	FFS	01	7,704,299.77	Manual	Outstanding	5035
76	18768	HOUSTON LANDSCAPING	11/10/2016	PTS	01	60.00	Manual	Outstanding	5021
				Total Checks -		7,866,798.87			

Operator: DREW

WARRICK COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2016-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA

WHEREAS, Indiana Code § 36-2-3.5-4 provides that the Warrick County Board of Commissioners has the exclusive authority to negotiate and enter into contracts on behalf of Warrick County; and

WHEREAS, the Warrick County Board of Commissioners, from time to time, reviews and negotiates the various contracts wherein Warrick County or any one of its offices, departments, or divisions is a party; and

WHEREAS, Indiana Code § 5-22-3-3 provides that the Warrick County Board of Commissioners is a governmental body that may adopt rules to regulate the purchases of Warrick County; and

WHEREAS, Indiana Code § 5-22-2-25 defines "purchasing agency" as a governmental body that is authorized to enter into contracts; and

WHEREAS, Indiana Code § 5-22-2-26 defines "purchasing agent" as an individual authorized by a purchasing agency to act as an agent for the purchasing agency in the administration of the duties of the purchasing agency; and

WHEREAS, newly updated Section 31.08 of the Warrick County Code of Ordinances provides that the Warrick County Board of Commissioners is the purchasing agency for Warrick County and the Warrick County Purchasing Department is the purchasing agent for Warrick County; and

WHEREAS, any contract entered into by a Warrick County office, department, or division and not approved by the Warrick County Board of Commissioners is void; and

WHEREAS, it is in the best interest of Warrick County and its residents that selected goods and services for Warrick County and all of its offices, departments and divisions be purchased by a centralized purchasing process to promote efficiency, improve quality of services and products, and reduce expenditures for the greater good of the taxpayers of Warrick County.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Warrick County as follows:

> The Warrick County Board of Commissioners is the purchasing agency for Warrick County and pursuant to the Indiana Code and the Warrick County Code of Ordinances the Board of Commissioners has all authority to review, revise and approve the various contracts wherein Warrick County or any one of its offices, departments or divisions are a party. As

Commissioners' Resolution 2016 - 17

such, all office holders, department heads, division offices and other agents and employees of Warrick County, and all of its offices, departments and divisions shall not enter into contracts or binding agreements of any nature without first obtaining the approval of the Warrick County Board of Commissioners all in accordance with Indiana Code § 36-2-3.5-4 and Indiana Code § 5-22-3-3.

Passed and adopted by the Warrick County Board of Commissioners this 28th day of November, 2016.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Don Williams, President

Richard Reid, Vice President

Marlin Weisheit, Commissioner

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-98
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

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PURCHASE OF SERVICE AGREEMENT

This agreement, entered into this 28th of November, 2016, between Warrick County ("Customer"), and VEI Communications, Inc. (Communications Contractor) ("Contractor").

WHEREAS, Customer desires to secure and retain the services of Contractor to perform the duties, functions and work enumerated below; and

WHEREAS, Contractor desires to perform the duties, functions and work enumerated below.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

1. TERM. The term of this contract shall be 12-months, commencing 01-01-2017 to 12-31-2017. This contract shall automatically renew for an additional one-year term under the same terms and conditions contained herein unless either party notifies the other of intent to terminate not later than 45 days prior to scheduled termination date.

2. During the term hereof, Warrick County hereby engages Contractor and Contractor hereby agrees to perform services as set forth below.

3. COMPLETE MAINTENANCE

Complete maintenance provides for, and includes the following:

(A) Generally, Contractor shall maintain all the equipment indicated on Addendum "A", attached hereto and incorporated herein by reference, on the terms and conditions set forth herein.
- Contractor will use Industry Certified workers directly employed and supervised by Contractor.
- System technicians and will use all reasonable care to maintain same in proper and safe operating condition.
- Maintenance shall include the labor and parts required to repair equipment that has become defective through normal wear and usage.
- Upon receipt of a written request from Warrick County, Contractor will maintain additional units identical with any units covered by this maintenance agreement for the same monthly fees and on the same terms and conditions set forth herein.
- Maintain complete station and ancillary devices necessary to maintain the station work up to the transmission line surge protector.

(B) MAINTENANCE STANDARDS
Contractor will maintain equipment in accordance with these minimum standards:
(I) Original equipment manufactured parts or parts of equal quality will be used. Contractor must be authorized to buy said parts and equipment from the manufacturer or distributor at the standard discount.
(II) Oil, water, dust and foreign substances will be removed from the equipment.
(III) Equipment will not be subject to mechanical/physical abuse.
(IV) Equipment will be maintained at levels necessary to provide the required communication.
(V) Routine maintenance twice yearly around April 15 and October 15 will be performed by Contractor for its equipment. Requirements are as follows:

- MEASURING AND METERING: Meter and measure all essential circuits of the equipment and antenna system. Pertinent data shall be metered and logged and comparisons should be made to previous logged data, manufacturer's data and contractor's installation data. Re-tune or correct to original specifications as necessary.
- VISUAL INSPECTIONS: The equipment and the site shall be inspected for signs of degradation or damage. Correct those items within the scope of the contract.
- TOWER AND ANTENNA SYSTEMS: Visually inspect, from the ground, the tower and antenna systems. Inspect the tower and tower paint and/or lighting operation (test lighting).
- TOWER GUY WIRES: Inspect the guy anchor areas for damage, critter nesting, over hanging trees and limbs, vines, and excessive weed growth. Inspect grounding for damage. Pluck each guy wire and report possible loose conditions. Take no additional action but report to the Customer.
- DRIVEWAY & GATE: Report to county tampering of locks, severe rusting of locks, and damage to fencing.

(C) TIME & PLACE OF MAINTENANCE WORK

Maintenance work on the base stations and other fixed equipment shall be performed at the location of the equipment, and the Customer shall furnish heat, light and power at these locations. The County shall deliver mobile units, portables and other equipment to a heated Garage, where necessary maintenance and repairs will be performed and where Customer shall furnish heat, light and power as required by Contractor.

This Contract does not include furnishing of batteries or the maintenance of any transmission line, antenna, tower or tower lighting.

(D) INTERFERENCE

Radio Frequency (RF) radiation, being subject to the laws of physics, can cause harmful interference. While with proper engineering, equipment design and installation, radio systems can still produce undesired effects on other equipment and systems. This service contract does include troubleshooting and solving RF interference issues coming from a third party source. The Contractor is required to solve intra-system interference and identify and report the source of inter-system interference. If the Customer's equipment is the source of the inter-system interference, the contractor shall repair or identify the source if un-repairable.

(E) NON RESOLUTION

If specific changes are recommended by the service provider to assure equipment integrity and ultimate system quality are not resolved, damage and non-performance of the maintained system will not fall under this maintenance contract.

(F) ACTS of GOD

Lightning, Water damage, vandalism or other types of damage not related to normal conditions will not be covered under this contract. Repairs will be performed at the time of call and billed at normal service rates without previous authorization.

4. INTERRUPTION OF SERVICE. The Customer shall notify Contractor in the event of the failure of any system component. Contractor will respond at Customer location within 4 hours from the time of notification.

- Interruption of service is defined as a critical failure with infrastructure or console.
- Routine issues will be dispatched during normal business hours M-F 7:30-4:30.

5. FCC RECORDS. Applications and statements of fact when required by the Federal Communication Commission must be subscribed and sworn to by the Customer and the Customer is responsible for meeting FCC requirements. However, Contractor will provide the Customer with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting these requirements.

6. Contractor shall act as an independent contractor in providing and performing the services contemplated by this agreement. Nothing in or done pursuant to, this agreement shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between Customer

and Contractor.

7. Contractor holds itself out as an independent contractor. Contractor: is a separate and independent enterprise from the Customer; has a full opportunity to find other business; has made its own investment in its business, trade or profession; possesses the equipment, instrumentalities, materials, and office necessary to perform the work; controls the means of performing the work; and risks profit and loss as a result of the work.

8. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the Customer's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the Customer, and the Customer will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from Customer or to participate in any Customer benefit plan.

9. Customer agrees to pay Contractor as compensation for its services as set forth in Addendum A, attached hereto and incorporated herein by reference. Payment shall only be made for duties, functions and work actually and satisfactorily performed. Customer will not pay for or reimburse expenses such as supplies, equipment, office space, staff or assistants (although such costs may be built into the total cost of the agreement). Contractor will send the Customer an invoice for services to be provided during the ensuing month under the terms of this agreement, along with an itemized listing of all authorized additional charges earned during the preceding month(s). Customer will pay valid invoices within thirty (30) days of receipt.

10. Contractor shall be the dealer on record for all warranty repairs for system not yet covered by this contract. Contractor shall also be dealer of record for all warranty repairs for system.

11. Contractor retains sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

12. Any and all work product (tangible material or its intangible equivalent) shall be the sole and exclusive property of the Customer.

13. Contractor shall provide, perform and complete all duties and functions contemplated by this Agreement in an expeditious manner, consistent with the care and skill ordinarily exercised by reputable members of the profession or trade.

14. Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.

15. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by or pursuant to this Agreement.

16. Contractor shall provide comprehensive motor vehicle liability, professional liability and worker's compensation insurance coverage deemed necessary and appropriate by Customer. Contractor shall furnish certificates of insurance to the Customer evidencing the risks insured against and the limits of liability there under.

17. Contractor shall, during the full term of this Agreement, at its sole cost and expense, maintain comprehensive general liability with coverage written on an "occurrence" basis with limits not less than $2,000,000.00 for any one occurrence. Said insurance shall cover all risks incident to any activity of the Contractor in any manner connected with performance of this agreement. Each insurance policy shall name the Customer as an "additional insured". Contractor shall not begin performance of this agreement until and unless said insurance is in full force and effect.

18. Contractor agrees that it shall protect, indemnify, and hold harmless the Customer and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this Agreement. This includes payment of reasonable attorneys' fees and costs incurred by Customer.

19. During the term of this Agreement the Contractor shall comply with the applicable state and/or federal labor standards.

20. During the term of this Agreement the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

21. During the term of this Agreement Contractor shall comply with all applicable affirmative action mandates.

22. During the term of this Agreement Contractor shall comply with all applicable equal employment obligations.

23. Contractor recognizes that it may have access to confidential or proprietary information. Contractor agrees to keep such information confidential.

24. Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party.

25. Contractor shall not assign this Agreement in whole or in part. Contractor shall not assign any of its rights or obligations under this Agreement. Contractor shall not assign any payment due or to become due under this Agreement.

26. The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Agreement shall be in any way affected thereby.

27. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless, and until such is reduced to writing and executed by Customer and Contractor.

28. Customer and Contractor represents and warrants that it has carefully reviewed and fully understands this Agreement, including any attachment. This Agreement shall be binding upon and shall inure to the benefit of Customer and Contractor and upon their respective heirs executors, administrators, personal representatives, and permitted successors and assigns.

29. This Purchase of Service Agreement constitutes the entire agreement between the parties.

Labor only Maintenance.

Labor only Maintenance includes the following. All provisions from above with the exception of parts for repair of attached equipment. This Labor only Maintenance agreement provides an on call person to respond to system issues within 2 hours and if

deems necessary on site within 4 hours. All labor cost to repair units excluding acts of god will be covered under this plan.

Total cost for complete Maintenance (Parts and Labor)
$24,357. Per year

Total Cost of Labor only Maintenance (Labor Only)
$10,800 per year.

Accepted and agreed this 29 day of November, 20 16

Paul D Shepherd
VBI Communications

Federal Employee Identification Number 35-6000210

Accepted and agreed this 28th day of November, 2016.

Accepted and agreed this 28th day of November, 2016

Approved as to form this 28th day of November, 2016

Attachment A

SITE EQUIPMENT LIST INCLUDED IN THE SERVICE AGREEMENT
All equipment is subject to the terms and conditions of the Service Agreement. The list of serial numbers will be required prior to the effective date. The RF site equipment and Warrick county dispatch console service is available 24 hours 7 days a week.

Equipment		Serial number	Cost
Console			
	HDHB-4	210031479	
		209131430	
		210031481	
		210031478	
	Computers	BN11452504	
		BN11521438	
		BN11410584	
	HEADSET INT	204261094	
	RHB-1	207031236	
		206271172	
		206271190	
	IP25300	**NO SERIAL NUMBER DATA**	
Backroom equipment			
	EF Johnson	5378H0711C10144	
		5378H0711C10060	
		5378H0711C10175	
		5378H0711C10174	
		5378H0711C10127	
		5378H0711C10150	
		517031516030054	
		517031531330108	
		517031534430028	
		517031534430031	
	Mot CDM 1250	**7 TOTAL**	
	MOT ASTRO 800	**4 TOTAL**	
	PS	**2 TOTAL**	
	UPS RACK	**1 TOTAL**	
	IP223	**06031001**	
		06031002	

		06031003
		06031004
		06031005
		06031006
		06031007
		06031008
		06031009
		06031010
System at EBy		
	Repeater	474CCM0298
	Repeater	474CCM0294
	Repeater	474CCM0301
	Repeater	474CCM0299
	Repeater	474CCM0293
	Controller	505565
	Controller	505573
	Controller	505571
	Controller	505578
	Controller	505558
System At Jail		
	Repeater	474CCM0296
	Repeater	474CCM0297
	Repeater	474CCM0295
	Repeater	474CCM0300
	Controller	505572
	Controller	505578
	Controller	505574
	Controller	505579
ACU 1000		
	XTS2500	MNVPM0FA
	XTS2500	MNVPM0AA
	XTS2500	MNVPM055
	5300	45346
	5300	45380
	53SL	G10214
	NX-800	6 TOTAL
	ACU UNIT	

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AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into as of this 28th day of November, 2016, by and between the Warrick County Board of Commissioners ("Warrick County") and Alpha Laser and Imaging, ("Alpha Laser"),

WITNESSETH:

WHEREAS, Alpha Laser is qualified to provide certain services, which services are more particularly described below; and

WHEREAS, Warrick County is in need of the Services; and

WHEREAS, the City of Evansville and Vanderburgh County, Indiana, issued RFP-02-003-14 on May 19, 2014, announcing that the City of Evansville/Vanderburgh County Purchasing Department was accepting proposals for providing multi-function devices that copy, scan, fax, print and email to be used by the various departments of the City of Evansville and Vanderburgh County; and

WHEREAS, in accordance with RFP-02-003-14, and after inviting bids by public notice and accepting the bid by Alpha Laser at public hearing, the City of Evansville and Vanderburgh County, Indiana, entered into an agreement with Alpha Laser to lease and service multi-function devices for various City of Evansville and Vanderburgh County departments on December 4, 2014; and

WHEREAS, Indiana Code § 36-1-7-12(c) provides that an Indiana governmental entity may make a purchase from any other governmental entity or under another governmental entity's referenced contract if there is compliance with state purchasing law by the original purchasing unit; and

WHEREAS, Warrick County and Alpha Laser wish to form a working relationship to provide the Services, based upon the same terms and conditions as was offered and accepted by the City of Evansville and Vanderburgh County, Indiana, as more specifically provided herein.

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

1. **Definitions**

"Billing Entity" — This shall mean U.S. Bank that may bill Warrick County for lease and service obligations for any and all MFDs, and Alpha Laser that may bill Warrick County for service contract obligations for any and all MFDs, or other

entity that may bill Warrick County for lease and service costs under this Agreement as mutually agreed upon by both parties.

"Purchasing Department" — Purchasing Department shall mean Warrick County's Purchasing Agent pursuant to Warrick County Code of Ordinances Section 31.08 as may be amended from time to time.

"Initial Term" — This is considered the sixty (60) months after the Effective Date of the Agreement.

"Multifunction Devices" — A Multifunction Device (MFD or Device) shall be considered to be any of the devices listed in Exhibit A and for which lease and/or purchase and/or Per Click Charges are provided. Though priced separately, accessories or options are considered a part of MFD to which they are attached.

"Offices and Departments" – All Warrick County offices and departments that shall be provided with upgraded MFDs under this contract as more particularly described herein and in the exhibits attached hereto.

"Per Click Charge" — This is the charge for each impression or print made by the Device which serves to cover the costs of the service and maintenance of each MFD incurred by Alpha Laser. This includes copies or printouts, but does not include scans. There may be a separate Per Click Charge for color and non-color prints.

2. **Services**

Alpha Laser agrees to provide the following services:

A. **Multifunction Devices--Equipment**

Warrick County intends to lease MFDs for various Warrick County Offices and Departments in accordance with Exhibit B. The items highlighted in Exhibit B indicate those MFDs which are proposed to be updated and replaced for Warrick County within sixty (60) days of the effective date of this Agreement. All other MFDs will be replaced and leased to Warrick County as the existing service contracts for those Warrick County Offices and Departments expire in accordance with Exhibit B. The timing and selection of each MFD to be replaced and leased under this contract shall be in the sole and absolute discretion of the Purchasing Department as needs arise amongst the various offices and departments of Warrick County. Alpha Laser shall provide only those devices as requested and approved by the Purchasing Department.

B. **Network Infrastructure and Updates**

Alpha Laser shall ensure that all network MFDs, print drivers and device management utilities installed under this Agreement are fully compatible with Warrick County's network environment at the time of installation. Throughout the term of this Agreement, Alpha Laser shall perform such updates as are necessary to ensure the MFDs and all associated utilities remain compatible with

Warrick County's network environment. These updates will be done at no cost to Warrick County.

C. **Scanning Functionality**

At a minimum, all MFDs shall provide the following scanning functions: (i) scan to email, and (ii) scan to desktop. The MFDs shall also provide LDAP authentication functionality in order to enable users to scan and send documents to any email address in any Warrick County employee's address book.

D. **Fax Functionality**

All MFDs shall integrate with Warrick County's existing FAX server to allow the receipt and transmission of FAX documents. Unless specifically noted, MFDs supplied under the Agreement will not have, imbedded, the ability to use an external telephone connection to provide FAX capability.

E. **Delivery**

The pricing defined in this Agreement includes delivery and installation at the designated destination. No additional monies will be paid for delivery or installation.

All equipment shall be new, assembled, serviced, adjusted, and demonstrated to the satisfaction of Warrick County that they are in perfect mechanical and operating condition. The equipment will be accepted only after the delivery requirements have been met. The seller shall assume full responsibility for the equipment until accepted.

F. **Condition of Devices Being Installed**

In the Initial Term of the Agreement, all equipment, parts and consumables furnished under this Agreement shall be new, being used for the first time, and not refurbished, rebuilt, remanufactured or otherwise having been previously used in any manner.

Following completion of the Initial Term Alpha Laser may, with the approval of the Purchasing Department, install MFDs that have been previously installed but that have been reconditioned prior to their installation at Warrick County Offices and Departments.

Regardless of when MFDs are installed under this Agreement, all units must meet or exceed to the applicable specifications set forth in this Agreement.

G. **Adding Devices**

At any time during the term of the Agreement, Warrick County may choose to add MFDs under the terms of the Agreement. The addition of any units will not in any way renew or extend the term of this Agreement.

Additional MFDs may be added at the cost established in the Agreement. Warrick County reserves the right to upgrade, downgrade, relocate or eliminate

any MFD at no additional charge and at any time during the contract if the needs/usage requirements of the using department change.

Any machines placed into service after the initial installations will have the same length of lease period as those installed as part of the initial installation.

All requests for MFDs will be generated by the Purchasing Department.

H. **Substituting For Discontinued Device Models**

Should an MFD model originally specified under this Agreement be discontinued by the manufacturer, Alpha Laser may, with the written approval of the Purchasing Department, substitute a current model when it is necessary to add units or replace units.

Substituted model(s) must be of equal or greater capability as the model to be replaced and must be offered at the same per-impression cost as the original model. Alpha Laser must request and receive written approval from the Purchasing Department prior to installation of any substituted model.

I. **Invoicing and Reporting**

On a monthly basis, Alpha Laser shall provide the Purchasing Department or the Offices and Departments with the following invoice services:

(1) A consolidated invoice and a master activity report (MAR) detailing the past month's activity and including year to date summaries. The MAR should include all site activities displayed by department account, machine identification number, beginning and ending meter, color and monochrome copy volumes extended with the cost per page and cost per device to achieve a total monthly cost per machine. Each individual department account shall be totaled together. Any service calls during the month should also be summarized within the report. A total monthly cost of all machines shall be included. This consolidated invoice and the MAR shall be submitted electronically to the Purchasing Department or any other Office or Department as directed by the Purchasing Department from time to time.

(2) A separate invoice to each and every Office and Department as identified by the Purchasing Department in order to allow each Office and Department to track and monitor its expenses and cost outlays for each and every MFD provided for under this Agreement.

(3) To the extent possible and when possible, the Purchasing Department may elect to receive consolidated billings during the Term of this contract with thirty (30) days advanced notice.

J. **Payments**

The Offices and Departments shall make their monthly payments for all charges under the Agreement to the extent required and as identified by the Purchasing Department. These payments will be made to the Billing Entity and will include lease payments and Per Click Charges. It shall be the responsibility of the Billing Entity to make any payments to other parties for goods or services Warrick County receives under the Agreement. Alpha Laser will designate a Billing Entity at the initiation of the Agreement and may, without notification to Warrick County, change the Billing Entity at any time during the term of the Agreement.

There will be no late fees charged to Warrick County for services furnished pursuant to this Agreement. The terms of payment for any lease of MFDs entered into by Warrick County shall be governed by the respective lease agreement, which shall be substantially in conformance with Exhibit C.

K. **Meter Reporting**

Alpha Laser shall be responsible for collecting meter readings from all installed MFDs in order to fulfill their invoicing and reporting requirements. At no time shall Warrick County or its employees be responsible for reporting or gathering meter data from the MFDs. It is anticipated that Alpha Laser will use an automated method for collecting meter data and Warrick County will make all reasonable accommodations to assist in allowing that functionality.

In addition to the Master Activity Report cited above, Alpha Laser shall provide Warrick County with such reporting as may be reasonably requested. Data for reporting may include, but not be limited to: Device identification number, location, administrative department location name, applicable cost, total number of prints for the device broken out by individual user/department code and by black & white or color, total number of prints for the device and for each individual user/department code, number of fax receptions (if applicable) for the device and for each individual user/department code, number of service calls, number of preventive maintenance calls performed, actual response time for each required service call after notification from the Purchasing Department, total uptime hours and the Device's resulting uptime percentage for the month.

In order to avoid confusion and duplication of efforts, all reporting requests to Alpha Laser must be submitted by the Purchasing Department. Alpha Laser should not honor report requests from any other source.

L. **Support**

Alpha Laser will provide support for MFD users by providing contact information on every installed machine. Any user may use that contact information to report a problem or request assistance with the operation of the

MFD. Such support shall be accessible during the normal business hours of Warrick County Offices and Departments.

Any device covered under the Agreement shall have a label affixed prominently to the machine showing contact phone number for service and supplies.

Alpha Laser is at all times responsible for the installation and support of all IVIFDs covered under this Agreement. The Purchasing Department will assist and supervise Alpha Laser in installing the MFDs and any associated device drivers and utilities on the network.

Alpha Laser shall also provide the Purchasing Department with a software management utility that can display the operational status of all MFDs covered under the Agreement.

M. **Preventive Maintenance**

It shall be the responsibility of Alpha Laser to perform preventive maintenance (PM) services for each MFD installed under this Agreement in accordance with the recommendations of the Device's manufacturer.

PM activities must be coordinated with the designated key operator for each Device so as to minimize disruptions in work activities.

Consumables such as toner cartridges/bottles, staple cartridges, paper and waste removal from finishers, are considered end user serviceable components. Training for end users should include direction on how those items are placed. All other components will be serviced/replaced by Alpha Laser.

N. **Service Technicians**

To work on MFDs covered by the Agreement, Alpha Laser shall utilize technicians factory-trained on the Device(s) they will be servicing. Alpha Laser shall provide as many technicians as necessary to properly respond to service calls from Warrick County so as to maintain installed Devices in keeping with the uptime and response time provisions of this Agreement.

While at any Warrick County facility all technicians must be in appropriate company uniform, with the company name visibly displayed. Technicians must maintain a professional appearance and demeanor while at any Warrick County facility and must be cognizant of the fact that they are entering administrative and public areas. They must be aware of the fact that they may encounter citizens at any time and must conduct themselves appropriately.

If for any reason Warrick County believes that the spirit of these requirements are not being followed, Warrick County will request intervention from Alpha Laser management. If an individual technician repeatedly ignores these

requirements, Warrick County may require that this technician no longer service Warrick County Devices.

All Alpha Laser personnel must coordinate their activities with a facility's administrative or security personnel and abide by the access requirements for that facility.

O. **Service Calls**

Alpha Laser shall provide full support for all Devices installed under this Agreement during the normal business hours of Warrick County Offices and Departments. Service technicians and support personnel must be available to Warrick County during normal working hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except for Warrick County holidays.

Service calls will be submitted to the Alpha Laser dispatch center via a toll-free service hotline. Calls made during the normal business hours of Warrick County Offices and Departments will be answered by a live operator. Calls made outside of normal business hours may receive a recorded response. Alternatively, service calls may be submitted via email through a designated web site provided for Warrick County's use.

Alpha Laser's service technicians are not, under any circumstances, to give out cell phone or pager numbers to Warrick County personnel, as all service calls or emails from Warrick County's authorized personnel are to be logged and tracked via Alpha Laser's off-site service dispatch system for service reporting purposes.

During each service call, a record of the number of impressions made by the technicians shall be kept. The number of impressions produced by service technicians during any given month shall be tracked and reported by Alpha Laser to Warrick County. Warrick County shall receive a credit for technician-generated impressions, which shall be deducted from Warrick County's monthly volume.

P. **Training.**

Alpha Laser shall provide, at no additional cost to Warrick County, all training required for the operation of any Device covered under the Agreement.

During the initial deployment of Devices under this Agreement it is anticipated that Alpha Laser will conduct monthly training sessions. These sessions are intended for those areas that will be receiving an MFD in the coming month, but other users will be accommodated as space and time allows.

These initial training sessions will cover:

i) A detailed explanation of the copy, print, scan and fax features of the system(s) installed;
ii) Hands-on training using the copy, print, scan and fax capabilities of the system installed;
iii) Secure printing and pull print functionality;
iv) Question and answer period; and
v) Providing summary user guides ("Quick Tip sheets"), comprehensive user manuals, DVD and/or on-line training videos, and other appropriate support materials.

Users shall have readily available on or near the machine, documentation providing detailed instructions on the operation of the Device, with procedures for clearing jams, loading toner, etc.

Q. **Loaner Devices.**
In the event that repairs cannot be completed on a Device within eighteen (18) working hours (two business days) from the time that the first service call is placed, a loaner Device with functionality comparable to the failing device shall be provided by Alpha Laser whether or not an official request has been made by Warrick County. That loaner device shall be in place no later than eighteen (18) hours from the placement of the service call. Time from the placement of the service call to the installation of the loaner shall be considered Downtime Hours.

R. **Green Requirements.**
During the term of this Agreement, Warrick County may be utilizing recycled paper using thirty percent (30%) post-consumer waste content. Alpha Laser affirms that the use of this recycled paper by Warrick County will not cause the Devices to perform below the Uptime Percentage set forth in this Agreement.

All MFDs installed under this Agreement must meet the United States Energy Protection Act (EPA) Energy Star guidelines for Multifunctional Imaging Devices. Duplexing and Black/White MFDs installed under this Agreement.

Alpha Laser must provide a toner bottle/cartridge recycling program for Warrick County. In all Warrick County locations, Alpha Laser representatives must either pick up all spent toner cartridges or provide a postage-paid return label for the purpose of recycling toner bottle/cartridges.

S. **Parts, Supplies and Consumables**
Alpha Laser shall exclusively utilize the manufacturer's officially approved OEM parts, supplies and consumables in all Devices installed under the Agreement unless receiving written approval from the Purchasing Department prior to their use.

T. **Stocking of Supplies and Parts at Warrick County Buildings**
At their sole discretion, Alpha Laser may wish to store supplies and parts at Warrick County locations. Upon request from Alpha Laser, Warrick County will make reasonable efforts to accommodate such a request. Storage will be in mutually agreed to, secure locations. Alpha Laser agrees to keep all supplies and parts stocked in a neat and orderly fashion, to not store hazardous materials at any Warrick County location, and to obey all local fire codes and all other safety regulations.

At no time under this Agreement will Alpha Laser charge Warrick County for delivery of any parts or supplies.

U. **Installation Site Inspection**
Alpha Laser will perform an inspection of each MFD installation site prior to installing a Device under this Agreement for the purpose of ensuring the electrical service, network connectivity and floor space will accommodate the model of the Device to be installed. In most instances, there is already a similar device installed and so site modification or extraordinary preparation should not be required.

If electrical service or network connectivity changes are required they will be the responsibility of Warrick County. However, Alpha Laser will notify Warrick County in writing of any electrical, network or other facility modifications noted during the inspection. Any proposed modification to the space must conform to OSHA requirements, applicable City and/or Warrick County code and receive prior approval.

V. **Service Guarantee**
Alpha Laser guarantees that all MFDs installed under the Agreement will have a minimum annual Uptime Percentage of ninety-five percent (95%).

Uptime Percentage for each Device shall be calculated using the following method:
a). Calculate the Total Hours by taking the number of days that Warrick County Offices and Departments were open (the number of weekdays minus the number of Warrick County holidays) multiplied by the number of hours Warrick County Offices and Departments are open for business (nine).
b). Calculate Available Hours by subtracting the number of Downtime Hours from the Total Hours.
c). Uptime Percentage is then calculated by dividing the Available Hours by the Total Hours and will be carried to one decimal place, e.g. 96.5%.

Lost availability shall be considered Downtime Hours when (i) the Device is inoperable or unable to perform the specified functions; or (ii) a specific

capability (i.e., duplexing, document feeding, scanning or finishing as if so equipped) specified in this Agreement is not functioning to manufacturer's specifications; or (iii) the quality of the images produced is unreadable or unacceptable for Warrick County's use. Time where the device is unavailable due to preventive maintenance work or due to customer negligence or abuse will be tracked and reported by Alpha Laser, but will not be included in the number of Downtime Hours used for the Uptime Percentage calculation.

Alpha Laser shall calculate and report the Uptime Percentage for each Device for the following periods: Calendar Month, Previous twelve (12) Months, Year-To-Date (where the year is based on installation anniversary, not calendar year).

For each machine that fails to meet this minimum Uptime Percentage Alpha Laser will provide a two hundred dollars ($200) Availability Credit to Warrick County. For purposes of the Availability Credit the Uptime Percentage for the twelve (12) months following installation, or the anniversary of installation, will be used.

Alpha Laser will replace, at no charge to Warrick County, any MFD that has five (5) or more service calls within any 60-day period. Any Device that is replaced under this provision will retain the lease end date of the Device being replaced.

For each service call, Alpha Laser will have a technician begin work on the Device in question within four (4) business hours from the time that the service call is placed. The response time metric will calculated from the time the initial call is placed to the time the technician begins work on the Device. While Warrick County recognizes that Alpha Laser may attempt to resolve the reported problem over the phone, that time does not factor into the four (4) hour response time calculation.

W. **De-Installation**
Warrick County shall be responsible for de-installing and removing all MFDs and Devices installed pursuant to this Agreement and returning said MFDs and Devices to the leasing company in accordance with Exhibit C.

3. Term of Agreement & Termination of Agreement.
The Initial Term of this Agreement will be for sixty (60) months beginning on the effective date. After expiration of the Initial Term, Warrick County shall have the option of extending the Agreement using one (1) year extensions. Warrick County may invoke no more than two (2) of these extensions. Warrick County may also, at the time of expiration of the Initial Term or any of the extensions, continue the Agreement on a month-to-month basis. Pricing during any extension or month-to-month phase of the Agreement shall be at the initially accepted pricing unless otherwise agreed to by both parties.

Either Warrick County or Alpha Laser may terminate the Agreement at the end of the Initial Term, at the end of any extension that may be applied, or at any time during month-to-month

phase by providing the other party with written notice no less than 60 (sixty) days in advance of the termination date. An agreement for the lease of an MFD by Warrick County shall terminate according to the terms of the respective lease agreement and as more particularly described in Exhibit C.

4. Cost
The details regarding pricing for machines proposed under the Agreement is contained in Exhibit A. The pricing shown in Exhibit A includes all supplies defined in the Agreement, except for paper.

5. Indemnification.
Alpha Laser shall indemnify and hold harmless Warrick County and its agents, officers, employees, and representatives, of, from and against all claims, liabilities, costs, judgments, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of Alpha Laser, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against Warrick County, or any of their agents or employees by any employee of Alpha Laser, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful vendor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

6. Relationship of Parties
Notwithstanding any provision to the contrary contained herein, no relationship of employer and employee is created by this Agreement, it being understood that Alpha laser and its agents and employees will act as independent contractors and shall not have any claim under this Agreement or otherwise against Warrick County for vacation pay, sick leave, retirement benefits, Social Security, Workers Compensation, disability or unemployment insurance benefits or employee benefits of any kind.

7. Confidentiality
Alpha Laser recognizes that some of Warrick County's data is and must be kept confidential pursuant to federal and state law and agrees to maintain and preserve such confidentiality at all times.

8. Insurance.
Alpha Laser shall carry in its own name, at its own cost, the following insurance or self-insurance listed below.

Prior to commencement of work under the Agreement, Alpha Laser shall furnish Warrick County documentation that the required insurance is at all times in full force and effect. Warrick County shall be carried as an additional named insured thereunder and Alpha Laser shall provide Warrick County proof thereof.

A. **Commercial General Liability Coverage**

Limits	Coverage Description
$1,000,000	Each Occurrence - Bodily Injury and Property Damage
$2,000,000	General Aggregate
$2,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury

B. **Workers Compensation**

Limits	Coverage Description
As Required	Workers' Compensation
$500,000	Employer's Liability - Each Accident
$500,000	Employer's Liability - Disease-Policy Limit
$500,000	Employer's Liability - Disease-Each Employee

C. **Automobile Liability**

Limits	Coverage Description
$1,000,000	Any automobile

D. **Excess/Umbrella Liability**

Limits	Coverage Description
$1,000,000	Each Occurrence
$2,000,000	Aggregate

E. **Professional Liability Errors & Omissions**

Limits	Coverage Description
$1,000,000	Each Occurrence

9. Warrick County Policies
Alpha Laser shall cause all of its agents, employees or personnel providing services hereunder to observe and comply with all rules, policies, standards and guidelines of Warrick County as may be adopted and amended from time to time by Warrick County, including but not limited to building security issues, in addition to those of Alpha Laser.

10. Modification and Waiver
A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. A waiver by either party of any breach or default in the performance of any of the provisions of this Agreement on the part of the other shall not constitute a waiver of any subsequent breach or default on the part of either party.

11. Severability and Invalid Provisions
If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and deemed omitted, but shall not invalidate the remaining provisions hereof.

12. Assignment
The parties agree that the duties to be performed hereunder by Alpha Laser are professional in nature, and that this Agreement may not be assigned by Alpha Laser, nor its duties delegated to others, without the advanced written consent of Warrick County.

13. Notices
All notices to be given under this Agreement shall be in writing and shall be deemed to have been given and served when delivered in person or mailed postage pre-paid, to the addressee party at the following addresses:

For Warrick County:
Joe Grassman
Warrick County Purchasing Department
Old Courthouse
107 West Locust, Suite 301
Boonville, IN 47601

For Alpha Laser and Imaging:
Jason Althaus
Executive Partner/VP of Sales
Alpha Laser and Imaging
5815 Metro Centre Drive
Evansville, IN 47715

14. Successors
All the obligations, conditions, terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, administrators, executors, successors, permitted assigns, subsidiaries, officers, directors and employees.

15. Conflict of Interests
Private and non-profit corporations are bound by state statute regarding conflicts of interest by employees in the conduct of state agreements. A completed non-collusion certificate must accompany the signing of the Agreement.

16. Non-Discrimination
In connection with the performance of work under the Agreement, Alpha Laser agrees not to discriminate against any student, employee or applicant for employment because of age, race, religion, color, handicap, sex, sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Alpha Laser further agrees to take affirmative action to insure equal employment opportunities. If present on the premises, Contractor, including all employees and agents, shall agree to abide by, and comply with, all County, federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination. Contractor further agrees that employees and agents, while on Warrick County's premises, shall comply with and observe all applicable rules and regulations concerning conduct on Warrick County's premises, which are imposed upon Warrick County's employees and agents.

17. Endorsement
Unless specifically authorized in writing by Warrick County on a case by case basis, Alpha Laser shall have no right to use, and shall not use, the name of Warrick County, its officials or employees, or the seal or marks of Warrick County in advertising, publicity, or promotion, or to express or imply any endorsement of Alpha Laser's supplies or services.

18. Funding
Warrick County represents that, as of the date of the Agreement, funds sufficient to pay immediate financial obligations under the Agreement have been allocated and are available. However, Warrick County is a publicly funded entity and its ongoing financial obligations are subject to allocation of funds by parties not controlled by Warrick County. In the event, through no action initiated by Warrick County, the legislative body of the State of Indiana does not appropriate sufficient funds allowing for the continuation of the Agreement for any fiscal year, in whole or part, and there are no finds from other sources to continue, the Agreement may be terminated by Warrick County.

19. Choice of Law and Venue
Any and all actions or proceedings arising out of, or related to, this Agreement and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana.

Execution of this Agreement constitutes consent and stipulation to jurisdiction and venue in the courts of Warrick County, Indiana, concerning all litigation and proceedings arising out of or related to this Agreement and any resulting contract.

20. Entire Agreement
This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

21. Incorporated By Reference
The City of Evansville/Vanderburgh County, Indiana, RFP-02-003-14 and the contract resulting therefrom are incorporated by reference and made a part of this Agreement.

22. Compliance With Laws
In connection with the furnishing of equipment, supplies or performance of work under the contract, Alpha Laser agrees to comply with all applicable Federal, State, County and City laws, ordinances and regulations. Alpha Laser must possess the necessary occupational license(s) to perform such work.

23. Equal Employment Opportunity
The Equal Employment Opportunity Statement included herein is a condition of the bid. Alpha Laser must comply with the equal employment opportunity condition in the execution of the Agreement.

24. E-Verify Program
Pursuant to Indiana Code 22-5-1.7-11 (b) (2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

"Warrick County"

Warrick County Commissioners

Don Williams, President

"Alpha Laser"

Jason Althaus, VP of Sales

Marlin Weisheit

Richard Reid

ATTEST:

Deborah K. Stevens, Auditor

(Remainder of Page Intentionally Blank)

IMAGING ALPHA LASER

Warrick County, IN Pricing Summary – Exhibit A

AVAILABLE EQUIPMENT

COLOR

MPC3004 – 30PPM Color Copier up to 11x17"
Base charge: $73.50/Month
B/W click charge: $0.005 each
Color click charge: $0.045 each

Additional options for Lanier MPC3003:
Fax Option — Add $4.87 / Month
SR3130 500 Sheet Output Staple Finisher — Add $6.03 / Month
SR3140 1,000 Sheet Output Staple Finisher, Bridge Unit — Add $13.66 / Month
SR3150 1,000 Sheet Output Booklet Finisher, Bridge Unit — Add $18.38 / Month
PB3220 2x550 Paper Feed Unit — Add $7.56 / Month

MPC2004 – 20PPM Color Copier up to 11x17"
Base charge: $62.33/Month
B/W click charge: $0.005 each
Color click charge: $0.045 each

Additional options for Lanier MPC2003:
Fax Option — Add $6.18 / Month
SR3130 500 Sheet Output Staple Finisher — Add $7.64 / Month
PU3040 Punch Unit — Add $5.25 / Month
PB3220 2x550 Paper Feed Unit — Add $9.58 / Month

MPC306 – 31PPM Color Copier up to 8.5x14"
Base charge: $48.07/Month
B/W click charge: $0.005 each
Color click charge: $0.045 each

Additional options for Lanier MPC306:
PB1050 1x550 Paper Feed Unit(up to 3 additional) — Add $5.52 / Month

REVISED 10.31.16 RB

IMAGING ALPHA LASER

B/W

MPC5054 – 50PPM B/W Copier up to 11x17"
Base charge: $63.82/Month
B/W click charge: $0.005 each

Additional options for Lanier MP5054:
Fax Option — Add $4.69 / Month
SR3130 500 Sheet Output Staple Finisher — Add $6.03 / Month
SR3160 2,000 Sheet Output Staple Finisher, Bridge Unit — Add $20.90 / Month
SR3170 2,000 Sheet Output Booklet Finisher, Bridge Unit — Add $26.93 / Month
PU3040/PU3050 Punch Unit — Add $5.69 / Month
PB3220 2x550 Paper Feed Unit — Add $7.56 / Month

MP3054 – 30PPM B/W Copier up to 11x17"
Base charge: $62.76 /Month
B/W click charge: $0.005 each

Additional options for Lanier MP3054:
Fax Option — Add $5.95 / Month
SR3130 500 Sheet Output Staple Finisher — Add $7.64 / Month
SR3140 1,000 Sheet Output Staple Finisher, Bridge Unit — Add $17.33 / Month
SR3150 1,000 Sheet Output Booklet Finisher, Bridge Unit — Add $23.31 / Month
PU3040/PU3050 Punch Unit — Add $7.21 / Month
PB3220 2x550 Paper Feed Unit — Add $9.58 / Month

MP301SPF – 31PPM B/W Copier up to 8.5x14"
Base charge: $31.56/Month
B/W click charge: $0.005 each

Additional options for Lanier MP301SPF:
PB1040 1x550 Paper Feed Unit(up to 3 additional) — Add $4.09 / Month

REVISED 10.31.16 RB

RICOH APPLICATION NO. AGREEMENT NO. provided by: **US bank.** EQUIPMENT FINANCE

Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 - Marshall, MN 56258 - Phone: (800) 328-5371 - Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 - St. Louis, MO 63179-0448

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

CUSTOMER INFORMATION
FULL LEGAL NAME — STREET ADDRESS
CITY — STATE — ZIP — PHONE — FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) — BILLING STREET ADDRESS
CITY — STATE — ZIP — E-MAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION
NAME OF SUPPLIER — STREET ADDRESS
CITY — STATE — ZIP — PHONE — FAX

EQUIPMENT DESCRIPTION
MAKE/MODEL/ACCESSORIES — SERIAL NO.

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

TERM AND PAYMENT SCHEDULE
Term in _____ Months Payments* of $ _____ *plus applicable taxes*
*The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS
You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with $1.00 or $101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.
☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. ____ Customer's Initials
☐ 1) Purchase the Equipment for $1.00, or 2) Return the Equipment per paragraph 3. ____ Customer's Initials

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

LESSOR ACCEPTANCE
U.S. Bank Equipment Finance
LESSOR — SIGNATURE — TITLE — DATED

CUSTOMER ACCEPTANCE
By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.
X
CUSTOMER (as referenced above) — SIGNATURE — TITLE — DATED
FEDERAL TAX I.D. # — PRINT NAME

ACCEPTANCE OF DELIVERY
You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.
X
CUSTOMER (as referenced above) — SIGNATURE — TITLE — DATE OF DELIVERY

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

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

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

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

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

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

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

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

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

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

27542 Page 2 of 2 Rev. 12/02/2011

DEDICATION OF RIGHT OF WAY

We, the Board of Commissioners, Warrick County, Indiana, the owners of certain Real Estate as herein described, do hereby dedicate the same public right of way for public use as a public road as more particularly described in the referenced Warranty Deed attached hereto:

1. Warranty Deed from Maken Corporation ("Grantor") to Warrick County, Indiana, by and through the Warrick County Board of Commissioners ("Grantee") and recorded as Instrument Number 2016R-011327 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 this 12th day of DECEMBER, 2016.

Don Williams

Rick Reid

Marlin Weisheit

ATTEST:

Debbie Stevens, Auditor, Warrick County

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 12 day of December, 2016.

My Commission Expires:
April 19, 2017

My County of Residence:
Warrick

Notary Public

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 12 day of December, 2016.

My Commission Expires:
April 19, 2017

My County of Residence:
Warrick

Notary Public

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

No recording fee shall be charged pursuant to I.C.8-23-23-1 transaction exempt from sales disclosure requirements under I.C. 6-1.1-5.5-2.

L:\LD\DOCS\27344\REALEST\16L0534.DOCX

2016R-011327
YVONNE HUGHES
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
12/05/2016 11:05 AM
REC FEE: 34.00
PAGES: 5

WARRANTY DEED

THIS INDENTURE WITNESSETH, That **MAKEN CORPORATION**, of Warrick County, Indiana (hereafter "Grantors") do hereby convey and warranty to **WARRICK COUNTY, INDIANA BY AND THROUGH THE WARRICK COUNTY BOARD OF COMMISSIONERS** (hereafter "Grantee") for One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, certain real estate situated in Warrick County, State of Indiana, and more particularly described as follows:

Part of the Southwest Quarter of the Southeast Quarter of Section 18, Township 6 South Range 8 West of the Second Principal Meridian, Boon Township, Warrick County, Indiana being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of the Southwest Quarter of Section 18, Township 6 South, Range 8 West; thence along the south line thereof, South 88 degrees 47 minutes 24 seconds East 2281.59 feet to the southwest corner of a tract of land conveyed to the Warrick County Board of Commissioners, recorded in Document No. 2015R-007853 in the office of the Recorder of Warrick county, Indiana; thence along the Board of Commissioners tract the following two (2) courses, 1) North 33 Degrees 56 minutes 04 seconds West 97.83 feet to the north right-of-way line of Oak Grove Road; 2) thence along the north right-of-way line of Oak Grove Road, South 88 degrees 47 minutes 24 seconds East 976.87 feet to the point of curvature of a curve to the left, concave to the northwest having a radius of 25.00 feet and a delta angle of 90 degrees 00 minutes 00 seconds from which the long chord bears North 46 degrees 12 minutes 36 seconds East 35.36 feet, said point being the POINT OF BEGINNING; thence along the arc of said curve 39.27 feet; thence North 01 degrees 12 minutes 36 seconds East 78.92 feet to the point of curvature of a curve to the right, concave to the east, having a radius of 530.00 feet and a delta angle of 33 degrees 54 minutes 23 seconds from which the long chord bears North 18 degrees 09 minutes 47 seconds East 309.09 feet; thence along the arc of said curve 313.64 feet; thence North 35 degrees 06 minutes 59 seconds East 459.17 feet to the point of curvature of a curve to the left, concave to the northwest, having a radius of 470.00 feet and a delta angle of 19 degrees 02 minutes 15 seconds from which the long chord bears North 25 degrees 35 minutes 52 seconds East 155.45 feet; thence along the arc of said curve 156.16 feet; thence North 16 degrees 04 minutes 45 seconds East 294.18 feet to a point on the north line of the Southwest Quarter of the Southeast Quarter of said Section 18; thence along said north line, South 88 degrees 55 minutes 15

Duly Entered For Taxation Subject
To Final Acceptance For Transfer

DEC 05 2016

WARRICK CO. AUDITOR

seconds East 62.12 feet; thence South 16 degrees 04 minutes 45 seconds West 310.25 feet to the point of curvature of a curve to the right, concave to the northwest, having a radius of 530.00 feet and a delta angle of 19 degrees 02 minutes 15 seconds from which the long chord bears South 25 degrees 35 minutes 52 seconds West 175.29 feet; thence along the arc of said curve 176.10 feet; thence South 35 degrees 06 minutes 59 seconds West 459.17 feet to the point of curvature of a curve to the left , concave to the east, having a radius of 470.00 feet and a delta angle of 33 degrees 54 minutes 23 seconds from which the long chord bears South 18 degrees 09 minutes 47 seconds West 274.10 feet; thence along the arc of said curve 278.14 feet; thence South 01 degrees 12 minutes 36 seconds West 75.70 feet to the point of curvature of a curve to the left, concave to the northeast, having a radius of 25.00 feet and a delta angle of 94 degrees 18 minutes 03 seconds from which the long chord bears South 45 degrees 56 minutes 26 seconds East 36.66 feet; thence along the arc of said curve 41.15 feet to the north right-of-way line of Oak Grove Road; thence along the north right-of-way line of Oak Grove Road, South 86 degrees 54 minutes 33 seconds West 7.87 feet to the point of curvature of a curve to the right, concave to the north, having a radius of 960.00 feet and a delta angle of 04 degrees 18 minutes 03 seconds from which the long chord bears South 89 degrees 03 minutes 34 seconds West 72.04 feet; thence along the arc of said curve 72.06 feet; thence North 88 degrees 47 minutes 24 seconds West 32.03 feet to the point of beginning, containing 82,306 square feet (1.89 Acres) more or less.

Subject to all easements, restrictions, and rights-of-way of record.

The described Real Estate herein is illustrated in Exhibit A, which is incorporated hereto as if fully set forth herein. Grantor hereby specifically acknowledges and agrees that the Real Estate is conveyed in fee simple absolute, subject to any and all easements, conditions and restrictions of record, and that no reversionary rights whatsoever shall remain with the Grantor, or any successors in title to the abutting lands of the Grantor, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/transfer by the Grantee or its successors in title, of a portion or all of the Real Estate or any right-of-way, roadway or roadway appurtenances established thereon. This acknowledgement and agreement shall be a covenant running with the land and shall be perpetual and binding upon the Grantor and all successors and assigns. The Grantor warrants it is the owner in fee simple of the Real Estate hereby conveyed and has good title to convey the same.

IN WITNESS WHEREOF, the said Grantor, **MAKEN CORPORATION** has hereunto set its hand and seal this 29th day of November, 2016.

MAKEN CORPORATION

By: Daniel J. Ubelhor
Daniel J. Ubelhor, President

STATE OF INDIANA)
COUNTY OF Warrick) SS:

Before me, the undersigned, a Notary Public in and for said County and State, appeared **MAKEN CORPORATION** by and through Daniel J. Ubelhor solely in his capacity as President, who acknowledged the execution of the foregoing Warranty Deed for and on behalf of said Grantor; and who having been duly sworn, stated that the representations therein contained are true.

Subscribed and sworn to before me this 29th day of November, 2016.

My Commission Expires: August 5, 2018

Bret A. Sermersheim
Signature of Notary Public

My County of Residence: Vanderburgh

Bret A. Sermersheim
Printed Name of Notary Public

Mail tax duplicates to: Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

Grantor: Maken Corporation
3922 Bell Road
Newburgh, IN 47630

Grantee: Warrick County, Indiana by and through the
Warrick County Board of Commissioners
107 West Locust Street, Suite 301
Boonville, IN 47601

BRET A. SERMERSHEIM COMMISSION NOTARY SEAL PUBLIC 619047 STATE OF INDIANA

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This instrument was prepared by Thomas J. Kimpel, Bamberger, Foreman, Oswald & Hahn, LLP, 20 N.W. 4TH Street, Post Office Box 657, Evansville, Indiana 47708, Phone: (812) 425-1591. 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. Thomas J. Kimpel

No recording fee shall be charged pursuant to I.C. 8-23-23-1; transaction exempt from sales disclosure requirement under I.C. 6-1-1-5.5-2.

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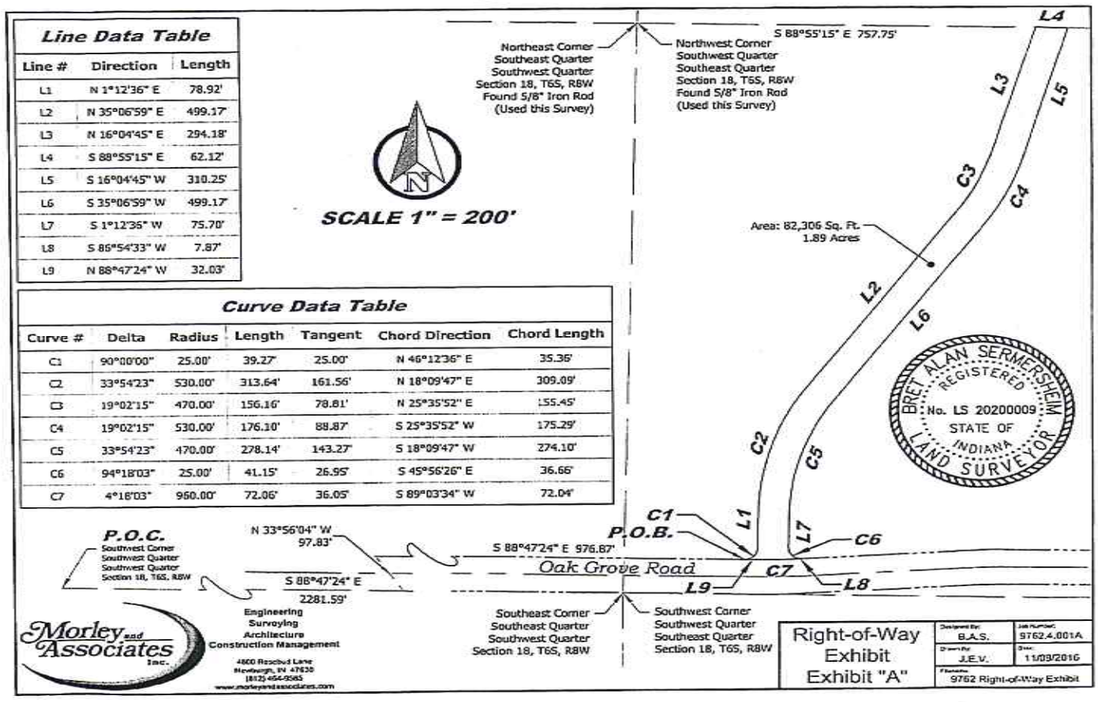
EXHIBIT "A"



Line Data Table

Line #	Direction	Length
L1	N 1°12'36" E	78.92'
L2	N 35°06'59" E	499.17'
L3	N 16°04'45" E	294.18'
L4	S 88°55'15" E	62.12'
L5	S 16°04'45" W	310.25'
L6	S 35°06'59" W	499.17'
L7	S 1°12'36" W	75.70'
L8	S 86°54'33" W	7.87'
L9	N 88°47'24" W	32.03'

Curve Data Table

Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	90°00'00"	25.00'	39.27'	25.00'	N 46°12'36" E	35.36'
C2	33°54'23"	530.00'	313.64'	161.56'	N 18°09'47" E	309.09'
C3	19°02'15"	470.00'	156.16'	78.81'	N 25°35'52" E	155.45'
C4	19°02'15"	530.00'	176.10'	88.87'	S 25°35'52" W	175.29'
C5	33°54'23"	470.00'	278.14'	143.27'	S 18°09'47" W	274.10'
C6	94°18'03"	25.00'	41.15'	26.95'	S 45°56'26" E	36.66'
C7	4°18'03"	960.00'	72.06'	36.05'	S 89°03'34" W	72.04'