WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
February 27, 2017
4:00 P.M.

The Warrick County Commissioners met in regular session with Marlin Weisheit, President; Dan Saylor, Vice President; and Bob Johnson, Member. Attorney Todd Glass attended.

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

President Marlin Weisheit called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you.

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
MYSTIC DEVELOPMENT, C-14-067

Marlin Weisheit: Now we'll go to ABC and ask Sherri to proceed.

Sherri Rector: The first item that I have, the first two (2), are Requests for Release of Surety. The first is Commercial Driveway, C-14-067, Mystic development, Mike Morrow, Member. This is at 4000 Country Place Drive. We are holding ten thousand three hundred and fifty-four dollars ($10,354.00) for the driveway and five thousand dollars ($5,000.00) for drainage. They've had a letter of credit...

Marlin Weisheit: Motion for approval?

Bob Johnson: I make a motion to approve Mystic Development Surety.

Marlin Weisheit: Release?

Bob Johnson: Release.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries (3-0).

(Release of Surety, Mystic Development, C-14-067, is located on Page 19 of these Official Minutes)

WARRICK TRAIL APARTMENTS

Sherri Rector: The next one (1) is Warrick Trail Apartments, by Warrick Trail Apartments Homes, LLC, by Bruce Bennett, Member. Twenty thousand dollars ($20,000.00) for a temporary cul-de-sac. They've had a letter of credit for one (1) year. It expires on April the 1st. Mr. Howard has also inspected this.

Marlin Weisheit: You okay with releasing it, Bobby?

Bobby Howard: Yes, Sir.

Marlin Weisheit: Okay. Entertain a motion.

Dan Saylor: I make a motion to release the surety for Warrick Trails Apartments.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

(Release of Surety, Warrick Trail Apartments, is located on Pages 19 through 20 of these Official Minutes)

REQUEST TO DRAW SURETY
COMMERCIAL DRIVEWAY C-14-004

Sherri Rector: Okay, the last item I have is Request to Draw Surety. This is Commercial Driveway C-14-004, by T. Steele Construction, INC., Tom Steele, President. It's at 5855 Martin Road. We are holding twenty-five hundred dollars ($2,500.00) in escrow in the Auditor's Office. They have had two (2) years, six (6) months. The time limit expires March 12, 2017. We have a request. It's in your packet. This is for an AT&T tower. They have decided that they're not going to complete the entrance, the portion in the county road, and Bobby can explain this better than I can. And they told us, by email, to just to draw the money. They weren't going to build it. Bobby took pictures, inspected that it hasn't been put in. So in this case if we draw the money, we take it out of the escrow account it's in, and we put it in the Highway Donation Fund and the County has to use those funds only for the construction of the driveway.

Marlin Weisheit: I know we dealt with this last year, they're coming, out of state company, weren't they?

Bobby Howard: Yeah, they were an out of state company and they just never got around to finishing the drive and now they've decided they didn't want to come back.

Sherri Rector: They said they hadn't gotten any (inaudible) locations on it yet or anything to bring any profit in so they're not putting any money in it.

Marlin Weisheit: So the letter of credit, can you contract that out? Is that what you're thinking about doing?

Bobby Howard: Yeah. I'll contract that out for the twenty-five hundred dollars ($2,500.00).

Marlin Weisheit: Okay. So I'd entertain a motion to pull the letter of credit so Bobby can proceed.

Dan Saylor: I make that motion.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Sherri Rector: Um, excuse me. But, let the record show it's money being held in escrow. It's not a letter of credit.

Marlin Weisheit: Okay, I'm sorry, yes.

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

Marlin Weisheit: Thank you.

(Request to Draw Surety, C-14-004, is on Pages 20 through 21 of these Official Minutes)

APPROVAL OF MINUTES
FEBRUARY 13, 2017

Marlin Weisheit: Looks like we have Approval of Minutes from our February 13th Meeting for approval.

Dan Saylor: I make a motion to approve the Minutes from February 13th Meeting.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

ITEMS FOR DISCUSSION

Marlin Weisheit: Items for Discussion, it looks like we go to our County Administrator, Roger.

Roger Emmons: Thank you, Mr. President. I've added Bill Yockey. Bill, are you in the audience? No, I don't see him.

Marlin Weisheit: Is that something we can do without him even?

Roger Emmons: Well, no, he, he kind of liked to have five (5) minutes. He said (inaudible)

Marlin Weisheit: Maybe he will be here. We can come back to him. Yeah, okay.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
IDEM MANDATED GAS DETECTION PROBES

Roger Emmons: So I will move on, 'til he gets here, with my items. First item I have is to discuss installation of two (2) IDEM mandated gas detection probes in closed Landfill 2 by Environmental Management Consultants, INC. The Landfill 2 is on the west side of Pelzer Road and they need to install them on the north end of that closed landfill. Sent you an email on February 10th. It included attachments of Mark Phillips, is the guy's name? His email and the quote. It's for five thousand six hundred and thirty dollars ($5,630.00) even. I think Joe will attest to the fact we've used EMC for many years. They're probably the most knowledgeable of any environmental company in regarding our closed landfills. So I'd also emailed you about the funds, the two (2) funds that we have available to pay for this and would respectfully request your approval of their quote so we can give them notice to proceed. This particular issue has to do with methane gas which is created of course in all landfills, and they monitor I believe a little exceedance of the threshold limit. So IDEM stated that we need to have these two (2) detection probes installed for that purpose to continue to monitor and maybe mitigate the situation.

Marlin Weisheit: Yeah, they've been managing that for us for years, so, since I've been on and before. So I'd entertain a motion to approve that.

Bob Johnson: I make a motion to approve the two (2) IDEM mandated gas detection probes by EMC.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor and Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you, Gentlemen.

(IDEM Detection Probe Paperwork is located on Pages 39 through 40 of these Official Minutes)

ANNUAL WEED TREATMENT AT SCAKES LAKE
AQUATIC SOLUTIONS

Roger Emmons: Next is to discuss approval of a contract between the County and Aquatic Solutions for the annual weed treatment out at Scales Lake. Todd, just, just managed to print out right before the meeting the latest contract. He and his colleague reviewed it and found a couple things and I would defer to Todd as to, I haven't had time to see what they are.

Todd Glass: Well, relatively minor, Mr. President, but we worked with Lindsey Daywalt at Aigner Construction and we now have in the contract that, Roger, has some improved definitions of the term. The term was described as one (1) season and it said that services would be "treatment" of Scales Lake. So we got that defined what that means. And we had some confusion, how much the contract was for. I believe it's for a flat seventy-five hundred dollars ($7,500.00).

Roger Emmons: That's correct.

Todd Glass: It, it, the prior contract said a flat seventy-five hundred dollars ($7,500.00) due each month and those sorts of things.

Roger Emmons: Oh, (inaudible) obviously it was a mistake.

Todd Glass: So we got all that fixed.

Marlin Weisheit: Good.

Todd Glass: And what Roger has is ready for your approval.

Marlin Weisheit: I'd ask for a motion to approve with the corrected language from our Legal Counsel.

Dan Saylor: I make a motion to approve that contract with the corrections.

Bob Johnson: And I'll second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you.

(Aquatic Solutions Contract is located on Page 21 of these Official Minutes)

COMMISSIONERS' SALE OF TAX SALE CERTIFICATES
RESOLUTION 2017-07
INTENT TO SELL PROPERTIES DELINQUENT IN PROPERTY TAXES

Roger Emmons: Third item is the Commissioners' Sale of Tax Sale Certificates. And let me get to that. We have the three (3) items listed A, B, and C. We have to pass a Resolution 2017, that would be '07. It establishing, establishes the intent to conduct the Commissioners' sale to sell tax sale certificates for properties that are severely delinquent in payment of property taxes. So that is your first order of business under the tax sale (inaudible).

Marlin Weisheit: I think I counted about a hundred and five (105) or six (106) properties that was delinquent on that list.

Roger Emmons: They have since then, some properties have been redeemed. They've paid their taxes. It's down to a hundred and three (103).

Marlin Weisheit: Okay.

Roger Emmons: And of course the Commissioners can remove any properties right up until 10:00 A.M. on April 24th, which is the day of the sale.
Marlin Weisheit: Yeah, so I'd entertain a motion to pass the Resolution 2017-07.

Bob Johnson: I make a motion to pass Resolution 2017-07.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you.

(Resolution 2017-07 is located on Page 22 of these Official Minutes)

APPROVAL FOR MINIMUM BID AMOUNTS

Roger Emmons: And then the next one (1) is to approve the minimum bid amounts for the Exhibit A that's a part of the Resolution. And as I stated below the motion to approve the minimum bid amounts should be stated that those amounts shall be fifty percent (50%) of the minimum bid at tax sale that's listed on Exhibit A already. And SRI, which conducts our tax sales, they've done that. They calculated the fifty percent (50%), so that will be your next action.

Marlin Weisheit: I'd entertain a motion to have an approved minimum bid of fifty percent (50%) of delinquent taxes.

Dan Saylor: I make that motion.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor and Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you.

(Exhibit A of Resolution 2017-07 is located on Pages 22 through 25 of these Official Minutes)

APPROVAL OF CERTIFICATE SALE CALENDAR

Roger Emmons: Lastly, to approve the Commissioners' Certificate Sale Calendar. And again that is for April 24th, at 10:00 A.M. in the lower lobby of the Judicial Center. The calendar, there are several things the County has to do; several things SRI has to do. The first of which is to, the parcels have been verified. They're working on, that should have already been completed and posted the information on the website, the legal advertisement. The Board gave a consensus for that to appear March 2nd, March 9th, and March 16th in the local paper, the Standard as required by Indiana Code. So I would recommend a passing motion approving the Certificate Sale Calendar.

Bob Johnson: I make a motion to approve Commissioners' Certificate of Sale Calendar.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor and Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you, Gentlemen.

(Commissioners' Tax Sale Calendar is located on Page 25 of these Official Minutes)

FMLA LEAVE

Roger Emmons: I have a couple of requests for FMLA Leave. They all have the required paperwork, with the proper signatures, have been submitted. You can approve both requests and both are Highway Employees.

Marlin Weisheit: Entertain a motion for the two (2) FMLA.

Dan Saylor: I make a motion to approve the FMLA Leave of Absences for the Highway Department.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you.

VOICESHOTS SOFTWARE FOR HEALTH DEPARTMENT

Roger Emmons: Got some other items for your consideration. VoiceShots Software for the Health Department. I emailed back on January 12th of this year, that was informational, about the fact that Aaron Franz can get this software which, you know, it makes automatic calls to remind people of their, you know, whatever, interviews, or lets you know about appointments, just different reminders the Health Department needs to send to their clients. And Aaron can get this for thirty dollars ($30.00) a month. But he did reply to me that he has been unable to get a contract from the provider of the VoiceShots. So the initial installation cost, I think from another company, is going to be fifteen hundred dollars ($1,500.00). And so he's shopped around and found this VoiceShots for just thirty dollars ($30.00) a month and he's going to use his Tobacco Settlement Funds, I believe to make that monthly, or maybe it's Health Maintenance Fund. Let me get down to, yeah, so, yeah that was the initial research. The cost would be too high for the initial installation of fifteen hundred ($1,500.00), but like I say, three hundred sixty dollars ($360.00) a year is a pretty reasonable rate for what he wants to do. What he needs to do. He had had some other software, I don't know if it became obsolete or, do you remember, Marlin?

Marlin Weisheit: I don't recall. I remember a lot of discussion on it. But this was the most reasonable fee for it.

Bob Johnson: And we can't get an agreement?

Roger Emmons: That's what Aaron is saying. He says he's tried. I mean, I had (inaudible) back on January 17th, or 12th rather that you know as long as the Health Department sees a monthly itemized invoice, Commissioner's, you know, could always approve the payment. I mean, I don't know why they won't. I think we could probably look into it a little farther, see, "Why don't you have a standard agreement proposal?" Or whatever could be considered as such. I will get Aaron's contact and I'll contact them on behalf of the Commissioners.

Bob Johnson: I'd feel better.

Marlin Weisheit: Well, it's half the price of a cell phone you might say, and it, you know, it just, it's just a phone service that makes calls.

Roger Emmons: Yeah, it's automated.

Marlin Weisheit: It's automated phone service and it's about as cheap a price as you could find. I know there's no contract but there's no obligation to pay it or drop out clause either. Is there? Where he could cancel it at any time?

Roger Emmons: I, you know, without an agreement, I don't know if he'd be able to do that, but I would think, surely, if we could just contact them. I'll tell them it's a matter of being able to get you paid. You know. If you want to provide the service and get paid for it, you need to give us a simple agreement outlining the terms.

Todd Glass: Yeah, I'd recommend not starting it. But we could until we had it.

Marlin Weisheit: You wanna just table it?

Roger Emmons: So just hold up?

Todd Glass: Preferably. If he's having trouble getting a simple contract from them…

Roger Emmons: Okay. I'll let Aaron know and I'll get his contact and proceed.

Todd Glass: And if I can help…

Roger Emmons: I appreciate that, Todd.

Todd Glass: Have him get ahold of me.

Todd Glass: It wasn't on the agenda...

Bobby Howard: It wasn't on the agenda, no.

Todd Glass: Per se, it's just on his items.

Marlin Weisheit: Okay.

WARRICK HISTORIC JAIL PLANNING GRANT

Roger Emmons: Then we learned on February 22nd, from Carol Hagedorn, that our Planning Grant for the Warrick County Historic Jail has been awarded. I think it's sixteen thousand two hundred dollars ($16,200.00). There's a digital Grant Agreement for Marlin to sign electronically, but I don't know if Todd's had time to review that or not.

Todd Glass: Yeah, Mr. President, it's in order. It's a standard OCRA Contractual Form. The term is from March 1st through April 30, 2019. Although the project completion is expected by April 30th of next year. And I believe, Roger, the Board President has a couple exhibits to execute, if approved, including a Non-Collusion Affidavit at least. So there might be more than one (1) signature line. But otherwise it's in order.

Marlin Weisheit: And this is the grant that was applied through the OCRA. But Boonville Now has agreed to pay the eighteen hundred dollars ($1,800.00) match and then we're awarded the sixteen two ($16,200.00) which is an eighteen thousand dollar ($18,000.00) fee. And what this is, is an engineering study that'll actually tell us what we need to do to rehab the old County Jail. So the County won't be out anything. Boonville Now is picking up the extra eighteen hundred dollars ($1,800.00) and then this will be an engineering study. And then hopefully when that's complete, we'll be able to apply hopefully for more grants from OCRA and maybe get that building, since it's on a historical marker, rebuilt.

Roger Emmons: Yes.

Marlin Weisheit: So we just need to approve this today?

Roger Emmons: I, it's already...

Marlin Weisheit: No action needed today?

Roger Emmons: I don't think so, we just...

Marlin Weisheit: Todd's okay with it. So...

Todd Glass: Well, I'll double check. Non-collusion...

Roger Emmons: I've got the information on, you know, how to go in there and, Marlin, for you to sign it electronically.

Marlin Weisheit: Yeah.

Roger Emmons: And there may be more than one (1) place in there. But we've done them before.

Marlin Weisheit: Oh, yes.

Todd Glass: I would suggest a motion for the President to execute the grant acceptance as needed, or where needed.

Roger Emmons: That sounds good.

Dan Saylor: I make a motion for the Board President to execute the agreement with the, in reference to the Warrick Historic Jail Planning Grant.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thank you, Roger.

GIS LIMITED USE AGREEMENT WITH U.S. EPA

Roger Emmons: Thank you. Last item I have is GIS Limited Use Agreement with the United States EPA Region 5, Chicago. There have been a couple of emails regarding this issue. The Region 5 had some concerns about what Section 1.1 which is the use of the GIS Information in the agreement about not being able to, well first of all, to prohibit the selling of our GIS information, but at least you could provide it to another person or entity. Specifically if the person filed a Freedom of Information Act request with that where they'd be obligated to. My suggestion was to simply add quote, "Unless required by Federal Law," at the end of the referenced section. But I'm waiting to hear back from, further from Robert Thompson, who is their attorney. And I showed the agreement to Todd earlier today and he took a look at it. What do you suggest? Should we, should the Board approve this or just wait 'til we get a revised agreement that will satisfy them and us?

Todd Glass: Well the habit's been to allow the County Administrator...

Roger Emmons: Yes, yes.

Todd Glass: To enter into these Use Permit Agreements, so, Mr. President, he's trying to edit it to some degree. You might want to approve it subject to Roger's approval that he's got the wording in there that he thinks he's comfortable with.

Roger Emmons: And then I'm happy to continue to do this on the (inaudible). It's just one (1) less item of business I have to bring before you.

Marlin Weisheit: Yeah, I'd entertain a motion to allow Roger to continue working with them to get that worked out.

Dan Saylor: I make a motion.

Bob Johnson: Second.

Marlin Weisheit: Second. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Roger Emmons: Thank you very much. Bill, you here yet? Bill Yockey? Nope? Running late. That's all I have, Mr. President, thank you very much.

(GIS User Agreement is on Pages ___ through ___ of these Official Minutes)

Roger Emmons stated they did not use afterall so this was void. KG

COUNTY ATTORNEY
ORDINANCE 2017-03
CONFLICT OF INTEREST POLICY

Marlin Weisheit: Okay, we'll go on to County Attorney.

Todd Glass: Alright, Mr. President. It looks like we've got Ordinance 2017-03 adopting Conflict of Interest Policies. The Board of Commissioners approved this Ordinance and its language at First Reading at its last meeting. So it's now before you for Second and Third Reading. It's Ordinance 2017-03, an Ordinance of the Board of Commissioners of Warrick County, Indiana adopting a Conflict of Interest Policy. And I'll quickly mention, Mr. President, that is establishing a threshold of two hundred dollars ($200.00) for any single event, meeting, or function below which any financial interest or value of any gratuity by any Warrick County Official or employee that is not considered substantial and may be accepted without any conflict of interest implications. So that is before the Board now, Mr. President, for motion to approve for both Second and Third Readings.

Marlin Weisheit: I'd entertain a motion to approve Resolution 2017-03.

Roger Emmons: It's an Ordinance.

Marlin Weisheit: Ordinance.

Bob Johnson: I make a motion to approve Ordinance 2017-03 adopting Conflict of Interest Policies.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

Todd Glass: Thank you, Mr. President.

Marlin Weisheit: Thank you.

(Ordinance 2017-03, Conflict of Interest Policy, is located on Page 26 of these Official Minutes)

ORDINANCE AMENDING EMPLOYEE REIMBURSEMENTS

Todd Glass: The second item on my agenda is the Ordinance on setting employee reimbursement levels for both meal reimbursements and per diems for overnight stays. And I'm not certain if the Commissioners have had a chance to think through those amounts yet or not.

Marlin Weisheit: You guys put any thought in that? Or do you want to table that to the next meeting? Do our best in two (2) weeks to probably have Todd an answer?

Dan Saylor: Yeah, I'd say let's table.

Marlin Weisheit: Probably talk to a few of the Office Holders and the Sheriff's Department, make sure everybody's on-board, comfortable with what we pass.

Marlin Weisheit: Roger, can you send out an email maybe to the Sheriff's Department, Office Holders, Department Heads, maybe get some input back and 'cc' us on it. We'll try to make a decision on it by next meeting.

Roger Emmons: Okay.

Todd Glass: And this is to daily meal expenditures and overnight accommodations.

Marlin Weisheit: Kind of put in the email what it is now and if we need to raise it.

Roger Emmons: Right.

Marlin Weisheit: Yeah.

Roger Emmons: I can just send that to the Department Heads.

Marlin Weisheit: Right, yeah.

Roger Emmons: Well, then do you want a motion to table to March 13th?

Marlin Weisheit: Yes.

Dan Saylor: I make a motion to table the Ordinance or the Ordinance to amend the employee reimbursement to the next meeting.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

ORDINANCE 2017-05
TAXABILITY OF TAKE-HOME VEHICLES
FIRST READING

Todd Glass: Here's copies. And as I'm passing down the table, Mr. President, a clean version of a proposed Ordinance establishing a policy regarding the use of County vehicles and fringe benefit taxation. This incorporates some revisions you might have seen going across your desk several times last week. But it does clearly exempt the Law Enforcement vehicles from the policy, but it tries to bring Warrick County under compliance with the Internal Revenue Code. We have been looking at this for a few months now. We've been studying and researching it, verifying the Internal Revenue Service guidelines. I've worked with the Auditor's Office. We've, I, there's several ways to go about doing this, and I think we've identified the simplest methodology to come into compliance and that is a daily income implication of, of, of three dollars ($3.00) for the use of those vehicles on work days. So that is before the Board and can, could be entertained on First Reading if the Board is ready.

Marlin Weisheit: I think you've gotten it about as close as we can get it myself. So, (inaudible).

Todd Glass: It's kind of a necessary evil. But I think we've got a fairly simplified policy set forth in this proposed Ordinance.

Bobby Howard: So are the work days counted, the Highway's work days are different than the other offices, so, it's by work day then? And not...?

Todd Glass: Correct.

Bobby Howard: So that needs to be clear that it's not per forty (40) hour week.

Todd Glass: Right, and...

Bobby Howard: It's for a work day.

Todd Glass: And on their salary schedule if they report a sick day or vacation day, that will be reflected and they won't be, of course, be charged on those.

Marlin Weisheit: Just every work day. I guess each one (1) will have to keep a log to simplify it. That'd probably be the best path.

Bobby Howard: Okay.

Dan Saylor: Todd, is the dollar amount in here?

Marlin Weisheit: Three dollars ($3.00) a day.

Todd Glass: No, Subsection D, I thought it best to just simply say that the computation, uh, excuse me, the Commuting Valuation Rule is to be applied. That's the three dollar ($3.00) a day rule. And I just stated that that is the Internal Revenue Code 274 and those guidelines on the Commuting Valuation Rule in case they change that.

Dan Saylor: So if they change that, we don't have to change the whole (inaudible).

Todd Glass: Yeah, it would then, it'd be up to the Auditor's Office to keep track of that and if the IRS guidelines would change. They'd have to follow lock-step with that.

Roger Emmons: So we're talking about adding about seven hundred and eighty dollars ($780.00) or less for the Highway, since they only work four (4) days to individual's take-home vehicle to their salary? And that would be taxable income?

Todd Glass: Right. I haven't done the deciphering, if that's the right number or not, but...

Roger Emmons: I just took three dollars ($3.00) times five (5) days a week time fifty-two (52) weeks.

Marlin Weisheit: But you know some are vacation...

Roger Emmons: Somewhere in the ballpark...

Todd Glass: Probably less than fifty-two (52) weeks, but six-seven hundred dollars ($600.00-$700.00) roughly and that'll be reported to the, on the employee's taxes. We'll just have to be...

Roger Emmons: (Inaudible).

Todd Glass: Cognitive of that next year once, when they file their taxes. That's a fringe benefit like other fringe benefits, the taxable use of the vehicle.

Roger Emmons: Right, and I don't know how well we've gotten the word out. Course the Sheriff's vehicles are exempt so, so that's good there. But the Highway Department probably has the most take-home vehicles other than the Sheriff.

Todd Glass: We probably, might want to consider doing something, Roger, on that after, if, if this is approved at First Reading, to get the word out.

Roger Emmons: Yep, we can do that.

Marlin Weisheit: What would the Ordinance number be?

Roger Emmons: I think it's already, does it already have an Ordinance number?

Marlin Weisheit: No.

Bob Johnson: No, Sir.

Roger Emmons: Does it already have it on there?

Marlin Weisheit: Oh.

Bob Johnson: I didn't see...

Todd Glass: I think it's '04.

Roger Emmons: 2017-05 for the take-home vehicles.

Marlin Weisheit: Yes, it is. It wasn't on this other sheet though.

Roger Emmons: It says on the agenda.

Marlin Weisheit: Yes, it does. Okay, I'd entertain a motion.

Todd Glass: Well, yeah, if you want to do the approved on First Reading, it will have to be read into the...

Marlin Weisheit: That would be the way to handle it, wouldn't it? To approve it on First Reading? Or do you want to just?

Todd Glass: Well, we normally read it in the record on First Reading.

Marlin Weisheit: Okay.

Todd Glass: And then once it's read, then a motion to approve the Ordinance.

Marlin Weisheit: Do, do you want to read it first then? Do we need to make a motion?

Todd Glass: Go ahead, I'm sorry, go ahead and make the motion.

Marlin Weisheit: I'd entertain a motion to approve.

Dan Saylor: I make the motion to approve the Ordinance on the Taxability of Take-Home Vehicles, Ordinance 2017-05.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. (Motion carried 3-0).

Todd Glass: Thank you, Mr. President. I apologize about that.

(Mr. Glass read the following, Ordinance 2017-05, into the record):

ORDINANCE 2017-____

AN ORDINANCE ESTABLISHING A POLICY REGARDING THE USE OF COUNTY VEHICLES AND FRINGE BENEFIT TAXATION

WHEREAS, Warrick County (hereinafter, "County") owns various motor vehicles and equipment and from time to time in its discretion provides County motor vehicles to County employees for County business; and

WHEREAS, a County vehicle is property of the County and an employee that is assigned to a County vehicle is expected to follow all rules and regulations pertaining to the use of that County owned motor vehicle including the duty to operate the motor vehicle safely and according to all State and local laws, and to display reasonable care and prudent behavior when operating and maintaining an assigned County vehicle; and

WHEREAS, pursuant to the Internal Revenue Code and IRS rules and regulations, personal use of a County vehicle, including but not limited to, the value of commuting to and from work as an employee of Warrick County, is a taxable fringe benefit to the employee and shall be reported in an employee's taxable income beginning upon passage of this Ordinance; and

WHEREAS, the County desires to adopt a policy that personal use of a County vehicle, other than certain *de minimis* personal use from time to time, is prohibited; and

WHEREAS, the Board of Commissioners of Warrick County, after researching and studying the applicable IRS rules and regulations, have determined the commuting valuation rule is the most reasonable policy to implement in assessing the value of the use of County-owned motor vehicles to Warrick County employees.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 31.14 entitled "Use of County Vehicles and Fringe Benefit Policy" as follows:

§ 31.14 USE OF COUNTY VEHICLES AND FRINGE BENEFIT POLICY

(A) *County Vehicles in General.*

Warrick County owns various motor vehicles and may from time to time in its discretion provide a motor vehicle to a County employee to be utilized for County business. A Warrick County motor vehicle is property of the County and an employee that is assigned to a County motor vehicle is expected to follow all rules and regulations pertaining to the use of that County owned motor vehicle including the duty to operate the motor vehicle safely and according to all State and local laws, and to display reasonable care and prudent behavior when operating and maintaining an assigned County vehicle.

(B) *Personal Use of County Vehicles; Prohibitions.*

Personal use of a Warrick County vehicle is defined as all use not for County business and includes commuting to and from work on a daily basis even if the County requires the employee to take the vehicle home. Under the Internal Revenue Code and IRS rules and regulations, personal use of a County vehicle is a taxable fringe benefit to the employee. It is the policy of Warrick County that personal use of a County vehicle, other than commuting and other *de minimis* personal use, is prohibited.

(C) *Qualified Non-Personal Use Vehicles.*

Law enforcement vehicles are considered by the County to be qualified non-personal use vehicles and are therefore exempt from this Ordinance.

(D) *Calculation of Taxable Fringe Benefit to Employee; Commuting Valuation Rule.*

Pursuant to IRC §274 and Internal Revenue Service guidelines, as may be amended from time to time, the commuting valuation rule may be utilized for reporting of taxable value of employer provided take home vehicles. Warrick County will add the personal value of a County provided vehicle to the taxable wages of the employee and will so report that attributed income for tax purposes for the daily round trip for the commutation of the employee from work to home and from home to work on regularly-scheduled work days. Days not worked including sick or vacation days, if reported on the employee's salary schedule, shall not have use imputed to them for those days off work.

Passed and adopted by the Board of Commissioners of Warrick County, Indiana, this ____ day of _____, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

_____
Marlin Weisheit, President

_____
Dan Saylor, Vice President

_____
Robert H. Johnson, Jr., Member

Page 2 of 3

ATTEST:

_____
Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

_____
Todd I. Glass, Esq. #13982-18
F I N K & H A T F I E L D , A Professional Corporation
220 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

Page 3 of 3

Todd Glass: Always enjoy that. Well, that is approved then on First Reading and we'll put the Second and Third Readings on the agenda for your next meeting and perhaps communicate the fact that it will be on Second and Third Readings at the next meeting and get it, get the word out perhaps.

Marlin Weisheit: Thank you.

Todd Glass: I think that's it, Mr. President.

Marlin Weisheit: Alright, thank you.

COUNTY AUDITOR
CLAIMS

Marlin Weisheit: County Auditor, Claims.

Debbie Stevens: Hi, Debbie Stevens, Warrick County Auditor. I'm presenting Claims to the Commissioners for approval in the amount, total amount of one million two hundred fifteen thousand one hundred forty-four dollars and nine cents ($1,215,144.09).

Marlin Weisheit: Have a motion?

Bob Johnson: I make a motion to pay the Claims.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Dan Saylor: Aye.

Debbie Stevens: Thank you.

Marlin Weisheit: Motion carries three, zero (3-0). Thank you.

Debbie Stevens: Thanks.

(Claims are located on Pages 26 through 28 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
WARRICK WELLNESS PATHWAYS
APPROVAL OF SIGNS AND PATHWAY PLANS

Marlin Weisheit: County Engineer/Highway.

Bobby Howard: The first item on the agenda, that, that's here, I think got carried over. I think Susie put that on there from the last meeting. But that was approved at the last meeting so I don't think there's any…

Marlin Weisheit: I think it was.

Bob Johnson: (inaudible).

Marlin Weisheit: It was all taken care of.

Bobby Howard: Business that needs to take place. The next item I have is Warrick Wellness Pathways. They're present and would like to come forward. They did submit a plan. I'm just calling this the Greater Jenner/Baker Route and I believe the request in this route is to assign these as a bike routes. I believe the signage would all be, the signage, post, hardware would be supplied to the County and the request to have the County install the signage. Is that correct?

Marlin Weisheit: Okay. If you would both state your name, just for the record.

Jeremy Elrod: Right, I'm Jeremy Elrod with Morley.

Steve Roelle: I'm Steve Roelle, a board member of Warrick Trails, Warrick Wellness Pathways.

Marlin Weisheit: Okay.

Steve Roelle: I guess as Bobby said, I guess, is everyone here familiar with the Warrick Trails, okay? So, today we're here for a particular segment of the trails and yeah that's kind of the Baker/Jenner Route. For us, it's a route from Boonville Industrial Park down to Friedman Park. That route comes out of the Industrial Park at American Way at the intersection of (Hwy) 62 by Boonville Walmart, heads west until you hit Baker, comes down Baker and through Jenner until you hit the ALCOA Highway, or State Road 61. Then it will come south until you hit Roeder Road and you'll work your way west to Friedman Park. So to complete that, that entire route, we've kind got a State Road portion and a county road. We've filed for an INDOT permit through an agreement that the Commissioners did last year with the State of Indiana. And so as, I guess, in addition to the request, Bobby said tonight, we need a Commissioner's signature on that right-of-way application. They're ready to issue us a permit for the work on the State Roads, so we

I've got, I've got, I don't know, Bobby, how much you were able to circulate, just kind of some information. This is everything we submitted to INDOT and also to you. I don't know (inaudible) a couple copies...?

Marlin Weisheit: I don't need any. I've seen Bobby's...

Steve Roelle: I was gonna say, I think Bobby had it all, I just had some here...

Marlin Weisheit: Do you guys need to see it?

Bob Johnson: I've talked to Bobby about it.

Marlin Weisheit: Okay, yeah.

Bobby Howard: Do you, do you have the one (1) that they need to sign?

Marlin Weisheit: (inaudible) Pathways to Boonville, doesn't it? So, yeah.

Steve Roelle: Right, right.

Bobby Howard: You have the original for them to sign?

Steve Roelle: I, I do.

Bobby Howard: Okay.

Marlin Weisheit: So we need two (2) motions, is that my understanding? You need two (2) motions from us?

Jeremy Elrod: To assign (inaudible) and to install the signs.

Steve Roelle: Yes, if you make a motion to assign, I guess, we'd technically...

Bobby Howard: Yeah, that'd be a separate...

Todd Glass: Right-of-way...

Bobby Howard: Would this be two (2) or three (3)?

Steve Roelle: We need a permit application sign and we need the plans approved and then we need, yeah, a motion for Bobby to install the signs.

Bobby Howard: The motion for the plan approval and the sign installation can be one (1).

Marlin Weisheit: Okay.

Bobby Howard: But also, was there any discussion with the City of Boonville?

Jeremy Elrod: Right, we are, we've started discussion with them. We've had a good response; we're going to their Board of Public Works on March 8th to request approval from Boonville to maintain the signs in the Industrial Park.

Bobby Howard: And the striping. Yeah, because they're annexing Baker...

Todd Glass: Right, there'll be a stretch up the northern section of this that they'll be responsible for.

Bobby Howard: Right.

Marlin Weisheit: Okay, so our first motion then needs to state, to approve the plan and the installation of signs, is that correct, Bobby?

Bobby Howard: Yes.

Marlin Weisheit: I'd entertain that motion.

Dan Saylor: I make a motion.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0).

(Plans and Installation of Signs for Warrick Wellness Pathways are located on Pages ___ through ___ of these Official Minutes)

No paperwork was signed. According to Bobby Howard. KG

PERMIT FOR RIGHT-OF-WAY APPLICATION

Marlin Weisheit: And our next motion needs to be for the...?

Bobby Howard: It's to sign the support on the...

Todd Glass: Permit.

Bobby Howard: Right-of-way application, permit.

Marlin Weisheit: Right, I'd entertain that motion.

Dan Saylor: I make a motion to sign the permit...

Marlin Weisheit: For INDOT?

Dan Saylor: For INDOT.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). You need that signed now? Does Bobby need or I need to sign that?

Steve Roelle: I premade it in Dan's name. I don't know if the President has to sign it..?

Marlin Weisheit: I think the Vice President can sign it, can't he, Todd?

Todd Glass: Um hum.

Marlin Weisheit: Yep, that'd be fine.

Steve Roelle: I only did that cause I knew (inaudible).

Marlin Weisheit: Throw him under the bus.

Bob Johnson: There you go. Doesn't (inaudible) does it?

Marlin Weisheit: No.

Dan Saylor: Three (3) meals a day, Sheriff?

Marlin Weisheit: Thank you, guys. Anything else we can help you with?

Jeremy Elrod: Thank you. If there is we'll let you know.

Marlin Weisheit: Okay. Good luck with it. I know been...

Jeremy Elrod: You're gonna start seeing action here in 2017. We're ready to go.

Marlin Weisheit: Okay. Yeah, sounds good.

Bobby Howard: Thank you.

Steve Roelle: Thank you

Marlin Weisheit: Good luck.

BRIDGE 374 AGREEMENT

Marlin Weisheit: Okay, what else you got, Bobby?

Bobby Howard: The next item I have is the fee proposal for Warrick County Bridge 374, bridge rehab. This is the bridge on Vann Road. This fee proposal is in the amount of fifty-six thousand five hundred dollars ($56,500,00), and this will have design and out to bid ready for letting this May on that bridge. So we'll be able to bid it out and go to construction when schools out. I recommend approval. It's with Lochmueller Group.

Marlin Weisheit: And that's the bridge right off Vann Road off of State Road 61 there so...?

Bobby Howard: Right.

Marlin Weisheit: Been on the radar the last three (3) or four (4) years.

Todd Glass: And the agreement, Mr. President, for these services are in proper form and ready for the signature of all three (3) Commissioners if approved.

Marlin Weisheit: Entertain a motion.

Bob Johnson: I make a motion to approve Bridge 374 Agreement.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0). Do you have anything else?

(Bridge #374 Agreement is located on Pages 28 through 31 of these Official Minutes)

SUPPLEMENTAL AGREEMENT #11-OAK GROVE ROAD

Bobby Howard: I do have one (1) more item and well I have two (2) things to discuss. But I have another agreement, it's a Supplemental Agreement for the Oak Grove III Project, the environmental services. I believe they have the originals here. It's Supplemental Agreement #11, with the corresponding insurance paperwork. Due to the, our public hearing and some of the scope of work changed outside the original environmental study's estimate. This is to do a new environmental on this project. And I'd ask approval of that to continue the project so we can make sure we get our November letting this year.

Marlin Weisheit: Environmental of Oak Grove III, I'd entertain a motion to approve that.

Dan Saylor: I make a motion to approve.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye. (Motion carried 3-0).

(Oak Grove Road, Supplemental Agreement #11, is located on Page 32 of these Official Minutes)

APPROVAL FOR BIDDING OUT 2018 PAVING CONTRACT

Marlin Weisheit: And you have one (1) more thing, Bobby?

Bobby Howard: One (1) more thing I'd like to, I'd like the Board to consider a motion to look at bidding out our 2018 Paving Contract.

Marlin Weisheit: So this fall take a...?

Bobby Howard: Yeah, this fall...

Marlin Weisheit: Okay.

Bobby Howard: Look at this fall. I'd like to go ahead and look at, having the Board look at a motion to do that this fall.

Marlin Weisheit: I'd entertain that motion.

Dan Saylor: I make a motion for the Highway Department to bid out our Paving Contract for the 2018 paving season year.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

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

Todd Glass: And I guess that motion would really be for your, for Joe to work with Bobby on that, correct?

Marlin Weisheit: Send them a letter (inaudible) yeah, Bobby.

Bobby Howard: (Inaudible) I'll work together with Purchasing.

Todd Glass: Alright.

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

COUNTY PURCHASING
PARKS DEPARTMENT
NEW TRUCK BID AWARD

Marlin Weisheit: Okay, County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. First thing on my agenda is the award of the new Chevy Silverado for the Parks Department. Before I do that, I'd like, there were a few loose ends I'd like to tie up from last month's meeting (inaudible).

Bob Johnson: Thank you, Joe.

Roger Emmons: Thank you, Joe.

Joe Grassman: At the meeting, we were, after I opened and read the bids for the Parks Department's new Chevy truck, there were some questions and I wanted just to, I didn't have answers to all of them. I wanted to get that, get the answers on the record so that there's no questions about some of these items. Basically, one (1) of the first questions I was asked is why did I not get QPA bids, which QPA means the Quantity Purchase Agreement bids, which are competitive bidding negotiated by the, by, at the State level and then they're available, those contracts are available for goods and services for all county offices in Indiana. And I, I just basically stated what I thought was the case, and it was. There are no Chevy trucks on the County, on the State QPA. And so I sent, I, I have you, I gave you a copy of the first three (3) pages of that, of that little report, or QPA vehicles that are available. And Chevys, there are no General Motors trucks or anything on that anywhere. I can't explain that, but that's the way it is. The second issue is was, I was asked why, why I only bid Chevy trucks. And I think I did answer that because it was at the, at the request of the Park Superintendent, which it was. Since, since last, since the last meeting, I did have a chance to talk to Ben Labhart about that and he just stated that in his experience, he's had both Chevy and Ford trucks. And he's had more luck with durability and less maintenance with Chevys than they have Fords so he prefers Chevys. Okay. Final question was, how much would a Ford be? So what I did, I took the specifications, the exact specifications that I sent the three (3) Chevy dealers to bid the Chevy truck to the Advantage Ford in Connersville. They happen to be the dealership that holds the QPA, the State QPA for Ford trucks in Indiana. I thought that would be a pretty good, that would gauge pretty good at what the price would be normally for a truck, very comparable or very similar to the Chevy that we bid. So just real briefly the, and I'm going to take the lowest bids from the bidding process that we got from Law, Law Chevrolet. The lowest bids, the Law Chevrolet bid for a regular Chevy truck with a regular bed, with a regular cab and, and an eight (8) foot bed, was, the Law price was twenty-one thousand thirty-five dollars and eighty-eight cents ($21,035.88). And the Advantage Ford QPA price for a comparable Ford was twenty-five thousand two hundred and seventy-five dollars and eighty-nine cents ($25,275.89). Then on the double cab with the six and a half (6 ½) foot bed, the Law price was twenty-two thousand seven hundred and seventy-three dollars and eighty-five cents ($22,773.85). And the Advantage Ford QPA price was twenty-five thousand four hundred and twelve dollars ($25,412.00). So I just wanted to bring that to the Board so...

Bob Johnson: Thank you, Joe.

Joe Grassman: You'd have that information. Okay. Now back to the, the issue at hand, which is the, the a, we opened and read the bids for the, for the Parks Department's new Chevy truck. I ran the bids by Parks Superintendent, Ben Labhart. He thought everything was in order and he felt like they would prefer to purchase the double cab, six and a half (6 ½) foot bed truck at twenty-two thousand seven hundred and seventy-three dollars and eighty-five cents ($22,773.85). If that would be agreeable with the Board.

Marlin Weisheit: It's their request, so I, it's not that much more really, is it?

Joe Grassman: You mean between a regular and a double cab?

Marlin Weisheit: Um hum.

Joe Grassman: No, not at all. I think he's concerned about getting people to the...

Marlin Weisheit: Worksites?

Joe Grassman: To the worksite.

Dan Saylor: Especially the new park.

Joe Grassman: Exactly.

Marlin Weisheit: Yeah.

Dan Saylor: Yeah.

Marlin Weisheit: I think it's a good idea. I'd entertain a motion to approve.

Bob Johnson: I make a motion to approve the purchase of the truck.

Marlin Weisheit: The double cab?

Bob Johnson: Double cab.

Marlin Weisheit: From Law Chevrolet.

Bob Johnson: From Law Chevrolet.

Marlin Weisheit: Yep.

Dan Saylor: I second.

Marlin Weisheit: Alright, all in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thanks, Joe. Good work on that research.

(Bids for the Parks Department Truck are located on Pages 33 through 36 of these Official Minutes)

DECLARE USED PARKS/HIGHWAY DEPARTMENT EQUIPMENT AS SURPLUS

Joe Grassman: Let's see what we have here next. It's the, we have a, the Parks Department and the Highway Department both have some, some vehicles and equipment they would like to be, have declared surplus so they can sell it at auction I believe at the end of this month. Bobby, is that when that big auction is?

Bobby Howard: I believe so, yes.

Joe Grassman: Okay, coming up at the 4-H Center. So I'll read you the, this is from the Parks Department. They have one (1), he says it's a 2010, I'm not sure about that, or, or we weren't sure about that. It was a Scag Zero Turn, sixty (60) inch mower with diesel engine. And he has approximately a year 2000, X-Mark Zero Turn, sixty (60) inch mower with gas engine. And he would like both of those declared surplus and available for sale at auction.

Marlin Weisheit: Is that all he's got?

Joe Grassman: That's all he's got. The Highway's got a few things.

Marlin Weisheit: Okay, I'd entertain a motion for those two (2) mowers to be declared surplus for the Parks Department.

Dan Saylor: I make that motion.

Bob Johnson: And I'll second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0).

Joe Grassman: I have (inaudible) list of vehicles from the Highway Department. A '99 Chevy 3500 dually, 2004 Ford 1500 XL pick-up, 1995 Ford F150 XL pick-up, 1995 Ford XL pick-up, and a John Deere grader model HR26236. And again they would like these declared surplus and available for sale at auction.

Dan Saylor: I make a motion to declare those three (3) items just listed surplus for the Highway Department.

Marlin Weisheit: Okay, it was five (5) wasn't it?

Joe Grassman: Yeah.

Dan Saylor: Was it five (5)?

Joe Grassman: Yeah.

Dan Saylor: I wrote down three (3).

Bob Johnson: I second.

Dan Saylor: So five (5).

Marlin Weisheit: Motion made and seconded to declare those five (5) items, surplus for the Highway Department. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor and Marlin Weisheit: Aye.

Marlin Weisheit: Motion carries three, zero (3-0).

ADA COMPLIANT OFFICE SIGNS FOR JUDICIAL CENTER

Joe Grassman: Okay, finally, as you know we're looking at getting some ADA compliant signs in the Judicial Center, office door signs. We've got four (4) quotes for a 3X5 sign with a number on the top in the braille, in the associated

braille below. I'll just read you the bids in order here. B-Hive, well we bid thirty (30) signs, so I say this price would be good for thirty (30), twenty-five (25), or forty (40) I would imagine. Just so we have some idea, or so the vendor would have some idea, we just told them about thirty (30). B-Hive's price for thirty (30), 3X5, ADA compliant signs was twenty-seven dollars and three cents ($27.03) a sign. Signs by Design price was sixteen dollars and seventy cents ($16.70) per sign. Phillips Signs was twenty si...twenty-seven dollars and thirty-six cents ($27.36) per sign. And Cardinal Sign was fifteen dollars ($15.00) per sign. So I, Roger, I actually haven't, there are also some questions about exactly, we have sort of a variety of other signs over there, (inaudible) you listed. We have twenty-one (21) office signs, ten (10) restroom signs, three (3) vending/telephone signs, fifteen (15) miscellaneous signs, and we have the Community Corrections and the Coroner's Office, or what was the Coroner's Office, neither one (1) was assigned a room sign at all.

Roger Emmons: So we've got two (2), you say at least two (2) rooms that don't have any numbers assigned to them?

Joe Grassman: Yes, Community Corrections and Coroner's, or well, what was the Coroner's. I guess it's now the Prosecutor's...

Roger Emmons: (Inaudible) check with Susie on that. She's got a listing. I'll get you numbers.

Joe Grassman: This is kind of informational. I don't know if you want to make a decision on it today or not. But I just kind of wanted to let you know where we were at on it. We still have to, I think, identify exactly how many and which kind of signs we need.

Marlin Weisheit: I mean, we can do that, we wouldn't have to make a motion on these signs, would we? Just...

Roger Emmons: Well, you're, you're awarding a quote.

Dan Saylor: Awarding a quote for a price.

Roger Emmons: I would suggest you go ahead with Cardinal. They're the lowest, and then we order ADA compliant signs as we need, because for our ADA transition plan, this will help us to get in-line with one (1) of those in our three (3) ring binder. Which we're not a, not any different from any other municipality when it comes to ADA. There's a lot of things we have to do. Some in house, of course it's a combination, we'll buy the signs and the maintenance guys will put them up for us.

Marlin Weisheit: Okay. I'd entertain a motion to accept the Cardinal bid to get the number of signs that's needed.

Dan Saylor: I make a motion to accept the Cardinal bid for fifteen dollars ($15.00).

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

(Bids for Judicial Center Signs are located on Pages 36 through 38 of these Official Minutes)

HANDRAIL FOR THE JUDICIAL CENTER

Marlin Weisheit: One (1) other thing...you done, Joe?

Joe Grassman: Yes, I am.

Marlin Weisheit: Okay, at the last Council Meeting it was brought up, it was mentioned before, want to make sure we get a quote on that, the handrail at the bottom of the JC outside. It got brought up again.

Joe Grassman: Alright.

Marlin Weisheit: Just get us a quote, and then we'll decide if, if it's worth doing. It's not that large an area, but it was...

Joe Grassman: I think I already have one (1).

Marlin Weisheit: I think you did, too.

Joe Grassman: But I'll send it.

Marlin Weisheit: Send an email out to us and we can just decide if we need to do that.

Joe Grassman: Sure.

Marlin Weisheit: It will have to match the handrail that's there. It was mentioned by one (1) of the Council Members that that was badly needed. And, but I know we had talked about it before, it just never went nowhere. I'll have these two (2) look at that area after you get us a quote and we'll make a decision if we need to get it ordered and get it up.

Joe Grassman: No problem.

COUNTY SHERIFF

Marlin Weisheit: Sheriff, you have anything today?

Dan Saylor: Thanks, Joe.

Bob Johnson: Thanks, Joe.

Marlin Weisheit: Yep.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: I have nothing.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: I have nothing.

Marlin Weisheit: And I don't think Bill Yockey's in the room, is he, Roger?

Roger Emmons: (Inaudible) Bill might have thought it was going to be the next meeting. I'll have to find out what happened to him.

Marlin Weisheit: Okay, we'll double check with him and invite him back. That's, I don't have anything else, so I'll entertain one (1) more motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0).

ADJOURNMENT: Meeting adjourned at 4:52 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

BOB JOHNSON, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

4000 Country Wood Dr

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 2/27/17

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 office 812.464.2514 fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

2/13/17

February 7, 2017

Warrick County Area Plan Commission
Attn: Sherri Rector
Warrick County Courthouse - Rm 201
Boonville, IN 47601
Sent via email: ebeck@woodwardrealty.com

Re: 4000 Country Wood Drive - Commercial Drive and Drainage Release
Morley # 9138.4.002-B

Sherri,

The commercial drive and drainage installed at the referenced address has been constructed in general accordance with the approved Commercial Drive Permit. Please inspect and approve said commercial drive and drainage. If there is any financial surety being held, please release it.

If you have any questions or comments, please let me know.

Certified by:
James E. Morley, P.E.
Indiana Registration No. 10100250

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

Encl: APC letter

Cc: File, WC Engineer - Bobby Howard, P.E.

J:\9000s\9100-9199\9138\CMI 3D\Documents\9138 drive release.doc

APPROVED
Date: 2-13-17
Warrick County Surveyor

Warrick Trail Apts

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 2/27/17

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

2/21/17

February 17, 2017

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

Re: Irrevocable Letter of Credit No. 90009088 - Temporary Cul-de-sac Construction - Warrick Trail Apartments
Our Project # 8958

Dear Bobby,

On behalf of our client, we request a release of the surety for the temporary cul-de-sac required in the platting of the Warrick Trail Apartment Homes P.U.D.

The cul-de-sac is no longer required because of the newly installed and accepted Arbor Creek Drive.

Should you have any questions, do not hesitate to contact our office.

Thank you,

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

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

cc: Warrick APC – Sherri Rector
Bruce Bennett

FILED
FEB 17 2017
WARRICK COUNTY
AREA PLAN COMMISSION

4800 Rosebud Lane • Newburgh, IN 47630 • (812) 464-9585 • FAX: (812) 464-2514
www.morleyandassociates.com • e-mail: info@morleyandassociates.com
J:\8000s\8900-8999\8958\Civil 3D\Documents\8958 WTA COC LOC Release.doc

T Steele Commercial Driveway

BOARD OF COMMISSIONERS:

Marlin Weisheit

Dan Saylor

ATTEST:

Auditor
Date: 8/27/16

. Area Plan Commission

From: Tom@tsteeleconstruction.com
Sent: Friday, February 17, 2017 8:18 PM
To: Lance Huggins
Cc: . Area Plan Commission
Subject: Re: martin road driveway

All,
I am good with this game plan.

Thanks

Tom Steele
309-236-8327 cell
Tom@tsteeleconstruction.com

On Feb 17, 2017, at 1:57 PM, Lance Huggins <Lance.Huggins@AmericanTower.com> wrote:

Hello Sheila,

I have been trying to get approval to finish up the driveway approach and have not received it. I reached out a few weeks ago and talked with Sherri about the situation. After discussions, it has been decided the best way to put this permit to rest would be to move forward with cashing the GC's bond check and letting the county complete it. So we will not move forward with extending this permit. I thank you for your patience while I tried to get approvals in place to finish it up.

Can you confirm one thing for me? I was told the County would cash the bond check (T. Steele Construction) and do the driveway approach themselves and no lien would be placed on the tower property. I just wanted to make sure ATC didn't have to worry about a lien.

Thanks,

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

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Sherri Rector

From: Bobby Howard <bhoward@warrickcounty.gov>
Sent: Thursday, February 23, 2017 8:44 AM
To: Sherri Rector; . Area Plan Commission
Subject: Fwd:
Attachments: 2014-04c.pdf; martinroadcommercialdrive.zip

The attached Commercial Driveway Permit has not been installed per an inspection that was made on Tuesday February 21st, 2017. I have attached photos of that inspection. Please make arrangements to draw the surety. Thank you.

Respectfully,

Bobby Howard, P.E.
Warrick County Highway Engineer

1

AQUATIC SOLUTIONS

DBA Jerry Aigner Construction, Inc.
944 N Baker Road, Boonville, IN 47601
Office: 812-897-5815 Cell: 812-305-0701
Fax: 812-897-2191

Client Name: Scales Lake Park
Address: Attn: Ben Labhart, PO Box 58
Address: 800 W Tennyson Rd, Boonville, IN 47601
Phone No.: 812-897-6200

We propose the following as it applies to lake maintenance for 2017:

To include:

1. Inspection of pond/lake for the presence of undesirable aquatic vegetation, prior to Memorial Day weekend 2017.
2. Undesirable aquatic vegetation will be treated at the time of inspection. Treatment includes chemical application for identified weeds.
3. All herbicides, dyes and materials used in the treatments will be registered or exempt with the proper authority having jurisdiction. As well, the applicator will be registered with the Office of the Indiana State Chemist.
4. Herbicides will be selected based on water use as described by client. Certain restrictions on water use may be necessary with treatments as follows:
   - Algae treatment requires no restriction of water use, however individuals with allergies or sensitive skin should avoid contact for 12 hours.
   - Submerged vegetation treatment restrictions may vary, but in general, will be 30 days for irrigation, 14 days for domestic/drinking use and 24 hours for swimming/contact.
5. Undesirable aquatic vegetation as it pertains to this agreement shall include visible algae and submerged aquatic plants.
6. Emergent vegetation (pond lilies, cattails, etc) can be treated at additional costs if requested, but is not included in this agreement.
7. Water meal and duckweed can be treated at additional costs if requested, but is not included in this agreement.
8. Due to weather and or temperature there may be re-growth of vegetation between treatments. Additional treatments can be added for additional fees if requested by client.

9. Aquatic Solutions, D/B/A Jerry Aigner Construction, Inc. shall enroll in and verify work eligibility status of all is newly hired employees through E-verify program as defined in I.C. 22-5-1.7.3.

Maintenance Cost $7,500.00 Treatment of Underwater Growth- One Time Treatment

Due upon completion, whereby agreement shall automatically terminate

Cash $_____ Check #_____ Check $_____

This contract is for one (1) season of pond/lake vegetation management. All labor and materials are prorated over the growing season. Addition to or deletion of time does not constitute a change in fees. All treatments/services will be stopped on overdue accounts.

Warrick County Commissioners

Employee Signature

by Marlin Weisheit
Customer Signature
Marlin Weisheit, President

Date

February 27, 2017
Date

RESOLUTION 2017-07

A RESOLUTION ESTABLISHING THE INTENT TO CONDUCT A COMMISSIONERS' SALE TO SELL TAX SALE CERTIFICATES FOR PROPERTIES THAT ARE SEVERELY DELINQUENT IN PAYMENT OF PROPERTY TAXES.

WHEREAS, there are several properties in Warrick County that are severely delinquent in the payment of property taxes, having been offered for tax sales and which received no bids equal to or in excess of minimum sale price. The parcel numbers of those properties being attached to this resolution as "**Exhibit A**", and

WHEREAS, there is an assessed value associated with these properties for taxation purposes, but no taxes are being collected, therefore causing a lower than expected tax distribution to those taxing units and taxing districts within which the properties are located, and

WHEREAS, the Warrick County Commissioners desire to have these properties back on the tax rolls with taxes being collected, and

WHEREAS, IC 6-1.1-24-6, *et seq.* allows for the Warrick County Commissioners to acquire a lien on those delinquent properties and receive issuance of the tax sale certificates for those properties, without taking title to the properties, therefore limiting the liability and cost normally associated with taking title.

NOW, THEREFORE, BE IT RESOLVED by the Warrick County Board of Commissioners that the Warrick County Board of Commissioners shall acquire liens and receive tax sale certificates of the properties listed on **Exhibit A** that are severely delinquent and sell said certificates at a properly advertised Commissioner Tax Certificate sale.

PASSED AND ADOPTED by the Warrick County Board of Commissioners this 27th day of February, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

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

2016 TAX SALE CERTIFICATES HELD BY THE WARRICK COUNTY COMMISSIONERS
Exhibit A

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600002	87-13-32-200-004.000-001	Louise E Schmitt	PT NE S32 T6 R8 .193 A	Sharon Rd	$337.29	$168.64
871600011	87-01-00-268-901.000-002	Jacob & Lillian B Kirsch	PT E 1/2. S2 T6 R8. 81 A ALL MIN RTS 1/2 INT.	Mineral	$1,440.80	$720.40
871600012	87-01-01-458-902.000-002	Margaret Vote	PT NW NW. S14 T5 R8. 6 A COAL ONLY.	Mineral	$626.44	$313.22
871600013	87-01-01-558-910.000-002	Margaret Vote	NW NE. S15 T5 R8. 40 A S VEIN COAL.	Mineral	$1,183.33	$591.66
871600014	87-01-01-558-911.000-002	Margaret Vote	PT NE. S15 T5 R8 S PT NE NE. S15 T5 R8. 29 A COAL ONLY.	Mineral	$988.27	$494.14
871600017	87-09-25-300-202.000-002	Lester K Cline Etal	PT W 1/2 SW. S25 T5 R8. .28 A EX COAL GENEVA CLINE.	711 Poplar St	$1,007.83	$503.92
871600030	87-09-31-301-050.000-002	Janet D Reinhard	LOT 50 LEE ACRES	5344 Fifty Acres Dr	$506.29	$253.14
871600031	87-09-32-400-045.000-002	Lkl West Llc	PT N 1/2 S 1/2 EXC OIL & GAS S32 T5 R8 .57 A ERROR ON DEED	Center Rd	$339.24	$169.62
871600054	87-13-24-100-026.000-002	William O & Linda G Harris	PT NE NW. S24 T6 R8. .60 A.	3211 Pelzer Rd	$1,087.81	$543.90
871600055	87-13-24-100-027.000-002	Betty & Robert Haines Ruth Life Estate Monks	PT NE NW S24 T6 R8 .50 A	3233 S Pelzer Rd	$550.12	$275.06
871600056	87-13-24-100-030.000-002	Jeffery & Ruth Haines Metcalf Life Estate	PT NE NW S24 T6 R8 .25 A LIFE ESTATE-RUTH HAINES-LIVES HERE	3233 Pelzer Rd	$10,080.04	$5,040.02
871600071	87-09-25-300-026.000-003	Jullans Mobile Home Court Inc	PT SW S25 T5 R8 .37 A	Charlton Ave	$1,512.44	$756.22

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600074	87-09-25-300-029.000-003	Jullans Mobile Home Court Inc	PT SW SW S25 T5 R8 4.059 A	Charleton Ave	$14,274.84	$7,137.42
871600075	87-09-25-300-032.000-003	Jullans Mobile Home Court Inc	PT SW SW S25 T5 R8 1 A	Charleton Ave	$4,198.05	$2,099.02
871600076	87-09-25-300-033.000-003	Jullans Mobile Home Court Inc	PT SW SW S25 T5 R8 .90 A	Charleton Ave	$3,141.85	$1,570.92
871600078	87-09-26-101-105.000-003	Henry A & Elizabeth Decker	IN LOT 4 DAILEYS SUB DIV.	N Third St	$550.47	$275.24
871600086	87-09-26-200-609.000-003	Thomas S & Carrie Simpson	PT NW NE. S26 T5 R8. .30 A.	E North St	$165.63	$82.82
871600096	87-09-26-304-217.000-003	Catherine M Burgess & Todd W Miller	BOONVILLE PT LOT 69 & 70 87-09-26-304-217.000-003 and 87-09-26-304-251.000-003 are to be sold and redeemed together.	S Third St	$8,160.23	$4,080.12
871600099	87-09-26-304-245.000-003	James Harris	PT LOT 79 EXC 5' BOONVILLE.	102 W Walnut St	$46,664.93	$23,332.46
871600104	87-09-26-400-252.000-003	Jerry & Betty Okes	PT SE 48 X 118. S26 T5 R8.	N Seventh St	$326.32	$163.16
871600105	87-09-26-400-257.000-003	Jerry Okes	PT SE S26 T5 R8 .15	Eighth St	$479.32	$239.66
871600107	87-09-26-403-036.000-003	Lyle B Martin	SMITH'S ENLG PT LOT 5	510 E Main St	$12,703.83	$6,351.92
871600109	87-09-26-403-064.000-003	John A & Bonnie M Cundiff	PT W 1/2 LOT 28 187 X 58.5 SMITHS.	408 E Chestnut	$6,504.14	$3,252.07
871600110	87-09-26-403-065.000-003	Simuel W & Mickey C Hines	PT LOT 29 PT LOT 29 (58' OFF W SIDE & 98' E END	404 E Chestnut	$3,591.57	$1,795.78
871600112	87-09-26-404-030.000-003	Abigail L Leathco	E PT E 1/2 LOT 11. BOONVILLE ORIGINAL	224 E Sycamore	$1,546.62	$773.31
871600116	87-09-26-408-044.000-003	John Sr & Shannon J Broshear	PT LOT 14 ROEHRIGS ENLARGEMENT 42FT X 93.25FT ERROR ON DEED	Water St	$1,958.13	$979.06
871600117	87-09-26-413-009.000-003	Hallie Sue Enlow	PT LOT 8 MASTERS.	523 E Locust St	$21,574.31	$10,787.16

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600121	87-09-26-414-057.000-003	Harbour High Yield Fund Llc	58 X 147 1/2 N OL LOT 7 BOONVILLE. MARGARET J FIELD LIFE ESTATE CONTRACT TO RYAN E CARVER.	513 N Third St	$1,295.23	$647.62
871600122	87-09-26-414-068.000-003	James Amburgey	PT N LOT 7 49 X 147 1/2 BOONVILLE.	518 N Fourth St	$6,313.25	$3,156.62
871600123	87-09-26-415-131.000-003	Robert Hayden	LOT 1 BLK 3 ROBERT TAYLOR SECOND ADD	503 N Ninth St	$3,374.31	$1,687.16
871600125	87-09-35-100-013.000-004	Ronald Evans	PT NE NW S35 T5 R8 .37 A	419 S Third St	$2,391.94	$1,195.97
871600126	87-09-35-102-403.000-003	Troy & Tracy Smith	LOT 8 BLK 4 HOUGHLAND	811 S Third St	$5,746.37	$2,873.18
871600128	87-09-35-102-407.000-003	Audra Jo Miller & Melissa Ann Cameron	LOT 7 BLK 4 [40'] HOUGHLAND	825 S Third St	$18,228.30	$9,114.15
871600143	87-09-36-100-154.000-003	Pamela E Tinsley & Lisa L Lynch	PT NW S36 T5 R8 .18 A	877 Parklane Dr	$5,201.77	$2,600.88
871600144	87-09-36-100-156.000-003	Pamela E Tinsley & Lisa L Lynch	PT NW NW S36 T5 R8 .26 A	877 Parklane Dr	$14,190.52	$7,095.26
871600147	87-09-36-203-008.000-003	George Albert & Doris Jean Kiper	LOT 8 BARNHILLS ADD.	717 E Oak St	$17,287.18	$8,643.59
871600149	87-09-31-100-009.000-005	Margaret Ilene Myers Etal	W 1/2 NW S31 T5 R8 .305 A LAND BETWEEN HWY 62 & RAILROAD EXC 1/2 INT MIN RTS OWNED BY MARGARET BARKER	State Road 62	$1,462.02	$731.01
871600153	87-09-31-102-056.000-005	Mobile Home Assoc L P C / O Hanover Group Evansville	PT LOT 56 MOBILE MANOR MOBILE HOME SUB SEC B	Berkshire Dr	$875.20	$437.60
871600155	87-09-31-106-041.000-005	Paul France	TOOMEY MOBILE HOME SUB PT LOT 31 .0155 A	Jarod Dr	$228.04	$114.02
871600156	87-02-03-149-904.000-006	Samuel A Fischer	SW NE S31 T4 R9 35 A (3/2 MIN ONLY)	Mineral	$946.91	$473.46
871600157	87-02-03-149-905.000-006	Samuel A Fischer	W 1/2 SE S31 T4 R9 78.53 A 1/2 INT MIN ONLY	Mineral	$1,350.96	$675.48

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600159	87-08-34-301-005.000-006	Joseph E & Melissa J Henderson	LOT 3 BAUGHS SUB	8799 W Helm Rd	$2,187.53	$1,093.76
871600160	87-03-00-349-901.000-007	Pauline Ashby	NE W 1/2. S3 T4 R9. 40 A 1/4 INT OIL, GAS & COAL.	Mineral	$1,165.85	$582.92
871600161	87-03-00-349-913.000-007	Theodore P & Edith Youngblood	E 1/2 S 1/2 E 1/2 E 1/2 S3 T4 R9. 19.75 A. 1/2 INT OIL GAS & OTHER MIN EXC NO 5 VEIN COAL ONLY	Mineral	$148.60	$74.30
871600162	87-03-00-349-914.000-007	Pauline Ashby	NE W 1/2. S3 T4 R9. 40 A 1/8 INT OIL, GAS & COAL.	Mineral	$1,048.83	$524.42
871600163	87-03-01-549-903.000-007	Bernice A Scholl	PT E 1/2 NW S15 T4 R9 60 A 1/2 INT MIN RTS EXCEPT 1/2 INT COAL RIGHTS ON 15 A	Mineral	$2,405.48	$1,202.74
871600164	87-03-01-549-904.000-007	Bernice A Scholl	PT W 1/2 NE S15 T4 R9 60. A 1/2 INT MIN RTS. EXCEPT 1/2 INT COAL RIGHTS ON 15 A	Mineral	$2,405.48	$1,202.74
871600165	87-03-01-549-905.000-007	Bernice A Scholl	PT E 1/2 W 1/2 W 1/2 NW S15 T4 R9 10.896 A OIL, GAS COAL & OTHER MIN ONLY	Mineral	$1,678.25	$839.12
871600166	87-03-02-149-902.000-007	Mark S Oster	SW NW. S21 T4 R9. 40 A 1/6 UNDIVIDED INT IN COAL	Mineral	$505.71	$252.86
871600182	87-04-02-638-908.000-009	Uhl & Estel Mcwilliams	SW SW. S26 T3 R8. 40 A OIL, GAS & OTHER COAL EX 5 VEIN.	Spurgeon Rd	$3,225.84	$1,612.92
871600183	87-04-02-638-909.000-009	Uhl & Estel Mcwilliams	W 1/2 SE SW. S26 T3 R8. 20 A OIL, GAS & ALL COAL EX 5 VEIN.	Dodran Rd	$2,075.39	$1,037.70
871600196	87-05-03-037-923.000-011	David Tevault	S30 T3 R7 63 A 1/8 INT ALL MIN RTS EXC #5 VEIN COAL	Clutter Rd	$1,276.45	$638.22

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600197	87-06-12-300-012.000-011	Robert M Stephens	PT N 1/2 W PT NE SW S12 T4 R7 .11 A	Jockey Rd	$465.25	$232.62
871600199	87-06-12-300-023.000-011	Robert M Stephens	PT N 1/2 W PT NE SW S12 T4 R7 .19 A	Jockey Rd	$544.26	$272.13
871600200	87-06-12-300-024.000-011	Robert M Stephens	PT W PT NE SW S12 T4 R7 .10 A	Jockey Rd	$452.35	$226.18
871600201	87-06-24-140-900.000-014	Ekl West Llc	LOTS 1 TO 16 HUTCHINSON ENLG LOTS 12 TO 25 HUTCHINSON 2ND ENLG ALL COAL & MINERALS IN & UNDER ONLY	Mineral	$444.34	$222.17
871600202	87-06-24-250-901.000-014	Irvin C & Edna B Koffitz	MINERALS RIGHTS ONLY LOT 1 KOFFITZ SUB	Mineral	$1,410.94	$705.47
871600203	87-06-24-250-902.000-014	Irvin C & Edna B Koffitz	LOT 2 KOFFITZ SUB MINERAL RIGHTS ONLY	Mineral	$1,410.94	$705.47
871600213	87-35-04-200-073.000-014	Louise S Bruce	PT NE NE S4 T7 R9 .02 A EASEMENT	Phelps Dr	$1,025.98	$512.99
871600217	87-06-34-201-134.000-015	Michael E Murphy	LOT 19 FOLSOMVILLE.	Brackridge Ln	$188,112.11	$94,056.06
871600220	87-07-02-147-901.000-015	Marilyn G Brown	NW NE S21 T4 R7 .40 A (1/2 MIN RTS ONLY)	Mineral	$165.16	$82.58
871600237	87-08-03-136-804.000-016	Tom Mullen & Gina Smith	BUILDING ONLY LOCATED ON LOT 93N YELLOW BANKS RECREATION CENTER	12733 Yellowbanks Trail Lot 93 N	$3,026.86	$1,513.43
871600239	87-08-07-902-002.000-016	Onis & Velma Lee Holmes	STEPHENS LEASE W .4375010	Mineral	$1,308.62	$654.31
871600245	87-11-18-400-026.000-017	Johnnie Archer Danny Sanders	PT SE S18-T5-R6 .521 A	3000 Hwy 161	$1,333.98	$666.99
871600246	87-11-19-200-125.000-017	Johnnie Archer Danny Sanders	PT NW NE S19 T5 R6 .249 A	3000 State Rd 161	$658.06	$329.03

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600252	87-11-18-101-015.000-018	Scotty R Bowman	N 1/2 LOT 2 BLK 1 JAMES F TENNYSON 1ST ADD	201 W Parigo St	$1,081.87	$540.94
871600255	87-11-18-302-018.000-018	Roy Stephens	LOT 18 TOWN OF TENNYSON.	113 W Oak St	$856.68	$428.34
871600257	87-06-00-269-902.000-019	Harold R Mcclary	PT E 1/2 NW & PT W 1/2 NE S2 T6 R9 36.25 A 1/2 INT TO ALL COAL & MIN ONLY	Mineral	$675.27	$337.64
871600258	87-06-01-669-901.000-019	L A & Dennis James Weinsheimer	PT NW S16 T6 R9 150 A (1/2 MIN ONLY)	Mineral	$2,109.61	$1,054.80
871600259	87-06-01-669-902.000-019	L A & Dennis James Weinsheimer	E SIDE NW S16 T6 R9 10 A (1/2 MIN ONLY)	Mineral	$714.41	$357.20
871600260	87-06-02-068-901.000-019	Laura R Nissenbaum Trust Et Al	W 1/2 W 1/2 SW S20 T6 R8 40 A OIL, GAS & OTHER MIN.	Mineral	$2,754.28	$1,377.14
871600261	87-06-02-069-900.000-019	Marion M & Alene Schnapf	MIDDLE 1/3 NE SW S20 T6 R9 12.47 A NE NE 1/2 INT OIL, GAS, COAL, & OTHER MIN ONLY	Mineral	$1,437.76	$718.88
871600262	87-06-02-069-901.000-019	Marion M Schnapf	PT NE SW, S20 T6 R9. .87 A, 1/2 INT OIL, GAS, COAL & OTHER MIN ONLY	Mineral	$1,183.00	$591.50
871600263	87-06-02-659-905.000-019	Joseph L Houchin	SE NW S26 T5 R9 40 A 1/2 INT COAL ONLY	Mineral	$166.03	$83.30
871600264	87-06-02-969-901.000-019	Kay Hess Etal	PT SECTION. S29 T6 R9. 60 A COAL ONLY.	Mineral	$2,874.84	$1,437.42
871600265	87-06-03-269-902.000-019	Kay Hess Etal	PT. S32 T6 R9. 60 A COAL ONLY.	Mineral	$2,874.84	$1,437.42
871600266	87-06-03-269-903.000-019	Kay Maryin D Lance Hess Etal	PT SE NW 75 FT X 50 FT. S32 T6 R9. .08 A.	Mineral	$1,022.80	$511.40
871600267	87-06-03-269-904.000-019	Kay Et Al Hess	PT NE SW S32 T6 R9 22 A COAL ONLY	Mineral	$1,581.26	$790.63

Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600268	87-06-03-269-905.000-019	Kay Hess Etal	PT NE S32 T6 R9 138 A COAL ONLY	Mineral	$5,518.33	$2,759.16
871600269	87-06-03-569-900.000-019	Lillian Pearl Loveall & Eva Marie Helmback	E 1/2 SE S35 T6 R9 79 A (COAL ONLY)	Mineral	$3,493.54	$1,746.77
871600270	87-06-03-669-905.000-019	Lillian Pearl Loveall & Eva Marie Helmback	PT N 1/2 SW & PT SW NW S36 T6 R9 60 A MIN RTS	Mineral	$2,874.84	$1,437.42
871600271	87-06-05-312-900.000-019	Greg-Rand, Inc	ALL MINERALS UNDER LOT 5 WARRICK PLACE III EXCEPT MINERALS UNDER STATE OF INDIANA PARCEL	Mineral	$469.30	$234.65
871600276	87-12-08-400-011.000-019	Michael E Lee	S PT E 1/2 SE S8 T6 R9 .05 A	Stevenson Station Rd	$1,223.12	$611.56
871600282	87-12-12-308-173.000-019	Howlett Homes Llc	PT LOT 145 LAKERIDGE CROSSING SEC C	Olde Mill Ct	$322.82	$161.41
871600293	87-12-14-307-149.000-019	Philip G Nuffer	8' OFF NW SIDE LOT 15 IN COR PLAT OF LOTS 13 THRU 17 & LOTS 35 THRU 47 IN GOURLEY PLACE PART EIGHT SUB	7680 St Jordan Cir	$207.52	$103.76
871600300	87-12-23-109-199.000-019	Richard A Wengl	Pt Lot 169 Old Hickory Estates V	Arbor Ridge Dr	$6,061.83	$3,030.92
871600301	87-12-23-308-004.000-019	Engelbrecht Bros Inc	Pt Parcel 3 Engelbrecht Minor Sub .1699 A	Ando Dr	$349.18	$174.59
871600303	87-12-25-307-061.000-019	Evansville Mobile Home Associates Lp	Pt Lots 7 - 8 - 9 - 10 & 11 Heritage Place Sub Third Add A strip of land off west side & adjacent to Heritage Hills Mobile Home Park	Richmond Dr	$567.63	$283.82

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Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600304	87-12-25-308-015.000-019	Evansville Mobile Home Associates Lp	Pt Lots 12 & 13 Replat of Lots 12 - 13 & 14 Heritage Place Third Add A strip of land off west side & adjacent to Heritage Hills Mobile Home Park	Richmond Dr	$578.41	$289.20
871600314	87-12-28-102-001.000-019	River Valley Homes	PT LOT 1 RABBIT RUN SUB PHASE II	Trinity Dr	$3,194.43	$1,597.22
871600317	87-12-28-400-019.000-019	Brenda Slocum Ellerbusch	PT NE SE S28 T6 R9 2.041 A	Outer Lincoln & Frame Rd	$822.12	$411.06
871600318	87-12-28-400-020.000-019	Brenda Slocum Ellerbusch	PT NE SE S28 T6 R9 .62 A	Frame Rd	$762.95	$381.48
871600337	87-06-13-650-811.000-020	Jeff Elliott	BUILDING ONLY - MOBILE HOME1994 Unknown	514 W Washington	$27,072.86	$13,536.43
871600338	87-06-15-060-900.100-020	Walter Earl Macer	LOT 8 IN BLK 4 MACER'S 4TH ADD. ONLY ALL COAL & OIL RIGHTS	Mineral	$810.25	$405.12
871600342	87-08-36-104-010.000-020	Harold Mcclary	PT LOT 10 BLK 5 WILLIAMS 2 ND ADD. & PT LOT 9 IN BLK 5 S OF HWY	Lincoln Ave	$2,348.29	$1,174.14
871600347	87-08-36-208-013.000-020	Beverly K Williams	LOT 7 WILBURN MILLER ADD	E Mary St	$468.90	$234.45
871600351	87-08-36-310-213.000-020	James E & Sara J Clarke	N PT LOT 9 CHANDLER	132 W Washington Ave	$14,421.52	$7,210.76
871600352	87-08-36-310-214.000-020	James E & Sara J Clarke	N PT LOT 8 BLK 2 CHANDLER	128 W Washington Ave	$8,868.94	$4,434.47
871600355	87-08-36-402-053.000-020	Rebecca Powers	PT LOT 34 ALEXANDER 2ND ADD	E Cherry St	$481.62	$240.81
871600356	87-08-36-402-054.000-020	Rebecca Powers	PT LOT 41 ALEXANDER 2ND ADD	E Cherry St	$227.21	$113.60
871600361	87-12-02-200-032.000-020	Brandon Smith	PT NE NE S2 T6 R9 .85 A	7011 Greenwood Rd	$28,113.41	$14,056.70

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Sale ID	Property ID	Owner Name	Legal Description	Property Location	Minimum Bid at Tax Sale	Minimum Bid Approved by the Commissioners
871600363	87-12-02-200-059.000-020	Ekl West Llc	PT SE NE S2 T6 R9 .38 A EASEMENT TRACT 11	Gardner Rd	$213.41	$106.70
871600998	87-09-26-200-608.000-003	Simpson, Carrie Ann & Thomas Scott	PT NW NE S26 T5R8 .10A	1103 N Third St	$7,594.80	$3,797.40

Total Number of Properties: 103 $379,274.86

WARRICK COUNTY COMMISSIONERS CERTIFICATE SALE CALENDAR

Preliminary Parcel Verification Work

Monday, February 06, 2017	Verify Parcels Eligible For Certificate Sale	County / SRI
Monday, February 13, 2017	Obtain Plat Maps / GIS Maps / Ariel Photos / Property Locations / Assessed Values	County / SRI
Monday, February 20, 2017	Post Information On SRI Website	SRI

First Legal Advertisement

Monday, February 20, 2017	Update SRI With Payments	County
Wednesday, February 22, 2017	County Proofs Advertisement	County
Thursday, February 23, 2017	Deliver Advertisement To Newspapers	County / SRI
Thursday, March 02, 2017	Advertisement Appears In Newspapers	Newspaper
Thursday, March 02, 2017	1st Send Ad to SRI	County

Second Legal Advertisement

Monday, February 27, 2017	Update SRI With Payments	County
Wednesday, March 01, 2017	County Proofs Advertisement	County
Thursday, March 02, 2017	Deliver Advertisement To Newspapers	County / SRI
Thursday, March 09, 2017	Advertisement Appears In Newspapers	Newspaper
Thursday, March 09, 2017	2nd Send Ad to SRI	County

Third Legal Advertisement

Monday, March 06, 2017	Update SRI With Payments	County
Wednesday, March 08, 2017	County Proofs Advertisement	County
Thursday, March 09, 2017	Deliver Advertisement To Newspapers	County / SRI
Thursday, March 16, 2017	Advertisement Appears In Newspapers	Newspaper
Thursday, March 16, 2017	3rd Send Ad to SRI	County

The county may elect to run a public service advertisement approximately one (1) week prior to the certificate sale as a reminder to the potential bidders.

Commissioners Certificate Sale

Friday, April 21, 2017	Update SRI With Payments	County
Monday, April 24, 2017	Tax Sale Day	SRI

Sale Time: 10:00 AM

InternetSale: No

Internet Sale Start:
Internet Sale Start Time

Internet Sale End:
Internet Sale End Time

APPROVED BY

Warrick County Commissioners
by Marlin Weisheit
COUNTY APPROVAL
Marlin Weisheit, President

ORDINANCE 2017-03

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ADOPTING A CONFLICT OF INTEREST POLICY

WHEREAS, the Board of Commissioners of Warrick County, Indiana, recognize the importance of eliminating conflicts of interest in the conduct of Warrick County Business; and

WHEREAS, conflicts of interest are contrary to federal and state regulation and are detrimental to Warrick County's upright reputation and the public's confidence in their County government; and

WHEREAS, the Warrick County Code of Ordinances has been adopted to include various rules and regulations to avoid conflicts of interest and to protect and preserve the upright reputation and the public confidence in Warrick County elected officials, employees and agents; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, also recognize the value of collaboration that occurs at special functions, such as conferences, dinners and social outings in which Warrick County officials may be guests of one (1) or more vendors that do business with Warrick County; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desire to fulfill both the letter and spirit of federal and state regulations addressing conflicts of interest, and pursuant to Title 23 Chapter I Subchapter B Part 172.7 Section 4 (iii), desire to establish the dollar threshold of Two Hundred Dollars ($200), below which any financial interest or value of any gratuity is not substantial and may be accepted per this policy.

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

The Code of Ordinances of Warrick County, Indiana, is hereby amended to include a new Section 31.13 entitled "Conflict of Interest Threshold" as follows:

§ 31.13 CONFLICT OF INTEREST POLICY AND MINIMUM THRESHOLD.

The Board of Commissioners of Warrick County, Indiana, hereby establishes a conflicts of interest policy for all Warrick County officials and employees wherein Warrick County officials and employees are bound by the duties of their office or employment to avoid any and all conflicts of interest, but that the dollar threshold of Two Hundred Dollars ($200) is hereby established for any single event, meeting or function, below which any financial interest or value of any gratuity is not considered substantial and may be accepted.

ORDINANCE 2017-03

The above establishment of a conflict of interest policy and minimum threshold amount is passed and adopted by the Warrick County Board of Commissioners this 27th day of February, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Merlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

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

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WARRICK COUNTY CLAIMS FOR PAYMENT

AFLAC PREMIUM HOLDING	$	4,924.32
ALPHA LASER SERVICES	$	9.13
APPLIED LAND SOLUTIONS	$	3,847.50
ASSOCIATION / INDIANA COUNTIES	$	35.00
BJ FARRELL	$	280.78
BOONVILLE NATURAL GAS CORP.	$	4,102.23
BOONVILLE UTILITIES	$	3,010.17
BRAD DOWNING	$	54.12
BRETT W KRUSE	$	288.17
CHANDLER UTILITIES	$	24.63
CLARK, MICHAEL	$	36.08
CLERK-TREASURER--NEWBURGH	$	500.00
DEBORAH K STEVENS	$	32.38
DUKE ENERGY	$	207.93
ECONOMIC DEV COALITION OF SW IN	$	500.00
FIFTH THIRD BANK	$	231.27
FIRST ADVANTAGE INSURANCE	$	501,585.00
FIRST BANKCARD	$	1,391.00
INDIANA AMERICAN WATER	$	66.15
INDIANA OFFICE OF TECHNOLOGY	$	125.44
JERRY AIGNER CONSTRUCTION,INC.	$	22,500.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	137,964.40
MUTUAL OF OMAHA	$	7,161.28
PIKE GIBSON WATER, INC	$	280.01
SARAH E REDMAN	$	74.95
ST. MARYS HEALTH CARE FVC	$	250,000.00
TEAMSTERS LOCAL # 215	$	645.00
TIME WARNER CABLE	$	221.69
TREASURER OF STATE OF INDIANA	$	262.02
U.S. BANK	$	49.15
VECTREN ENERGY DELIVERY	$	2,466.48
WEDER, JOYCE	$	3,558.05
WILKINSON, REBECCA	$	406.87
AARON FRANZ	$	102.96
AIGNER HARDWARE	$	1,255.90
ALL AMERICAN LOCKSMITH & ALARM SERVICE	$	190.00
ALLEN, DIANA	$	23.36
ALPHA LASER SERVICES	$	324.07
ALTMAN, WILLIAM	$	149.64
ALTSTADT-HICKS OFFICE CITY	$	380.66
AMERICAN STAMP & MARKING PRODUCTS	$	602.70
ANDERSON, JOSEPH	$	120.00
ASSOC INDIANA CO. TREASURERS	$	50.00

ASUNCION, LEYTE	$	21.84
AT&T	$	82.29
AUTO WHEEL AND RIM SERVICE	$	56.55
AUTOMATED OFFICE SOLUTIONS INC	$	922.50
B & B MOWING LLC	$	50.00
B-HIVE PRINTING	$	1,239.00
BADREDDINE, AMER	$	140.52
BAMBERGER FOREMAN OSWALD HAHN	$	6,290.00
BENISTAR/HARTFORD-8795	$	18,332.58
BEST ONE TIRE & SERVICE	$	3,169.00
BEST ONE TIRE & SERVICE	$	1,468.36
BOARMAN, KEITH JR.	$	15.00
BOB BARKER COMPANY INC.	$	468.73
BOONVILLE LAWN AND GARDEN INC.	$	11,924.05
BOONVILLE NATURAL GAS CORP.	$	237.05
BOONVILLE UTILITIES	$	77.70
BOWDON, DANIEL	$	23.36
BRETT M ROY	$	2,212.50
BROWN, KIMBERLY	$	140.52
BROWNING FUNERAL HOME	$	100.00
BRYANT, KESHIA	$	15.00
BULLOCK, DONALD JR.	$	23.74
BUMPER TO BUMPER / BTB CHANDLER	$	23.03
BURNETT, GENE	$	23.74
BUSH, LINDA	$	23.36
BUSINESS EQUIPMENT	$	17.47
CALVERT, SIDNEE	$	22.98
CARD SERVICE CENTER	$	257.95
CASA	$	60,000.00
CDW GOVERNMENT, INC.	$	1,869.48
CHANDLER UTILITIES	$	20.39
CLARK, KAREN	$	24.50
CLARKE POWER SERVICES INC	$	1,731.40
CLERK - WARRICK COUNTY SUPERIOR COURT	$	430.93
CORRISOFT, LLC	$	989.80
CROMER, MALLORY	$	22.60
CRS ONE SOURCE(DIAFDS)	$	1,815.96
CSI COMPUTER SYSTEMS	$	17,456.50
CULLIGAN OF EVANSVILLE	$	438.75
CVS PHARMACY	$	230.41
D PATRICK INC	$	99.00
TEAMSTERS LOCAL #215	$	4.00
DAVID HEAL	$	32.56
DISINGER, KATHLEEN	$	15.92
DIVISION OF CHILD SUPPORT	$	104.00
DOSSETT CONSULTING	$	500.00
DUKES, MICHAEL	$	147.36

KOEHLER FUNERAL HOME, INC.	$	200.00
LANCE, ROBERT	$	21.46
LAW CHEVROLET BUICK PONTIAC	$	2,664.98
LAWSON PRODUCTS, INC	$	718.89
LYNCH, WILLIAM	$	22.60
MADISON CO COUNCIL OF GOVERMENTS	$	130.00
MARRET, DIANE	$	24.50
MARTIN & MARTIN, INC.	$	225.00
MATTHEW BENDER & CO INC	$	424.31
MAY, RICK	$	15.00
MCKESSON MEDICAL-SURGICAL INC.	$	39.80
MCLEMORE, ROBERT	$	127.98
MERTA, SCOTT	$	19.18
METZGER CONSTRUCTION CO INC.	$	8,784.69
MEYER TRUCK EQUIPMENT	$	6,100.00
MICROSOFT CORPORATION	$	31.96
MORLEY & ASSOCIATES INC.	$	5,818.75
MORRIE DOLL	$	7,207.00
MOUNTAIN VALLEY OF EVANSVILLE	$	23.00
MOUNTS ELECTRIC INC.	$	1,299.08
NAMI INDIANA	$	200.00
NATIONAL NOTARY ASSOCIATION	$	110.00
NEEDHAM, AMANDA	$	23.36
NEOPOST POSTAGE ON CALL	$	300.00
NFLOW LLC	$	82.74
NIX SANITARY SERVICE	$	140.00
NOFFSINGER, TOMMIE	$	21.46
NOMAD TECHNOLOGY GROUP	$	2,252.53
O'REILLY AUTO PARTS	$	9.99
OFFICE DEPOT, INCORPORATED	$	1,519.87
PACE, CHRISTOPHER	$	22.98
PAT BROOKS	$	340.31
PAXTON MEDIA GROUP, LLC	$	14.96
PIRANHA SHREDDING/RECYCLING INC.	$	40.00
POSEY, NATHAN	$	120.00
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	348.92
QUALITY CORRECTIONAL CARE, LLC	$	13,973.33
QUILL CORPORATION	$	121.35
RAINBOW PRINTING	$	378.65
REDLINE CONSULTING SERVICES	$	28.00
REDWOOD TOXICOLOGY LABORATORY INC.	$	619.50
REDWOOD TOXICOLOGY LABS	$	126.00
ROADSAFE TRAFFIC SYSTEMS INC	$	4,099.32
RUXER TRUCK CENTER	$	57.12
SALEE, SUSAN	$	132.54
SCHALCO CONSTRUCTION & GARAGE DOORS	$	188.00
SEIBERT, SALLY	$	19.94

SHEIRER, JILLIAN	$	24.88
SHERWIN-WILLIAMS	$	67.79
SIEGELS	$	952.99
SISCO'S AMERICAN HOSE & HYDRAULICS	$	53.59
SOUTHEASTERN EQUIPMENT CO.,INC	$	2,274.08
SOUTHERN BUSINESS MACHINES, INC.	$	86.67
SOUTHERN IN IMAGING CONSULTING	$	36.42
SPENCER COUNTY CLERK	$	30.00
SQUEAKY CLEAN	$	15.00
ST. MARY'S WARRICK HOSPITAL	$	911.18
STAPLES	$	259.38
STEIMEL, JULIA	$	132.54
STEVE BYERS	$	50.00
STEVEN BYERS	$	50.00
STONE RIDGE EQUINE CARE	$	284.00
SW INDIANA REGYTH VILLAGE	$	2,175.00
SYSCO/LOUISVILLE FOOD SERVICES	$	2,238.80
TELE/DATA COMMUNICATIONS OF IN	$	152.50
THE LANG COMPANY	$	150.52
THOMSON REUTERS	$	3,038.74
TIM OXBY HORSESHOEING	$	70.00
TIME WARNER CABLE	$	525.83
TITZER FAMILY FUNERAL HOMES	$	100.00
TODD JORDAN CONSULTING LLC	$	719.50
TODRANK, BRANDI	$	24.88
TRACTOR SUPPLY CO	$	138.09
TREASURER STATE OF INDIANA	$	1,999.00
TRI STATE ORTHOPAEDIC SURGEONS INC	$	220.29
TRI-STATE LIGHTING & SUPPLY CO INC	$	690.24
TRI-STATE REPORTING, INC.	$	198.80
U.S. BANK	$	70.08
U.S. POSTMASTER	$	144.00
UNIFIRST CORPORATION	$	262.47
USI	$	75.00
USPCA REGION 5 FIELD TRIALS	$	300.00
VAN AUSDALL AND FARRAR	$	131.50
VANDERBURGH CO. SHERIFFS OFFICE	$	200.00
VECTREN ENERGY DELIVERY	$	477.04
VERL WHITE	$	50.00
WABASH FOODSERVICE	$	2,009.61
WABASH VALLEY SERVICE CO	$	8,911.36
WAGNER, CHRIS	$	213.99
WARRICK AUTOMOTIVE SUPPLY	$	809.04
WARRICK CO JAIL COMMISSARY	$	2,652.54
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	15.00
WARRICK COUNTY TREASURER	$	621.08
WARRICK CO TREASURER-GARNISHMENTS	$	49.84

WARRICK PUBLISHING CO	$	325.99
WARRICK SOLID WASTE MGT DIST	$	24.00
WASSON, GREG	$	750.00
WENTZEL ENGRAVING	$	100.00
WITTMER, JENNIFER	$	29.06
WOWI BUSINESS	$	3,676.82
WTH TECHNOLOGY, INC.	$	900.00
WTRISC FBO INS 457B WARRICK COUNTY	$	602.88
XEROGRAPHIC BUSINESS SYSTEM	$	58.44
YESTERDAZE, INC.	$	160.80
ZEBRUN, BARBARA	$	24.88
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
ZIZZO, KENNETH	$	25.26
Grand Total:	**$**	**1,215,144.09**

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, FEBRUARY 27th, 2017. 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, in the total amount of: $1,215,144.09 Dated this 27th day of FEBRUARY, 2017. **Debbie Stevens, Auditor of Warrick County**

Marlin Welsheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this 27th day of February, 2017 (the "Effective Date"), by and between Warrick County, Indiana, acting by and through its proper officials, hereinafter referred to as LOCAL PUBLIC AGENCY, and Lochmueller Group, Inc., hereinafter referred to as CONSULTANT.

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for Professional Services, and

WHEREAS, CONSULTANT has expressed a willingness to perform said services,

NOW, THEREFORE, the parties hereto agree that CONSULTANT shall provide the services and documents hereinafter described, in relation to the following described project: Warrick County Bridge 374 Widening on Vann Road over Cypress Creek (the "PROJECT").

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

Section I Basic Services by CONSULTANT

The basic services to be provided by CONSULTANT under this Agreement are as set forth in Appendix "A" ("Services") attached hereto and incorporated herein by reference.

Section II Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set forth in Appendix "B" attached hereto and incorporated herein by reference.

Section III Schedule

CONSULTANT shall deliver the Services to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C" attached hereto and incorporated herein by reference. The LOCAL PUBLIC AGENCY agrees that CONSULTANT is not responsible for damages arising directly or indirectly from delays for causes beyond CONSULTANT's control. In addition, if the delays resulting from any such causes increase the cost or time by CONSULTANT to perform its Services in an efficient manner, CONSULTANT shall be entitled to a reasonable adjustment in schedule and compensation.

Section IV Compensation

CONSULTANT shall receive payment for the Services performed under this Agreement as set forth in Appendix "D" attached hereto and incorporated herein by reference.

Section V General Provisions

1.0 Work Office

CONSULTANT shall perform the Services at its offices or at such other locations as may be necessary or appropriate.

2.0 Standards of Performance

2.1 The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the respective profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's Services.

2.2 CONSULTANT shall be responsible for the technical accuracy of its Services and documents resulting therefrom, and LOCAL PUBLIC AGENCY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any deficiencies LOCAL PUBLIC AGENCY discovers without additional compensation except to the extent such action is directly attributable to deficiencies in LOCAL PUBLIC AGENCY-furnished information.

2.3 CONSULTANT shall perform or furnish professional services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as LOCAL PUBLIC AGENCY's prime professional for the Project. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the Services. CONSULTANT shall not be required to employ any subconsultants unacceptable to CONSULTANT.

2.4 CONSULTANT and LOCAL PUBLIC AGENCY shall comply with applicable laws or regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to LOCAL PUBLIC AGENCY's responsibilities or to CONSULTANT's scope of services, time of performance, or compensation.

2.5 LOCAL PUBLIC AGENCY shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by LOCAL PUBLIC AGENCY to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2.6 CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. LOCAL PUBLIC AGENCY agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT's signing any such certification.

2.7 CONSULTANT shall not be responsible for the acts or omissions of any contractor(s), subcontractor or supplier, or any of the contractor's agents or employees or any other persons (except CONSULTANT's own employees) at the site or otherwise furnishing or performing any of the contractor's work; or for any decision made on interpretations or clarifications of any contract for construction, general conditions, supplemental conditions, change orders, and related documents (the "Contract Documents") given by LOCAL PUBLIC AGENCY without consultation and advice of CONSULTANT.

3.0 Authorized Project Representatives

Contemporaneous with the execution of this Agreement, CONSULTANT and LOCAL PUBLIC AGENCY shall designate specific individuals to act as CONSULTANT's and LOCAL PUBLIC AGENCY's representatives with respect to the Services to be performed or furnished by CONSULTANT and responsibilities of LOCAL PUBLIC AGENCY under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

4.0 Ownership of Documents

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT's documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as the work papers of CONSULTANT's and the CONSULTANT's instruments of professional services. Nevertheless, the final documents prepared under this Agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the services and payment in full of all monies due to CONSULTANT. During the performance of the Services herein provided for, CONSULTANT shall be responsible for any loss or damage to the documents which it caused, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the Services during the progress of the Services shall be available to LOCAL PUBLIC AGENCY. The LOCAL PUBLIC AGENCY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, "CONSULTANT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs arising from,

or allegedly arising from or in any way connected with, the unauthorized reuse or modification of the documents by LOCAL PUBLIC AGENCY or any person or entity that acquires or obtains the documents from or through the LOCAL PUBLIC AGENCY without the written authorization of CONSULTANT.

Under no circumstances shall the transfer of ownership of CONSULTANT's drawings, specifications, electronic files or other instruments of service be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of CONSULTANT's copyrights in any of the foregoing, full ownership of which shall remain with CONSULTANT, absent CONSULTANT's express prior written consent.

5.0 Access to Records

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY and copies thereof shall be furnished if requested.

6.0 Compliance with State and Other Laws

CONSULTANT specifically agrees that in performance of the Services herein enumerated by it or by a subconsultant contractor or anyone acting in behalf of either, that it or they will exercise reasonable skill and care in its efforts to comply with applicable State, Federal, and Local Statutes, Ordinances and Regulations and assist the LOCAL PUBLIC AGENCY in obtaining all permits that are applicable to the entry into and the performance of this Agreement.

7.0 Allocation of Risks – Indemnification

7.1 To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless LOCAL PUBLIC AGENCY, LOCAL PUBLIC AGENCY's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and its consultants in the performance and furnishing of CONSULTANT's services under this Agreement.

7.2 To the fullest extent permitted by law, LOCAL PUBLIC AGENCY shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners,

employees and CONSULTANT's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of LOCAL PUBLIC AGENCY or LOCAL PUBLIC AGENCY's officers, directors, partners, employees, and LOCAL PUBLIC AGENCY's consultants with respect to this Agreement or the Project.

7.3 To the fullest extent permitted by law, CONSULTANT's total liability to LOCAL PUBLIC AGENCY and anyone claiming by, through, or under LOCAL PUBLIC AGENCY for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of LOCAL PUBLIC AGENCY or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of LOCAL PUBLIC AGENCY, CONSULTANT, and all other negligent entities and individuals.

7.4 In addition to the indemnity provided under Paragraph 7.2 above, and to the fullest extent permitted by law, LOCAL PUBLIC AGENCY shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the presence at the site of asbestos, polychlorinated biphenyls, petroleum, hazardous waste (42 USC Sec. 6903) or radioactive materials (42 USC Sec. 2011) in such quantities or circumstances that may represent a substantial danger to persons or property exposed thereto in connection with the Work (the "Hazardous Environmental Condition"), provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this Paragraph 7.4 shall obligate LOCAL PUBLIC AGENCY to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

8.0 Waiver

LOCAL PUBLIC AGENCY and CONSULTANT further agree to waive, on behalf of their assigns, employees, agents, and successors-in-interest, any and all consequential damages arising out of their responsibilities hereunder. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages

that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

9.0 Status of Claims
CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against CONSULTANT which are known resulting from services performed under this Agreement. CONSULTANT shall send notice of claims related to Services under this Agreement to LOCAL PUBLIC AGENCY within thirty (30) days.

10.0 Dispute Resolution - Jurisdiction and Venue
If disputes arise between LOCAL PUBLIC AGENCY and CONSULTANT during the course of the Project, or following completion of the Project, which are not resolved within three (3) weeks after a demand for direct negotiation, the parties agree that all disputes between them arising out or relating to this Agreement or the Project shall be submitted to non-binding mediation, unless the parties mutually agree otherwise, with mediation conducted in Evansville, Indiana. If the parties do not agree on a mediator within ten (10) days after demand for mediation, either party may request the American Arbitration Association to appoint a mediator who shall be an attorney having substantial experience in construction law issues. If the mediator is unable to facilitate a settlement of disputes within forty-five (45) days of his/her appointment, the mediator shall issue a written statement to the parties to that effect and the aggrieved party may then seek relief through litigation. Any such litigation shall be resolved without the assistance of a jury, and each party hereby waives trial by jury in any claim whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement. If the parties are not able to settle the dispute through mediation, then it is understood that both parties hereto agree and consent to the exercise of jurisdiction over any matter or dispute arising in connection with this Agreement in a state court sitting in the state and county in which the project resides.

11.0 Worker's Compensation and Liability Insurance
CONSULTANT shall procure and maintain, until final payment by LOCAL PUBLIC AGENCY for the Services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by it or by its subcontractor. CONSULTANT shall furnish a certificate or certificates in a form satisfactory to LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the term of this Agreement, CONSULTANT shall furnish LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or

canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, LOCAL PUBLIC AGENCY may, at its option, terminate this Agreement and no further compensation shall, in such case, be made to CONSULTANT.

The kinds and amounts of insurance required are as follows:

11.1 Policy covering the obligations of CONSULTANT in accordance with the provisions of the Worker's Compensation law. This Agreement shall be void and of no effect unless CONSULTANT procures such policy and maintains it until acceptance of the Services.

11.2 Commercial General Liability Insurance (naming the LOCAL PUBLIC AGENCY as an additional insured) with limits of liability to be not less than $1,000,000 per occurrence, including bodily injury and property damage, and not less than $2,000,000 aggregate.

11.3 Commercial Automobile Liability Insurance, including hired or non-owned vehicles with limits of liability of not less than $1,000,000 for each accident.

11.4 Professional Liability Insurance in the amount of at least $1,000,000 per claim and aggregate.

13.0 Changes in the Services
In the event the LOCAL PUBLIC AGENCY requires change in the Services, after the Services have progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to CONSULTANT, and in time for performance of the Services as modified, shall be determined by the LOCAL PUBLIC AGENCY in consultation with CONSULTANT and CONSULTANT shall not commence the change of scope of the Services until a supplemental agreement is executed and CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY.

14.0 Termination
The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice from receipt in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the services of this Agreement are terminated, CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY. The earned value of the Services performed shall be based upon an estimate of the portions of the total services as have been rendered by CONSULTANT to the date of termination and which estimate shall be as

made by the LOCAL PUBLIC AGENCY in consultation with CONSULTANT for all Services to be paid for on a lump sum basis.

15.0 Non-Discrimination
Pursuant to I.C. 22-9-1-10, CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in performance of the services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

16.0 Successors and Assignees
The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and CONSULTANT binds its successors, executors, administrators and assignees, to the other party of this Agreement and to the successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Neither party may assign this Agreement, or any right, interests, claim, chose in action, defense or privilege under this Agreement without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by the CONSULTANT as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

17.0 Entire Agreement – Supplements
This Agreement, together with the Appendices attached hereto, constitutes the entire agreement between the parties. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

18.0 Duration of Agreement
If the basic Services covered in this Agreement have not been completed in accordance with the Schedule set forth in Appendix "C" of this Agreement, through no fault of CONSULTANT, extension of CONSULTANT's services beyond that time shall be revised, through mutual agreement, to include compensation for inflationary adjustments.

19.0 Hazardous Environmental Condition

19.1 LOCAL PUBLIC AGENCY represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

19.2 LOCAL PUBLIC AGENCY has disclosed to the best of its knowledge to CONSULTANT the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Site, including type, quantity and location.

19.3 If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify LOCAL PUBLIC AGENCY and, to the extent of applicable laws and regulations, appropriate governmental officials.

19.4 If CONSULTANT's scope of services does not include any services related to a Hazardous Environmental Condition and in the event CONSULTANT or any other party encounters a Hazardous Environmental Condition, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until LOCAL PUBLIC AGENCY: (I) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition, and (II) warrants that the Site is in full compliance with applicable laws and regulations.

19.5 LOCAL PUBLIC AGENCY acknowledges that CONSULTANT is performing professional services for LOCAL PUBLIC AGENCY and that CONSULTANT is not and shall not be required to become an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

19.6 If CONSULTANT's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify CONSULTANT's terminating this Agreement for cause on thirty (30) days notice.

20.0 Notices

All written notices required by this Agreement shall be sent to the parties at the following addresses by certified mail, return receipt requested:

If to CONSULTANT: Lochmueller Group, Inc.
Attn: Matthew E. Wannemuehler
6200 Vogel Road
Evansville, Indiana 47715

If to LOCAL PUBLIC AGENCY: Warrick County
Attn: Bobby Howard
107 West Locust Street, Room 208
Boonville, Indiana 47601

21.0 Governing Law

Where permitted by law, this Agreement shall be interpreted and enforced according to the laws of the State of which the project resides, without resort to its conflict of laws rules.

The undersigned attests, subject by the penalties for perjury, that it is the contract party, or that it is the representative, agent, member or officer of CONSULTANT, that it has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by it, directly or indirectly, to the best of its knowledge, entered into or offered to enter into any combination, collusion of agreement to receive or pay, and that it has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

22.0 Employment Eligibility Verification

The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees. Also, pursuant to I.C. 22-5-1.7, CONSULTANT must execute an affidavit affirming that the CONSULTANT does not knowingly employ an unauthorized alien and confirming CONSULTANT's enrollment in the Program, unless the Program no longer exists, which Affidavit shall be filed with the LOCAL PUBLIC AGENCY prior to the execution of this contract.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LOCAL PUBLIC AGENCY may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LOCAL PUBLIC AGENCY.

23.0 No Investment in Iran

As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement effective the day and year first above written.

LOCHMUELLER GROUP, INC.

Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

ATTEST

Rebecca L. Zimmer
Principal/Controller

2/15/17
Date

WARRICK COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature

Print Name and Title

Signature

Dan Saylor
Print Name and Title

Signature

Robert H. Johnson Jr.
Print Name and Title

ATTEST

Signature

Deborah K. Stevens
Print Name and Title

2/27/17
Date

SUPPLEMENTAL AGREEMENT NO. 11

THIS SUPPLEMENTAL AGREEMENT IS MADE AND ENTERED INTO February 27th, 2017, BY AND BETWEEN THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA, HEREINAFTER REFERRED TO AS THE "LOCAL PUBLIC AGENCY," AND LOCHMUELLER GROUP, INC., HEREINAFTER REFERRED TO AS THE "CONSULTANT."

W I T N E S S E T H

WHEREAS, the LOCAL PUBLIC AGENCY and the CONSULTANT did on January 18, 2006, enter into an Agreement providing for the CONSULTANT to provide Preliminary Engineering Services through Design Approval for Oak Grove Road from the Vanderburgh/Warrick County line eastward to SR 261 and Final Plans for Phase I from the Vanderburgh/Warrick County Line eastward to the planned improvements to Epworth Road in Warrick County, and did on January 26, 2009 enter into Supplemental Agreement No. 1 to provide additional services and did on May 29, 2010 enter into Supplemental Agreement No. 2 to make revisions to the design plans and did on October 11, 2010 enter into Supplemental Agreement No. 3 to make additional revisions to the design plans, and did on February 13, 2012 enter into Supplemental Agreement No. 4 to extend the project limits westward into Vanderburgh County, and did on April 8, 2013 enter into Supplement Agreement No. 5 to prepare final plans for Phase II, and did on November 12, 2013 enter into Supplemental Agreement No. 6 for additional traffic counts and traffic analysis, and did on July 29, 2014 enter into Supplemental Agreement No. 7 due to the increased Area of Potential Effect that was originally covered in the environmental documentation, and did on December 22, 2014 enter into Supplemental Agreement No. 8 to provide Water Resource/Stormwater Permitting Services, and did on May 11, 2015 enter into Supplemental Agreement No. 9 for the completion of Phase III services, and did on September 26, 2016 enter into Supplemental Agreement No. 10 to provide signal timing services for the proposed new traffic signal at the intersection of Oak Grove and Bell Road, and

WHEREAS, design revisions have occurred throughout the project due to comments received at the Public Information Meeting and through coordination with the elementary school at the east end of the project resulting in the right-of-way limits for Phase 3 being revised from that which was originally anticipated, and

WHEREAS, the Area of Potential Effect originally covered in the environmental documentation has increased which will require an Additional Information Document be prepared and submitted for environmental approval, and

WHEREAS, the LOCAL PUBLIC AGENCY desires to engage the CONSULTANT to provide the Additional Information Document, and

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

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

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

I. Section IV is modified to read as follows:

SECTION IV COMPENSATION: The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $1,492,370.00.

II. Section D.2 is added to Appendix "A" as follows:

1. Additional Information (AI) for Phase 3
The CONSULTANT shall prepare an Additional Information (AI) document in accordance with the Indiana Department of Transportation (INDOT) 2013 Categorical Exclusion (CE) Manual (or most recently approved manual). The tasks to be performed shall include the following:
   a. Identify existing nearby property owners and mailing them letters prior to field work. Property owner information shall be identified using an online county Geographic Information System (GIS) website.
   b. Conduct a field inspection(s) of the expanded area(s) by a biologist to document potential environmental resources, including any streams, wetlands, recreational facilities, hazardous materials, etc. A field inspection shall also be conducted by a historian to document any above-ground structures within the expanded above-ground Area of Potential Effects (APE).
   c. Conduct a field inspection of the proposed area by a biologist to confirm conditions are as described in the CE document. A field inspection shall also be conducted by a historian to document any above-ground structures within the above-ground APE.
   d. Prepare a Red Flag Investigation and transmit to INDOT Environmental Services for review and approval. Incorporate the approved Red Flag Investigation in the AI document. Prepare the USFWS Range-wide Programmatic Informal Consultation for the Indiana bat and northern long-eared bat.
   e. Develop early coordination (re-coordination) packages (including letters, project area maps, photographs, and project plans) and mailing to the resource agencies that were included in the initial early coordination process.
   f. Develop a letter describing the project changes, observations made within the APE (including photographs and maps), recommendations regarding National Register of Historic Places (NRHP) eligibility, and reaffirming that the original Section 106 finding of "No Historic Properties Affected" is still valid and transmit to the State Historic Preservation Officer (SHPO) for their review and concurrence.
   g. Complete a Waters of the U.S. Determination Report to identify all water resources within the proposed project limits. The report shall also include a Preliminary Jurisdictional Determination form to identify all water resources within the project limits that will be under the U.S. Army Corps of Engineers regulations.
   h. Prepare and obtain approval of the AI document (including associated appendices) from INDOT.

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

A. AMOUNT OF PAYMENT
   1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed One Million Four Hundred Ninety Two Thousand Three Hundred Seventy Dollars ($1,492,370.00), unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

IV. Section A.2.d of Appendix "D" is amended to read as follows:

d. Environmental Documentation $72,840.00

Except as herein modified, changed and supplemented, all terms of the original Agreement dated January 18, 2006, Supplemental Agreement No. 1 dated January 26, 2009, Supplemental Agreement No. 2 dated May 29, 2010 and Supplemental Agreement No. 3 dated October 11, 2010 and Supplemental Agreement No. 4 dated February 13, 2012, and Supplemental Agreement No. 5 dated April 8, 2013, and Supplemental Agreement No. 6 dated November 12, 2013, and Supplemental Agreement No. 7 dated July 29, 2014, and Supplemental Agreement No. 8 dated December 22, 2014 and Supplemental Agreement No. 9 dated May 11, 2015, and Supplemental Agreement No. 10 dated September 26, 2016 shall continue in full force and effect.

The previous "not to exceed" total was $1,469,570.00. This Supplemental increases this value by $22,800.00 to a new "not to exceed" value of $1,492,370.00.

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

LOCHMUELLER GROUP, INC.

BY
Michael R. Hinton
President/Chief Executive Officer

ATTEST:

BY
Matthew E. Wannemuehler
Vice President/Chief Administrative Officer

Feb 27, 2017
Date

BOARD OF COUNTY COMMISSIONERS
WARRICK COUNTY

BY
Marlin Weisheit
President

BY
Dan Saylor
Vice President

BY
Bob Johnson
Member

ATTEST:
Debbie Stevens
Auditor

2/27/17
Date

[redacted]

WARRICK COUNTY PURCHASING DEPARTMENT
107 West Locust Street
Room 310 - Old Courthouse
Boonville, Indiana 47601
Phone: 812-897-6622 Fax: 812-897-6136

FORM OF PROPOSAL

1 Date: 2-1-17
2 Governmental Unit: PARKS & RECREATION
3 Item(s) or project being bid: NEW CHEVY 1500 SERIES SILVERADO TRUCK
4 Offeror (Firm): Law Chevrolet Buick
Address: 2944 Hwy 62 West
City / State / Zip: Boonville, IN 47601
Telephone Number: 812-897-2220
Fax Number: 812-897-2242
Agent or contact person: James Heath
5 BID OPTIONS:
#1 - REGULAR CAB - 2016 $
#2 - REGULAR CAB - 2017 $ 21,035.88
#3 - DOUBLE CAB - 2016 $
#4 - DOUBLE CAB - 2017 $ 22,773.85

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

James Heath
Vendor Representative (please print)

Signed

Law Chevrolet Buick
Vendor Name

812-897-2220
Telephone

2944 Hwy 62 W Boonville, IN
Vendor Address

2-1-17
Date

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

Don Williams *Merlin Walchalt* *Rick Reid*

NON-COLLUSION AFFIRMATION

STATE OF INDIANA }
WARRICK COUNTY } SS:

The undersigned offeror or agent, duly swears, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Law Chevrolet - Buick
Offeror (Firm)

Signature of Offeror or Agent

James Heath
Printed Name of Offeror or Agent

2-1-17
Date

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Don Williams Marlin Weisheit Richard Reid

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of:
(A) Public Work Project -
(B) GOODS & SUPPLIES - NEW 2016 OR 2017 CHEVY 1500 SILVERADO PICKUP
(C) Service(s) -

We, Law Chevrolet Buick (Successful Offeror's Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Request For Proposal (RFP) as provided to us by Warrick County and the Warrick County Purchasing Department regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 2-1-17	Date:
Printed Name: James Heath	Printed Name:
Signature: [signature]	Signature:
Title: Sales	Title:

WARRICK COUNTY PURCHASING DEPARTMENT
107 West Locust Street
Room 310 - Old Courthouse
Boonville, Indiana 47601
Phone: 812-897-8622 Fax: 812-897-6136

FORM OF PROPOSAL

1 Date: 1/27/17
2 Governmental Unit: PARKS & RECREATION
3 Item(s) or project being bid: NEW CHEVY 1500 SERIES SILVERADO TRUCK
4 Offeror (Firm): York Chevrolet Buick GMC
Address: 1501 Indianapolis Rd.
City / State / Zip: Greencastle, IN 46135
Telephone Number: 765-653-8426
Fax Number:
Agent or contact person: Rick Wright
5 BID OPTIONS:
#1 - REGULAR CAB - 2016 $ 21,927 (In stock unit/Hastow package)
#2 - REGULAR CAB - 2017 $ 21,072
#3 - DOUBLE CAB - 2016 $
#4 - DOUBLE CAB - 2017 $ 23,633

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

[signature]
Signature of Offeror or Agent

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Don Williams Marlin Weisheit Richard Reid

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of:
(A) Public Work Project -
(B) GOODS & SUPPLIES - NEW 2016 OR 2017 CHEVY 1500 SILVERADO PICKUP
(C) Service(s) -

We, York Chevrolet Buick GMC (Successful Offeror's Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Request For Proposal (RFP) as provided to us by Warrick County and the Warrick County Purchasing Department regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 1/27/17	Date:
Printed Name: Rick Wright	Printed Name:
Signature: [signature]	Signature:
Title: Sales Manager	Title:

WARRICK COUNTY PURCHASING DEPARTMENT
107 West Locust Street
Room 310 - Old Courthouse
Boonville, Indiana 47601
Phone: 812-897-6022 Fax: 812-897-6136

FORM OF PROPOSAL

1 Date: 02-08-2017

2 Governmental Unit: PARKS & RECREATION

3 Item(s) or project being bid: NEW CHEVY 1500 SERIES SILVERADO TRUCK

4 Offeror (Firm): Uebelhoe + Sons
Address: P.O. Box 630
972 Wernsing Rd
City / State / Zip: Jasper, IN 47546
Telephone Number: 812-482-2222
Fax Number: 812-482-2238
Agent or contact person: Aaron Vaal

5 BID OPTIONS:

#1 - REGULAR CAB - 2016 $ 21,716.00
#2 - REGULAR CAB - 2017 $ 21,045.00
#3 - DOUBLE CAB - 2016 $ N/A
#4 - DOUBLE CAB - 2017 $ 23,504

Pursuant to notices given, the undersigned offers to Warrick County in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit price and total amount.

The contract will be awarded in accordance with specifications. Offeror promises that it has not offered nor received a less price than the price stated in its offer/proposal for the supplies included in its offer/proposal. Offeror further agrees that it will not withdraw its offer/proposal from the office in which it is filed. A certified check or bond shall be filed with each offer/proposal if required, and liability for breach shall be enforceable upon evidence of financial responsibility.

Signature of Offeror or Agent

WARRICK COUNTY COMMISSIONERS
107 WEST LOCUST STREET
SUITE 301
OLD COURTHOUSE
BOONVILLE, INDIANA 47601

Don Williams Marlin Weisheit Richard Reid

"ACCEPTANCE AND AGREEMENT OF TERMS"

Regarding the Purchase of:
(A) Public Work Project -
(B) GOODS & SUPPLIES - NEW 2016 OR 2017 CHEVY 1500 SILVERADO PICKUP
(C) Service(s) -

We, Uebelhoe + Sons (Successful Offeror's Name), do hereby confirm we have thoroughly reviewed and completely understand all the terms, requirements and conditions contained within the Request For Proposal (RFP) as provided to us by Warrick County and the Warrick County Purchasing Department regarding the above purchase. We, also, hereby agree to accept, comply and abide by all such provisions.

Company Representative	Agent of Warrick County
Date: 2-8-17	Date:
Printed Name: Aaron J. Vaal	Printed Name:
Signature:	Signature:
Title: Commercial Sales Rep	Title:

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated thereunder.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City/County contract.

Aaron J. Vaal
Vendor Representative (please print)

Signed

Uebelhoe + Sons
Vendor Name

812-482-2222
Telephone

972 Wernsing Rd, Jasper IN 47546
Vendor Address

2-8-17
Date

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

Don Williams *Martin Weisholt* *Rick Reid*

NON-COLLUSION AFFIRMATION

STATE OF INDIANA)
) SS:
WARRICK COUNTY)

The undersigned offerer or agent, duly sworn, under penalties of perjury, that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

Uebelhor + Sons
Offerer (Firm)

Signature of Officer or Agent

Aaron F. Vail
Printed Name of Offerer or Agent

3-5-17
Date

WARRICK COUNTY COMMISSIONERS
107 West Locust Street
Boonville, Indiana 47601
Martin Weisholt Robert Johnson Dan Saylor

INVITATION TO BID (ITB)

January 18, 2017

On behalf of the Warrick County Department of Parks & Recreation and pursuant to Indiana Code IC 5-22-8, the Warrick County Commissioners are soliciting SEALED bids for a: NEW (2016 or 2017 Model Year) Chevrolet 1500 Series Silverado Pick-up Truck.

I. SPECIFICATIONS

- Regular Cab with an Eight Foot (8') Bed and a "Double Cab" with a Six and a Half Foot (6 ½ ') Bed [Bid both ways, see the Form of Proposal (included)]
- Body Style: CC15903-LWB
- Two (2) Wheel Drive
- Color: Standard Work Truck White
- H2Q – Vinyl Interior and Trim [Standard Color(s) which normally accompany a White Work Truck]
- 1 WT-1WT Work Truck Preferred Equipment Group
- LV3 Engine: 4.3L, V-6, Aluminum Block, Flex Fuel Capability, Sequential Direct Injection (SIDI), Variable Valve Timing (VVT)
- MYC Six (6) Speed Automatic Transmission
- A60 – Tailgate Lock
- AE7 – Seats: 40/20/40; Split Front Bench
- AU3 – Power Door Locks
- AY0 – Airbags: Head Curtain, Side Impact
- BG9 – Floor Covering: Rubberized Vinyl(In a color to match the truck's interior in general)
- C3J – GVW Rating: 6,700 Pounds
- C67 – Air Conditioning (Manual)
- E63 – Body: Pick-Up Bed/Box
- FE9 – Federal Emissions
- G80 – Locking Rear Differential
- GU5 – Rear Axle 3.23 Ratio
- IO3 – Base Radio, 4.2" Color Screen, w/USB Port
- K34 – Cruise Control
- KC4 – Engine Oil Cooler
- KG4 – 150 Amp Alternator
- RBZ – P 255/70 All Season Black-Wall Tires
- RD6 – 17" Steel Wheels
- SAF – Spare Tire Lock
- T4F – High Intensity Discharge Headlamps
- UQ5 – Four (4) Standard Speaker System
- V22 – Chrome Surround Grill
- VH6 – Black Front Bumper
- VJG – Black Rear Bumper
- VK3 – Front Mounting License Plate Hardware
- ZY1 – Solid Paint
- Standard Removable Rubber Floor Mats
- Truck Bed Mat

1

Joe Grassman

To: cardinalsignserv@gmail.com
Cc: COMMISSIONERS; Roger Emmons (roger@warrickcounty.gov)
Subject: WARRICK COUNTY JUDICIAL CENTER DOOR OR ROOM SIGNS Replacement Project-Feb, 2017

Mr. Hastings,

At their regularly scheduled public meeting, yesterday afternoon, Monday, February 27, 2017, the Warrick County Commissioners accepted your quote of $15.00 per sign to provide ADA compliant signage for Rooms and Doors in the Warrick County Judicial Center.

The County Administrator and myself will get an exact count on the number of signs we will need as well as a list of what information we will require on each sign.

For now, if you have any questions re this project, let me know

Joe Grassman
Purchasing Manager
Warrick County
812-457-6732

1

Signs by design

Get YOUR Business Noticed

4133 Merchant Drive
Newburgh, In 47630
Phone: 812-853-7784
Fax: 812-853-6195
www.ctesignsystem.com
www.490sign.com

Quotation

Quote number 2617
Quotation Date 2/6/2017
Customer Name Warrick County
Customer Address
Customer City
Customer Contact Joe Grussman
Contact Phone 812-457-6732
Contact E-mail
SBD Account Manager Andrea Fisher
SBD Project Manager Andrea Fisher
SBD SM Phone afisher@490sign.com

PROJECT SPECIFICATIONS AND DETAILS

Judicial Center Interior Signs

Quantity		Description	Unit Price	Total
30	option 1	3"x5" ADA Compliant Room Idetification Sign	$16.70	$501.00
30	option 2	4"x8" ADA Compliant Room Identification Sign	$29.96	$898.80

**Price does not include tax. If you are a tax-exempt please provide certificate.*

Sub Total
Installation not included
Total Price

5268 Epworth Road
Newburgh, IN 47630

Phone # 812-499-0311 cardinalsignserv@gmail.com

Estimate

Date	Estimate #
2/22/2017	16

Name / Address
Warrick County Indiana Joe Grassman 107 W. Locust, Suite 310 Boonville, IN 47630

Project

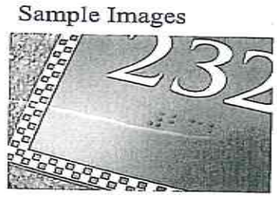
Description	Qty	Rate	Total
5" x 3" Suite Signs ADA (1/8 inch Backpainted non-glare acrylic with 1/8 in black PVC Backer) w/ heavy duty mounting tape	30	15.00	450.00T

Subtotal	$450.00
Sales Tax (0.0%)	$0.00
Total	$450.00

3"x5" — $27.36 EACH

$48.73 ea
4" x 8"
PhotoPolymer

Sample Images



Please review proof carefully. It is solely the customers responsibility to check all spelling, punctuation etc.
A proof will be revised three times, then a $15 per proof will be added as needed.

812.499.3607
email: phillips@wowway.com

Phillips SIGNS & GRAPHICS

Joe Grassman

From: B-Hive Printing
Sent: Friday, February 17, 2017 11:09 AM
To: Joe Grassman
Subject: Re: WARRICK COUNTY JUDICIAL CENTER OFFICE DOOR SIGNS quote

Hi Joe.

Here is our quote for the new signs.
They would be similar look and quality as existing signs except no slots for changing names.
Each sign would have room number and braille ADA bumps.
They would come with standard foam adhesive back strips for mounting.
Installation not included.
If our bid is accepted we would provide proofs and a sample to show how the sign would look.

3" x 5" signs $27.83 each x 30 signs = $834.90 total
4" x 8" signs $32.83 each x 30 signs = $984.90 total

Let me know if you have any questions.

Thank You for the opportunity to quote.
Stan Bailey

B-Hive Printing
804 West Main Street
Boonville, Indiana 47601
Phone: 812-897-3971
Fax: 812-897-0545
Facebook: B-Hive Printing/Shipping Plus
www.b-hiveprinting.com

From: Joe Grassman <PURCHASING@warrickcounty.gov>
To: Stan Bailey <b-hive@sbcglobal.net>
Sent: Tuesday, February 14, 2017 1:24 PM
Subject: FW: WARRICK COUNTY JUDICIAL CENTER OFFICE DOOR SIGNS

Stan,
Could you get me this bid by the end of the week? The time frame has amped-up a bit.
Thansks,
Joe

From: Joe Grassman [mailto:PURCHASING@WARRICKCOUNTY.GOV]
Sent: Monday, February 06, 2017 10:15 AM
To: cheyennephillips514@yahoo.com; Stan Bailey (b-hive@sbcglobal.net); Andrea Fisher
Cc: Community Corrections (wccc@warrickcounty.gov); Roger Emmons (roger@warrickcounty.gov); Bob Johnson (bob@warrickcounty.gov); Dan Saylor (dan@warrickcounty.gov); Marlin Weisheit (marlin@warrickcounty.gov)
Subject: FW: WARRICK COUNTY JUDICIAL CENTER OFFICE DOOR SIGNS
Vendors,
The Commissioners have chosen an alternative way to address our office signage issues in the Judicial Center (JC). As it turns out, we can indeed "re-secure" the existing, falling signs.
So, it was decided to do just that but also to add a smaller sign below the existing signs that would be ADA compliant, in other words, fall within the distance from the floor height

parameters as specified by the ADA (see attached ADA signage requirements and photos).
The new signs need to comply with **all** ADA requirements (again, see attached ADA info) and consist simply of two (2) lines: the first line showing the Suite Number and the second line the corresponding Braille characters.
Would you send me a quote for approximately 30 new signs (the actual number needed could be slightly more or less than this number)?
We will install ourselves.
Thanks,
Joe Grassman
Purchasing Manager
Warrick County
812-457-6732

-----Original Message-----
From: info@warrickcounty.gov [mailto:info@warrickcounty.gov]
Sent: Monday, February 06, 2017 8:49 AM
To: Joe
Subject:
This E-mail was sent from "RNPB9549D" (MPC3000/DSc530).
Scan Date: 02.06.2017 09:49:18 (-0500)
Queries to: info@warrickcounty.gov <<...>>

Joe Grassman

From: Mark Phillips
Sent: Friday, February 10, 2017 9:49 AM
To: purchasing@warrickcounty.gov
Cc: warrickcountyswmd@hotmail.com; Roger Emmons
Subject: Installation of 2 Gas Detection Probes on Northside of Landfill
Attachments: WCLF2017MethaneProbeInstall.pdf; 20170104120622480.pdf

Joe/Roger, I have attached a cost for the installation of two methane detection probes on the north side of the landfill. This installation was approved by IDEM in a letter dated January 4th. I have also included that letter. This quote is just for the first two wells (Locations 1 and 2). I am fairly confident that we won't need the two additional wells referenced in the plan and in the IDEM letter. Let's get these installed and see if we detect methane above the 5% LEL before we do anything else.

Mark E. Phillips, LPG
Senior Project Manager
Environmental Management Consultants, Inc
427 Main Street
Evansville, IN 47708
mphillips@emcevv.com

Office: 812.424.7768
Cell: 812.459.1592
Fax: 812.424.7797
www.emcevv.com

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INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We Protect Hoosiers and Our Environment.
100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Michael R. Pence, *Governor*
Carol S. Comer, *Commissioner*

January 4, 2017

Mr. Joe Grassman
Warrick County Purchasing Agent
107 West Locust Street, Suite 103
Boonville, IN 47601

Dear Mr. Grassman:

Re: *Additional Delineation of Methane Detects at GDP-21*
Dated November 14, 2016
VFC # 80395284
Warrick County Landfill No. 2
Warrick County
SW Program ID 87-05

On November 14, 2016, we received the *Additional Delineation of Methane Detects at GDP-21* from Environmental Management Consultants (EMC), on behalf of the facility. The report is in response to IDEM's review letter dated October 18, 2016 (VFC # 80365785), which requested delineation of the gas around GDP-21, in accordance with the revised Methane Monitoring Plan (MMP) dated October 14, 2010 (VFC # 59032082). This report discusses a delineation plan for addressing the elevated methane readings at GDP-21.

The following comments are the result of our review:

- IDEM approves the installation of the temporary gas detection probes at Location 1 and Location 2.
- If appropriate and necessary, IDEM approves the installation of the temporary gas detection probes at Location 3 and Location 4. However, in this event, we request the facility convert the probes at Location 1 and Location 2 to permanent status, and add them to the existing methane monitoring network, along with the probes at Location 3 and Location 4.

The facility should continue to follow the current explosive gas monitoring plan. Once delineation of explosive gas around GDP-21 is complete, the facility needs to document the findings in a report following 329 IAC 10-20-17(d)(4), within 45 days after completion of the field work. If appropriate, please include a remediation work plan with this submission.

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A State that Works
Recycled Paper

Thank you for your prompt attention to this matter. If you have questions, please contact Ms. Cheryl Nazareth Graves at cnazareth@idem.in.gov, or call (317) 232-8719.

Sincerely,

John A. Guerrettaz, LPG
Chief, Geology Section
Permits Branch
Office of Land Quality

cc: Warrick County Health Department
Warrick County Solid Waste Management District
Mr. Mark Phillips, EMC, Inc.
Mr. Nick Batton, OLQ Permits Section

ENVIRONMENTAL
MANAGEMENT CONSULTANTS, INC.
427 Main Street, Evansville, Indiana 47708
Phone: (812) 424-7768 Fax: (812) 424-7797 Web Site: www.emcevv.com

Quotation for:
Warrick County Commissioners
107 W. Locust St., Ste. 301
Boonville, IN 47601
C/O Joe Grassman

Quotation Date: February 9, 2017
Terms: 30 Days, 1.5% after 30 Days
Phone No.: (812) 897-6120

Quantity	Description	Item	Amount
	Install two gas detection wells on the north end of Landfill No. 2 as proposed and outlined in the Methane Delineation Plan submitted to IDEM and approved in letter dated 1/4/17.		
	Field services to include the cost of all labor and materials associated with the installation of the two gas detection wells. Services include: locating wells, monitoring installation of wells to verify safe conditions, logging cores, and oversight of field work.	1 Event	$3,850.00
	Provide project management, update data files and develop written implementation report for the installation of the gas monitoring wells at the site. Coordinate the project with IDEM on the client's behalf.	1 Event	$1,780.00
	Total Cost		**$5,630.00**

This quote is valid for thirty (30) days. We reserve the right to alter the quotation should any of the specifications change. The receipt of a signed quotation will constitute acceptance. The amount quoted is due upon completion of work.

Accepted By:_____ **Quoted By:** [signature]

Acceptance Date:_____ **Quotation Date:** 2-10-17

Environmental
Management Consultants

INVOICE

427 Main St., Evansville, IN 47708 (812) 424-7768 Fax: (812) 424-7797

Warrick County Commissioners
107 W Locust
Ste 301
Boonville, IN 47601
Debi Garland

Invoice number 10413
Date 04/04/2017

Project 10044 Warrick County Commissioners (Pelzer Rd)

1st Qtr Methane Monitoring
$950.00
Installation and IDEM Reporting for 2 Gas Detection Probes on North End LF #2
$5,630.00

Invoice Summary

Description	Current Billed
10044 WARRICK COUNTY	6,580.00
Total	6,580.00

Invoice total 6,580.00

Thank you for your patronage. Past due invoices over 30 days will be assessed a finance charge at the rate of 18% per annum. If you have any questions regarding this invoice, please contact Chris Morlock at 812-424-7768 within 10 days from the date of this invoice.