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

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

Commissioner Richard Reid was not in attendance.

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

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

PLEDGE OF ALLEGIANCE

Don Williams: We have some Area Planning business. We'll start with that. Sheila?

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
COMMERCIAL DRIVEWAY C-15-092

Sheila Lacer: Alright, first on our agenda is the Commercial Driveway C-15-092, by Delta Properties, LLC. Evan Beck is the Member. It's Lot 8 in North Warrick Industrial Park. We are holding thirty-eight thousand four hundred nineteen dollars and twenty cents ($38,419.20). Letter of Credit expires January 5, 2017. Mr. Howard has signed off that the driveway has been in. Mr. Beck…I see Mr. Morley here. Mr. Beck did send us an email. He has a conflict and would not be able to attend the meeting, but I believe Mr. Morley is here in his place.

Don Williams: If you would, Sir, state your name for the record.

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

Don Williams: Alright: Thank you. Mr. Howard, do you have anything to say, other than…?

Bobby Howard: The driveway was installed per the approved plan. Would recommend release of the surety.

Don Williams: And the motion?

Marlin Weisheit: Make a motion to approve.

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

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: Thank you.

(Commercial Driveway, C-15-092, request is located on Page 22 of these Official Minutes)

COMMERCIAL DRIVEWAY C-15-094

Sheila Lacer: Next on our agenda is another Commercial Driveway. This is C-15-094. It's by Primrose Retirement Communities, Corey Sauerwein, Project Manager. We are holding thirty-eight…thirty-seven thousand seven hundred and twenty-one dollars and fifty cents ($37,721.50). This Letter of Credit expires on January 7, 2017. Mr. Howard has signed off that the driveway has been constructed.

Don Williams: Mr. Howard? Comments?

Bobby Howard: I'd also recommend release of the surety on this as well.

Don Williams: Entertain a motion.

Marlin Weisheit: Make a motion to approve.

Don Williams: Second. All in favor say aye.

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: Thank you, Sir.

(Commercial Driveway, C-15-094, request in located on Page 22 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY WATERSTONE VILLAGE

Sheila Lacer: Next item I have is Waterstone Village, Section II by Maken Corporation. Danny Ubelhor is the President. This is sidewalk construction. They have had thirteen (13) years. They are requesting a one (1) year extension with a reduction from eight thousand seven hundred seventy-two dollars ($8,772.00) to five thousand six hundred and forty ($5,640.00). The Ordinance allows for a maximum time period of nine (9) years, therefore they are asking for a modification of the Subdivision Control Ordinance and an extension. This Letter of Credit expires on January 27th of 2017. Mr. Howard has signed off on the dollar amount.

Don Williams: When are we going to get this done? I guess that's just a question.

Jim Morley, Jr.: And I would, the, I mean as Jim Morley, Jr., Morley and Associates, Project Engineer, they've had a pretty big uptick housing starts there as of recent. So I would anticipate them being done quicker. As you guys all know, we went through the recession with part of that, but there has been an uptick in the housing starts in there. So we're trying to bring them to conclusion as fast as possible.

Don Williams: That'd probably be good. The next two (2) guys might not be as kind.

Jim Morley, Jr.: Fair enough.

Don Williams: You never know.

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).

(Request for Extension, Waterstone Village, is located on Page 22 of these Official Minutes)

HUNTINGTON RIDGE

Sheila Lacer: Next one (1) up is Huntington Ridge. It is also by Maken Corporation. Danny Ubelhor is the President. This is also sidewalk construction. They've had eleven (11) years. They're requesting a one (1) year extension with no reduction of the three thousand three hundred seventy-two dollars ($3,372.00). The Ordinance allows for a maximum period of nine (9) years, therefore they're asking for a modification from the Subdivision Control Ordinance and an extension. We are holding a cashier's check. Its year, time limit, expires on January 17th.

Don Williams: Are they going to renew that?

Sheila Lacer: I think they're just going to roll that over to, it's in, the Auditor has it in escrow.

Jim Morley, Jr.: Yeah, there's just a couple lots, two (2) or three (3) lots left in there, but hopefully we'll get building started on it pretty soon.

Don Williams: Okay, thank you.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: Thank you very much.

Sheila Lacer: That's all of my business, thank you, Sir.

Don Williams: Yep.

(Request for Extension, Huntington Ridge, is located on Page 23 of these Official Minutes)

APPROVAL OF MINUTES NOVEMBER 28, 2016

Don Williams: We have Minutes for November 28th. Marlin, have you had a chance to read those?

Marlin Weisheit: I have.

Don Williams: I'll entertain a motion.

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

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

Marlin Weisheit: Aye.

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

ITEMS FOR DISCUSSION
ECONOMIC DEVELOPMENT COALITION
RESOLUTION 2016-13 FOR PLAN GRANT APPLICATION

Don Williams: Debbie Bennett-Stearsman called and asked to be rotated later on in the agenda. So we're going to put her off and then we'll have Carol Hagedorn from the Economic Development Corp. Come on up and take care of your business.

Carol Hagedorn: Good afternoon.

Don Williams: Good afternoon.

Carol Hagedorn: As you stated, I'm Carol Hagedorn. I'm with the Economic Development Coalition of Southwest Indiana. And we have been working through previous communication on a Plan Grant to the Indiana Office of Community and Rural Affairs. And the anticipated submission of that particular Plan Grant is the end of this month. And that grant is actually to utilize the historic preservation of the Warrick Historic Jail. And in conjunction with that, ultimately we have a Resolution that has been shared with you and I believe, Roger, you have, I left those with you, correct? The originals?

Roger Emmons: Yes, yes.

Carol Hagedorn: We have a Resolution that we request be passed, which essentially allows the President to execute all documents related to the Plan Grant Application. And it also is the formal commitment that when the funds, if the grant is awarded, that the County will contribute the local match amount. Which in this case is eighteen hundred dollars ($1,800.00). And that amount is to be donated upon successful grant award to the County by Boonville Now.

Todd Glass: And, Mr. President, that Resolution is in proper form. It just is under signature for the Board President and attested by the Administrator but otherwise it's in proper form.

Don Williams: Ready to go and ready to be signed today. Okay, I'll entertain a motion.

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

Roger Emmons: To approve (inaudible).

Don Williams: We need a Resolution number.

Roger Emmons: Yes.

Marlin Weisheit: Yeah.

Roger Emmons: 2016-13.

Don Williams: 2016-13.

Marlin Weisheit: Yep.

Roger Emmons: We have three (3) for original signatures for President Williams and attestation by Auditor, Debbie Stevens.

Don Williams: Alright. Go ahead and restate your motion, if you would, Sir.

Marlin Weisheit: Motion to approve 2016-16.

Don Williams: Okay, I have a motion…16 or 13?

Roger Emmons: 13.

Marlin Weisheit: 13. Excuse me.

Don Williams: Would you withdraw that and do it one (1) more time?

Marlin Weisheit: One (1) more time. I'll make a motion for Resolution 2016-13.

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

Marlin Weisheit: Aye.

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

Marlin Weisheit: Wow that was a tough one (1).

Don Williams: I heard that.

Carol Hagedorn: Thank you.

(Resolution 2016-13 is located of Page 23 of these Official Minutes)

FAIR HOUSING ORDINANCE FOR PLAN GRANT APPLICATION
ORDINANCE 2016-31
FIRST READING

Carol Hagedorn: We had also had a conversation regarding the County's Fair Housing Ordinance.

Todd Glass: You had, Carol, you had submitted two (2) different Ordinances to consider. One (1) on Drug-Free...

Carol Hagedorn: Drug-Free Workplace.

Todd Glass: Workplace.

Carol Hagedorn: Um hum.

Todd Glass: Does, does, is that Ordinance necessary for your paperwork even though we have all those in place?

Carol Hagedorn: We've determined the Drug-Free Workplace is sufficient.

Todd Glass: Is...

Carol Hagedorn: The Fair Housing Ordinance, and what it is, is the Indiana Office of Community and Rural Affairs makes recommendations, and here's the language they have to have included. We established earlier today the Drug-Free Workplace Ordinance is sufficient and we'll get the paperwork, the documents of that. The Fair Housing Ordinance, the only change was in that Section 9, if I get my clip off I'll read it.

Todd Glass: Right.

Carol Hagedorn: And basically it's whether or not you feel that that language is okay in what you currently have or do we need to just adopt this and move forward.

Todd Glass: I was just going to mention, Mr. President, that in getting compliant for the grant, the Ordinance that ORCA requires provides for the Fair Housing Policies. We have a Fair Housing Policy in our Ordinance already, under Chapter 91. And this is compliant with current regulations but it's completely different than what's in our Ordinance. A lot of it's the same, it's just looks a lot different. So I just want you to know that if it's, it's described as a general Ordinance for the entire County's Policy of Fair Housing, and in so doing we're amending and replacing Chapter 91 of our Code of Ordinances. It, it, it, it does change things, like instead of the term disability, it now uses handicap, which is harmless enough. It defines handicap, but it just, it, it sounds a lot different than what we currently have in our Code of Ordinances. And I do want the Commissioners to realize that it does define discrimination to include the definition of family. And the definition of family is much different now and included a variety of new things that our current policy doesn't include. So you just need to adopt that with eyes wide open.

Don Williams: When's that need to be done by?

Carol Hagedorn: We need to submit this with the grant application at the end of the month.

Todd Glass: Now...

Don Williams: The next meeting's not 'til the 27th?

Carol Hagedorn: 27th or 28th I think.

Don Williams: 27th.

Carol Hagedorn: Yeah, somewhere in there.

Roger Emmons: Tuesday the 27th.

Carol Hagedorn: Tuesday the 27th? Okay.

Don Williams: The 26th is a holiday.

Todd Glass: Ideally this, and I'm sorry, Carol...

Carol Hagedorn: Oh, no, no, no.

Todd Glass: To bushwhack you like this. But ideally this Ordinance would describe how we're replacing Chapter 91 of our Code of Ordinances in the following respects, which is easy enough to do. But if we postpone this to the 27th, you're gonna need three (3) Commissioners to do three (3) readings.

Roger Emmons: We've got to guarantee 'em that.

Don Williams: Have you got it verbalized already? (Inaudible).

Todd Glass: I'm sorry?

Don Williams: Do you have it already penciled in or...?

Roger Emmons: Carol has prepared the Ordinance.

Todd Glass: Yeah, the Ordinance...

Don Williams: The Ordinance is ready let's (inaudible).

Todd Glass: Yeah, the Ordinance is ready. It just doesn't reference the chapter that it's going to be replacing.

Roger Emmons: Could we, if that had to be done, could it be done later on, if we wanted to then change it to reference Chapter 91? That it's an amendment? They could go ahead and do it now. Because we're gonna need it, if we're gonna get the ORCA money.

Todd Glass: Yeah, you could in January, if need be, we could amend the Ordinance just to reflect some stylistic changes to reflect our Code of Ordinances. So that would be easy to do.

Don Williams: Without Commissioner Reid here we'll have to…

Todd Glass: First Reading…

Don Williams: Do First Reading only and second and third next meeting.

Todd Glass: Correct.

Don Williams: So it won't matter.

Todd Glass: Which is probably advisable.

Don Williams: (Inaudible) the 27th, on the 27th.

Todd Glass: To go ahead and do First Reading.

Don Williams: Okay, we need an Ordinance number, Fair Housing Ordinance number.

Roger Emmons: 2016-31.

Marlin Weisheit: Ready for a motion?

Don Williams: I am, Sir.

Marlin Weisheit: I'll make a motion to approve Ordinance 2016-31.

Don Williams: I'll second that.

Todd Glass: On First Reading.

Marlin Weisheit: On First Reading.

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

Marlin Weisheit: Aye.

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

Todd Glass: So, that takes care of Fair Housing Ordinance, Second and Third Reading, next meeting to make it official.

Don Williams: If you're concerned about the 27th, we can have an additional regular meeting before then, cause I don't want to miss out on this grant if that's pushing the envelope too much, then we'll just…

Carol Hagedorn: We're getting tight on time but I mean if that's what's going to work most conveniently for you guys…

Don Williams: What do you think, Commissioner Weisheit?

Marlin Weisheit: I'm available anytime.

Don Williams: How long will it take you to get, is it, is it, it's ready, right?

Todd Glass: It's ready as approved.

Marlin Weisheit: We should be able to take care of it on the 27th though, shouldn't we?

Don Williams: If it's plenty of time, we'll do it on the 27th.

Roger Emmons: You'd have to overnight it.

Carol Hagedorn: Everything else should be ready and yeah, we'd just have to…

Roger Emmons: Or UPS, whatever…

Carol Hagedorn: We'd have to, we'd just have to…

Don Williams: FedEx it overnight or got all sorts of (inaudible).

Carol Hagedorn: Yeah.

Don Williams: We'll give her a shot for the 27th.

Todd Glass: And Carol, there was a variety of other documents you're needing completed.

Carol Hagedorn: Exactly.

Don Williams: Those just need signed, I think, don't they?

Carol Hagedorn: And yes, with the Resolution that was passed, then those can all be executed.

Todd Glass: The authority given to the President...

Carol Hagedorn: Um hum.

Todd Glass: And those are all in order, Mr. President, so you're good to go.

Don Williams: So we just need a motion for me to sign?

Todd Glass: That's already been done by that Resolution.

Don Williams: Good. Then we're good to go.

APPROVAL OF SITE ACCESS AGREEMENT

Roger Emmons: Carol, who's at the podium, which she wanted me to list separately, has to do with the Brownfield's Assessment. It's the approval and signature of Don on the General Site Access Agreement.

Carol Hagedorn: To explain, the Economic Development Coalition of Southwest Indiana was awarded funding to address Brownfield Assessment of properties throughout the four (4) county region that we support. And with that particular funding we can address the Warrick Historic Jail. There is no charge to the County for the services. It is an EPA funded program. So ultimately it would be beneficial to the Consultant as well as the program to do, basically start out with Phase I analysis and then the, with that funding we could come in and look at, actually do a building analysis and evaluate where is there asbestos, is there lead based paint, mold, a variety of potential hazards. We can with this grant execute that at no charge to the County. We just need to execute this Site Access Agreement which basically allows the Coalition the opportunity to work with its consultant and have that consultant come in and execute that Brownfield Analysis.

Todd Glass: And, Mr. President, the Site Access Agreement is in proper form. But what happens if these environmental contaminants are found, like you suggest?

Carol Hagedorn: It, it should, let's go with, because the age of the building, lead-based paint for example. The, we can take this to the point, and it is assessment dollars, so we can take this to the point that the, the firm we're using can actually develop a plan. You know, here's, identify the asbestos for example or lead based paint, whatever, and develop a plan for remediation. These funds will not cover the costs of remediation but at least would have a plan that you could then turn into a contractor. That could then address those issues.

Don Williams: Were there not some Brownfield Grants out there though?

Carol Hagedorn: There are actual Brownfield Clean-up Grants.

Don Williams: Right.

Carol Hagedorn: We just, this is an assessment grant, so yes that would be something, should...

Don Williams: We could apply?

Carol Hagedorn: Yes, should something be identified, yes, then we could definitely look into funding a Remediation Grant.

Don Williams: Good, sounds great.

Carol Hagedorn: Look into securing that.

Don Williams: So we need a motion to approve the site access?

Todd Glass: Correct.

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

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

Marlin Weisheit: Aye.

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

Carol Hagedorn: That's all I have.

Roger Emmons: I think Carol has that too.

Carol Hagedorn: Um hum.

Roger Emmons: Alright, you got that done?

Carol Hagedorn: Um hum. We're good.

Don Williams: Are you all done?

Carol Hagedorn: I'm done, thank you very much for your time.

Marlin Weisheit: Thank you.

Don Williams: You've been here for a long time. You need anything signed so you can get out of here?

Carol Hagedorn: I think, um...

Don Williams: We don't normally do that but you've been here since...

Carol Hagedorn: The Resolution is the only thing I...

Don Williams: Let's sign (inaudible).

Carol Hagedorn: But I can swing back through and I can pick it up.

Roger Emmons: This is for Don's signature and Debbie to attest. (Inaudible).

Todd Glass: Is that the Resolution?

Don Williams: Yes. 20-13 to be exact.

Roger Emmons: Yeah, I put it on each one (1). Have to amend it to get a number on there.

Carol Hagedorn: Yes.

Don Williams: Appreciate your patience...

Roger Emmons: Thank you, Sir.

Don Williams: What you've always done.

Carol Hagedorn: (Inaudible).

Don Williams: Seems like you've been here half the day. It hasn't been that long but...

Roger Emmons: (Inaudible).

Carol Hagedorn: (Inaudible).

Roger Emmons: Carol, (inaudible)...

(General Site Access Agreement is located on Page 24 of these Official Minutes)

COST ALLOCATION CONTRACT
MALCON

Don Williams: Mr. Malinowski, come on up. We'll let you be on your way. By the time Roger gets back to his seat we're ready to go.

Roger Emmons: In my items I stated that Mr. Malinowski has reduced his fee. And that's a typo. It should be six thousand six hundred ($6,600.00) per year down to five thousand nine hundred and forty dollars ($5,940.00) per year. It's a three (3) year proposal so the total fee has been reduced by a total of one thousand nine hundred and eighty dollars ($1,980.00) over the Dosset Proposal. Mr. Malinowski will tell you that he has ceased efforts to pursue additional services for the Clerk and Prosecutor. Is that right?

Charles Malinowski: Yes, good evening, Commissioners. Following up on the last time I visited, we talked about the contract for the Cost Allocation Plan, renewing that. And the discussion that ensued was a good one to investigate whether we could include the Clerk's Office and the Prosecutor's Office, maybe put together a package that has some economies in it, some efficiencies internally for the County, especially the County's Auditor's Office. I did reach out to both the Clerk's Office and the Prosecutor's Office and they were both very satisfied with their current situation. The Clerk uses Mr. Dossett and were very happy with his services. And secondly I believe it was the Child Support Administrator, she was preparing the monthly billings herself and was very confident with what she was doing especially coming out of a review that Child Services just did, and that went satisfactorily. So there were really no need for any, well so, they weren't interested in using our services. So, and deciding that certainly competition is a factor, you've been a great client to work with over the years. We did reduce the fee on the contract by ten percent (10%). I, I have no, I knew that you were looking at another proposal and what the fee on that is, I've not been aware of, and I don't really care in that we want to be competitive and we want to be giving you a fair deal. So I kind of hope that we've given sort of an independent, what I think out to be an independent fee outside of the other consulting firm. If there's any questions or maybe the Auditor wants to say something it's...?

Don Williams: Actually, Sir, I'm the one (1) that calls people to the podium, not you.

Charles Malinowski: Oh...

Don Williams: But you are very welcome to say something.

Debbie Stevens: Thank you, Mr. Williams. Thank you. I just wanted to reference the email that did address the Clerk and the Prosecutor procuring the vendors that they used to submit their paperwork for reimbursement. And that also

the Cost Allocation Plan, I've tried to address this a few times, and I really don't feel like I've gotten anywhere with that, is a fiscal matter and I feel like...

Don Williams: Actually, it's a contractual matter.

Debbie Stevens: It is. But you know, I don't know if this is to set a precedence for, that you could come and negotiate my vendors for me or any other Office or Department for that matter on where we purchase certain things or what vendor we procure. A three (3) year contract, that's more than he's had in the past and I did, because those reports have to be generated from our office and we provide the reports for both the Clerk's Office and the Prosecutor's Office for the reimbursement to make things simple, it would be nice to work with one (1) vendor and I feel like where most Auditors do negotiate and work with the vendors for the Cost Allocation Plan. It's kind of an unusual situation, I've tried to get answers about why it's like this in Warrick County.

Don Williams: It's not in this County. It's not unusual in this County.

Debbie Stevens: Well, I understand but it, it feels like it's a fiscal matter. I have to work with that vendor to provide that information for the reports and yet it's just kind of circumvents the whole Auditor's Office for process. And so I actually did recommend and reached out to Jeff Dossett who I currently work with for all the other forty (40) matters and I don't think anything was ever considered from him or was even bid process in place.

Don Williams: I don't think he approached any of the decision makers.

Debbie Stevens: Pardon?

Don Williams: I've never met the man, I don't think he's ever approached me or Marlin, did he approach you?

Marlin Weisheit: I've met him.

Don Williams: You've met him? I never remember meeting him. Doesn't mean I didn't. So...

Debbie Stevens: Well you're saying decision makers I guess for this County, that's different. Where in most Counties it's the Auditor...

Don Williams: That's why they call us the executives (inaudible).

Debbie Stevens: For the Cost Allocation Plan. It's a fiscal matter.

Don Williams: It's a contractual matter.

Roger Emmons: It's both, but I mean Indiana Code for every County states that the Commissioners are the Purchasing Agency for that County.

Debbie Stevens: I don't disagree with that. But I'm just saying what other circumstances have you gone and negotiated for another department or another Officer, Elected Official for them for matters.

Don Williams: We just did a major, we did that major...

Debbie Stevens: Pardon?

Don Williams: We just did a major one (1) actually.

Debbie Stevens: Right and I think that there are some cost savings there for us to do that.

Don Williams: (Inaudible).

Debbie Stevens: And I just had requested that they...

Don Williams: And that may happen next year, but this is late in the year to go out and quote it out, so...

Debbie Stevens: Well, it doesn't have to be done 'til anytime next year.

Don Williams: I don't know about Marlin but I'm very happy with Mr. Malinowski.

Debbie Stevens: Well, may I ask you to reduce the contract to one (1) year? It really doesn't even have to be awarded until anytime next year.

Don Williams: What, it's a three (3) year contract?

Debbie Stevens: Because it's for the 2016 Cost Allocation Plan. We just finished 2015.

Don Williams: Okay.

Roger Emmons: That is correct.

Todd Glass: That can be done, his proposal, he would just have to agree to modify his proposal.

Don Williams: The proposal is for three (3) years.

Charles Malinowski: Yeah, if I could.

Don Williams: Yeah.

Charles Malinowski: Let me address two (2) things related to that, to the Proposal. Number one (1), the original proposal that we submitted was ten percent (10%) higher, it was going along the lines of our previous relationship of nine (9) years. The Contracts, we've been working with Warrick County, other than the first year, I think it was a one (1) year contract. For the last, for the last two (2) we're, we're now in a, in a three (3) year, which is basically the standard that we operate statewide, all of the consultants work with, generally. One (1) of the things that I will say specifically about our agreement, it has the option to cancel the contract at any time for any reason. So if the Auditor was dissatisfied with our services, if the Commissioners were dissatisfied with our services after one (1) year, after three (3) years, two (2) years, whatever it might be, you have that option. And frankly...

Don Williams: Is that a thirty (30) or sixty (60) day out?

Charles Malinowski: It's a thirty (30), the clause is thirty (30) days. But, there's no penalty, basically the reason we wanted to do that is if something would drastically happen to the Federal Program Title IV-D, even if we did the report, we're not going to charge you for a report that has no use. If you were so satisfied, dissatisfied with our services, we would make sure that we would terminate the agreement on your behalf. Because what we, what we do not want is unhappy clients. And if you, and if the Commissioner's feel the County's better served that's fine, it gives you that, that option to get out of the agreement without any penalty. And no explanation, if you can just tell us you want to go a different way, that's fine. But one (1) of the things I wanted to make sure is that the Auditor did express concerns, we did try to be competitive in our agreement. We've had a good relationship in the last year preparing the 2015 Cost Allocation Plan. We'd like to continue that with everybody in the County. So I will, those couple points, I'll just leave it at that and leave it for your discussion.

Marlin Weisheit: Would you be open to a one (1) year contract?

Charles Malinowski: No.

Marlin Weisheit: You wouldn't?

Charles Malinowski: No. This is my second trip up here on this and it's, it's, I enjoy coming down from the northern suburbs but again we've, I believe that we've overtly tailored our agreements to our clients. You can cancel it after one (1) year.

Roger Emmons: That is on the acceptance page.

Charles Malinowski: Yeah.

Roger Emmons: It is stated on there on the signature page.

Charles Malinowski: It's very clear there and we've also given without any encouragement on your part we've discounted the fee by ten percent (10%). So, if you wanna, I would say no at this point.

Don Williams: What would you like to do, Marlin? I'm not going to be around.

Todd Glass: If you approve the proposal it's just approving the proposal and then he has to submit the contract for us to review.

Roger Emmons: Right.

Charles Malinowski: You already had a copy of the agreement with the changes.

Don Williams: Do you want to review that?

Todd Glass: Not right now.

Don Williams: Do you have it with the changes?

Roger Emmons: I don't remember seeing that, but I'm sure he sent it to me, Charles.

Todd Glass: I'm, yeah, I'm happy to do that of course.

Don Williams: Would you like to take a minute and look at it?

Todd Glass: I would rather not.

Don Williams: Oh, okay.

Todd Glass: You can approve or decline to approve his proposal for a contract. And upon review of your Counsel we could get it signed between now and the next meeting.

Marlin Weisheit: (Inaudible).

Todd Glass: He has a proposal, you could approve his proposal and I would review the contract and make sure it coincides with his proposal.

Don Williams: We could also approve the contract contingent on upon your, making it legal.

Todd Glass: Certainly.

Roger Emmons: Right.

Todd Glass: Certainly, easy enough to do.

Roger Emmons: I mean I don't think, you know, just my personal opinion, Charles has got the County back a lot of money over the years and in that nine (9) year period it's three hundred nine thousand ($309,000.00), or what was it Charles?

Charles Malinowski: With the finalization of the current plan, it'll by three hundred and twelve thousand ($312,000.00) back at a minimal effort from the County. Now, we do work with the Auditor's staff quite a bit. That's the primary source where we get our data. And...

Roger Emmons: I don't see where Mr. Dossett could save us any more money, cause it's the, I'm sure the procedures are the same for each person, each company.

Marlin Weisheit: I'll make a motion to approve the contract pending Counsel's review and approval. If that makes sense.

Todd Glass: Um hum.

Marlin Weisheit: Okay.

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

Marlin Weisheit: Aye.

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

Charles Malinowski: Thank you, Commissioners.

Todd Glass: I'll keep this if that's alright.

Charles Malinowski: You want a card, contact information?

Todd Glass: No, I think I have it.

Charles Malinowski: You've got it, great.

Todd Glass: Yeah, thank you, thank you.

Don Williams: (Inaudible).

Roger Emmons: Have a safe trip back.

(Malcon, Cost Allocation Plan Contract is located on Pages 24 through 25 of these Official Minutes)

2017 HOLIDAYS
ORDINANCE 2016-32

Roger Emmons: Next item, Mr. President, is the 2017 Holiday Ordinance.

Don Williams: 2016-32, I assume?

Roger Emmons: That's right, Sir.

Don Williams: Have you had a chance to review these?

Roger Emmons: It's the fifteen (15) Holidays proposed for next year. It's the same number we had for this year.

Don Williams: And it's 16-32, right?

Roger Emmons: Yes, Sir. 2016-32.

Marlin Weisheit: Make a motion to approve Ordinance 2016-32 on 2017 Holidays.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

(Ordinance 2016-32 for Warrick County Holidays is located on Page 26 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
AMERICAN LEGAL PUBLISHING S-16 SUPPLEMENT

Roger Emmons: Next item is has been continued for a couple of meetings. It has to do with the S-16 Supplement for Warrick County's Code of Ordinances by American Legal Publishing. And I sent an email out on December 1st to the Department Heads, asking them if they wanted the printed inserts for their binders. I only received requests from two (2) different Department Heads for those inserts. And given that the costs are the same whether it's one (1) set or fifty (50) sets, I would recommend that the Board approves it to get ten (10) sets of inserts. And you know in that same email on December 1st, it also had attached the S-15 inserts from 2015's update of the Code of Ordinances. And the Department Heads, they can print out and three (3) hole punch those if they choose to and put them in their binders as

well. Most of them seemed okay with using the online Code of Ordinances and in that email I provided three (3) different sources to access those. Two (2) of which are on the Auditor's page on the website, the County's website. And I think American Legal has a, has a website as well to provide that. So, it's the same cost, the range of the inserts, is from twelve hundred ($1,200.00) to eighteen hundred ($1,800.00). But the online update, the folio, that's a nominal fee of just one hundred thirty ($130.00) to one hundred sixty ($160.00). So, it's whatever the Board wishes to do.

Don Williams: Costs the same as one (1) or ten (10) you know. What do you want to do, Marlin?

Marlin Weisheit: Ten's (10) fine, don't you think? Motion to approve with the ten (10).

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

Marlin Weisheit: Aye.

Don Williams: Motion carries (2-0).

ITEMS FOR DISCUSSION
BEP BID AWARD

Don Williams: Alright, let's spin that, I see that Debbie Bennett-Stearsman is here. Let's back up and go ahead and take care of her issue. She was earlier on the agenda. You have some BP, BEP, Blight Elimination for us.

Debbie Bennett-Stearsman: Thank you, thank you for letting me go ahead.

Don Williams: (Inaudible) late, but you don't have to stay late.

Debbie Bennett-Stearsman: (Inaudible) doctor.

Don Williams: Oh, you were at the doctor?

Debbie Bennett-Stearsman: Yeah, I tried. Debbie Bennett-Stearsman with the Economic Development Coalition and I'm here to follow up from the bids that were taken at the last meeting and there was only one (1) bidder, Jerry Aigner Construction. Base bid was forty-seven thousand five hundred fifty dollars ($47,550.00). We have reviewed the bids and also forwarded them to the Attorney. And we would make the recommendation that you award that base bid to Jerry Aigner Construction in the amount of forty-seven thousand five hundred and fifty dollars ($47,550.00) for four (4) properties: 911 South Third, Boonville; 1333 Lovers Lane, Boonville; 1367 Parklane, Boonville; and 455 Main Street, Elberfeld. And that would be bid set number four (4).

Marlin Weisheit: Motion to approve.

Don Williams: We have a motion to award the bid set to Aigner Construction for the amount of forty-seven-five-five-'o ($47,550.00).

Todd Glass: And to enter into the agreement?

Don Williams: And to enter into the agreement. All in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

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

Debbie Bennett-Stearsman: And I've got the agreement. I can leave here with Roger. It's already been signed by Jerry Aigner. I also have a bid tab sheet that, Don, I need you to sign and date to certify it.

Don Williams: (Inaudible).

(Aigner Construction Bid Award is located on Pages 26 through 28 of these Official Minutes)

BEP CHANGE ORDER

Debbie Bennett-Stearsman: And the only other item of business I have is a change order, excuse me, Change Order #2 for bid set number three (3). The last house we just completed, 1313 Walnut Street, we have two (2) change orders under that one (1) property. Number one (1) is to remove a large tree per the property owner's instructions. The other is to fill in a cistern on the property. Each are fifteen hundred dollars ($1,500.00) for a total of three thousand dollars ($3,000.00) to their contract, making their revised contract amount one hundred eighty-five thousand four hundred and sixty-eight dollars and thirty-eight cents ($185,468.38). Those were approved on-site by Jeff Floyd and myself. We did see both of them.

Marlin Weisheit: Make a motion to approve the change order of three thousand dollars ($3,000.00).

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

Marlin Weisheit: Aye.

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

Debbie Bennett-Stearsman: And that's all I have right now.

Don Williams: Okay, (inaudible).

Roger Emmons: Okay.

Debbie Bennett-Stearsman: Oh, I'm sorry. The pre-demolition for these four (4) houses is Thursday the 15th at 9:00 AM at Jerry Aigner's office if anybody wants to come. Generally we just hold the pre-demo with the contractor. And I do have the Certificate of Insurance and Performance and Payment Bonds. I'll be getting the originals to Roger with the, whenever I come pick the contracts up.

Don Williams: Thank you.

(BEP Change Order # 2 is located on Pages 28 through 29 of these Official Minutes)

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
DOLLAR THRESHOLD FOR UNSUBSTANTIAL FINANCIAL INTEREST/UNSOLICITED GIFT ITEM

Don Williams: Let's go ahead, Roger, with Administrative as soon as you can.

Roger Emmons: The next item was continued from the November 28th meeting. It has to do with establishing a dollar threshold for an unsubstantial financial interest and/or solicited gift item of nominal value. We had received, I think it came down from Stephanie Yeager. Marlin, you sent it to me, didn't you?

Marlin Weisheit: Um hum.

Roger Emmons: And it was from Orange County, we got sent the Ordinance that Orange County passed. I revised that for Warrick County's usage if the Board wants to proceed with it, and I emailed that to you on December 2nd. I also sent it to Todd for his review. I don't know if he's had time to review it yet.

Todd Glass: Your proposed Ordinance?

Roger Emmons: Yes.

Todd Glass: Yes, it follows the new code of Federal Regulations.

Don Williams: You want to table it? It'll die for lack of a second.

Marlin Weisheit: I just move we table it. Thank you.

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

Marlin Weisheit: Aye.

Don Williams: It's tabled. (Motion carried 2-0).

Marlin Weisheit: Thanks for the heads up.

Roger Emmons: Let me get this out of the way.

BRAND ACCELERATION CONTRACT AGREEMENT FOR ECONOMIC DEVELOPMENT

Roger Emmons: Next item is the Brand Acceleration Contract Agreement for the Economic Development Department for the Friedman Park Marketing. You approved this by a two to one (2-1) vote at your October 24th meeting and the Auditor's Office paid half of that first invoice, actually half of the proposal shortly thereafter. And then Todd asked if a copy of the contract would be submitted. And I emailed that to you on November 29th, and it's ready for your consideration. It already has the signatures of James Walton with Brand Acceleration and Larry Taylor, Success for Warrick County.

Don Williams: You need for us to approve the last payment? Is that what you're looking for?

Roger Emmons: No, the contract agreement with Brand Acceleration.

Todd Glass: To go ahead and enter into the contract itself. It's a, it would constitute a contract. It's very short and sweet.

Roger Emmons: Very short and sweet.

Don Williams: The kind I like.

Todd Glass: Yes, you would really like this one, Don.

Marlin Weisheit: I make a motion to approve the contract agreement.

Don Williams: Motion to do the contract agreement with Brand Acceleration Contract. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries.

Roger Emmons: Did you second that, Don? I didn't hear it.

Don Williams: Yeah, if you didn't hear that, and I may not have said it, second.

Roger Emmons: Okay, thank you.

Don Williams: Since we have a motion and a second, we'll even vote again. All in favor say, aye.

Marlin Weisheit: Aye.

Don Williams: Aye, motion carries (2-0). It's a done deal.

Roger Emmons: Thank you.

(Brand Acceleration Contract is located on Page 29 in these Official Minutes)

LIBERTY MINE EXTENSION OF NEW HARMONY ROAD USAGE

Roger Emmons: Next is a request for one (1) year extension on the New Harmony Road Usage Agreement at Liberty Mine. Has in place, I had a couple of replies from Commissioners that they were okay with backdating the agreement showing the new term to be from November 14th of this year to November 13th of 2017. Recommend you approve by motion for mine and Bobby's signature on the agreement.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

(Extension of Road Usage is located on Pages __ through __ of these Official Minutes)

REQUEST TO USE COUNTY ROADS FOR RESTORATION RUN 2017

Roger Emmons: Jim Bush is Director of the, well he's with Rise Up and Run Productions, LLC. He submits an annual request for their annual run. This year, for next year rather, it's Restoration Run 2017. I copied you on the, my email to Susie. It included attachments of the run route, street by street listing, their Certificate of Liability Insurance, showing Warrick County as an additional insured. I recommend you approve this.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

2017 MEDICAL RENEWAL
MEDBEN/PAN AMERICAN LIFE INSURANCE

Roger Emmons: Next item is the medical renewal approval for 2017. We have the Benefit Management Agreement with MedBen and the finalized application to Pan American Life Insurance for the Aggregate and Specific Excess Loss Coverage. I emailed those documents to you on December the 7th. I recommend you approve them for Don's signature and initials. Dave Waltz, our broker, advises that the MedBen Benefit Management Agreement increased by only one point zero-one-seven percent (1.017%) from 2016 to 2017. That's a total of one thousand eight hundred and twenty-nine dollars ($1,829.00).

Don Williams: That's the least it's been in a long time.

Roger Emmons: Yes it is.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

(MedBen/Pan American Life Agreements are located on Pages 30 through 33 of these Official Minutes)

KASPERSKY PROPOSAL
RANSOMWARE AND MALWARE PROTECTION FOR ALL COUNTY COMPUTERS AND SERVERS

Roger Emmons: Next is to discuss the approval of the Kaspersky, this has to do with computers and Doug's out of town, Kaspersky Proposal, it'd be with Keller Schroeder, which is a local company. It's protection against Ransomware and Malware for all County computers and servers. There have been a number of emails back and forth regarding this

fifty-nine dollars and seventy-five cents ($4,359.75), excuse me, for a three (3) year license. And Doug recommends you approve this.

Don Williams: It covers every computer in the County?

Roger Emmons: Pardon me? Yes, Sir.

Todd Glass: Mr. President, may I say something about this?

Don Williams: Yes.

Todd Glass: And it has something also relevant with the KnowBe4 Contract that Roger's going to discuss next. We're getting a lot of these and Doug particularly, a lot of these contracts that are being entered via online...

Roger Emmons: Yes.

Todd Glass: Proposals and online acceptances, and you click on "I accept this." I think if I'm right, I've got the end user agreement that Doug sent us on it, but I almost think the County needs a policy of some sort for some of these contracts. That it's just the way the world we live in now, you, we're approving contracts that Doug's figuring out online.

Roger Emmons: Um hum.

Todd Glass: And the contract itself consists of whatever the screen said was the terms and the price and he might click on, "Yeah, I'll take package C," or whatever, and so the contract is a proposal and then we want this and then like this end user agreement. So it's three (3) different things constitutes the contract per say. And I'm just wondering if, I don't have for example have anything before the end user agreement. And it would be best to have that as a contract. I don't know if you want me to suggest a policy for those types of contracts as the County enters into them, but it's something to consider. Because it's hard for me to be able to look you in the eyes and say, "I've reviewed the contract." Because it's hard.

Roger Emmons: I understand.

Todd Glass: It wouldn't, it wouldn't be too difficult. I think you print out these things as these proposals and you put them in the file. And then when you send them to the County Administrator for submission to the Board, you just send all these forms with it so that we have it. Or you email them, so it'd be a simple policy. I'm not trying to do something that lawyers tend to do and that is to complicate things. But...

Roger Emmons: I mean I've always, we've always been used to having paper contracts.

Todd Glass: Well, that, it's just different.

Roger Emmons: It is, yeah.

Todd Glass: It is different and...

Roger Emmons: To make sure that we have all the terms and conditions correct, correctly approved.

Todd Glass: I wouldn't be surprised if Doug couldn't get us these things for these two (2) contracts but just a, I wanted to plant that seed with you that perhaps we ought to do something more official as we move forward. Thank you, Mr. President.

Roger Emmons: Okay. And I think that that's a good idea. I don't, the only thing that I've got is an end user license agreement. And that's the KnowBe4. And their, their two (2) quotes has signature lines for the quote acceptance information.

Todd Glass: I have an end user agreement for Kaspersky.

Roger Emmons: Oh, you do?

Todd Glass: Kaspersky?

Roger Emmons: Kaspersky.

Todd Glass: And that's more important to have than anything. So I'm glad to have that. That's, that's the meat on the bones of a contract. And if the Commissioners approve that, maybe just see if Roger and I can talk to Doug and see if he has anything else in his file on it. But otherwise it appears to be...

Marlin Weisheit: I know he did quite a lot of research on this too.

Todd Glass: Yeah.

Don Williams: Yeah, this is out there and a lot of people are getting hit by it. As a matter of fact...

Marlin Weisheit: We've got to have security.

Don Williams: We had, what, year before last, someone in the Clerk's Office.

Marlin Weisheit: Um hum. I make a motion to approve the proposal.

Don Williams: Second. All in favor say, aye. You're talking about the Kaspersky?

Marlin Weisheit: Kaspersky.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you.

(Kaspersky Contract is located on Pages __ through __ of these Official Minutes)

KNOWBE4 FOR RANSOMWARE TRAINING

Roger Emmons: Next is the, discuss the approval of KnowBe4 for ransomware training and that's the one (1) I mentioned I have the end user license agreement and the quotes. Doug's recommending the three (3) year option. That includes a subscription and the main service of training employees to spot ransomware. Three (3) year cost is three thousand two hundred seventy dollars and eleven cents ($3,270.11). The one (1) year cost is one thousand four-fifty-three thirteen. ($1,453.13).

Todd Glass: And we do have both proposals and the end user agreement. But I notice like in this one (1), the contract's actually accepted when he clicks on it and downloads the software. So that's another example.

Roger Emmons: You know it's just, you're right, I mean this is what we're dealing with now.

Todd Glass: But we do have more documentation on KnowBe4, so that appears to be in order.

Don Williams: That's the training. Do we, should we go ahead with that? Or do you need more research?

Todd Glass: No, it looks like everything, he, he submitted more information on, on KnowBe4. So, looks like we have everything that I would like to see to be able to recommend approval.

Don Williams: So we're good to go, okay.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

Roger Emmons: Todd, on that KnowBe4 end user license agreement, it's printed out. There's no signature box.

Todd Glass: No, there won't be.

Roger Emmons: Okay.

Todd Glass: On a lot, most, usually there won't be. They apply.

Roger Emmons: Alright, but they could accept one (1) of the two (2) quotes? Don can sign that as the Board President? On the KnowBe4?

Todd Glass: Right, and that's the second page, the...

Roger Emmons: It was these...

Todd Glass: Right, I got two (2) different ones.

Roger Emmons: Yes.

Todd Glass: Yeah.

Roger Emmons: One (1) for three (3) years and one (1) for one (1).

Todd Glass: Yeah, accept...sign at the bottom. You're correct.

Roger Emmons: Yes, Sir. You don't have to take the three (3) year option. Whatever the Board wants. You can take the one (1) year or not take but...

Marlin Weisheit: Do we need to make a motion for that?

Don Williams: We've already approved it as it was written.

Roger Emmons: Okay.

Marlin Weisheit: Yep. Three (3) years' a better deal. You do the math.

Don Williams: That's not going to go away.

Marlin Weisheit: Yeah.

Roger Emmons: Is that approved by motion?

Don Williams: Yes, it was.

Todd Glass: Um hum. Yes.

Roger Emmons: Very good.

(KnowBe4 Contract is located on Pages 33 through 35 of these Official Minutes)

2017 ACA AND COMPLIANCE RELATED BENEFIT PLAN CHANGES

Roger Emmons: Next item is the benefit confirmation form for 2017. It's pursuant to the Affordable Care Act, the ACA. We've had to do these since the inception of the ACA. We don't know what's going to happen with it of course, but for right now we're required to approve these by motion and Don will sign as plan administrator. I went through the, all of the different boxes that requested changes to the plan should apply. And I think I sent that too, did I not? Yes, I emailed that to you on December the 8th.

Don Williams: I remember seeing that. I guess my question would be, who's going to be the administrator twenty (20) days from now?

Roger Emmons: Well it will probably be whoever they name as Board President. But for right now you are President.

Don Williams: It doesn't have to be the President, I don't think.

Roger Emmons: Pardon? Oh, yeah, okay.

Don Williams: We can approve it, get it out of the way, and transfer it January 1.

Marlin Weisheit: Motion to approve.

Don Williams: I'll second the approval of the ACA Compliance. Have a motion and a second. All in favor say, aye.

Marlin Weisheit: Aye.

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

Roger Emmons: Thank you, Mr. President.

(ACA Compliance is located on Pages 35 through 38 of these Official Minutes)

FIXED ASSET NOTIFICATION FORM
STORM WATER BOARD TRAILER

Roger Emmons: I have a couple of other items, it shouldn't take very long. One is the first is a fixed asset notification form for the Storm Water Department. It's for the addition of the 2016 Felling Trailer. I've listed the model number. The Storm Water Board approved that on September 26th. The cost was eight thousand three-eighty-two twenty-five ($8,382.25) and should be approved by motion.

Marlin Weisheit: Motion to approve.

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

Marlin Weisheit: Aye.

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

(Storm Water Trailer Fixed Asset Form is located on Page 39 of these Official Minutes)

WEYERBACHER ROAD USAGE WITH UNITED MINERALS

Roger Emmons: Last item has to do with the Weyerbacher Road Usage Agreement that we have with United Minerals. And the requested action pursuant to Peabody Energy's acquiring the, the property of United Minerals is to: One (1) terminate the agreement with United Minerals by motion, approve a motion to release United Minerals from the bond, and to approve me sending a letter to David Spradling, who's Peabody's, with Peabody's Wild Boar Mine regarding the bond release, which he has to have in order for them to submit a new road usage agreement for your consideration. And they will replace the bond. It's currently a hundred and forty thousand dollars ($140,000.00) unless Bobby decides it needs to be more.

Bobby Howard: We can address that when they submit for their new (inaudible).

Roger Emmons: Yeah, that amount doesn't have to be set now.

Marlin Weisheit: So your first motion needs to be to release…?

Roger Emmons: To terminate the agreement with United Minerals.

Don Williams: You know since they bought them (inaudible).

Marlin Weisheit: I will make a motion to terminate that.

Don Williams: Just make a motion to approve all three (3) of these.

Marlin Weisheit: Can we do all of these in one (1) motion?

Todd Glass: Yes, yes.

Marlin Weisheit: Make a motion to approve all three (3) items stated.

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

Marlin Weisheit: Aye.

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

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

COUNTY ATTORNEY
ORDINANCE 2016-30
AMENDING EXISTING ORDINANCE SECTION 31.08

Don Williams: Mr. Attorney.

Todd Glass: Thank you, Mr. President. Couple quick items you have on the agenda. The second and third readings of Ordinance 2016-30. That is an Ordinance amending Section 31.08 of the Warrick County Code of Ordinances providing for the Purchasing Agent being the Purchasing Department and providing additional duties at the discretion of the Board of Commissioners for location bidding and recommendation of services to Warrick County.

Don Williams: So, this will be the Second and Third Reading?

Todd Glass: Yes, Mr. President, and it was read into the record at the last meeting.

Don Williams: Yes, it was.

Todd Glass: Approved today Second and Third Reading by, by heading.

Marlin Weisheit: Need a motion?

Don Williams: 2016-30.

Marlin Weisheit: Make a motion to approve Ordinance 2016-30 Second and Third Reading.

Todd Glass: Correct.

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

Marlin Weisheit: Aye.

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

Todd Glass: Thank you, Mr. President. Roger, I don't know if you have it, but...

Roger Emmons: Yes, I do. It's right here.

Todd Glass: Alright, very good.

(Ordinance 2016-30 is located on Pages 39 through 40 of these Official Minutes)

DEDICATION OF PARK BOULEVARD RIGHT-OF-WAY

Todd Glass: I have on the agenda the Dedication of the Park Boulevard Right of Way. I believe the Commissioners have actually already signed that. I don't recollect it being approved in open meeting. So...

Bobby Howard: It was.

Todd Glass: Was it?

Don Williams: Yeah, to accept (inaudible).

Todd Glass: Well the last meeting was...

Don Williams: (Inaudible).

Bobby Howard: It was approved subject to them signing the deed.

Todd Glass: Yeah, they went, I thought that what they approved at the last meeting, I didn't get the minutes out, but wasn't the approval, Acceptance of the Dedication Right-Of-Way? Do you know Jim?

Jim Morley, Jr.: Wait a minute the, what was approved at the last meeting to my understanding was the deed.

Todd Glass: The deed.

Jim Morley, Jr.: That deed was then recorded.

Todd Glass: Now, now, the County owns it. Now we need to dedicate the right-of-way.

Todd Glass: Yeah, it's in the proper form. I think you actually have signatures on it.

Don Williams: We just need to vote to approve (inaudible).

Todd Glass: You need to approve to accept the Dedication of Right-Of-Way. That's all you need to do.

Marlin Weisheit: Ready for that motion?

Don Williams: I am.

Marlin Weisheit: I'll make a motion to approve Acceptance and Dedication of Right-of-Way.

Todd Glass: Of Park Boulevard.

Marlin Weisheit: Of Park Boulevard.

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

Marlin Weisheit: Aye.

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

Jim Morley, Jr.: And, Don, I don't know, this may be my last meeting with you. I just wanted to say thank you for your years of service to the county. You've done a nice job. It's been a pleasure working with you.

Don Williams: Thank you.

HOLD HARMLESS AGREEMENT FOR HUNTINGTON CREEK

Todd Glass: And lastly, Mr. President, I have drafted a Hold Harmless Agreement to be entered into by Newburgh Development Group, LLC, in favor of Warrick County. This is Huntington Creek Subdivision, is that right?

Bobby Howard: Um hum.

Todd Glass: Regarding some structures and encroachments on our right-of-way. I was trying to draft it to include the Homeowners Association just to bring it full circle and have everybody in it. But that really hasn't been formed or bylaws completed yet. I do have the Hold Harmless Agreement ready for submission to Huntington or excuse me, Newburgh Development Group, LLC. I just suggest that I work with, is that Mr. Miller?

Bobby Howard: Aaron Miller.

Todd Glass: Aaron.

Don Williams: Aaron (inaudible).

Todd Glass: To have that in final form and that can be approved by the Commissioners on the 27th.

Don Williams: Sounds good.

Todd Glass: Alright.

Don Williams: Thank you.

Todd Glass: Thank you.

Don Williams: Anything else?

Todd Glass: No.

Don Williams: Okay.

(Hold Harmless Agreement for Huntington Creek is located on Pages __ through __ of these Official Minutes)

COUNTY AUDITOR
CLAIMS

Don Williams: Auditor, you have some claims for us.

Debbie Stevens: Debbie Stevens, Warrick County Auditor. I have Claims, Expense Claims to submit in the amount of eighty-three thousand seven hundred ninety-one dollars and forty-three cents ($83,791.43). Courts and Manuals, one million two hundred nineteen thousand sixty-four dollars and twenty-three cents ($1,219,064.23) for a total of one million three hundred two thousand eight hundred fifty-five dollars and sixty-six cents ($1,302,855.66).

Marlin Weisheit: Make a motion to pay the Claims.

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

Marlin Weisheit: Aye.

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

Debbie Stevens: Thank you.

Don Williams: Pay the Claims, thank you.

(Claims are located on Pages 40 through 43 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
WARRICK COUNTY BRIDGE INSPECTION INVENTORY 2017-2020

Don Williams: County Engineer/Highway.

Bobby Howard: Yes, I have two (2) items. Really quickly, the first item I, I want to submit is the Warrick County Bridge Inspection Inventory for 2017-2020. As you know this Board selected United Consultant and I have that contract back from INDOT. It's actually the third revision of the contract I believe. I got it late in the day Thursday of last week. And the total amount for Phase I of 2017; Phase IA, 2018; Phase II is 2019; and Phase IIA is 2020. The total amount is three hundred forty-nine thousand one hundred fifty-one dollars and forty-four cents ($349,151.44). And this is eighty percent (80%) reimbursed through the State of Indiana. And I'd recommend approval of that tonight.

Marlin Weisheit: Make a motion to approve.

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

Marlin Weisheit: Aye.

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

(Bridge Inspection Inventory is located on Pages __ through __ of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
INDOT UNOFFICIAL DETOUR FOR STATE ROAD 62

Bobby Howard: The next item I have, quickly, the Indiana Department of Transportation plans a small structure replacement on State Road 62. It is...

Don Williams: 62 or 161?

Bobby Howard: Well, it's 62 a quarter mile east of the junction of 161 there at the curve. Basically they plan on a seven (7) day closure. The unofficial detour route is what we would discuss. I do have a Memorandum of Understanding for that route to be Maurer Road to Old Degonia Road back to 62. That's the quickest route, is through that area. And I would recommend approval of this Memorandum of Understanding for the unofficial detour.

Marlin Weisheit: Make a motion to approve the detour.

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

Marlin Weisheit: Aye.

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

Bobby Howard: That's all I have thank you.

Marlin Weisheit: Thank you.

COUNTY HEALTH
ARROW PLANNING GROUP 2016-2017 CONTRACT

Don Williams: Mr. Franz, you have an issue for us?

Aaron Franz: Aaron Franz, Warrick County Health Department. We're here about the contract for Arrow Planning Group. It's our preparedness contract for 2016-2017. That all should have been submitted.

Don Williams: Has it not been submitted?

Aaron Franz: I think, no, it should have been submitted.

Don Williams: Did you see it?

Roger Emmons: What's that?

Todd Glass: Yeah, I had a chance.

Roger Emmons: I sent it on December the 8th, the contract and Jason Bradshaw is in the audience. We work with him on the LAPC. So...

Marlin Weisheit: Um hum.

Todd Glass: I have a much better independent contractor form than this. But it suffices.

Aaron Franz: Suffices.

Aaron Franz: Go ahead and send it to me now and I'll use it.

Todd Glass: Yeah, buzz me next time you need it.

Aaron Franz: Okay. It will be next year.

Marlin Weisheit: Be a lot easier to use his anyhow.

Don Williams: So is (inaudible) in order.

Roger Emmons: (Inaudible).

Marlin Weisheit: Make a motion to approve the preparedness contract.

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

Marlin Weisheit: Aye.

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

Marlin Weisheit: Thanks, Jason.

Roger Emmons: I have the original for Don's signature (inaudible).

(Arrow Planning Contract is located on Pages 43 through 47 of these Official Minutes)

COUNTY PURCHASING
ITEMS TO BE DECLARED SURPLUS

Don Williams: Mr. Grassman, you're up.

Joe Grassman: Joe Grassman, Purchasing Manager. Sent to the Board pictures and a list of items from the Ohio Township Assessor's Office which they wish to have declared surplus and available for sale or disposal. Kristine, do you need a copy, you want a copy of this?

Kristine Georges: (Inaudible) that they will sign?

Joe Grassman: They won't sign it. They'll just approve it or disapprove it.

Don Williams: We can just approve it by motion.

Joe Grassman: You? Okay.

Marlin Weisheit: I make a motion to declare the items surplus from the Ohio Township Assessor's Office.

Don Williams: I'll second that. If Kristine wants a list of that, that's fine.

Joe Grassman: Okay.

Don Williams: We've all read it, so…

Joe Grassman: Okay.

Don Williams: You don't need the pictures (inaudible). Okay, did you make a motion?

Marlin Weisheit: Yes, I did.

Don Williams: Second, if I didn't second, I will now. Second the motion for the Ohio Township, not trustee…

Marlin Weisheit: Assessor's.

Don Williams: Assessor's Office. Those office supplies to be surplus. I'll second that and all in favor let it be known by saying, aye.

Marlin Weisheit: Aye.

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

Joe Grassman: I think, just for your information, I think the first thing we'll do is offer the items that are appropriate to all the offices in the County, if anybody needs any of it.

Don Williams: (Inaudible).

Joe Grassman: And from there on the website.

Don Williams: If another County office can use it, by all means, we need, we need to recycle, reuse, whatever.

Joe Grassman: Alright.

Don Williams: Recommission. Whatever you want to call it. We can do that.

Joe Grassman: Okay. That's all I have.

Marlin Weisheit: Thanks, Joe.

COUNTY SHERIFF

Don Williams: Sheriff, do you have anything back there?

Brett Kruse: No, Sir.

COMMISSIONERS ITEMS FOR DISCUSSION

Don Williams: Commissioner Weisheit, do you have anything?

Marlin Weisheit: I do not.

Don Williams: Entertain a motion.

Marlin Weisheit: Motion to adjourn.

Don Williams: We're adjourned.

ADJOURNMENT: Meeting adjourned at 5:05 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Don Williams

DON WILLIAMS, PRESIDENT

RICHARD A. REID, VICE PRESIDENT

Marlin Weisheit

MARLIN WEISHEIT, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

FILED
NOV 2 1 2016
WARRICK COUNTY
AREA PLAN COMMISSION

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

12/6/16

November 21, 2016

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

Re: Commercial Driveway C-15-092 - Lot 8 North Warrick Industrial Subdivision
Release of Surety
Our Project # 9716

Dear Bobby,

We have inspected the three commercial driveways and they are in general compliance with the approved permit.

On behalf of our client, we request a release of the surety for the commercial driveways.

Thank you,

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

cc: Warrick APC – Sherri Rector
Steve Kahre

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 12/12/16

4800 Rosebud Lane - Newburgh, IN 47630 - (812) 464-9585 - FAX: (812) 464-2514
www.morleyandassociates.com - e-mail: info@morleyandassociates.com
J:\9000s\9700-9799\9716\Civil 3D\Documents\Driveway LOC Release.doc

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

12/6/16

November 30, 2016

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

Re: Commercial Driveway C-15-094 - Primrose Retirement Communities
Letter Of Credit Reduction
Our Project # 9464

Dear Bobby,

We have inspected the commercial driveway and basin for the above referenced project and they are in general compliance with the approved permit and plan.

On behalf of our client, we request a release of the surety for the commercial driveway and basin.

Thank you,

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

cc: Warrick APC – Sherri Rector
Corey Sauerwein

JAMES E. MORLEY REGISTERED No. 10100250 STATE OF INDIANA PROFESSIONAL ENGINEER

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Marlin Weisheit

ATTEST:
Auditor
Date: 12/12/16

4800 Rosebud Lane - Newburgh, IN 47630 - (812) 464-9585 - FAX: (812) 464-2514
www.morleyandassociates.com - e-mail: info@morleyandassociates.com
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Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

Amounts OK
12-7-16

November 29, 2016

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

RE: WATERSTONE VILLAGE – SECTION 2
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 5255.4.001 B

Dear Bobby:
On behalf of Maken Corporation, developer of Waterstone Village Section 2, we are requesting a one year extension for Waterstone Village Section 2. The original permit will expire on January 27, 2017. Due to the slow rate of lot sales, and that sidewalks cannot be built before house construction is done (without damaging them during home construction), we are requesting this extension.

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

Sidewalks along lots: 118, 120 - 123, and 127.

470LF	@ $12.00	$5,640.00
TOTAL		$5,640.00

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

Thank you,

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

encl: Reduced Plat
Warrick APC Letter

cc: Warrick APC - Sherri Rector
Maken Corp. - Jeff Ubelhor
File

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Martin Weisheit

ATTEST:
Auditor
Date: 12/12/16

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4800 Rosebud Lane • Newburgh, IN 47630 • (812) 464-9585 • FAX: (812) 464-2514
www.morleyandassociates.com • e-mail: info@morleyandassociates.com

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

Amounts OK
12-7-16

November 29, 2016

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

RE: HUNTINGTON RIDGE
LETTER OF CREDIT EXTENSION AND RENEWAL
OUR PROJECT # 6388.4.001 B

Dear Bobby:
On behalf of Maken Corporation, developer of Huntington Ridge, we are requesting a one year extension for Huntington Ridge. The original permit will expire on January 17, 2017. Due to the slow rate of lot sales, and that sidewalks cannot be built before house construction is done (without damaging them during home construction), we are requesting this extension.

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

Sidewalks along lots: 60' of lot 1, 50, 51, and 53.

281	LF @ $12.00	$3,372
	TOTAL	$3,372

We recommend retaining the above-mentioned amount to ensure that all of the sidewalks are completed. The above mentioned value is simply a renewal of the current value.

Thank you,

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

encl: Reduced Plat
Warrick APC Letter

cc: Warrick APC - Sherri Rector
Maken Corp. - Jeff Ubelhor
File

BOARD OF COMMISSIONERS:
Don Williams
Richard Reid
Martin Weisheit

ATTEST:
Auditor
Date: 12/12/16

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www.morleyandassociates.com • e-mail: info@morleyandassociates.com

WARRICK COUNTY COMMISSIONERS' RESOLUTION 2016-13

RESOLUTION
AUTHORIZING APPLICATION SUBMISSION AND LOCAL MATCH COMMITMENT

RESOLUTION OF THE WARRICK COUNTY COMMISSIONERS, WARRICK COUNTY, INDIANA AUTHORIZING THE SUBMITTAL OF THE CDBG PLANNING GRANT APPLICATION TO THE INDIANA OFFICE OF COMMUNITY AND RURAL AFFAIRS AND ADDRESSING RELATED MATTERS

WHEREAS, the Warrick County Commissioners recognize the need to stimulate growth and to maintain a sound economy within its corporate limits: and

WHEREAS, THE Housing and Community Development Act of 1974, as amended, authorizes the Indiana office of Community and Rural Affairs to provide grants to local units of government to meet the housing and community development needs of low-and moderate-income persons and/or the elimination of blight; and

WHEREAS, the Warrick County Commissioners have conducted or will conduct public hearings prior to the submission of an application to the Indiana Office of Community and Rural Affairs, said public hearings to assess the housing, public facilities and economic needs of its low-and moderate-income residents:

NOW, THEREFORE BE IT RESOLVED by the Warrick County Commissioners that:

1. The Warrick County Commissioners President is authorized to prepare and submit an application for grant funding for a Historic Preservation Plan for the Warrick Historic Jail located in Boonville, Indiana, and to execute and administer a resultant grant including requisite general administration and project management, contracts and agreements pursuant to regulations of the Indiana Office of Community and Rural Affairs and the United States Department of Housing and Urban Development.

2. The Warrick County Commissioners hereby commit the requisite local funds in the amount of $1,800.00 in the form of Historic Jail Grant Fund, as matching funds for said program, such commitment to contingent upon receipt of Historic Preservation Planning Grant from the Indiana Office of Community and Rural Affairs.

Adopted by the Warrick County Commissioners this 12th day of December, 2016 at 4:00 P.M.

Warrick County Commissioners

Signature
Don Williams
President

Attested By:
Signature

Deborah K. Stevens
Auditor

Date: December 12, 2016

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
ECONOMIC DEVELOPMENT COALITION OF SOUTHWEST INDIANA

This Site Access Agreement ("Agreement") is made by and between Warrick County ("Owner") and Economic Development Coalition of Southwest Indiana ("Coalition") regarding the Owner's property located at 124 E. Main Street, Boonville, IN ("Site"). The Coalition requests permission to enter the Site for the exclusive purposes of conducting environmental investigation activities in connection with the US Environmental Protection Agency Assessment Grant BF-Grant #00E01343 and the Indiana Brownfields Program ("Program").

1. Owner hereby gives permission to Coalition employees and authorized environmental consultants and/or contractors to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner.

2. The permission granted by Owner under this Agreement is contemplated to be used for the following activities that may be performed by Authorized Parties:

a. Investigation of soil and groundwater, including, but not limited to, the installation of soil borings, test pits and/or groundwater monitoring wells, the use of geophysical equipment, the use of drilling equipment for collection of soil and sediment samples, the logging, gauging and sampling of existing wells, video taping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, soil vapor or other material deemed appropriate by the Program and the like.

b. Survey of asbestos-containing material and lead-based paint conditions.

c. On-Site observation and oversight of environmental investigation activities

3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner or the Owner's successors and assigns for any contamination discovered on the Site.

5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.

6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.

7. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of Owner.

8. The Coalition will supply to Owner all information derived from the environmental investigation conducted at the Site. The Coalition may use such information for any purpose at their sole discretion. Information will be held in confidence except as instructed by the Owner, the Program, or as required by law.

9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.

11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.

12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.

13. Copies of this Agreement may be executed separately by the parties, and once executed by the parties to this Agreement; all such copies taken together shall constitute a single contract. This Agreement may be executed in one or more counterparts, each of which shall be determined to be an original for all purposes.

Don Williams 12/12/2016 Marlin Weisheit 12/12/2016
Owner Date Witness Date

Site Owner's Telephone Number(s): _____

Site Owner's Mailing Address (if other than Site address): _____
107 W. Locust Street, Suite 301, Boonville, IN 47601

Accepted by Coalition by:
Carol Hagedorn 12/12/16
Carol Hagedorn Date
Economic Development Coalition

2

malcon
MALINOWSKI CONSULTING, INC.

November 30, 2016

The Honorable Don Williams
The Honorable Richard A. Reid
The Honorable Marlin Weisheit
Warrick County Commission
107 W Locust St., Suite 301
Boonville, IN 47601

Re: Proposal for the Preparation of the Annual County-Wide Cost Allocation Plans 2016-2018

Dear Commissioners:

Section 1: Introduction

The purpose of this letter is to provide Warrick County with a formal proposal outlining how Malinowski Consulting, Inc. can be of assistance in the area of providing technical expertise in the preparation of the Annual County-Wide Cost Allocation Plan (CAP).

Section 2: Background

Warrick County operates a number of Warrick programs that the State of Indiana and the Federal Government reimburse the costs of those operations. In the mid-1970's, the Federal Government established rules by which local government would be reimbursed for administrative/support costs associated with the operation of the local Warrick programs. The CAP has become an essential tool that enables Warrick County to recover the indirect costs of operating these programs.

Section 3: Objectives

The objectives are to:

- Provide all necessary documentation to State and Federal program administrators to clearly document related eligible expenses.
- Actively search for sources of additional reimbursement to the County General Fund from Federal, State or Local sources.
- Make the process of preparing the CAP as easy as possible on County employees who can better service the Citizens better.

Section 4: Scope

To achieve the objectives of this service, Malinowski Consulting will cover all aspects of the CAP between Warrick County and the State of Indiana. This will include the following:

- **CAP Data Collection:** Malinowski Consulting will perform all data collection activities. County staff will provide direction as to where the information can be obtained.
- **CAP Presentation to County Officials:** After the compilation of the CAP, Malinowski Consulting will meet with the appropriate County Officials (Auditor, Commissioners, Council, etc.) to review the results of the analysis, focusing on the recoveries to the General Fund.

- **Delivery and Negotiation with State Officials:** All delivery, presentations and negotiations with State agencies is included in this service.
- **Audit Defense to Federal and State Auditors:** In the event that State or Federal auditors have questions regarding how the CAP was prepared, Malinowski Consulting is ready to stand completely behind the plan results.

Section 5: Approach

The following approach to this assignment will include these steps:

- Identify central services (i.e. claims processing, banking, payroll service, etc.) by scheduling on-site meetings with County department managers to identify all potential areas for recovery.
- In cooperation with the County Auditor's Office, determine wages and fringe benefits for the central service departments.
- Gather and review the appropriate activity statistics (i.e. paychecks processed by department) to determine annual allocation statistics that will stand-up to audit tests.
- Review County expenditure claims from the General and other Funds to ensure the utmost recoveries of eligible supplies and other services and charges.
- Compile all data collected from various County departments into an electronic format that will generate the appropriate report that meets State and Federal guidelines.
- Review the CAP with County staff to foster an understanding of the submitted document.
- Deliver the CAP to the responsible State agency contact guaranteeing receipt of all required data.
- Monitor the approval and payment process by the State.
- Respond quickly to questions posed the Indiana Family and Social Services Administration, Indiana Department of Child Services, Indiana State Board of Accounts and Federal program managers and auditors.

Section 6: Timing

The central service cost allocation plan will be prepared and submitted within first quarter of the year in which it will be claimed. **Specifically, the County will have the CAP by April 1st of the following year (i.e. 2016 CAP delivered by April 1st, 2018).**

Section 7: Staffing

Malinowski Consulting will utilize the expertise of our ***Indiana*** based consulting staff.

- Charles Malinowski, President
- Barbara Malinowski, Operations Manager
- Daniel Vaughn, Consultant

Section 8: Qualifications

The following are key qualifications that make Malinowski Consulting uniquely suited for this assignment:

- 18 **Indiana Counties** - Preparation of County-Wide Cost Allocation Plans for the years 2005 through 2016.
- 43 **Indiana Counties** - Preparation of Title IV-D Monthly Expenditure Reimbursement claims for the years 2004 through 2016.
- 25 **Indiana Counties, Cities/Towns/Townships, Fire Territories** - Preparation of the annual Medicaid Ambulance Cost Report for the years 2011 through 2016.

Malinowski Consulting is an ***Indiana Corporation*** serving Indiana Counties since 2004 with a consulting staff that is based exclusively within ***Indiana***.

Section 9: Fees and Expenses

Proposed Fees:

The Years Ending December 31, 2016, 2017 and 2018
Professional Fee: **$5,940.00** Each or **$17,820.00** Total

- This fee is ***not contingent*** upon the recovery of costs from the Federal Government thereby allowing the fee to be included in future plans for reimbursement.
- This fee is inclusive of all services performed and no additional expenses will be necessary.
- The professional service fee will be submitted to the County for payment in January following plan delivery (i.e. 2016 CAP delivered in 2017 and invoiced in January 2018).

Section 10: Closing

It has been a privilege to submit this proposal to Warrick County to provide for the preparation of the cost allocation plan. The comprehensive approach outlined above will optimize recoveries from the State and Federal governments, meet and exceed filing guidelines and substantially enhance the reliability and defense of the CAP.

If this proposal meets with your approval, please have the appropriate County official sign in the acceptance section and return one signed copy.

Respectfully submitted,

Charles F. Malinowski
President

ACCEPTANCE

This agreement between Warrick County and **Malinowski Consulting, Inc.** to provide the preparation of the County-Wide Cost Allocation Plan (CAP), starting with the Years Ending December 31, 2016, 2017 and 2018.

The professional fees shall be **$5,640.00** each year or **$17,820.00** for the term of this agreement.

This agreement shall be in effect from the date of signature, entered below, until either party wishes to change the scope of the services or the professional fee. Either party may terminate the agreement with a thirty-day (30) written notice.

These fees are inclusive of all services performed and no additional expenses will be necessary.

An invoice will be submitted to the County in January of the year in which it will be claimed and is payable within 45 days.

The following signatures will be considered as evidence of the acceptance of the above-described terms.

Acceptance by Warrick County, Indiana

By: Don Williams

Name: Don Williams

Title: President, Warrick County Board of Commissioners

Date of Signature: 12/12/16

Attest: Deborah K. Stevens

Name: Deborah K. Stevens

Title: Warrick County Auditor

For Malinowski Consulting, Inc.

By:

Name: Charles F. Malinowski Title: President

WARRICK COUNTY COMMISSIONERS ORDINANCE 2016-32

WHEREAS, Indiana Code 5-10-6-1 provides that the Warrick County Board of Commissioners shall, by ordinance, establish dates designated to be Holidays for the year:

NOW, THEREFORE, be it ordained by the Warrick County Board of Commissioners that said Board establishes the following days as legal holidays for the year 2017:

		OBSERVED
New Year's Day	Monday	January 2
*Birthday Holiday	*Actual Birthday	
Martin Luther King, Jr. Day	Monday	January 16
President's Day	Monday	February 20
Good Friday	Friday	April 14
Memorial Day	Monday	May 29
Independence Day	Tuesday	July 4
Labor Day	Monday	September 4
Columbus Day	Monday	October 9
Veterans' Day	Friday	November 10
Thanksgiving Break	Thu-Fri	November 23 & 24
Christmas Eve & Christmas	Mon-Tue	December 25 & 26
New Year's Eve	Friday	December 29

*If an employee's birthday falls on a holiday, they will have the next working day off. If their birthday falls on a Saturday, they will be off the preceding Friday. If their birthday falls on a Sunday, they will be off the following Monday.

This Ordinance passed and ordained this 12th day of December, 2016.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Don Williams, President

Richard A. Reid, Vice-President

Marlin Weisheit, Member

ATTEST:

Deborah Stevens, Auditor

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AGREEMENT
County of Warrick

THIS AGREEMENT is made and entered into as of the 12TH day of December, 2016

by and between

Warrick County "OWNER":
and

Jerry Aigner Const., Inc. "CONTRACTOR":

concerning the following:

PROJECT: **Removal of a total of four (4) unsafe residential structures: three (3) located in the City of Boonville, Boon Township, Warrick County, Indiana and one (1) located in the Town of Elberfeld, Greer Township, Warrick County, Indiana.**

A complete list of home may be found in Attachment "A".

A. The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;

B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

NTB-1

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

.1 This Agreement;

.2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;

.3 General Conditions

.4 Special Conditions

.5 CONTRACTOR's Itemized Proposal and Declarations

.6 Technical Specifications

.7 City Standards and Specifications

.8 Instructions to Bidders

.9 Advertisements or Notice to Bidders

.10 Performance and Payment Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

.1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;

.3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

2. Contract Price

2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to demolish, complete, and make ready for use by the OWNER for the lump sum of Forty-Seven Thousand Five Hundred Fifty Dollars ($47,550.00).

NTB-2

2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion of all Work on or before 30 days after Notice to Proceed has been issued by the OWNER ("Contract Completion Date").**

3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of $100.00 per day for each structure that remains undemolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

NTB-3

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of December, 2016.

Firm Name Jerry Aigner Const., Inc.
Address 944 N. Baker Road
Boonville, IN 47601

Telephone No. 812-897-5815

By: _____
Signature

Printed: Jerry L. Aigner

Title: President

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this 12TH day of December, 2016.

For and on behalf of the County of Warrick, Indiana.

COUNTY OF WARRICK

_____
Warrick County Commission President

APPROVED AS TO LEGAL FORM:

_____
Todd Glass, Warrick County Attorney

ATTEST:

_____
Deborah Stevens, Warrick County Auditor

NTB-4

SC-1 Compliance With E-Verify Program

The following shall be added as paragraph 16.23 of the General Conditions:

16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

16.23.1 CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

16.23.2 If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

16.23.3 CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.

NTB-5

ATTACHMENT "A"

911 S. 3rd Street, Boonville	$10,750
133 Lovers Lane, Boonville	$13,000
1356 Parklane, Boonville	$ 8,300
455 Main Street, Elberfeld	$15,500

NTB-6

AUDITOR'S ORIGINAL. RE

CHANGE ORDER No. 2

Date 12-12-16

Contractor: Jerry Aigner Construction Inc.

Project Address: 1313 Walnut Street

Owner: Warrick County Commissioners

1.	Remove one large tree per property owner	$1,500
2.	Fill in cistern on property	$1,500

Original Contract Amount: $ 176,500.00

Revised Net Contract Amount With previous change orders $ +5,968.38

Amount of this Change Order: $ +3,000.00

Revised Contract Amount: $ 185,468.38

We hereby agree to the above as an additional/reduced project cost(s) to be added/deleted to the original scope of work:

Commission County Commission President — Date: 12/12/2016

ATTEST:

Auditor — Date: 12/12/16

JERRY AIGNER CONSTRUCTION

Office: 812-897-3815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

December 1, 2016

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 1313 Walnut Street, Boonville, IN

- Remove one large tree $1,500.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

JERRY AIGNER CONSTRUCTION

Office: 812-897-5815

COMPLETE EXCAVATING SERVICE • COMMERCIAL-RESIDENTIAL-FARM

December 2, 2016

Debra Bennett-Stearsman
Director of Special Projects
Economic Development Coalition of Southwest Indiana
dbennett@southwestindiana.org

RE: Blight Property Change Order – 1313 Walnut Street, Boonville, IN

- Fill in cistern on property $1,500.00

Should you have any questions, please contact me at 812-305-3886.

Sincerely,

Darren McClellan
Project Manager

944 North Baker Rd., Boonville, IN 47601

BrandAcceleration
ECONOMIC DEVELOPMENT MARKETING

5799 Noble Drive
Indianapolis, Indiana 46234
317.536.6255

C O N T R A C T
A G R E E M E N T

SUCCESS WARRICK COUNTY
ATTENTION: MR. LARRY TAYLOR
4763 Rosebud Lane, Suite C
NEWBURGH, INDIANA 47630
812-858-3555
larry.taylor@warrickcounty.gov

Client: Success Warrick County

Job #: WAR BD151201

Date: 10/27/16

Project: Friedman Park Marketing
- 6-8 Page Friedman Park Website
- Friedman Park Logo
- Write and Distribute News Release Announcing Friedman Park

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

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

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

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

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

Website Hosting and Domain: Initial to Approve

Website Hosting – Friedman Park $530 per year

BrandAcceleration
ECONOMIC DEVELOPMENT MARKETING

5799 Noble Drive
Indianapolis, Indiana 46234
317.536.6255

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

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

IMPORTANT

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

Total Agreement: $35,800, plus hosting.
Terms: Development: 50% with signed agreement, 25% at copy approval, balance invoiced upon completion. Invoices due upon receipt. Hosting renews annually, in advance.

Accepted by:

James Walton, Brand Acceleration — Date 11-29-16

Larry Taylor, Success Warrick County — Date 11/29/16

Marlin Walthall, Warrick County Commissioner — Date 12/12/2016

Richard A. Reid, Warrick County Commissioner — Date

Don Williams, Warrick County Commissioner — Date 12/12/2016

BENEFIT MANAGEMENT AGREEMENT
WARRICK COUNTY GOVERNMENT
AMENDMENT

THIS AMENDMENT TO THE BENEFIT MANAGEMENT AGREEMENT ("Amendment"), effective 12:01 a.m. January 1, 2017, is made by and between Warrick County Government, the Plan Sponsor and/or Plan Administrator (hereinafter referred to as the "Plan Administrator") and Medical Benefits Administrators, Inc. ("MEDBEN"), a third party administrator ("TPA"). The changes set forth in this Amendment apply to the most recent Benefit Management Agreement executed between Warrick County Government, the Plan Administrator, and MEDBEN and the terms and provisions of that Benefit Management Agreement still apply unless changed as part of this Amendment.

EXHIBIT A
PLAN LISTING

In accordance with the terms of the Benefit Management Agreement, of which this Exhibit A is made a part thereof, MEDBEN shall perform the management services and functions set forth in the Plan Administrator's Benefit Management Agreement, including the Exhibits attached thereto, solely on behalf of the following employee welfare benefit plans, referred to collectively in this Agreement as "Plan":

Warrick County Government Employee Health Benefit Plan
Warrick County Government High Deductible Benefit Plan

MANAGEMENT SERVICES FEE SCHEDULE

Effective January 1, 2017, and remaining effective until modified or amended by mutual agreement of the parties* (unless otherwise specifically indicated herein), Warrick County Government, as Plan Administrator of the Plan(s) listed above, hereby agrees to the following management and service fees. Any fee marked with an asterisk (*) is a fee not guaranteed by MEDBEN.

Medical Benefits Administrators, Inc. (MEDBEN)

Claims and benefit management and processing services as described more fully in the Agreement.

For medical claims management services	$21.40 per Participant per month.
For vision claims management services	$1.30 per Participant per month.
For management of the prescription drug program(s) listed below	$1.05 per Participant per month.
For COBRA management services (as described in the "COBRA" Exhibit) and for the HIPAA services (as described in the "HIPAA Portability Services" Exhibit)	$2.25 per Participant per month. (MEDBEN will remit this entire fee to Medical Benefits Mutual Life Insurance Co.) A 2% administrative fee is added to current plan year rates and billed to COBRA Participants. This fee is not billed to the Plan Administrator. Medical Benefits Mutual Life Insurance Co. retains the 2% administration fee for the processing of COBRA premium.

For network maintenance costs	$0.75 per Participant per month.
For Medicare D Disclosure Notice and CMS Notice services	$0.60 per employee per month
For Medicare D Testing services	$350.00 per test billed each time the test is performed (even if testing done more than one time per year)

Pharmacy, Network, Disease Management & Other Vendors

For Medicaid prescription drug subrogation management services	$1.50 per claim paid to Pharmacy Data Management, Inc. for processing Medicaid subrogation claims
For processing of prescription drug card retail program electronic claims	$0.90 per adjudicated electronic claim to PDM* (PDM retains $0.27 of this fee, $0.07 is paid to PDM for Rx EOB access and MEDBEN receives $0.56 of this fee.)
For processing of prescription drug card program paper claims	$1.25 per adjudicated paper claim to PDM*
For processing of mail order pharmacy electronic claims	$0.90 per adjudicated electronic claim to PDM* (PDM retains $0.27 of this fee, $0.07 is paid to PDM for Rx EOB access and MEDBEN receives $0.56 of this fee.)
Pharmacy Rebates and charges for managing and maintaining the prescription drug program pharmaceutical contracts and, if applicable, the prescription drug program formulary	Pharmacy rebates are paid by Pharmaceutical Horizons to the Plan Administrator by remitting same to MEDBEN who then forwards the rebates to the Plan Administrator. "100% of the pharmacy rebates available to the Plan Administrator are paid to the Plan Administrator, minus $0.30 per adjudicated claim which is retained by Pharmaceutical Horizons for its management of the prescription drug pharmaceutical contracts and the prescription drug program formulary. This fee applies to any rebate "true up" program."
For access to the preferred provider network	$4.50 per Participant per month in the Encore network to be remitted by MEDBEN to Encore.*

***Vendor fees are not guaranteed by MedBen to remain constant during the term of this Agreement.**

American Health Holding, Inc. (AHH, Inc.)

1. Plan Administrator hereby authorizes MEDBEN to electronically transfer its Plan(s) medical claims data, prescription claims data and utilization review data to AHH, Inc. in order for AHH, Inc. to provide the services requested by Plan Administrator.

2. The Plan Administrator authorizes MEDBEN to pay AHH, Inc. for services rendered in accordance with the AHH, Inc. fee schedule set forth below and as modified by AHH, Inc. from time to time.

For utilization review (pre-certification) management services	$3.10 per Participant per month. (American Health Holding, Inc. retains $1.35 of this and MEDBEN receives $1.75). Additional amounts may be charged to the Plan Administrator by American Health Holding, Inc. for physician and nurse reviews, including, but not limited to case management and medical necessity reviews*
Case management services performed by American Health Holding, Inc.	$99.00 per hour

The Phia Group (Phia)

MEDBEN will outsource any and all Plan subrogation matters to The Phia Group on behalf of the Plan and Plan Administrator, unless MEDBEN has, in writing, a request from the Plan Administrator not to utilize The Phia Group's services on behalf of the Plan. The Phia Group charges the amount set forth in the fee schedule below for performing subrogation services. The fees below are subject to change and are not guaranteed by MEDBEN. In no event and under no circumstances will MEDBEN perform any subrogation services for the Plan or the Plan Administrator. If the Plan Administrator decides not to use The Phia Group's services, the Plan Administrator acknowledges and understands that it will be responsible for managing and handling all subrogation matters outside of this Agreement and without the assistance of MEDBEN.

Subrogation services performed by The Phia Group	20% of amounts recovered
Litigation services associated with subrogation cases (on a case by case basis and as approved by the Plan Administrator)	Hourly rate in effect at the time such services are requested

DISCLOSURE/APPROVAL STATEMENT

This statement is designed to comply with the conditions of disclosure, acknowledgment and approval required by the U.S. Department of Labor, the Internal Revenue Service, and any other applicable state and/or federal law, applicable to the Plan(s) in connection with the purchase of group insurance by employee benefit plans. D.A. Waltz & Associates, the stop-loss carrier's Managing General Agent, if applicable, and MedBen Marketing Services, Inc., the agent(s) and/or broker(s) who assisted the Plan Administrator in purchasing the following group insurance product(s) from the insurance carriers listed below, may collectively and/or individually receive commissions, if and as set forth below:

Group Insurance Product(s)
1) Specific Excess Reinsurance.
2) Aggregate Excess Reinsurance.

Insurance Carrier(s)
1) Pan American/ECU

By agreeing to submit claims on behalf of the Plan Administrator and by accepting commission, if applicable, MedBen does not endorse any particular excess stop-loss carrier or its policies. Although MedBen has made every effort to review such policies in consideration of the Plan Administrator's purpose for purchasing same, the Plan Administrator remains solely responsible for meeting the terms of the stop-loss policy, including any conditions which must be met in order to receive reimbursement or other claims payment under the stop-loss policy.

COMMISSION SCHEDULE

This Commission Schedule is attached and made part of this Agreement effective as of January 1, 2017, unless otherwise noted. In addition, D.A. Waltz & Associates, MedBen Marketing Services, Inc. may receive additional commissions or bonus amounts based upon contractual relationships MedBen Marketing Services, Inc. has with various excess insurance carriers and vendors.

The Commission Schedule is as follows:

MedBen Marketing Services, Inc. (for stop loss coordination)	3% of the stop loss premium
D.A. Waltz & Associates-Dave Waltz (for stop loss coordination)	10.6% of the stop loss premium
D.A. Waltz & Associates- Steve Waltz (for stop loss coordination)	1.4% of the stop loss premium

MedBen Marketing Services, Inc. and certain MedBen Marketing Services, Inc. employees may also receive certain commissions. Some commissions may be based on the volume of business with certain vendors, including life insurance carriers. For business placed with stop-loss carriers, this amount could be as high as 4% of total premium placed. Fees and commission amounts disclosed herein for services and/or products not performed by MEDBEN are not guaranteed by MEDBEN during the term of this Agreement. The Plan Administrator is authorized to purchase insurance and management services for the Plan and acknowledges that the information herein is correct and reflects the actions taken and requested by the Plan Administrator. The Plan Administrator hereby authorizes the purchase of such insurance and management services. In addition, by executing this Agreement, the Plan Administrator acknowledges that neither the Plan Administrator nor any representative of the Plan Administrator has or will receive, directly or indirectly, any compensation, for his or her own personal account, in connection with the purchase of the recommended insurance and management services.

IN WITNESS WHEREOF, Medical Benefits Administrators, Inc. and Warrick County Government hereby agree to the provisions of this Amendment to the Benefit Management Agreement, including the attached Exhibits, if any, by the authorized representative's signatures below, effective as of January 1, 2017.

PLAN ADMINISTRATOR
Warrick County Government
107 West Locust Street
Boonville, Indiana 47601

By: _____
Authorized Representative of Plan Administrator

Don Williams
Printed Name

MEDICAL BENEFITS ADMINISTRATORS, INC.
1975 Tamarack Road
Newark, Ohio 43055

By: _____
CAROLINE F. R. FRAKER
Vice President, Compliance
Chief Privacy Officer

Warrick County Government
EXHIBIT B - INDIANA ADDENDUM

The Plan Administrator and MEDBEN will comply with the following provisions of Indiana law, as applicable, as set forth below: IND. CODE § 27-1-25-4 (b) regarding the Indiana Commissioner of Insurance's right to inspect books and records; IND. CODE § 27-1-25-6 regarding fiduciary accounts; IND. CODE § 27-1-25-7 regarding claims payment; and IND. CODE § 27-1-25-9 regarding delivery of written communications.

APPLICABLE PROVISIONS OF INDIANA LAW

IND. CODE 27-1-25-4 Records maintenance
(b) The commissioner is entitled to inspect all books and records of the administrator for the purpose of examinations and audits. Trade secrets contained within those books and records, including the identity and addresses of policyholders and certificate holders, financial information concerning the administrator, and the business plan of the administrator, are to remain confidential. However, the commissioner may use that confidential information in proceedings instituted against the administrator.

IND. CODE 27-1-25-6 Fiduciary status of administrator; fiduciary accounts
(a) An administrator is a fiduciary in collecting or returning premiums or charges for the insurer with whom it has a written agreement for administrative services.

(b) Funds collected by the administrator shall be immediately remitted to the person entitled to the funds, or deposited in a fiduciary account, which shall be established and maintained by the administrator in a federally insured or state insured financial institution.

(c) The administrator shall maintain records clearly showing the deposits and withdrawals from the fiduciary account for each insurer with whom it has a written agreement for administrative services. The administrator shall furnish to the insurer:

(1) upon the insurer's request, copies of the required records; and
(2) at intervals specified in the written agreement, a periodic accounting of transactions performed by the administrator pertaining to the business underwritten by the insurer.

(d) Subject to the written agreement required by section 2 of this chapter, withdrawals from the fiduciary account shall only be made for the following:

(1) Remittance to an insurer entitled to the funds.
(2) Deposit in an account maintained in the name of the insurer with whom the administrator has a written agreement.
(3) Transfer to and deposit in a claims paying account, with claims to be paid as required under section 7 of this chapter.
(4) Payment to a group policyholder for remittance to the insurer entitled to the funds.
(5) Payment to the administrator for its commission, fees, or charges.
(6) Remittance of return premiums to the person entitled to the funds.

(e) An administrator may not pay any claim with money withdrawn from a fiduciary account established under subsection (b) in which premiums or charges are deposited.

IND. CODE 27-1-25-7 Claims payment
All claims paid by an administrator from funds collected on behalf of an insurer shall only be paid on drafts or checks authorized by the insurer.

IND. CODE 27-1-25-9 Delivery of written communications
Policies, certificates, booklets, termination notices, or other written communications delivered by an insurer to an administrator for delivery to its covered individuals shall be delivered by the administrator promptly after receipt of instructions from the insurer to do so.

_____ Plan Administrator Acknowledgement	12/12/2016 Date

Indiana Addendum Page 1 of 1

APPLICATION TO PAN-AMERICAN LIFE INSURANCE COMPANY FOR AGGREGATE AND SPECIFIC EXCESS LOSS INSURANCE

Application is hereby made to the Pan-American Life Insurance Company ("Company") for Aggregate and Specific Excess Loss Insurance. This Application must be accepted and approved by the Company or its authorized representative prior to any Contract being in existence.

1. Full Legal Name of Applicant: **Warrick County Government**
2. Address: **107 W. Locust Street, Suite 301**

   City: **Boonville** State: **IN** Zip Code: **47601**
3. If employee benefit plans of subsidiary or affiliated companies (companies under common control through stock ownership, contract, or otherwise) are to be included, list legal name and addresses of such companies.
   NONE
4. Enter the full name of your Employee Benefit Plan(s) - (A copy of such Employee Benefit Plan(s) must be attached. **Warrick County Government Employee Benefit Plan**
5. Name and address of Designated Third Party Administrator:
   Medical Benefits Administrators, Inc., 1975 Tamarack Road, Newark, OH 43058
6. Effective Date: **January 1, 2017**
7. Estimated Initial Enrollment (will be used as the Number of Covered Units during the first Contract Month):

   106 Singles and **51** Employee Spouse and **56** Employee Child and **41** Families (or) ___Composite
8. **GENERAL SCHEDULE OPTIONS:**

   (a) Disabled Persons [X] are [ ] are not covered.
   Retired Employees [X] are [ ] are not covered.

   (b) Aggregate Benefit [X] Yes [ ] No

   Aggregate Contract Basis: Employee Benefit Plan expenses must be Incurred from **January 1, 2016** through **December 31, 2017**, and Paid from **January 1, 2017** through **December 31, 2017**.
   Claims Incurred prior to the Contract Effective Date are limited to **N/A**.

8. **GENERAL SCHEDULE OPTIONS:** (Continued)

   Aggregate eligible expenses include:
   [X] Medical [X] Prescription Card Service
   [ ] Dental Care [ ] Weekly (Disability) Income
   [ ] Vision Care [ ] Other

Aggregate Deductible Per Month, per single Employee:	$763.50
Employee plus Spouse:	$1,520.89
Employee plus Child:	$1,346.05
Family:	$2,284.39
Composite:	N/A
Aggregate Payable Percentage (excess of deductible):	100%
Maximum Eligible Claim Expense Per Covered Person:	$75,000
Annual Minimum Aggregate Deductible:	$3,930,422
Maximum Aggregate Benefit (excess of Deductible):	$1,000,000

   [X] Monthly Aggregate Accommodation Addendum (Optional)
   Separate premiums, if elected
   [ ] Terminal Premium Optional Addendum
   Separate premiums, if elected

   (c) Specific Benefit [X] Yes [ ] No
   Specific Contract Basis: Employee Benefit Plan expenses must be Incurred from **January 1, 2016** through **December 31, 2017**, and Paid from **January 1, 2017** through **December 31, 2017**.
   Claims Incurred prior to the Contract Effective Date are limited to **N/A**.
   Specific Eligible Expense: **Medical Only**

Specific Deductible (per person):	$75,000
Specific Payable Percentage (excess of deductible):	100%
Maximum Specific Benefit (per person in excess of Specific Deductible):	Unlimited

9. **PREMIUMS:**

   (a) Aggregate Premium

Premium Per Month Per Unit:	$3.05
Minimum Annual Aggregate Premium:	N/A
Monthly Aggregate Accommodation	
Annual Premium in Advance:	N/A
Premium Per Month Per Unit:	$1.50

   (b) Specific Premium

Premium Per Month Per Single Employee:	$88.64
Employee plus Spouse:	$170.95
Employee plus Child:	$151.95
Family:	$253.93
Composite:	N/A
Minimum Monthly Specific Premium:	N/A

10. **SPECIAL RISK LIMITATIONS:**

    Contract will be based upon the current employee benefits as defined in the Employee Benefit Plan by reference or by attachment, except as noted below:

    Aggregate:
    - **Entire Contract: This Contract Form as issued to the Contractholder, together with the Contractholder's signed Application and Schedule, Disclosure Statement, final signed and accepted proposal, any Contract Addenda and the Policyholder's Plan Document which is on file with the Company constitute the entire contract.**

    Specific:
    - **Prescription drugs are included in the Specific benefit.**
    - **There will be an Aggregating Specific deductible of $125,000.**
    - **Entire Contract: This Contract Form as issued to the Contractholder, together with the Contractholder's signed Application and Schedule, Disclosure Statement, final signed and accepted proposal, any Contract Addenda and the Policyholder's Plan Document which is on file with the Company constitute the entire contract.**

11. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT:**

    (a) This section is intentionally left blank.
    (b) All documentation requested by the Company must be submitted prior to any approval of this Application and must be received by the Company within ninety (90) days of the requested Effective Date.
    (c) If the Schedule shows disabled persons are not covered, no benefits will be paid under the Contract for expenses Incurred or Paid under the Employee Benefit Plan for a disabled person until:
    (1) if an employee, he or she returns to active, full-time employment for at least one (1) full working day; or
    (2) if a dependent or Continuation Beneficiary, he or she is able to perform the normal functions or a person of like sex and age.
    (d) Issuance of Excess Loss Insurance is in reliance upon the information provided by the Applicant or its Agent. Should subsequent information become known which, if known prior to issuance of the Contract, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Insured.
    (e) The Contract, if issued, may be void, if whether before or after a claim or loss, any material fact or circumstance was concealed or misrepresented on behalf of the Applicant, or if the Applicant or its Agent, committed fraud.
    (f) Receipt of a premium and its deposit in connection with the Application shall not constitute an acceptance of liability. In the event that Pan-American Life Insurance Company disapproves this Application, its sole obligation shall be to refund such sum to the Applicant.

11. **IT IS UNDERSTOOD AND AGREED, AS CONDITIONS PRECEDENT TO THE APPROVAL OF THIS APPLICATION, THAT: (Continued)**

(g) If a Contract is issued and later rescinded, the sum of all benefits paid will be deducted from the sum of all premiums paid. If the result is positive, such amount will be paid by the Company to the Applicant. If the result is negative, such amount will be paid by the Applicant to the Company.

(h) The initial premium will be paid on or before the Effective Date, and subsequent premiums are due no later than the first day of each calendar month during the Contract Year

(i) Applicant acknowledges that the Contract which is the subject of this Application is a reimbursement Contract. Applicant must first pay claims before submitting them for reimbursement.

(j) Oral Statements not expressly incorporated herein are not part of this Contract. Only the President, a Vice President, or the Secretary of the Company may make changes to the Contract Form or Addenda on behalf of the Company. All changes to this Contract must be in writing and attached to this Contract.

(k) NEITHER THIS APPLICATION NOR THE TERMS OF THIS APPLICATION MAY BE ALTERED.

In making this Application, the Applicant represents that, to the best of its knowledge and belief, such information accurately reflects the true facts and that the undersigned has authority to bind the Applicant to the proposed Contract. Accordingly, this Application will be a part of the Contract if accepted by the Company or its authorized representative.

Dated at _____ this _____ day of _____, 20 _____.

Witness: _____ Applicant: Warrick County Government
Signature of Licensed Resident Agent

Tax ID#: 35-6000210

By: _____
(Officer/Partner) Don Williams

Title: President, Warrick County Commissioners

Licensed Resident Agent: _____
(Type or Print)

Address: _____

City: _____ State: _____ Zip: _____

Social Security or Tax ID#: _____

PA-0009 - 4 - Applicant Initials _____

ACCEPTANCE

Accepted on behalf of the Company, this _____ day of _____, 20 _____.

By: _____

Title: President, East Coast Underwriters

Contract No.: 48344 Effective Date: January 1, 2017 Expiration Date: December 31, 2017
(12:01 A.M. EASTERN STANDARD TIME 11:59 P.M.)

PA-0009 - 5 - Applicant Initials _____

KnowBe4
Human error. Conquered.

Company Address	33 N Garden Avenue, Suite 1200 Clearwater, FL 33755 US	Created Date	11/30/2016
		Expiration Date	12/31/2016
		Quote Number	00069950
		Payment Terms	Net 30
Prepared By	Mieshb Blankenship	Contact Name	Doug Duncan
Email	mieshb@knowbe4.com	Phone	+1.812.568-7121
Phone	(727) 316-5276	Email	dduncan@warrickcounty.gov
Extension	520		
Fax	(727) 386-4067		
Bill To Name	Warrick County	Ship To Name	Warrick County
Bill To	555 Rain Rd Boonville, IN 47601-9150 United States	Ship To	555 Rain Rd Boonville, IN
Description	IGTLA Special Package		

Product	Product Description	Sales Price	Discount	Quantity	Total Price
1000KMSGN000C36	Kevin Mitnick Security Awareness Training Subscription Gold Users 101-500 Users 3 Years	USD 26.13	25.00%	155.00	USD 3,270.11
1000KMSPU000000	Kevin Mitnick Security Awareness Training Subscription Platinum Upgrade	USD 5.07	100.00%	155.00	USD 0.00
1550KMHCN000012	Kevin Mitnick Home Internet Security Course Access	USD 29.95	100.00%	155.00	USD 0.00

Subtotal	USD 9,788.25
Total Price	USD 3,270.11
Grand Total	USD 3,270.11

Quote Acceptance Information

Warrick County Commissioners

Signature _____

Name Don Williams

Title President

Date 12/12/2016

END-USER LICENSE AGREEMENT FOR KNOWBE4, Inc.
Kevin Mitnick Security Awareness Training

The Kevin Mitnick Security Awareness Training (the "Software") contains computer programs and other proprietary material and information, the use of which is subject to and expressly conditioned upon acceptance of the terms and conditions set forth in this License Agreement (this "License Agreement"). This License Agreement is a legally binding document between you (the "Customer") and KnowBe4, Inc. ("KnowBe4"). Unless agreed otherwise in writing, this License Agreement governs Customer's use of the Software.

By proceeding with the installation, downloading, or use of the Software or authorizing any other person to do so, you are representing to KnowBe4 that you are (i) authorized to bind the Customer (if the Customer is an entity); and (ii) agreeing on behalf of the Customer that the terms of this License shall govern your relationship with KnowBe4 with regard to the subject matter in this License Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this License Agreement.

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2. Customer Obligations.

2.1 Customer covenants that it will comply with all applicable laws in connection with its use of the Software, including but not limited to all applicable laws pertaining to mail fraud, access device fraud, identity theft, bank fraud, wire fraud, computer fraud and abuse, privacy protection, email fraud, spam, and the protection of trademarks and copyrights.

2.2 "Customer Content" shall mean information and materials provided by Customer or its employees or agents, regardless of form, including (without limitation) Customer trademarks, trade names, service marks, logos and designs, e-mail addresses of Customer personnel, and images, graphics, and text, in connection with the use of the Software. Customer shall be solely responsible for the accuracy of all Customer Content and for obtaining all required rights and licenses to use and display all Customer

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2.3 Customer shall keep the credentials (e.g. usernames and passwords) provided by KnowBe4 and/or chosen by Customer in connection with the use of the Software confidential and not disclose any such credentials to any third party. In addition, Customer shall notify KnowBe4 immediately upon the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed. KnowBe4 is not responsible for (i) Customer's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet.

3. Term and Termination. This License Agreement shall remain in effect during the initial term specified in the Quote and for any renewal term as to which the Customer pays the then current renewal subscription fee. In the event of a material breach of this License Agreement by Customer, KnowBe4 may immediately terminate this License Agreement and the License to use all Software by written notice to Customer. For any other breach of this License Agreement, KnowBe4 will provide Customer with fifteen (15) days written notice of such breach and if Customer does not cure the breach within the fifteen (15) day notice period, KnowBe4 may immediately terminate this License Agreement and the rights and licenses set forth herein. Upon any termination, Customer's right to use and access the Software shall be terminated.

4. Confidentiality.

4.1 Customer acknowledges that the Software, related documentation, and other confidential information that may be provided by KnowBe4 or its authorized representative or reseller (collectively "Confidential Information") is confidential information of KnowBe4. Customer agrees not to disclose the Confidential Information to third parties or use the Confidential Information other than in connection with its License rights under this Agreement. Customer will use at least the same security measures as Customer uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the Confidential Information. Confidential Information shall not include information: (i) already in Customer's possession at the time of disclosure, (ii) that is or later becomes part of the public domain through no fault of Customer, or (iii) is required to be disclosed pursuant to law or court order provided that Customer shall notify KnowBe4 prior to such required disclosure and assist KnowBe4 in preventing or limiting such required disclosure.

4.2 Customer agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause KnowBe4 irreparable harm and KnowBe4 may obtain injunctive relief as well as seek all other remedies available to KnowBe4 in law and in equity in the event of breach or threatened breach of such provisions.

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4.3 Customer acknowledges that KnowBe4 may aggregate data from Customer for analysis and reporting, provided that none of the individual data is able to be identified as received from Customer or any of its employees or independent contractors.

5. Warranty.

5.1 KnowBe4 warrants that the Software will substantially conform to the documentation for the Software for a period of ninety (90) days beginning the date Customer is granted initial access to the Software. Customer's sole remedy and KnowBe4's sole obligation in the event of breach of this warranty is, at KnowBe4's option, correction of the substantial nonconformity or a refund of the license fee received by KnowBe4 for the Software. The above warranty does not apply in the event that (i) claims result from acts or omissions caused by persons other than KnowBe4 or from products, material, or software not provided by KnowBe4, or (ii) claims are not reported to KnowBe4 within the warranty period or are not documented by Customer.

5.2 Customer represents and warrants that it has all the rights, power and authority necessary to grant the rights set forth herein, and hereby grants to KnowBe4 a license to use and access Customer's domains and information technology systems as necessary to enable KnowBe4 to provide the services in accordance with this EULA. Customer further agrees to hold harmless and indemnify KnowBe4, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to Customer's use of the Software, the services and any breach of this warranty or any other material term of this EULA, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, KnowBe4 will provide Customer with written notice of such claim, suit or action.

5.3 KNOWBE4 DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS RELATED TO THE SOFTWARE AND ACCESS TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY WITH RESPECT TO THE DOCUMENTATION, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability. IN NO EVENT SHALL KNOWBE4 (OR ANY OF ITS LICENSORS, IF ANY) BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR DATA LOSS, EVEN IF KNOWBE4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KNOWBE4'S TOTAL LIABILITY RELATED TO THIS AGREEMENT, REGARDLESS OF THE CLAIM, SHALL NOT EXCEED THE AMOUNT OF THE INITIAL LICENSE FEE RECEIVED BY KNOWBE4 FOR THE LICENSE GIVING RISE TO SUCH LIABILITY.

7. Miscellaneous. Customer acknowledges that the Software is subject to the laws and export regulations of the United States, and Customer agrees to comply with all such laws and regulations. This Agreement may not be assigned or transferred by Customer without the written consent of KnowBe4. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties hereby agree that the court shall enforce such provision to the extent permitted by law and, to the extent such provision is not enforceable, shall enforce the remainder of this Agreement as if such provision were not included in this Agreement. This Agreement shall be governed by the internal, substantive laws of the State of Florida,

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without regard to its conflicts of law provisions. All disputes arising from or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Hillsborough County, Florida.

KNOWBE4, INC.	WARRICK COUNTY, by its Board of Commissioners
By:	By: Don Williams
(signature of officer, or managing member duly authorized to sign)	(signature of officer, or managing member duly authorized to sign)
Print Name: LABS LETONOFF	Print Name: Don Williams
Title: CHIEF REVENUE OFFICER	Title: President
Date: 12-14-2016	Date: 12/14/2016

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BENEFIT CONFIRMATION FORM – 2017

AFFORDABLE CARE ACT (ACA) AND OTHER COMPLIANCE RELATED PLAN CHANGES

PLAN NAME: Warrick County Government High Deductible Health Plan
Warrick County Government Employee Health Benefit Plan

PLAN NUMBER: N/A

EFFECTIVE DATE: January 1, 2017

The plan is currently:

☐ **A grandfathered plan**

☒ **A non-grandfathered plan**

SECTION I – CHANGES APPLICABLE TO ALL PLANS (GRANDFATHERED AND NON-GRANDFATHERED)

Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Proton Beam Therapy – *Proton Beam Therapy is a type of radiation treatment that uses protons, rather than x-rays, to treat cancer. While this newer non-invasive technology may have many benefits, it is also much more expensive than traditional treatments.* *Proton Beam Therapy is indicated only for certain types of cancer and only for certain age groups. In order to make sure that this treatment is being used when medically necessary and appropriate, we recommend that you consider adding a pre-certification requirement for this service.* *Your utilization review vendor may apply an additional charge for pre-certification of this item. Please contact your Group Service Representative for information on cost. Keep in mind that the benefits of requiring a pre-certification may outweigh any additional cost.*	A facility that uses this treatment will be opening in the Cincinnati, Ohio area. MedBen recommends that you consider updating your plan to include a pre-certification requirement for this service.	☑ **Modify the plan to impose a pre-certification requirement for proton beam therapy.** ☐ Apply the following penalty for failure to pre-certify: _____ ☐ Apply the same penalty in effect for failure to pre-certify other services (if applicable) ☐ Apply no penalty for failure to pre-certify ☐ **Do not modify the plan at this time.**

Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Vaccinations at the Pharmacy – The influenza vaccine and herpes zoster (shingles) vaccine are commonly obtained at a pharmacy, rather than in a doctor's office. This is becoming a more frequent occurrence since many pharmacies now have "minute clinic" type services. The total cost is often less expensive than a visit to the doctor for the vaccination, since there is not an accompanying office visit charge at the pharmacy. In the case of shingles vaccination, the vaccine itself is sensitive to temperature and often loses its effectiveness if not handled properly. Because of this, many physicians' offices don't routinely stock it, choosing instead to send patients to a pharmacy. It is possible to cover these vaccinations at a pharmacy under the prescription drug card benefits. If your plan is non-grandfathered, these immunizations are already being covered at 100% under the medical plan provisions.	Flu vaccinations are already covered at a pharmacy. Please advise if the shingles vaccine should be covered through a pharmacy as well.	☑ **Modify the prescription drug card benefits to cover the shingles immunization at 100%.** ☐ **Modify the plan as follows:** _____ ☐ **Do not modify the plan at this time.**
Implants to Restore Hearing – *Your plan currently has an exclusion for cochlear implants. More and more frequently, providers are recommending implants, other than cochlear, such as bone anchored hearing aids (BAHA), for the hearing impaired. Providers have been arguing that these types of implants are not cochlear implants and should therefore be covered.* *MedBen recommends that you consider including "devices or implants used to improve or restore hearing" in the exclusion language.*	The plan currently excludes hearing aids and cochlear implants. MedBen recommends that you consider updating the exclusion as described to the left.	☑ **Modify the plan to include the updated language in the exclusion** ☐ **Modify the plan as follows:** _____ ☐ **Do not modify the plan at this time.**

Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Final Wellness Program Regulations – *The Equal Employment Opportunity Commission (EEOC) recently released final regulations regarding wellness programs under the Americans with Disabilities Act and the Genetic Information Nondiscrimination Act. These regulations are stricter than their HIPAA and ACA counterparts. The EEOC's goal is to eliminate what they feel are mandatory and discriminatory wellness programs. In order for a wellness program to be compliant with these regulations, the following parameters must be met:* *Reasonable Design. It must have a reasonable chance of improving health or preventing disease. It cannot be overly burdensome or a subterfuge for violating employment non-discrimination rules and it must not be highly suspect in the method chosen to promote health or prevent disease.* *Voluntary Status. Employers cannot require or coerce an employee to participate in a wellness program or threaten to discipline an employee who does not participate. Employers cannot deny access to coverage (or a particular benefit package) because an employee fails to participate or fails to meet program parameters.* *Maximum reward or penalty. The EEOC will consider a program voluntary if the total reward offered to employees is no more than 30% of the total cost of self only coverage (employer and employee costs combined). Failure to provide an award is seen as a penalty.* *Employers cannot provide any financial incentive for participation of dependent children (regardless of age) in a wellness program. In addition, both financial and in-kind incentives must be taken into account in the calculation of incentives.* *The incentive limit does not apply to smoking cessation programs that merely ask employees whether or not they use tobacco. In this case the 50% incentive limit under the ACA will apply. However, if the tobacco cessation program requires that the individual quit smoking, the incentive limit is reduced to 30% (and must be combined with other wellness program incentives).*	The plan does not contain wellness program language.	No plan changes are currently required; however, we recommend that you look at any other internal wellness programs, including disease management programs, which may need to be taken into account.

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Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Out-of-Network Reference Based Pricing – Out-of-Network Reference based pricing allows a plan to pay claims at a percentage of Medicare, rather than using the usual and customary rate. This is a cost savings technique that would apply to your plan's out-of-network benefits. In-Network claims would continue to process according to any network agreements that are in place. When out-of-network claims are received, they would be priced based on a percentage of Medicare. The fee charged is based on a percentage of savings. Please contact your Group Services Representative for additional information.	MedBen would like to make you aware of this option for Out-of-Network pricing.	☑ **I am interested in additional information on Out-of-Network reference based pricing. Please contact me to discuss.** ☐ **Do not modify the plan at this time.**

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Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
SECTION II – NON-GRANDFATHERED PLANS ONLY - *Certain provisions of the ACA only apply to plans that are considered to be "Non-Grandfathered." Whether or not a plan is considered to be grandfathered is based on specific changes to the plan that have been made since the enactment of the ACA (March 23, 2010). Additional changes, including changes you are contemplating for your new plan year could also have an impact on such status. Any changes made after this review or in later plan years could also affect your grandfathered status, and should be reported to MedBen.*		
Upcoming A/B Recommendations - *The U.S. Preventive Services Task Force routinely updates the list of A/B recommendations with services that are required to be covered in full – at 100% (with no copayments, coinsurance or deductibles applied) at the in-network level. [Note: The law does not require that you cover this (or any) preventive services at the out-of-network level.]* **Please see Attachment A for a list of the upcoming recommendations.** *A complete list of A/B recommendations can be found at www.healthcare.gov.* *The plan is required to comply with these provisions effective on the first plan year that falls on or after one (1) year from the date such recommendation is finalized. For example, if a recommendation is finalized by the USPSTF on February 1, 2015, the plan will not have to comply until its first plan year on or after February 1, 2016.* *Existing non-grandfathered plans already contain language that includes the A/B recommendations, so no additional modifications to plan language will be needed, unless the Out-of-Network benefits are affected.*	Currently, A/B recommendations are covered as follows: **In-Network** – 100% **Out-of-Network** – A&B Recommendations that are Required to be Covered by Non-Grandfathered Health Plans on or After January 1, 2015 are not covered (this was indicated in a prior compliance checklist completed by you, the plan administrator).	**In-Network** ☑ Cover at 100% (required); or ☐ Other (the plan will not be compliant): _____ **Out-of-Network** ☑ Cover upcoming A/B recommendations to match the existing Out-of-Network benefit (not covered); ☐ Other: _____

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Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Bowel Preparatory Medications – *Routine colonoscopies are included as an A recommendation under the United States Preventive Services Task Force (USPSTF) and are therefore covered at 100% with no cost sharing at the in-network level of benefits. Your plan should already pay these claims at 100%. In a recent Frequently Asked Question (FAQ) released by the Department of Labor, bowel preparatory medications prescribed in connection with such routine colonoscopies should also be covered at 100% with no cost sharing.* *Bowel preparatory medications are usually obtained through a pharmacy with a physician's prescription. Neither the pharmacist who fills the prescription or the pharmacy vendor are able to tell if the provider who will be performing the colonoscopy is an in-network provider or if the colonoscopy is routine. Therefore, it is recommended that the plan pay for these medications at 100%, regardless of the network status of the provider performing the colonoscopy or if the test is due to an illness.*	Currently, bowel preparatory medications obtained under your prescription drug plan would be subject to the applicable copayment, whether they were in connection with a routine or medically necessary colonoscopy. Under your medical plan, they would be paid at 100% if used in connection with a routine colonoscopy, but would likely not be covered in connection with a medically necessary colonoscopy as they should be obtained through the prescription program.	☑ **Modify the plan to cover bowel preparatory medications at 100% through the prescription drug coverage.** ☐ **Other:** _____

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Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
Out-of-Pocket Limitations (Non-HDHP) – *Under the ACA, the 2017 In-Network Out-of-Pocket limitations cannot exceed $7,150 per individual and $14,300 total for all family members covered under the same participant, per year. Deductibles, copayments (including drug copayments) and amounts paid by the covered person for covered services must accumulate toward the Out-of-Pocket maximum.* *At the present time, based on the language in the current laws and regulations, we believe that it is permissible to have a separate prescription drug only plan that will allow an additional Out-of-Pocket maximum (one for the medical plan and another for the prescription drug plan). This means there will be 2 separate plans, with different plan numbers, separate 5500s (if applicable) and separate bank accounts. Each plan can apply an Out-of-Pocket maximum up to $7,150 per individual and $14,300 per family, as described above. (Be advised, by choosing this option, plans that are subject to ERISA will need to file an additional 5500 for the prescription only plan.)* ***If your plan is a High Deductible Health Plan, disregard this item and see below.******	The current in-network out-of-pocket limits are: $1,000 per Individual $2,000 per Family This limit includes the deductible and the covered person's share of the coinsurance. The overall out-of-pocket limits are: $6,850 per Individual $13,700 per Family This limit includes the initial limits above and medical and prescription drug copayments.	☐ **Do not change the current Out-of-Pocket limitations. The plan is already compliant.** ☐ **Change the plan so that prescription drug copayments will accumulate towards the overall medical Out-of- Pocket maximum.** ☑ **Increase the medical Out-of-Pocket limit to be $7,150 per individual and $14,300 per family, per year.** ☐ **Change the medical Out-of-Pocket limit to be:** _____ ☐ **Change the prescription Out-of-Pocket to be:** _____ ☐ **Create a separate prescription plan. (Prescription benefits will be removed from the medical plan altogether.) The Out-of-Pocket for the new prescription drug plan will be:** ☐ **$7,150 per individual and $14,300 per family, per year; or** ☐ **as follows:** _____

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Provision	Current Plan Provisions/Options/ Recommendations	Requested Changes to Plan (Check all that apply)
High Deductible Health Plans *If your plan was in compliance with these limitations in 2016, it will still be in compliance for 2017. Neither the deductible nor the Out-of-Pocket limitations have changed for 2017.* ***Deductible*** – *The self-only deductible cannot be less than $1,300 and the family limit cannot be less than $2,600.* ***Out-of-Pocket*** - *The self-only out-of-pocket limit cannot exceed $6,550.00 and the family limit cannot exceed $13,100.00.* *All changes should occur on the Calendar Year, rather than the plan year.*	The in-network out-of-pocket limit only includes the deductible amounts: $2,000 for participant only $4,000 for Family	**Self Only** N/A ☐ **Please modify my Self Only deductible, as follows:** _____ ☐ **Please modify my Family deductible, as follows:** _____ ☐ **Please modify my Self Only Out-of-Pocket maximum, as follows:** _____ ☐ **Please modify my Family Out-of-Pocket maximum, as follows:** _____

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SECTION III – ALL PLANS

Reminder – *Any changes in employer size may affect requirements under the Employer Shared Responsibility provisions under the Affordable Care Act. For example, the requirement to use a counting method to determine eligibility. If you have any questions about determining employer size or you have any questions about your current counting method, please feel free to contact MedBen to discuss.*

Affordability and Minimum Value - *The plan will need to be both "affordable" and meet "minimum value" in order to avoid Employer Shared Responsibility (pay or play) penalties.*

Minimum Value means that the plan will pay at least 60% of covered expenses. This can be determined either with an actuarial opinion, or by using the CCIIO minimum value calculator (located at http://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/index.html#Health Insurance Marketplaces under Plan Management).

Affordability means that the contribution the employer expects the eligible employee to pay is not more than 9.69% of the employee's w-2 wage or as determined using one of the other ACA safe harbor methods.

The ACA requires that this information be listed on the Summary of Benefits and Coverage (SBC).

Based on the definitions in the column to the left, please certify whether the plan meets minimum value and/or is affordable.

Does this plan meet minimum value?

☑ Yes
☐ No

Is this plan affordable?

☑ Yes
☐ No

Additional Plan Changes – *Please indicate any additional plan changes, not already addressed above, that should be made to the plan. Be sure to indicate the date on which such changes are to be made effective and, if there are multiple plan and/or coverage options, which ones the change will apply to.*

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This analysis has been performed as a courtesy to the Plan listed on page one to assist the Plan Administrator in complying with the specific requirements of the ACA and certain other non-ACA related questions. This review is not intended to be a substitute for the review and advice of your own legal counsel. Specific decisions about compliance with the ACA, ERISA and/or other applicable laws must be made by the Plan Administrator of the Plan in question. MedBen will only take any necessary actions in regards to compliance with the ACA, ERISA and/or other applicable laws with the direction and approval of such Plan Administrator.

I, as the authorized representative of the Plan Administrator, hereby authorize MedBen to take the necessary actions to bring the plan(s) listed above into compliance with the Affordable Care Act, as elected above. I understand that the language used in amending the Plan and its respective SPD may not exactly match the language used above and that I will have the opportunity to review and modify such language prior to completion. I also understand that the information on this form will be used to determine eligibility, process claims and answer customer service inquiries. I hereby agree to indemnify and hold MedBen harmless for any claims or losses that may arise from its use of this information.

Authorized Representative of the Plan Administrator: Don Williams **Date:** December 12, 2016

Don Williams

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Attachment A

Current Recommendation	Topic	Description	Grade
September 2016	Tuberculosis screening: adults	The USPSTF recommends screening for latent tuberculosis infection in populations at increased risk.	B
June 2016	Colorectal cancer screening	The USPSTF recommends screening for colorectal cancer starting at age 50 years and continuing until age 75 years.	A
June 2016	Syphilis screening: nonpregnant persons	The USPSTF recommends screening for syphilis infection in persons who are at increased risk for infection.	A
April 2016	Aspirin preventive medication: adults aged 50 to 59 years with a ≥10% 10-year cardiovascular risk	The USPSTF recommends initiating low-dose aspirin use for the primary prevention of cardiovascular disease and colorectal cancer in adults aged 50 to 59 years who have a 10% or greater 10-year cardiovascular risk, are not at increased risk for bleeding, have a life expectancy of at least 10 years, and are willing to take low-dose aspirin daily for at least 10 years	B
February 2016	Depression screening: adolescents	The USPSTF recommends screening for major depressive disorder (MDD) in adolescents aged 12 to 18 years. Screening should be implemented with adequate systems in place to ensure accurate diagnosis, effective treatment, and appropriate follow-up.	B
January 2016	Depression screening: adults	The USPSTF recommends screening for depression in the general adult population, including pregnant and postpartum women. Screening should be implemented with adequate systems in place to ensure accurate diagnosis, effective treatment, and appropriate follow-up.	B

A complete list of A/B recommendations can be found at *www.healthcare.gov*.

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FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Storm Water

THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL

ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER (ATTACH COPY)

DATE OF TRANSACTION: November 14, 2016

ACCOUNT NO: 1197-000-4420.00 P.O. NO:

ESTIMATED LIFE EXPECTANCY: minimum 5 years MILEAGE OR HOURS:

CIP NUMBER: LOCATION: Storm Water Building

SERIAL OR VIN NUMBER: 5FTCE2526H2003866

TOTAL/PARTIAL VALUE OF ASSET: $8,382.35

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

DESCRIPTION: Falling Trailer FT-1420 IT

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

BRAND OR MAKE: Falling MODEL NO: FT-1420 IT

YEAR: 2016 LICENSE NO: *ATTACH COPY OF REGISTRATION*

GROSS VEHICLE WEIGHT: NA *TRUCKS ONLY* TYPE OF FUEL: NA

IF DISPOSED - METHOD: SOLD $____ TRADED JUNKED SCRAPPED

STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE TRANSFERRED TO:

DATE BOARD APPROVED: September 26, 2016 *(ATTACH COPY OF MINUTES)* DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $9,999)*

DATE BOARD APPROVED: *(REAL PROPERTY ONLY)* SIGNATURE:

PERSON RESPONSIBLE: *SIGNATURE* Steven A. Sherman *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE:

PRINTED NAME:

AUDITOR'S USE ONLY

RECEIVED: ENTERED FIXED ASSET:

INSURED: AUDITOR'S INITIAL:

ORDINANCE 2016-30
AN ORDINANCE AMENDING SECTION 31.08 OF THE WARRICK COUNTY CODE OF ORDINANCES

WHEREAS, Indiana Code §§ 36-1-3 et. seq. 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 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, "The purchasing agency of a governmental body may purchase services using any procedure the governmental body or the purchasing agency of the governmental body considers appropriate."

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA THAT:

Section 31.08 of the Warrick County Code of Ordinances is hereby amended in its entirety to provide as follows:

§ 31.08 PURCHASING.

(A) The Board of Commissioners hereby determines that it is the purchasing agency for Warrick County.

(B) The Board hereby designates that the Purchasing Department shall act as the Purchasing Agent 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.

(C) The following are the required purchasing rules for Warrick County:

(1) Supplies manufactured 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.

(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.

(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.

(4) The Purchasing Agent shall provide notice and bid information as may be required by Indiana law for goods or 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.

(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.

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ORDINANCE 2016-30

Passed and adopted by the Warrick County Board of Commissioners this 12th day of December, 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. #13982-18
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

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

Fund: 1000 GENERAL	
Department: 101 CLERK OF CIRCUIT COURT	
CSI COMPUTER SYSTEMS	186.09
QUILL CORPORATION	56.92
101 CLERK OF CIRCUIT COURT Total:	243.01
Department: 102 COUNTY AUDITOR	
QUILL CORPORATION	113.56
102 COUNTY AUDITOR Total:	113.56
Department: 106 COUNTY SURVEYOR	
AIGNER HARDWARE	6.99
OFFICE DEPOT, INCORPORATED	96.17
106 COUNTY SURVEYOR Total:	103.16
Department: 108 COUNTY PROSECUTOR	
ALTSTADT-HICKS OFFICE CITY	173.53
B-HIVE PRINTING	116.00
PIRANHA SHREDDING/RECYCLING INC	40.00
RICOH USA INC	9.41
108 COUNTY PROSECUTOR Total:	340.94
Department: 112 COURTHOUSE & ANNEX	
ARAB	165.00
FERGUSON ENTERPRISES INC #1480	12.88
GEM CHEMICAL COMPANY, INC.	1,109.98
112 COURTHOUSE & ANNEX Total:	1,287.86
Department: 113 COUNTY SHERIFF	
ARAMARK	7.00
B-HIVE PRINTING	41.64
CHIEF SUPPLY CORP	181.40
SIEGELS	29.99
SUNGARD PUBLIC SECTOR USERS' GROUP	195.00
SYNENERGY PARTNERS LLC	59.30
THE LANG COMPANY	115.39
WABASH VALLEY SERVICE CO	1,735.12
WARRICK CO JAIL COMMISSARY	1,471.81
113 COUNTY SHERIFF Total:	3,836.74
Department: 114 JAIL	
BUMPER TO BUMPER / BTB CHANDLER	75.05
EVANSVILLE RADIOLOGY PC	414.18
FERGUSON ENTERPRISES INC #1480	106.96
GEM CHEMICAL COMPANY, INC.	72.66
JOHN A REID DMD	772.50
KENWAY DISTRIBUTORS INC	222.44
OFFICE CONNECTION	305.50
SOUTHWEST INDIANA PATHOLOGISTS	53.46
ST. MARY'S WARRICK HOSPITAL	24.01
SUPPLYWORKS	189.77
SYED A. ALI MD INC	400.00
TRI-STATE LIGHTING & SUPPLY	79.86
WARRICK CO JAIL COMMISSARY	112.52
114 JAIL Total:	2,828.91
Department: 115 AREA PLAN COMMISSION	
B-HIVE PRINTING	8.00
115 AREA PLAN COMMISSION Total:	8.00
Department: 116 COMMISSIONERS	
ARAMARK	32.96
COX FUNERAL HOME	100.00
GEM CHEMICAL COMPANY, INC.	532.31
I.T.I.	224.00
INDIANA ASSOC OF CO COMMISSIONERS	1,100.00
KOEHLER FUNERAL HOME, INC.	100.00
TITZER FAMILY FUNERAL HOMES	100.00
WENTZEL ENGRAVING	100.00
116 COMMISSIONERS Total:	2,289.27
Department: 119 VETERANS AFFAIRS	
QUILL CORPORATION	273.58

119 VETERANS AFFAIRS Total:	273.58
Department: 121 EXTENSION SERVICE	
PURDUE CES FUND-WARRICK COUNTY	2,082.82
121 EXTENSION SERVICE Total:	2,082.82
Department: 140 COMPUTER	
HARRIS COMPUTER SYSTEMS	235.54
QUILL CORPORATION	1,170.96
140 COMPUTER Total:	1,406.50
Department: 141 CENTRAL DISPATCH CENTER	
VEI COMMUNICATIONS	20.00
141 CENTRAL DISPATCH CENTER Total:	20.00
1000 GENERAL Total:	14,834.35
Fund: 1122 COMMUNITY CORRECTIONS	
Department: 000 W.C. COMMUNITY CORRECTIONS	
ALPHA LASER SERVICES	15.05
000 W.C. COMMUNITY CORRECTIONS Total:	15.05
1122 COMMUNITY CORRECTIONS Total:	15.05
Fund: 1138 CUMULATIVE CAPITAL DEVELOPMENT	
Department:	
HARSHAW TRANE SERVICE INC.	755.50
J & J SUPPLY INC.	36.80
	792.30
1138 CUMULATIVE CAPITAL DEVELOPMENT Total:	792.30
Fund: 1149 ECONOMIC DEVELOPMENT FEE	
Department:	
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	2,796.00
MORLEY & ASSOCIATES INC.	13,032.09
MULZER CRUSHED STONE, INC.	6,538.73
RED BRUSH TRAILER SALES	1,500.00
	22,866.82
1149 ECONOMIC DEVELOPMENT FEE Total:	22,866.82
Fund: 1156 FIREARMS TRAINING	
Department:	
LUZIO & ASSOCIATES	400.00
WARRICK CO JAIL COMMISSARY	257.32
	657.32
1156 FIREARMS TRAINING Total:	657.32
Fund: 1159 HEALTH	
Department:	
AIGNER HARDWARE	15.75
B-HIVE PRINTING	173.55
BRADSHAW, JASON	143.20
GEM CHEMICAL COMPANY, INC.	76.94
HOOSIER BUSINESS MACHINES INC.	23.11
WARRICK CO. SOLID WASTE MGMT DISTRICT	30.00
WARRICK COUNTY TREASURER	504.02
	966.57
1159 HEALTH Total:	966.57
Fund: 1197 STORM WATER MANAGEMENT OPER	
Department:	
AIGNER HARDWARE	10.85
CLARK DIETZ, INC.	2,790.00
FORTERRA PIPE & PRECAST-MIDSOUTH REG L	566.00
GRAINGER	43.56
J & J SUPPLY INC.	2,744.80
METZGER CONSTRUCTION CO INC.	16,544.95
MULZER CRUSHED STONE, INC.	679.81
RYANS ACE HARDWARE	24.63
WARRICK COUNTY TREASURER	654.01
	24,058.61
1197 STORM WATER MANAGEMENT OPER Total:	24,058.61
Fund: 1215 ELECTION AND REGISTRATION	
Department: 000 ELECTION AND REGISTRATION	
QUILL CORPORATION	7.03
000 ELECTION AND REGISTRATION Total:	7.03
1215 ELECTION AND REGISTRATION Total:	7.03
Fund: 1224 REASSESSMENT	
Department:	
WARRICK COUNTY TREASURER	51.06
	51.06
1224 REASSESSMENT Total:	51.06
Fund: 4501 TIF-EPWORTH ROAD	
Department:	
BAMBERGER FOREMAN OSWALD HAHN	8,390.25
JSK ASSOCIATES INC	2,970.00
MORLEY & ASSOCIATES INC.	7,143.69
WARRICK WELLNESS PATHWAYS	478.51
	18,982.45
4501 TIF-EPWORTH ROAD Total:	18,982.45
Fund: 4502 TIF-STATE ROAD 62	
Department:	
BAMBERGER FOREMAN OSWALD HAHN	66.00
WARRICK WELLNESS PATHWAYS	478.52
	544.52
4502 TIF-STATE ROAD 62 Total:	544.52
Fund: 4907 WARRICK COUNTY LAW ENFORCEMENT	
Department:	
THE LANG COMPANY	11.35
	11.35
4907 WARRICK COUNTY LAW ENFORCEMENT Total:	11.35
Fund: 5251 UNIFORMS	
Department:	
ARAMARK	4.00
	4.00
5251 UNIFORMS Total:	4.00
Expense Total:	$ 83,791.43
Courts and Manuals:	$ 1,219,064.23
Grand Total:	$ 1,302,855.66

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

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

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

in the total amount of: $ 1,302,855.66

Dated this 12TH day of DECEMBER, 2016

Signatures of Governing Board

Debbie Stevens
Auditor of Warrick County

December 7, 2016

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
55433	17178	DAVID C CERLING	12/02/2016	FFS 01	300.00	Check	Outstanding	5040
55434	13815	MATTHEW BENDER & CO INC	12/02/2016	FFS 01	1,238.77	Check	Outstanding	5040
55435	7084	CAROLYN S GETTER	12/02/2016	FFS 01	38.10	Check	Outstanding	5040
55436	2173	CAROL HUFF	12/02/2016	FFS 01	56.00	Check	Outstanding	5040
55437	20042	THE LAND COMPANY	12/02/2016	FFS 01	42.49	Check	Outstanding	5040
55438	6527	BRETT M ROY	12/02/2016	FFS 01	900.00	Check	Outstanding	5040
55439	3837	ALPHA LASER SERVICES	12/02/2016	FFS 01	92.00	Check	Outstanding	5040
55440	5548	ABL TESTING	12/02/2016	FFS 01	2,812.00	Check	Outstanding	5040
55441	11981	CMI INC	12/02/2016	FFS 01	315.90	Check	Outstanding	5040
55442	19456	BEST, TERRY	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55443	19458	BRADFIELD, GINGER	12/02/2016	FFS 01	196.48	Check	Outstanding	5040
55444	19457	BUCKLES, LARRY JR.	12/02/2016	FFS 01	196.48	Check	Outstanding	5040
55445	19459	CLARK, JEFFREY SR.	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55446	19460	COX, MARCUS	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55447	19460	DAVID, EDWIN	12/02/2016	FFS 01	196.48	Check	Outstanding	5040
55448	19461	HANCBUTT, JON	12/02/2016	FFS 01	196.48	Check	Outstanding	5040
55449	19462	HAYDEN, SHAWN	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55450	19463	HELMS, FRED JR.	12/02/2016	FFS 01	19.94	Check	Outstanding	5040
55451	19464	KUYKENDALL, PATRICK	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55452	19465	LESLIE, LISA	12/02/2016	FFS 01	18.04	Check	Outstanding	5040
55453	19466	MADAY, PAMELA	12/02/2016	FFS 01	15.00	Check	Outstanding	5040
55454	19467	MULZER, ANDREW	12/02/2016	FFS 01	28.30	Check	Outstanding	5040
55455	19468	MUSTIN, CALEB	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55456	19469	NEAL, GARY	12/02/2016	FFS 01	15.14	Check	Outstanding	5040
55457	19470	NEVILLE, CECIL II	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55458	19471	PAYTON, SHEILA	12/02/2016	FFS 01	19.56	Check	Outstanding	5040
55459	19472	REYES, APRIL	12/02/2016	FFS 01	21.84	Check	Outstanding	5040
55460	19473	RIECKEN, RHONDA	12/02/2016	FFS 01	30.20	Check	Outstanding	5040
55461	19474	RITCHIE, JACOB	12/02/2016	FFS 01	18.00	Check	Outstanding	5040
55462	19475	ROHFLER, SANDRA	12/02/2016	FFS 01	24.12	Check	Outstanding	5040
55463	19476	SCHMITT, DANIEL	12/02/2016	FFS 01	30.20	Check	Outstanding	5040
55464	19477	SEBASTIAN, LUIGITO	12/02/2016	FFS 01	196.48	Check	Outstanding	5040
55465	19478	SIEBE, TIMOTHY	12/02/2016	FFS 01	26.40	Check	Outstanding	5040
55466	19479	SNODGRASS, SARAH	12/02/2016	FFS 01	18.80	Check	Outstanding	5040
55467	19480	STAHL, JEFFREY	12/02/2016	FFS 01	193.44	Check	Outstanding	5040
55468	19481	STOVER, RICHARD	12/02/2016	FFS 01	192.52	Check	Outstanding	5040
55469	19482	VECEK, RACHEL	12/02/2016	FFS 01	30.20	Check	Outstanding	5040
55470	19481	WAGNER, CHRIS	12/02/2016	FFS 01	200.00	Check	Outstanding	5040

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
55471	19037	VECTREN ENERGY DELIVERY	12/02/2016	FFS 01	188.47	Manual	Outstanding	5042
55472	23024	ST. MARY'S WARRICK HOSPITAL	12/02/2016	FFS 01	6,016.00	Check	Outstanding	5043
55473	3837	ALPHA LASER SERVICES	12/02/2016	FFS 01	7.75	Check	Outstanding	5043
55474	7081	VERIZON WIRELESS	12/02/2016	FFS 01	80.53	Check	Outstanding	5043
55475	2010	LOCHMUELLER GROUP	12/02/2016	FFS 01	35,793.93	Check	Outstanding	5043
55476	3372	MICHELE BREWDOFL	12/02/2016	FFS 01	5.00	Check	Outstanding	5043
55477	11995	HERTEIG & LUBBEHUSEN	12/02/2016	FFS 01	14.92	Check	Outstanding	5043
55478	13653	TONYA HIGGS	12/02/2016	FFS 01	45.70	Check	Outstanding	5043
55479	9417	ANGIE CHILDRESS	12/02/2016	FFS 01	18.02	Check	Outstanding	5043
55480	164	SUSAN GOSSETT	12/02/2016	FFS 01	32.55	Check	Outstanding	5043
55481	4132	PAT BROOKS	12/02/2016	FFS 01	39.00	Check	Outstanding	5043
55482	14589	CASH WASHNICK & ASSOCIATES PC	12/02/2016	FFS 01	3,550.00	Check	Outstanding	5043
55483	13560	TIME WARNER CABLE	12/02/2016	FFS 01	179.90	Check	Outstanding	5043
55484	19037	VECTREN ENERGY DELIVERY	12/02/2016	FFS 01	11,855.80	Check	Outstanding	5043
55485	20001	TEAMSTERS LOCAL # 215	12/02/2016	FFS 01	700.00	Check	Outstanding	5043
55486	17107	MUTUAL OF OMAHA	12/02/2016	FFS 01	7,431.11	Check	Outstanding	5043
55487	4000	HEALTH RESOURCES INCORPORATED	12/02/2016	FFS 01	8,511.80	Check	Outstanding	5043
55488	19481	STOVER LUMBER & COMST	12/02/2016	FFS 01	7,504.26	Check	Outstanding	5043
55489	13454	PROXTRON	12/02/2016	FFS 01	294.08	Check	Outstanding	5043
55490	19002	SABRE INVESTMENTS, LLC	12/02/2016	FFS 01	5,865.37	Check	Outstanding	5043
55491	19549	U.S. BANK	12/02/2016	FFS 01	40.15	Check	Outstanding	5043
55492	9318	SPRINT	12/02/2016	FFS 01	31.69	Check	Outstanding	5043
55493	19483	DUMBETT, ONETCHEN	12/02/2016	FFS 01	21.00	Check	Outstanding	5043
55494	407	CITY OF BOONVILLE	12/02/2016	FFS 01	240.00	Check	Outstanding	5043
55495	2516	MATERIAL SERVICE ADMINISTRATORS, INC.	12/02/2016	FFS 01	158,159.72	Check	Outstanding	5043
55496	18294	WARRICK CO. SOLID WASTE MGMT DISTRICT	12/02/2016	FFS 01	30.00	Check	Outstanding	5043
55497	18149	SENTINEL OFFENDER SERVICES LLC	12/02/2016	FFS 01	344.10	Check	Outstanding	5043
55498	19037	VECTREN ENERGY DELIVERY	12/02/2016	FFS 01		Check	Voided	5048
55499	19037	VECTREN ENERGY DELIVERY	12/02/2016	FFS 01	82.15	Check	Outstanding	5048
55500	9318	SPRINT	12/02/2016	FFS 01	2,989.35	Check	Outstanding	5050
55501	6132	INDIANA DEPARTMENT OF NATURAL RESOURCE	12/02/2016	FFS 01	700.00	Check	Outstanding	5050
55502	07155	TRI-STATE REPORTING, INC.	12/02/2016	FFS 01	53.40	Check	Outstanding	5050
55503	2138	PROFESSIONAL SOFTWARE CORP	12/02/2016	FFS 01	35.00	Check	Outstanding	5050
55504	17867	RHINOSHAW, JASON	12/02/2016	FFS 01	841.74	Check	Outstanding	5050
55505	8270	MIDWAYTE GENERAL CORPORATION	12/02/2016	FFS 01	15,384.22	Check	Outstanding	5050
55506	18567	FIRST ADVANTAGE INSURANCE	12/02/2016	FFS 01	1,000.00	Check	Outstanding	5050
55507	18186	FIRST BANKCARD	12/02/2016	FFS 01	278.85	Check	Outstanding	5050
55508	18758	TRAVIS ALEXANDER	12/02/2016	FFS 01	2,400.00	Check	Outstanding	5050

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
55499	19037	VECTREN ENERGY DELIVERY	12/02/2016	PFS 01	9,880.44	Check	Outstanding	5050
55510	16337	JOHN VOIGHT	12/02/2016	PFS 01	84.28	Check	Outstanding	5050
55511	8092	SANOFI PASTEUR INC	12/02/2016	PFS 01	1,182.64	Check	Outstanding	5050
55512	7001	VERIZON WIRELESS	12/02/2016	PFS 01	120.08	Check	Outstanding	5050
55513	4335	EVER-CLEAN SERVICES, INC.	12/02/2016	PFS 01	195.00	Check	Outstanding	5050
55514	17811	THE MOWER MEDIC	12/02/2016	PFS 01	73.90	Check	Outstanding	5050
55515	3095	RICOH USA INC	12/02/2016	PFS 01	41.09	Check	Outstanding	5050
55516	18339	BRAD DOWNING	12/02/2016	PFS 01	12.53	Check	Outstanding	5050
55517	18145	FIRST BANKCARD	12/02/2016	PFS 01	319.42	Check	Outstanding	5050
55518	9095	MORRIS DOLL	12/02/2016	PFS 01	500.00	Check	Outstanding	5050
55519	17985	TREASURER OF STATE	12/02/2016	PFS 01	850.00	Check	Outstanding	5050
55520	10485	BRADLEY, DONALD H. AND MYRTLE R.	12/02/2016	PFS 01	16,200.00	Manual	Outstanding	5052
55521	16202	JACY L. COWEN	12/02/2016	PFS 01	24.12	Manual	Outstanding	5053
55522	14007	NEWBURGH-CHRD TOWNSHIP LIBRARY	12/02/2016	PFS 01	856,023.96	Manual	Outstanding	5054
55523	11600	FIFTH THIRD BANK	12/02/2016	PFS 01	350.78	Manual	Outstanding	5055
55524	12287	LAW OFFICE OF JONATHAN M YOUNG	12/09/2016	PFS 01	3,278.75	Check	Outstanding	5056
55525	9527	BRETT M FIDY	12/09/2016	PFS 01	3,819.75	Check	Outstanding	5056
55526	20062	CORNE & CORNE, LLC	12/09/2016	PFS 01	1,190.25	Check	Outstanding	5056
55527	8331	WARREN MATHIES	12/09/2016	PFS 01	885.42	Check	Outstanding	5056
55528	7292	SHERRY SMITH	12/09/2016	PFS 01	2,050.26	Check	Outstanding	5056
55529	920	MARTIN & MARTIN, INC.	12/09/2016	PFS 01	5,482.50	Check	Outstanding	5056
55530	13077	MR.DATTIS	12/09/2016	PFS 01	64.00	Check	Outstanding	5056
55531	3837	ALPHA LASER SERVICES	12/09/2016	PFS 01	899.19	Check	Outstanding	5056
55532	4321	ELLEN SPRINKLE	12/09/2016	PFS 01	10.05	Check	Outstanding	5056
55533	1292	YOSTEDRAZEL, INC.	12/09/2016	PFS 01	140.80	Check	Outstanding	5056
55534	2126	PROFESSIONAL SOFTWARE CORP	12/09/2016	PFS 01	35.00	Check	Outstanding	5056
55535	8523	MELODY NELSON	12/09/2016	PFS 01	132.00	Check	Outstanding	5056
55536	2181	STAPLES CREDIT PLAN	12/09/2016	PFS 01	82.86	Check	Outstanding	5056
55537	19101	LONG & MATHIES LAW FIRM, P.C.	12/09/2016	PFS 01	4,427.09	Check	Outstanding	5056
55538	13084	MARK K. PHILLIPS, PC	12/09/2016	PFS 01	2,959.25	Check	Outstanding	5056
55539	9318	SIGNAT	12/09/2016	PFS 01	16.87	Check	Outstanding	5056
55540	12015	MATTHEW RENUSH & CO INC	12/09/2016	PFS 01	1,201.77	Check	Outstanding	5058
55541	1562	GOW GOVERNMENT, INC.	12/09/2016	PFS 01	661.33	Check	Outstanding	5058
55542	4922	HILDWOOD TOXICOLOGY LABS	12/09/2016	PFS 01	1,975.00	Check	Outstanding	5058
55543	18588	U.S. BANK	12/09/2016	PFS 01	63.97	Check	Outstanding	5058
55544	2021	BOONVILLE UTILITIES	12/09/2016	PFS 01	70.75	Check	Outstanding	5058
55545	2025	BOONVILLE NATURAL GAS CORP.	12/09/2016	PFS 01	108.83	Check	Outstanding	5058
55546	4084	DAVID HEAL	12/09/2016	PFS 01	81.40	Check	Outstanding	5058

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Check #	Vendor #	Name	Check Date	Bank Account	Check Amt	Type	Status	Batch
55547	2633	INDIANA JUDGES ASSOCIATION	12/09/2016	PFS 01	200.00	Check	Outstanding	5058
55548	4009	TEAMSTERS LOCAL #215	12/09/2016	PFS 01	4.00	Check	Outstanding	5058
55549	6368	DIVISION OF CHILD SUPPORT	12/09/2016	PFS 01	104.00	Check	Outstanding	5058
55550	13380	F. STEPHEN SHEETS	12/09/2016	PFS 01	74.99	Check	Outstanding	5058
55551	14308	WTRSC FBO INS 4578 WARRICK COUNTY	12/09/2016	PFS 01	758.68	Check	Outstanding	5058
55552	18315	CLERK - WARRICK COUNTY SUPERIOR COURT	12/09/2016	PFS 01	439.00	Check	Outstanding	5058
55553	18684	SPENCER COUNTY CLERK	12/09/2016	PFS 01	30.00	Check	Outstanding	5058
55554	22005	WARRICK CIRCUIT COURT CLERK	12/09/2016	PFS 01	217.50	Check	Outstanding	5058
55555	23016	WARRICK CO TREASURER-DARNELL MONTS	12/09/2016	PFS 01	85.73	Check	Outstanding	5058
55556	352	MARCH CORPORATION	12/09/2016	PFS 01	3,050.00	Check	Outstanding	5060
55557	2025	BOONVILLE NATURAL GAS CORP.	12/09/2016	PFS 01	522.28	Check	Outstanding	5060
55558	3837	ALPHA LASER SERVICES	12/09/2016	PFS 01	5.91	Check	Outstanding	5060
55559	3531	CLERK-TREASURER-NEWBURGH	12/09/2016	PFS 01	500.00	Check	Outstanding	5060
55560	18974	ROBIN GRESHAM (CDPC)	12/09/2016	PFS 01	509.33	Check	Outstanding	5060
55561	17794	ZIEMER STAYMAN WEITZEL & HOULIHAN	12/09/2016	PFS 01	1,292.00	Check	Outstanding	5060
55562	4594	PIKE GIBSON WATSH, INC	12/09/2016	PFS 01	16.70	Check	Outstanding	5060
55563	1944	ASSOCIATION / INDIANA COUNTIES	12/09/2016	PFS 01	600.00	Check	Outstanding	5060
55564	2021	BOONVILLE UTILITIES	12/09/2016	PFS 01	3,243.82	Check	Outstanding	5060
55565	19400	TATE, STAN C.& APRIL E.	12/09/2016	PFS 01	17,995.00	Check	Outstanding	5060
55566	1180	TREASURER OF STATE OF INDIANA	12/09/2016	PFS 01	149.38	Check	Outstanding	5060
				Total Checks -	1,219,084.23			

Operator: DREW

CONTRACT WITH INDEPENDENT CONTRACTOR

Contract made from July 1, 2016 to June 30, 2017, between the Warrick County Commissioners and Arrow Planning Group (Contractor).

Contractor agrees to perform services for Health Department as a Public Health Emergency Preparedness Coordinator under the terms and conditions as set forth in this contract.

In consideration of the mutual promises set forth herein, it is agreed by and between Warrick County Commissioners and Contractor:

SECTION ONE
DESCRIPTION AND SCOPE OF WORK

The work to be performed by Contractor includes all services to be performed by Contractor as a Public Health Emergency Response Coordinator, including but not limited to, the following:

- The work to be performed by Contractor includes all services to be performed by Contractor as a Public Health Emergency Response Coordinator, including but not limited to, the following:
  - Contractor shall represent the interest of the Health Department as a member of an Indiana State Department of Health District Team. Duties include ensuring that all counties' plans with the District mirror each other so they can be aggregated into a District Response Plan for use if a county is beyond its capabilities to respond to a disaster. As a member of the District Team, duties shall require coordination with other state agencies and public health preparedness partners.
  - The Contractor shall work toward the goals of the following grants; PHEP 2017 Base as outlined in Attachment A-1 (BP5 July 1, 2016- June 30, 2017) Public Health Preparedness Grant CFDA: 93.074 of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement:
  - The Contractor shall work toward the goals of the following grants; PHEPCA Representative Grant as outlined in Attachment A-1 (BP5 July 1, 2016- June 30, 2017) Public Health Preparedness Grant CFDA: 93.074 of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement:

SECTION TWO
PAYMENT

- Health Department will pay Contractor the sum of $2,000 per month for 12 months totaling $24,000 in fulfillment of this grant from July 1, 2016 – June 30, 2017.

SECTION THREE
RELATIONSHIP OF PARTIES

- The parties intend an independent Contractor relationship will be created by this contract.

SECTION FOUR
DURATION

- Either party may cancel this contract on 30 days written notice.

Jeff Mauch, DVM President, Board of Health
Warrick County Health Department
Dated: _____, 2016.

Jason A. Bradshaw
Jason Bradshaw
Contractor
Dated: December 8, 2016

Don Williams, President
Warrick County Commissioners
Dated: DECEMBER 12, 2016.

This two page contract for services is followed by 10 pages of grant information

AMENDMENT #1
Contract #0000000000000000000016133

This is an Amendment to the Grant Agreement (the "Grant") entered into by and between the Indiana State Department of Health (the "State") and **WARRICK COUNTY HEALTH DEPARTMENT** (the "Grantee") approved by the last State signatory on **June 27, 2016.**

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Amount of the Grant is being increased by **$10,000.00** making the new total of the grant **$25,715.92** the additional funds will be used to continue work on behalf of the ISDH and the Grantee to support state, local, tribal, and territorial public health in building and sustaining their ability to respond to public health threats, including infectious diseases, natural disasters, biological, chemical, nuclear, and radiological events. **See attachments A-1 and B-1**, attached hereto, made a part hereof, and incorporated herein by reference as part of this Grant.

2. The Grant is amended by adding the following:

   A. **Assignment of Antitrust Claims.** The Grantee assigns to the State all right, title and interest in and to any claims the Grantee now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Grant.

All matters set forth in the original Grant and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant to the State of Indiana. I understand that my signing and submitting this Grant in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant and this affirmation. I understand and agree that by electronically signing and submitting this Grant in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://hr85.oma.in.gov/oaa/oaa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

WARRICK COUNTY HEALTH DEPARTMENT		Indiana State Department of Health	
By:	Aaron Franz	By:	Joseph P. Fistrovich
Title:	Administrator	Title:	
Date:	November 3, 2016	Date:	

Electronically Approved by: Department of Administration By: Jessica Robertson, Commissioner (for) *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	
Electronically Approved by: State Budget Agency By: Brian E. Bailey, Director (for) *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	Electronically Approved as to Form and Legality: Office of the Attorney General By: Gregory F. Zoeller, Attorney General (for) *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*

ATTACHMENT A-1
Budget Period 5
Local Public Health Preparedness Grant
CFDA: 93.074

INTRODUCTION
The Public Health Preparedness and Emergency Response (PHPER) Division within the Indiana State Department of Health (ISDH) is the entity responsible for administering Public Health Emergency Preparedness funding (PHEP) received from the Centers for Disease Control and Prevention (CDC), and administering Healthcare Preparedness Program (HPP) funding received from the Assistant Secretary for Preparedness and Response (ASPR). The ISDH administers these funds through sub-awardee agreements which require various activities aimed at enhancing state and local preparedness in order to better respond to public health and healthcare emergencies.

During Budget Period (BP) 5, the ISDH will administer funding to Local Health Departments through this grant agreement with the intent of further developing capabilities of Healthcare Coalitions and Public Health Districts through three primary projects. This Attachment A contains the guidance and requirements related to this grant for the Local Health Departments.

HEALTHCARE COALITION AND PUBLIC HEALTH DISTRICT SCOPE OF WORK
Throughout BP5, the Healthcare Coalitions and Public Health Districts will conclude the project period of the ASPR/CDC 5-year project. The first four years of the grant primarily focused on the planning and building of the 8 HPP Healthcare and 15 PHEP Preparedness Capabilities. During BP5, the Healthcare Coalitions and Public Health Districts will conclude the work of prior years by focusing on three primary projects that are aimed at building upon the previous work completed. These projects consist of the following:

Project 1
The Healthcare Coalition and Public Health District will jointly complete a comprehensive Preparedness Capability Review (PCR) with Public Health and other coalition partners, assessing the implementation of all 8 ASPR Capabilities and 15 PHEP Capabilities as applicable to a Healthcare Coalition and Public Health District. The PCR is a tool created and distributed by the ISDH, intended to measure how each capability and corresponding function has been met in each jurisdiction. The PCR is intended as a cohesive, and joint production of healthcare and public health from a district level perspective. Following the PCR completion, the District Healthcare Coalition and Public Health District shall conduct a Training and Exercise Plan Workshop (TEPW) to jointly develop a District Public Health and Medical TEP. ISDH will provide guidance and templates for the TEP. Completed TEP shall additionally be jointly presented to the District Planning Council as conducted by the PHEPCA Rep and the Healthcare Coalition Chair.

Project 2
The Healthcare Coalition and Public Health District will jointly complete a Concept of Operations (CONOPS) detailing how the Healthcare Coalition and Public Health District will operate during a disaster in conjunction with other partners such as emergency management, mental health, public safety, and other healthcare and response partners. The CONOPS will focus primarily on the coordination, resource management, and communication elements of the Community/Healthcare Recovery, Emergency Operations Coordination, and Medical Surge

PHEP & HPP Capabilities. The ISDH will distribute a CONOPS planning guide detailing the required content and details of the document.

Project 3
The Healthcare Coalition and Public Health District will jointly develop hospital point of dispensing (PODS) plans and strategies within each Local Public Health District. Plans should include: strategies for dispensing prophylaxis to healthcare workers and their families (e.g. Closed POD, Open POD priority, etc.), training elements for dispensing at a hospital, local health department approval, and other related elements. Each Hospital Dispensing plan will serve as an annex to the Local Health Department's Medical Countermeasures Dispensing plan. Collectively, each district's Hospital Dispensing plans will form a *District Healthcare Dispensing Plan*. ISDH will provide a planning guide detailing the required content and details of the document.

HEALTHCARE COALITION AND PUBLIC HEALTH DISTRICT DELIVERABLES
All project deliverables shall be submitted to the appropriate email box: HPP@isdh.in.gov or PHEP@isdh.in.gov as well as to the appropriate Healthcare or Public Health Area Coordinator.

Completed Preparedness Capability Review	Due:	Sept 30, 2016
TEP Completed with TEPW Sign-in Sheet	Due:	Sept 30, 2016
Healthcare Coalition and Public Health District CONOPS	Due:	Dec 30, 2016
District Healthcare Dispensing Plan/Hospital Dispensing Annex	Due:	Mar 30, 2017

LOCAL HEALTH DEPARTMENT SCOPE OF WORK
Sub-recipient shall select one individual to represent District LHDs on the Public Health Emergency Preparedness Cooperative Agreement Committee (PHEPCA). The jurisdiction of the District PHEPCA representative will be eligible to receive additional funding for their jurisdiction contingent upon the PHEPCA representative fulfilling the responsibilities of that position.

Sub-recipients shall participate in joint Public Health and Medical quarterly communications drills. Communications drills shall be initiated by the PHEPCA Representative. Upon initiation, sub-recipients shall then notify local Public Health and Medical partners. Sub-recipients shall document the total number of partners notified, the expected acknowledgement time, the number of partners responding within that time period, and needed improvements. During the drill, sub-recipients will report back to the PHEPCA Representative the above metrics. The ISDH will provide a template for ease of reporting.

During two of four of the above Public Health and Medical quarterly communications drills, sub-recipients shall conduct two volunteer notification drills during the grant year via SERV-IN. Sub-recipients shall document the total number of volunteers notified, the expected acknowledgement time, the number of volunteers responding within that time period, and needed improvements. All volunteers considered active by the sub-recipient shall be included in the drill. During the drill, sub-recipients will report back to the PHEPCA Representative the above metrics. The ISDH will provide a template for ease of reporting. The ISDH will provide a template for ease of reporting (Note: CRI Jurisdictions should additionally complete DCARS documentation if completing for CRI Grant requirements).

Sub-recipients shall organize monthly Public Health and Medical planning meetings within the local jurisdiction. Meetings should, when possible, coincide with additional meetings already scheduled (i.e. LEPC, EMA, etc) to maximize convenience. Meetings should include applicable Public Health and Medical partners within the jurisdiction such as but not limited to: emergency management, hospitals and healthcare, emergency medical services, and other partners. Meetings may vary in scope, from small meetings with individual partners to large meetings with all partners. Meetings may be held at a local jurisdictional level, or a district level if all local public health and medical partners from each jurisdiction are present. In addition, sub-recipients shall attend all Healthcare Coalitions as scheduled (i.e monthly, bi-monthly) when possible, with in person attendance required at least once per quarter by each sub-recipients.

LOCAL HEALTH DEPARTMENT DELIVERABLES

Signed Letter of Concurrence for PHEPCA Rep	Due:	Sept 16, 2016
Communication Drill Form Submitted to PHEPCA Rep	Due:	Quarterly
Volunteer Notification Drill Form Submitted to PHEPCA Rep	Due:	Bi-Annually
Monthly LHD Meeting Sign-in Sheet	Due:	Monthly
Quarterly Healthcare Coalition Sign-in Sheet	*Met by HCC*	

ADDITIONAL
Sub-recipients must provide a budget proposal for BP5 funds by May 6, 2016.

The ISDH provides the State Emergency Registry of Volunteers for Indiana (SERV-IN) as a volunteer credentialing, management, and notification platform throughout the state for the recruitment of volunteers to the www.SERV-IN.org website. Local Health Departments shall utilize and maintain at least one staff person identified as a SERV-IN system administrator. Hospitals and other healthcare entities may request administration and organization set up via SERV-IN@isdh.in.gov

Sub-recipients shall provide the ISDH with requested information in support of the development of a statewide inventory of on-hand and deployable public health resources and/or federal funded purchases, as determined by the ISDH.

Sub-recipients shall provide the ISDH with requested information in support of reporting data utilized in completion of the CDC/ASPR financial reporting, performance measures, and capability planning guides.

Sub-recipients purchasing communications equipment funded through CDC/ASPR grants shall be compliant with 2016 SAFECOM Guidance for Emergency Communications, ensuring interoperability in communications. See www.safecomprogram.gov for additional information.

All sub-recipients shall be compliant with the National Incident Management System (NIMS).

All sub-recipient exercise related activities shall be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The ISDH reserves the right to request all exercise related documentation funded through CDC/ASPR grants.

Quarterly and Bi-Annual Due Dates are the following:
Q1: Sept 30, 2016
Q2: Dec 30, 2016 (Bi-Annual)
Q3: Mar 30, 2017
Q4: Jun 30, 2017 (Bi-Annual)

ISDH PROVIDED ITEMS BY JULY 1, 2016
Preparedness Capabilities Review Tool
TEP/W Guidance and Template
CONOPS Planning Guide
Hospital Point of Dispensing Planning Guide
Indiana Chempack Program Plan
Communications Drill Forms and Guide

PHEPCA Representative Grant
CFDA: 93.074

INTRODUCTION
The Public Health Preparedness and Emergency Response (PHPER) Division within the Indiana State Department of Health (ISDH) is the entity responsible for administering Public Health Emergency Preparedness funding (PHEP) received from the Centers for Disease Control and Prevention (CDC), and administering Healthcare Preparedness Program (HPP) funding received from the Assistant Secretary for Preparedness and Response (ASPR). The ISDH administers these funds through sub-awardee agreements which require various activities aimed at enhancing state and local preparedness in order to better respond to public health and healthcare emergencies.

During Budget Period (BP) 5, the ISDH will administer additional funding to jurisdictions serving as the District Public Health Emergency Preparedness Cooperative Agreement Committee (PHEPCA) Representative. This Attachment A contains the guidance and requirements related to this grant for the Local Health Departments with a selected PHEPCA Representatives.

PHEPCA REPRESENTATIVE SCOPE OF WORK
Federal public health and healthcare preparedness grants continue to put an emphasis on coalition building and joint operations as a strategy for preparing for and responding to, disasters and emergencies. Collaboration is an effective approach to emergency management, as it promotes interoperability and familiarity among all public health, healthcare, and public safety partners, helps standardize planning, training, and exercise development processes, and promotes effective and efficient use of existing resources and funds aimed at preparing the local communities.

As established during Budget Period 4 (BP4), the ISDH PHPER Division is awarding additional funding to the jurisdiction of the PHEPCA Representative to represent the Public Health District. The District PHEPCA Representative will be responsible for familiarity within their Districts' public health capabilities and needs, and serve as the primary point of contact on behalf of the District to healthcare, state, and other public safety partners on issues pertaining to the Public Health District as a whole.

It is important to note that this position neither assumes responsibility for individual counties grant requirements or expectations, nor supersedes the authority of an individual county to make planning, resource, or funding decisions that specifically pertain to their grant agreement with the ISDH. It merely serves as conduit for information and coordination for issues and activities pertaining to the Public Health District as a whole, such as working with hospital coalitions to meet joint training and exercise requirements.

While this is the general intent, the following are specific requirements intended to facilitate this role that must be met in order for the county representing the District to receive the additional funds:

Sub-recipients shall ensure one PHEPCA Rep, or other designee if unavailable, attend all in-person bi-annual scheduled ISDH meetings, and participate in all bi-annual conference calls (four meetings total). If weather conditions prohibit safe travel, phone and/or video conference will be offered on a case by case needed basis.

Sub-recipients shall submit to ISDH a letter of concurrence signed by a representative from all Local Health Departments within the District indicating agreement on the selected individual serve as the District PHEPCA representative, acting as a representative of the Public Health District by carrying out the duties identified within this document.

Sub-recipients shall participate in quarterly Public Health and Medical Communications Drill. PHEPCA representatives shall initiate the drill by notifying the District Healthcare Coalition Chair, and all Local Health Departments within the Public Health District. The PHEPCA rep shall additionally participate in the drill as a Local Health Department participant. Local Health Departments and the Healthcare Coalition Chair shall submit completed communications drill forms to the PHEPCA rep during the drill. The PHEPCA will compile the submissions into one final report, representing the entire Public Health and Medical Drill. The PHEPCA Representative shall complete an After Action Report (AAR) documenting the findings within 30 days of the drill. The ISDH will provide an AAR template for ease of reporting. The ISDH will additionally provide a Communications Drill guidance document.

Sub-recipient shall ensure upon conclusion of the District Public Health and Medical TEP completed by the Healthcare Coalition and Public Health District, the PHEPCA Rep, shall jointly present the TEP to the District Planning Council along with the Healthcare Coalition Chair.

DISTRICT PHEPCA REPRESENTATIVE DELIVERABLES
All project deliverables shall be submitted to the appropriate email box: PHEP@isdh.in.gov as well as to the appropriate Public Health Area Coordinator.

Signed Letter of Concurrence for PHEPCA Rep	Due:	Sept 16, 2016
PHEPCA Rep attendance at/in ISDH quarterly meetings	Due:	Quarterly
Communications Drill AAR (within 30 days of Drill)	Due:	Quarterly

ADDITIONAL
Sub-recipients shall provide ISDH with requested information in support of the development of a statewide inventory of on-hand and deployable public health and medical resources and/or federal funded purchases, as determined by the ISDH.

Sub-recipients shall provide ISDH with requested information in support of reporting data utilized in completion of the CDC/ASPR financial reporting, performance measures, and capability planning guides.

Sub-recipients purchasing communications equipment funded through CDC/ASPR grants shall be compliant with 2016 SAFECOM Guidance for Emergency Communications, ensuring interoperability in communications. See www.safecomprogram.gov for additional information.

All sub-recipients shall be compliant with the National Incident Management System (NIMS).

All sub-recipient exercise related activities shall be conducted in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). The ISDH reserves the right to request all exercise related documentation funded through CDC/ASPR grants.
Quarterly and Bi-Annual Due Dates are the following:
Q1: Sept 30, 2016
Q2: Dec 30, 2016 (Bi-Annual)
Q3: Mar 30, 2017
Q4: Jun 30, 2017 (Bi-Annual)

ISDH PROVIDED ITEMS BY JULY 1, 2016
Communications Drill Forms and Guide

Indiana State
Department of Health

Attachment B-1
Public Health Preparedness and Emergency Response
PHEP
Subawardee

Name of Organization:	Warrick County Health Department				
Employer ID Number (EIN)	35-6000210				
CFDA:	93.074				
Budget Period	07/01/2016-06/30/2017		Federal Fiscal Year		2017
Address:	107 W. Locust Street				
City:	Boonville	State:	Indiana	Zip:	47601
Phone:			Fax:		
Website:					
Name of Signatory: (Encompass e-signatory)	Aaron Franz				
Title:	Director		Phone:	(812) 897-6105	
Email:	afranz@warrickcounty.gov				
Name of Program Contact:	Jason Bradshaw				
Title:	Public Health and Preparedness Coordinator		Phone:	(812) 215-1892	
Email:	jbradshaw@warrickcounty.gov				

Federal grant funds have been awarded by the Centers for Disease Control & Prevention through the Indiana State Department of Health to Grantee to further public health preparedness capabilities. All expenses claimed for reimbursement by Grantee must directly support the achievement of these capabilities. This is a cost reimbursement agreement. All claims for reimbursement shall be submitted electronically to ISDH.

Grantee must submit a budget detailing the proposed use of grant funds no later than **April 1, 2016**. This budget must be approved by both the PHPER Division Director and the ISDH Chief Financial Officer. Detailed budgets must be submitted and approved by **August 5, 2016.** All services and activities reflected in the budget must be completed by **June 30, 2017**. Administrative funds can be drawn down quarterly in advance. Grantee shall procure and claim all funds allocated to the Supplies and Equipment categories in their approved budget by **April 28, 2017**. Budget revisions shall be accepted quarterly and final budget revisions will be submitted to ISDH on or before **May 1, 2017.** Final invoicing is due on or before **August 29, 2017**.

Grantee will be required to link each proposed expense to one or more Public Health Preparedness Capabilities. Expense activities include: Salary and Fringe, Supplies, Other, Travel, Equipment, and Contractual.

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Budget		
These amounts have been agreed up by the grantee and the State of Indiana.		
	Base Project #	CRI Project #
Administrative Costs:		
Personnel - Salary:	$ -	$ -
Personnel - Fringe:	$ -	$ -
Supplies:	$ -	$ -
Other:	$ 10,000.00	$ -
Travel Costs:		
In-state:	$ -	$ -
Out of state:	$ -	$ -
Equipment Costs:		
Equipment:	$ -	$ -
Contractual Costs:		
Contracts:	$ 15,715.92	$ -
Totals:	$ 25,715.92	$ -

Total Allotment:	$ 25,715.92

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Electronic Approval History

	User ID	Approver Name	Date/time	Description
1	A328710	Fitzsimon, Joseph P	11/15/2016 11:04:01AM	Agency Fiscal Approval
2	L241203	Kellen, Lisa Erin	11/15/2016 4:14:33PM	ISDA Legal Approval
3	E262012	Simon, Ethan	11/21/2016 9:40:48AM	SBA Approval
4	A233867	Davidson, Alice A	11/21/2016 11:32:14AM	Attorney General Approval
5	K001656	McDowell, Kevin C	11/21/2016 11:36:38AM	Attorney General Approval