WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
March 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 Dan 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

Marlin Weisheit: Let's see. We don't have anything under Area Plan tonight.

APPROVAL OF MINUTES
MARCH 13, 2017

Marlin Weisheit: So, we'll go on to Approval of Minutes for our March 13th, Regular Session.

Bob Johnson: I make a motion to approve our Minutes from March 13, 2017.

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).

ITEMS FOR DISCUSSION
HISTORIC JAIL PLANNING GRANT PROJECT
APPROVAL OF CONTRACT WITH ECONOMIC DEVELOPMENT COALITION OF SOUTHWEST INDIANA

Marlin Weisheit: Items for Discussion.

Roger Emmons: Thank you, Mr. President. Carol Hagedorn with the Coalition is here and a representative from Hafer and Associates regarding their contract for different services on the Historic Jail Planning Grant Project. This is David Will with Hafer.

David Will: Yes.

Carol Hagedorn: Good afternoon. I believe both of us have been in communication with you. The OCRA Plan Grant for the Historic Jail, Historic Preservation Plan was approved and fully executed with the State of Indiana. So the next step is to basically enter into formal agreements for your architectural services with Hafer. And I believe they've submitted documentation to you for that as well as with us for the grant administration component of that particular grant program. So does anyone have questions? I know that the documents have been reviewed by Council.

Roger Emmons: I would comment that Todd Glass initially stated he wanted the indemnification language changed and I believe that's been done.

Carol Hagedorn: Yes, we took care of that.

Roger Emmons: You've incorporated that into the agreement. Do you have originals for signature?

Carol Hagedorn: I do.

Roger Emmons: Okay. Thank you.

Marlin Weisheit: Anybody have any other questions?

Bob Johnson: No, Sir.

Marlin Weisheit: Good.

Roger Emmons: We probably want to take them one at a time. (Inaudible). I believe we ought to discuss the architectural agreement separately.

Marlin Weisheit: Okay. Do you have a copy of that there then, Roger?

Roger Emmons: Yes, yes, it's a standard form of agreement between owner and architect. It's an AIA Document B-104. And um…

Marlin Weisheit: And we had a committee that reviewed and interviewed different engineering firms and Hafer was selected at that time.

Roger Emmons: Yes, yeah, they are the engineering firm that was selected.

Marlin Weisheit: So we just need to do that by motion to go ahead and approve their contract? Is that right?

Roger Emmons: I would approve both contracts by motion.

Marlin Weisheit: You want to do them individually though?

Roger Emmons: Yeah, I think we ought to.

Marlin Weisheit: Okay.

Roger Emmons: I'd take the Coalition's contract first.

Marlin Weisheit: Oh, okay.

Bob Johnson: I make a motion to approve the Coalition contract for Mrs. Hagedorn.

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).

(The Economic Coalition Contract is located on Pages 26 through 34 of these Official Minutes)

APPROVAL OF CONTRACT WITH HAFER ASSOCIATES

Roger Emmons: Now on the standard form of agreement between owner and architect, David, we had noticed some typos in there that had Don Williams listed as President. That's been corrected. And also Kristen Morrison, Todd and Dan's colleague at Hatfield, Fine and Hatfield, noticed that she did not have listed the Exhibits A, B, and C. Those have now been included so I think we're good to go on this.

Marlin Weisheit: Okay.

Roger Emmons: It is not to exceed the amount of sixteen thousand two hundred dollars ($16,200.00), which is the amount of the grant for their part of the project.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to approve the Hafer and Associates contract.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). You got anything else there, Roger?

Roger Emmons: I think that's it, unless you…

Carol Hagedorn: I've got your copies right here.

Roger Emmons: Leave the…

Carol Hagedorn: Thank you very much.

Marlin Weisheit: Thank you. Appreciate it. Look forward to working with you.

Roger Emmons: Thank you.

(The Hafer and Associates Contract is located on Pages 35 through 46 of these Official Minutes)

PEABODY TEMPORARY CLOSURES OF DICKEYVILLE ROAD

Roger Emmons: Okay. Next, there's David Spradling, he's Peabody's land manager at Wild Boar Mine. Dan and I met with David on March 22nd, and we reviewed a map, which I made a copy for all three (3) Commissioners. The

petition, if you approve it, allows the County to negotiate an agreement/order with Peabody with David's involvement that will specify obligations, mainly for Peabody but for both parties. As I stated, Bobby will be pivotal in preparing the specs for when Peabody reconstructs this particular road. And then the other items, the road usage agreement for Somerville, the road usage agreement for Weyerbacher Road, termination of Eby Road Road Usage Agreement and release of that bond, and termination of the Tecumseh Road Crossing Road Usage Agreement, and also the release of that bond. The two (2) road usage agreements are pursuant to Peabody purchasing United Minerals' interests and so they now need a road usage agreement for those two (2) roads. And then the termination of the two (2) previous road usage on Eby and Tecumseh and release of the bonds, because those are no longer necessary. Correct?

David Spradling: Correct.

Roger Emmons: Feel free to add anything you want, David...

David Spradling: No.

Roger Emmons: If you think it'll help the Commissioners, but I would recommend you approve these. Bobby, did you review?

Bobby Howard: I've reviewed them and I believe everything's in order. I didn't know if tonight's a good night to discuss the issue of the Tecumseh Road millings. I know that there's been some back and forth on that and I haven't been as a part of all the conversation on that. But I know from the County Highway perspective that we're, we're wanting to get those millings for use on some roads that we could use them on. And I know we've already had an agreement for that, but with an agreement for these coming up, I think I'd like to look at adding a requirement that we also get the millings for the Tecumseh Road included in with these, if that'd be a problem for Peabody or not.

David Spradling: I think we can handle that for you, Bobby.

Bobby Howard: Okay, I appreciate it. That's all I have.

Marlin Weisheit: Thank you, Bobby, David.

Roger Emmons: So would you want to bring that back then at the next meeting? Regarding the millings. Or...?

David Spradling: Yes, we will incorporate that into the next Dickeyville Road Closure Agreement.

Roger Emmons: Okay.

Bobby Howard: That will be fine if we can get that into that.

Marlin Weisheit: So we need a motion to approve the rest of these items today then?

Roger Emmons: Yes, as stated to the specific action.

Bobby Howard: And then, I think I'll have to get back with him on some bond amounts.

Roger Emmons: Yes. Yes.

Bobby Howard: On these.

David Spradling: On the...?

Roger Emmons: He has some of the bond amounts.

David Spradling: I have bond amounts in all these agreements except for Dickeyville Road, I believe.

Bobby Howard: Okay. I'll get back with you on that one (1).

Marlin Weisheit: You want to make the motion as long as he works the details out with the Highway Engineer, Roger? Or how do you feel about that?

Roger Emmons: I would think that would be appropriate, because I think Bobby and I may have to sit down with David and discuss what needs to be in the final order.

David Spradling: Um hum.

Marlin Weisheit: Is that okay with you, David...?

David Spradling: Yeah, that's fine.

Marlin Weisheit: Make the motion, I'm sure you, Bobby, and Roger can work out the details.

David Spradling: That's fine. Um hum.

Marlin Weisheit: I'd entertain that motion as long as we include Highway Engineer Bobby Howard to make final approval on the bond amounts or any changes needed.

Bob Johnson: I make a motion to approve pending Bobby Howard's...

Roger Emmons: Participation (Inaudible).

Bob Johnson: Approve bond amounts and millings.

Marlin Weisheit: Alright. I have a second?

Dan Saylor: 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). Thank you, Bobby.

ROAD USAGE AGREEMENT FOR SOMERVILLE ROAD-WEYERBACHER ROAD TERMINATION OF EBY ROAD-TECUMSEH ROAD AGREEMENT AND BOND RELEASES

Roger Emmons: And then for the other four (4) items I would just approve by motion those final four (4). I think they're stated.

Marlin Weisheit: B, C, D, and E on our…?

Roger Emmons: Yes, Sir.

Marlin Weisheit: I'd entertain a motion to approve those four (4).

Dan Saylor: I make a motion to approve items B, C, D, and E.

Bob Johnson: Make a second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

David Spradling: Okay, thank you.

Marlin Weisheit: Thanks, David.

Dan Saylor: Thank you.

Roger Emmons: Thank you, David.

(The Road Usage Agreement for Somerville-Weyerbacher Road is located on Pages 75 through 79 of these Official Minutes)

REQUESTS IN CONJUNCTION WITH UNITED LEASING AND FINANCE GOLF CHAMPIONSHIP AT VICTORIA NATIONAL GOLF CLUB

Roger Emmons: Next up we have Todd Havron. I don't know if I pronounced that correctly or not, but he is with Tour Vision Promotions. He sent us an email earlier today, and let me pass these out to you. This is the, what he sent, a letter and some really excellent maps. I talked to you outside? I didn't, did I?

Todd Havron: No.

Roger Emmons: Here you go, Dan.

Todd Havron: Good afternoon. Yes, my name is Todd Havron. I do represent Tour Vision Promotions. The event in question is the United Leasing and Financing Championship which is set for April the 17th through the 23rd. As there has been a good history, this is our 6th year. Be it although that I'm a new face, there is really nothing new to the aspect as to how this event is being operated or how it involves the County, but we certainly do appreciate the past history of the support with the community as well. There's five (5) areas that we've, we've sort of utilized your assistance in the past. There's been some no parking signs placed on Anderson Road. If everything would be the same, we'd love to do those again. We, that would help make sure that that area stays open. There's a cul-de-sac in Roslin that goes back to the Maintenance Department. We understand that's the back construction entrance of Friedman Park. Some cars do sort of spill out of that area and we would always make sure the cul-de-sac remains open as well as the entrance to the construction site. There is some room to park a few of our vehicles on the side of the road in that cul-de-sac. If we could do that again, that would be appreciative. Please, by all means, stop me if you have any questions, feel free. The Vann Road Softball Field, we have agreed to, been offered to use that again this year. The change is that we will not utilize it on the weekends. We will find a different opportunity to park our off-site parking that weekend. So we would utilize from the 17th to the 20…let's see…the 21st and then actually, we will move that parking that weekend over to the Middle School, North Middle School. You will see in the packet the approval from the County to use the parking lots for that weekend. There is one (1) request and if, if Nick has the availability to do this, that's great, but if he doesn't that's no problem either. But we are in some need of some aluminum type bleachers like you would see at a ballfield. I will continue to ask that of him, and if he says it's not available then by all means, it's not available. But, if there's an opportunity…

Dan Saylor: You said, you said Nick Labhart. You mean Ben Labhart?

Todd Havron: I'm sorry, Ben. I know a Nick Benhart, so my bad. My apologies on that. So I will, I will continue, he's been very helpful getting us set up at the softball field, make sure I know where, what, and when to do. But that's a, I'll continue to work with him on that, but wanted to make sure (inaudible) we ask that, you may or may not be able to accommodate. Directional signage is really no different than in years past. I did produce all new signage this year to reflect the change in the logo but they're all professionally produced and installed. Really very much a similar location and you'll see the map of how we're going to lay those out and the positioning of those. Those will typically start to go up as, of the week of the, April the 10th. We'll sort of hit some of the areas that are out of the range first then wait 'til the 11th hour to put up the larger signs.

Roger Emmons: Will you then be able to remove those on the next day? Like April 24th?

Todd Havron: We will start doing that that Sunday afternoon, late. We'll start that process, the good thing is, they come down really, really fast.

Roger Emmons: Yeah.

Todd Havron: So by Monday, the 24th at 5:00 (PM), I, every sign will be down. So...

Roger Emmons: That's excellent.

Todd Havron: I think the majority of them will be down Sunday evening. And then parking cones, this may be a new request. But if the County has any access to any parking cones, we are always in need to make sure we, we keep certain areas without cars and directional traffic, so if there was an ability to have parking cones, we would certainly love to try to reach out to the resource.

Roger Emmons: Okay. Bobby Howard is our County Highway Engineer and Superintendent. He, Bobby has been advised that he has the "No Parking" signs ready. Right, Bobby?

Bobby Howard: We'll have the "No Parking" signs covered and up the week before.

Roger Emmons: As far as the orange cones, I'll defer to...

Bobby Howard: In regards to the orange cones, we don't have a supply of that type of magnitude.

Todd Havron: Alright.

Roger Emmons: We don't really...

Todd Havron: That's okay.

Roger Emmons: We don't have them up here either. Not as many as he need.

Todd Havron: That's okay.

Roger Emmons: I think it's good to know that it's for sure, the three (3) year...

Todd Havron: Yes.

Roger Emmons: Continuation this year, 2018, and again in 2019. So that's excellent for Warrick County.

Todd Havron: That is confirmed. Three (3) years of golf for sure.

Roger Emmons: Great.

Todd Havron: And the Golf Channel, no change on the Golf Channel. We'll also be televised the next three (3) years as well as part of the agreement.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: Todd, do we have a contact number for you?

Todd Havron: Yes, you do. But I will give it to you now if you'd like it.

Roger Emmons: I've got it in my email.

Todd Havron: Oh, you do? Okay. If you would like it, I'll get it...

Dan Saylor: Yeah.

Todd Havron: (xxx) xxx-xxxx. I think I copied everybody with my email, but by all means, either way is fine to reach me.

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

Dan Saylor: What do you think?

Bob Johnson: Go ahead.

Dan Saylor: I make a motion to approve the plan for the parking and signage.

Bob Johnson: I second.

Marlin Weisheit: All in favor?

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Todd Havron: Thank you all.

Marlin Weisheit: Thank you. Good luck with it.

Todd Havron: Yeah.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
WARRICK COUNTY REDEVELOPMENT COMMISSION CONFLICT OF INTEREST DISCLOSURE STATEMENTS

Roger Emmons: Next item under Administrator Business is the Annual Conflict of Interest Disclosure Statements for the Warrick County Redevelopment Commission. And this year those are for Jeff Mulzer and Jerry Aigner. And I have those statements, let's see, they are to be signed by all three (3) Commissioners.

Marlin Weisheit: We can do them together, couldn't we? In one (1) motion?

Roger Emmons: Yes.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to approve the Conflict of Interest disclosure for Jeff Mulzer and Jerry Aigner.

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).

(WC Redevelopment Commission Conflict of Interest Disclosure Statements are located on Pages 46 through 48 of these Official Minutes)

CAPITAL IMPROVEMENT PLAN UPDATE
ORDINANCE 2017-07
FIRST READING

Roger Emmons: Next is the update of the Capital Improvement Plan. Got finalized actually today, once I received Bobby's descriptor for the Warrick Trails Safe Routes to School Project. Now, just a little before noon (12:00 PM), I sent you all a summary of the changes for the Capital Improvement Plan. I had previously emailed the amending Ordinance down to Fine and Hatfield and of course the Capital Improvement Plan cause we need County Attorney's approval on the plan. Dan, have you had a chance to review that?

Dan Glass: Yes, it's in order.

Roger Emmons: Yes, it is, I mean it is. Are you saying it is?

Dan Glass: Yes, it's ready for approval.

Roger Emmons: Thank you, Sir.

Marlin Weisheit: If anybody has any questions, if not I'd entertain a motion.

Dan Saylor: I make a motion to approve the Capital Improvement Plan.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you very much. The Commissioners will all three (3) sign the Ordinance. It's just three (3) pages which I'll give to the Auditor along with two (2) copies of the Capital Improvement Plan itself. Next item is a...what? Oh, that's right, thank you so much. We do have to have a motion, as Kristine has pointed out, for the Ordinance number which would be 2017-07.

Dan Saylor: '07?

Roger Emmons: Title, Warrick County Commissioners Ordinance 2017-07, '07. An Ordinance of the Board of Commissioners of the County of Warrick. The Board, relating to the amendment of Warrick County, Indiana, Capital Improvement Plan adopted June 26, 1989; and as amended August 28, 1989; October 23, 1989; March 25, 1991; February 10, 1992; February 8, 1993; August 22, 1994; March 13, 1995; December 14, 1998; January 16, 2002; November 10, 2004; October 12, 2005; May 10, 2006; February 13, 2008; October 22, 2008; August 9, 2010; March 26, 2012; February 24, 2014; and April 27, 2015. Those are the prior amending dates, and there are two (2) more pages of whereas'. And the final therefore is that the Board amends the Warrick County, Indiana, Capital Improvement Plan in the form presented at this meeting, March 27, 2017. It shall be in full force (inaudible) from the point of compliance with the procedures required by law. On the signature page, I have blocks for the Commissioners, attestation by Auditor Stevens, and approve as to legal form by County Attorney. So again, that's if you also want to approve the Ordinance, I think that's in order by motion.

Marlin Weisheit: Okay. 2017-07? Right?

Roger Emmons: Yes, Sir.

Marlin Weisheit: Entertain a motion to approve the Ordinance.

Dan Saylor: I make a motion to approve Ordinance 2017-07, Capital Improvements.

Bob Johnson: I second.

Marlin Weisheit: All in favor?

Roger Emmons: First Reading?

Marlin Weisheit: Do we, can we do it on first reading?

Roger Emmons: You can pass it all today, but you've got to go through the process. Do you have your copy?

Marlin Weisheit: I don't have it with me. We can do it on the reading title only and go through the process, couldn't we?

Roger Emmons: Yeah, and I just read the title for you.

Marlin Weisheit: Yeah. You want to approve that, First Reading, title only.

Dan Saylor: I make a motion to approve by title only, Ordinance 2017-07, First Reading.

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).

Roger Emmons: If you want to come back next meeting you can, or I can go get my paper showing it's something Todd presented to us as far as doing it all in one (1) meeting.

Marlin Weisheit: We can do it next meeting though couldn't we? By title only? There's nothing urgent on there, is there?

Roger Emmons: Not that I'm aware of.

Marlin Weisheit: Yeah.

Roger Emmons: We mainly did this to include the, well in my opinion, it was primarily because of Larry Taylor's involvement in the Blight Elimination Program.

Marlin Weisheit: Uh huh.

Roger Emmons: And to back up Boonville Now's program partner for two thousand dollars ($2,000.00) for property, for twenty-five (25) properties. So I don't know how crucial...

Marlin Weisheit: That might need to be done today, then. Yeah.

Roger Emmons: It's because the County Council has that as an additional appropriation at their April 13th Meeting.

Marlin Weisheit: Yeah.

Roger Emmons: But you meet on the 10th.

Marlin Weisheit: Yeah, we'll be...

Bob Johnson: We've got time.

Roger Emmons: See you approve it on the 10th, Second and Third Reading.

Marlin Weisheit: Should be okay. Yeah.

Roger Emmons: So it will be agenda'd for April 10th for Second and Third Reading. I think we're good on that until then.

4-H RUN/WALK EVENT ON COUNTY ROADS

Roger Emmons: Okay. Next, request to use County Roads for the Third Annual Four (4) Miles for 4-H Run/Walk. You were copied on Andy Carroll's email. He's kind of the race organizer. And again this year, it uses the 4-H Center, goes east on Degonia Road, north on Two-Story Road, west on Tennyson Road, south on Roth Road, and then back to the 4-H Center for the race end. This year's event is scheduled for Saturday, May 20th. They'll start at 7:30 AM and be on, the course will be closed by 8:45 (AM) if not sooner. Each participant in this event must sign a waiver/hold harmless agreement. And Sheriff Kruse can confirm that he's going to station deputies in certain intersections for safety measures.

Brett Kruse: He's already contacted me.

Roger Emmons: Okay. Thank you, Sheriff. I'd recommend for you to approve this. We haven't had any problems with it. Plus it's allowed for them to donate, I think they said last year, thirteen hundred dollars ($1,300.00) to the 4-H Council for scholarships, so it's for a good purpose.

Marlin Weisheit: And a yearly event and well attended, so yeah. I'd entertain a motion.

Bob Johnson: I make a motion to allow County use, use of the County Roads for the Third Annual Four (4) Mile for 4-H Run/Walk.

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, Gentlemen.

ADMINISTRATIVE SETTLEMENT
OAK GROVE ROAD PHASE III PROJECT, PARCEL 41, HUFFMAN

Roger Emmons: Next item is a recommendation, well let me back up. It's on the Oak Grove Road, Phase III Project, Parcel 41. The property owner is Huffman. It is a recommendation for administrative settlement by our consultant, Rick Bennett, with the Lochmueller Group. Our fair market value offer was seven thousand one hundred and thirty-five dollars ($7,135.00) and it was subsequently determined that certain work on the owner's sewer system was needed prior to the project reaching their property. That involves cutting off the systems laterals and installing a new one hundred (100) foot lateral outside the temporary easement to avoid damages to the system. The additional cost is five thousand nine hundred and eighty-five dollars ($5,985.00), for the total amount of thirteen thousand one hundred and twenty ($13,120.00). And they've given reasons in addition to being much quicker process so that the right-of-way can be certified to INDOT, it will also avoid legal fees which can be really high and time consuming. So I recommend you approve this by motion.

Marlin Weisheit: Unless somebody has any questions, I recommend that approval and I ask at this time to make a motion.

Dan Saylor: I make a motion to the, to approve the administration settlement for the Oak Grove Phase III Project, Parcel 41, Huffman.

Bob Johnson: I second.

Marlin Weisheit: Have a motion and a second. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

(Administrative Settlement, Oak Grove Road, Parcel 41, is located on Page 48 of these Official Minutes)

MOUNTS ELECTRIC CONTRACT ADDENDUM

Roger Emmons: A couple other items for your action. One (1) is Mounts Electric, INC., an amendment to the Traffic Signal Maintenance Agreement. Once we found out that INDOT is now taking care of certain traffic signals, which Bobby and I weren't aware of, but the Mounts Electric is a one (1) page contract amendment. It has been approved by Counsel. It includes Libbert Road and the Wellness Trail. That will be, those will be removed retroactively to January 1st of this year. And Bell Road and Oak Grove Road will be added as of May 1st of this year.

Marlin Weisheit: We ought to do those separately, ought we?

Roger Emmons: They're both on the same contract.

Marlin Weisheit: Oh, okay. Well unless anybody's got any questions, I'd entertain a motion.

Bob Johnson: I make a motion to amend the traffic signal maintenance agreement.

Marlin Weisheit: For Mounts Electric?

Bob Johnson: For Mounts Electric.

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.

(Mounts Electric Addendum is located on Page 49 of these Official Minutes)

ES MIGRATION PROPOSAL FROM HARSHAW TRANE

Roger Emmons: The ES Migration, that's information only, we're gonna schedule an administrative meeting to learn more about that from a Harshaw Trane representative. I believe that's all I have. Oh, wait. There is one (1) more.

NEW SIGNAGE FOR ST. VINCENT WARRICK EMS

Roger Emmons: As you know, St. Mary's is now St. Vincent's and EMS headquarters is here at the Old Jail on south Fourth Street in Boonville. And Tony O'Neal who is the manager of the St. Mary's Warrick, he, he sent in the proposed new signs for down there on Fourth Street, which changes, just makes it now, that's the St. Vincent's Warrick EMS. They are professionally prepared signs. I'd recommend your approval, Marlin, and email that he was okay with that.

Marlin Weisheit: Yeah, they just want to change the signs out. No cost to the County.

Roger Emmons: I think your consensus is fine on this.

Marlin Weisheit: You guys okay with changing the signs?

Bob Johnson: Sure.

Dan Saylor: Yeah.

Marlin Weisheit: Okay.

Roger Emmons: That's it. I do have some of the other documents in conjunction with their items that will be prepared by other persons.

Marlin Weisheit: Thank you, Roger.

Roger Emmons: That will be presented rather. Thank you.

COUNTY ATTORNEY
ORDINANCE 2017-04 EMPLOYEE REIMBURSEMENTS DISCUSSION

Marlin Weisheit: We'll go to County Attorney then. Good to have you here with us today, Dennis.

Dan Glass: Well, it's good to be here. I have a contract, not a contract, an Ordinance amending Section 31.04, has to do with Employee Reimbursements. But the amounts have not been filled in.

Marlin Weisheit: We've been tabling this for quite a while. I've kind of put my thought into it and I don't know how you guys feel.

Bob Johnson: I think what we've, what we've discussed was sufficient.

Marlin Weisheit: Yeah. I mean...

Bob Johnson: Your email...

Marlin Weisheit: My email give us, going to one sixty ($160.00) on motel rooms...

Bob Johnson: Correct.

Marlin Weisheit: Forty-five ($45.00) to fifty dollars ($50.00) a day for meals, and then twenty dollars ($20.00) per evening meal, wasn't it? But, well...

Bob Johnson: Fifteen ($15.00)...

Marlin Weisheit: Fifteen dollars ($15.00) for breakfast and lunch, cause, per meal, cause that that kind of offset my fifty dollar ($50.00) a day. And then if we go fifteen dollars ($15.00) per meal, I just wanted to have something stipulated in there that the evening meal could be a little more.

Bob Johnson: Sure.

Marlin Weisheit: But for a lunch and breakfast a cap of fifteen dollars ($15.00). That's the way I read it, I think, tried to incorporate it. And then if a Department Head wished to have a training session, they could do that. Of course that would be the fifteen dollar ($15.00) per employee limit. If they had to have it, if they had it in their budget and they want to do that. That would authorize them under the Ordinance where they could pay for a meal for training in their department, if they have the budget in their budget. I thought we ought to have that, cause that's been an issue a couple of times. And Debbie, if you have anything you want to add to that? I mean I'm just trying to clear up something there. It's been a problem a couple of times this year, and I think you've got one (1) that's kind of pending right now. Don't you?

Debbie Stevens: Actually, I've emailed three (3) of them to you where it was full day training and lunch was not a part of the training.

Marlin Weisheit: Right.

Debbie Stevens: We, we do save money. The other side of that is that if we don't have to travel and do overnight, if we can do things at a district level, which we are more and more, then that does save in other expenses, the overnight.

Marlin Weisheit: Do you think the fif...up to fifteen dollars ($15.00) for an employee would usually cover a lunch? Or a breakfast?

Debbie Stevens: That's more than enough.

Bob Johnson: That's plenty.

Debbie Stevens: Yeah.

Marlin Weisheit: I just wanted to set it where we would be comfortable and kind of justify. We put fifty dollars ($50.00) a day on, when you're going overnight and out of town.

Debbie Stevens: Um hum.

Marlin Weisheit: So I did want to kind of justify fifteen dollars ($15.00) a meal, kind of counter-dicted each other. For the evening meal it could be a little more, be a little higher, so...

Debbie Stevens: I don't know how specific you want to get, but normally what we see in a full day training, when it's at a district level, is just, is just a lunch. One (1) meal.

Marlin Weisheit: Yes.

Debbie Stevens: And I think, I think that's, I think it's reasonable. And when there's certification required and training for Office Holders as well as some of their staff, it seems appropriate...

Marlin Weisheit: Yeah.

Debbie Stevens: To, to cover that cost as they are traveling.

Marlin Weisheit: And I'm okay if it's in house training like we've had here on a couple of occasions, like with Storm Water or the Assessors got one (1) pending now, I guess, where they've had some in house training that if they've got it in their budget and they want to do that our Ordinance ought to cover to allow that. In my opinion, if you guys agree.

Bob Johnson: I agree.

Dan Saylor: Oh, I agree.

Bob Johnson: It would save a lot of time and effort and save you and your department a lot of time and effort if we don't have to catch all these receipts and things like that. It's an automatic fifty dollar ($50.00) a day reimbursement.

Debbie Stevens: I think receipts are still required, aren't they? Or do you even know?

Roger Emmons: They are in the...

Roger Emmons: Yes.

Marlin Weisheit: But we haven't yet.

Roger Emmons: The most recent Ordinance that I received today, I believe it was from Krystal, under per diem rates for meals and lodging of County employees there is A, B, C, and D. 'A' simply defines what is approved County business. 'B', lodging reimbursement, receipts must be provided. 'C', overnight meals reimbursements states that receipts from meal expenses not be submitted for per diem meal reimbursement claims...

Marlin Weisheit: So we need to pick one (1) of those.

Roger Emmons: And then 'D' is other meal reimbursements. So when your employee, so you mentioned the amounts maybe once again, the amounts shown on B, C, and D, are one hundred fifty ($150.00), forty-five ($45.00), and twenty ($20.00) respectively.

Marlin Weisheit: Yeah.

Roger Emmons: To change those, they could be edited into the Ordinance easily.

Marlin Weisheit: Yeah, my personal opinion was, cause Bobby had a room here a while back that was one-fifty-five ($155.00). Right? I mean it was just because that was all that was left. Wasn't his fault. We tried to get it booked cheaper. Most the times the rooms aren't much over one hundred ($100.00) you know when you book them ahead of time when you can get in on these conferences. But I'd like to set a limit of one-sixty ($160.00) on the rooms, fifty ($50.00) for meals per day. And it's up to you guys if you want to still have receipts or you want to make them exempt when they're out of town. We've got that option there. Kind of put some thought into that. And then twenty dollars ($20.00) a meal except for breakfast and lunch at fifteen ($15.00). We could do that. For in-house training too we could up to fifteen dollars ($15.00) an employee. That would cover any lunch or pizza. A lot of times they just have pizza or Subway. I know they do that.

Roger Emmons: I really don't see that that's addressed in here, what you're talking about training.

Marlin Weisheit: I added that in my email that I responded to though.

Roger Emmons: (Inaudible).

Marlin Weisheit: I think we could write that in the Ordinance and add it to the Ordinance.

Roger Emmons: Of course, it's whatever the Commissioners want the Ordinance, it's your Ordinance.

Marlin Weisheit: I mean we've been discussing this for weeks.

Dan Saylor: I think that needs to be, that needs to be addressed. It needs to be added correctly.

Marlin Weisheit: Either that or we're going to keep, this monkey's going to stay on our back 'til we fix it.

Dan Saylor: Yeah, yeah. It just needs to be fixed.

Marlin Weisheit: Yeah. Are you okay with adding that, Bob? We'll have to put this in a motion here in a minute.

Bob Johnson: I thought it was already there, so, what I didn't realize was...

Roger Emmons: It might have been in an earlier version.

Marlin Weisheit: The Receipts?

Bob Johnson: The receipts.

Roger Emmons: But the one (1) that I read from I believe that's from Todd using the State of Indiana's (inaudible).

Marlin Weisheit: Per diem, I mean if you wanna make 'em exempt when they're out, just fifty dollars ($50.00) a day or if they're going to bring back their receipts they're allowed up to fifty ($50.00). We've always had receipts. Sheriff, you have anything to add on that? I know you have probably as many people out of town for training too. I mean if you want to come up and put some input. I even considered an option in one (1) of my emails about paying them in advance because one (1) of, one (1) of your lieutenants had mentioned that ahead of time too. So...

Brett Kruse: Right, and it, the problem is that they go out of town for training for like a week and which we do have that. That's a lot of receipts to have to try and keep track of. I mean I just think it'd be a whole lot simpler for everybody if you said whatever the daily amount is your gone overnight, it's so much a day. You cut them a check and be done with it.

Marlin Weisheit: And pay the per diem in advance.

Brett Kruse: Right.

Marlin Weisheit: That's been a request from your department ahead of time. And yours would be the only department probably that would utilize that. But it's something that I mentioned in one (1) of my emails. That that's been a request to consider. And we could table this for two (2) more weeks too, and give us time to put this in good form is what I'm saying. You know what I'm thinking...

Bob Johnson: Well, we're going to have to take time to probably put it into a real form anyway.

Marlin Weisheit: Yeah. But I wanted you to have some input there. Because like I say, your lieutenant, I took that seriously.

Brett Kruse: It gets to be a hassle.

Marlin Weisheit: It gets to be a hassle. I, we need to determine if we're going to require receipts or not.

Brett Kruse: Right.

Marlin Weisheit: I have had a Council person tell me that they really think there needs to be receipts cause you don't know what they're spending it on. Well, fifty dollars ($50.00) a day is not a lot if you're out of town, to spend on frivolous...

Brett Kruse: I don't care what the amount is. I just think that it ought to be, cause I don't know what other Counties around us are...what their limits are.

Marlin Weisheit: And most of your guys when they go out of town for training I mean, they've got to buy all three (3) meals at conferences and things. I mean it's, it's...

Brett Kruse: And (inaudible).

Marlin Weisheit: Training and they have to leave the site...

Brett Kruse: We do have instances where we have overnight transports, where we don't have as many anymore because we've got services that pick our prisoners up for us.

Marlin Weisheit: Um hum. Yeah. Okay, thank you, Sheriff.

Brett Kruse: Uh huh.

Roger Emmons: Mr. President, I'd like to add under Section A, the approved County business, it does say that, "It shall also mean mandatory trainings, continuing education, conferences, or other single day or overnight trips and travel by any other employee approved by the Elected Office Holders by whom said employee is employed." So I don't know if you think that would cover it or if it needs to be more specific.

Marlin Weisheit: Yeah. You know I'd think we might want to table this for two (2) more weeks. Just so we can put some thought on the receipts and per diems. I don't wanna rush through this cause we've been, we've been carrying this about two (2) months now. But we do need to fix it. I think we're pretty well in agreement on the numbers of one sixty ($160.00), fifty ($50.00) a day, and then the fifteen dollar ($15.00) per meal.

Roger Emmons: So reduce the twenty ($20.00) to fifteen ($15.00)?

Marlin Weisheit: Put fifty ($50.00) per day, so when you're out of town, I want it explained, fifteen ($15.00) times three (3) is forty-five ($45.00), Roger. But the evening meal might be more, I don't know how we'll word that in our Ordinance but fifty ($50.00) per day.

Roger Emmons: Right, I, I'm just...

Marlin Weisheit: The evening meal can be more than fifteen ($15.00) is what I'm saying.

Roger Emmons: I understand.

Marlin Weisheit: You know, fifty ($50.00) a day when you're out of town. It don't matter if you eat two (2) meals a day. And then we've got to decide whether we're going to offer to pay that per diem in advance. But that has been a request of the Sheriff's Department for the last year or so. So I think we have a little thought to put in it. Decisions to make and...

Roger Emmons: I agree.

Marlin Weisheit: So I just entertain a motion to table and hopefully within two (2) weeks we'll have a form that your office can put together in writing and we'll all agree on. I think we're close.

Dan Glass: Anything you want in it, we can write down.

Marlin Weisheit: I know you can. I don't want to rush through it tonight, cause I know there's still a couple decisions to be made.

Bob Johnson: I make a motion to table the amending the Employee Reimbursements 2017-04.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Thank you. Carries three, zero (3-0).

WOW! CONTRACT
APPROVAL OF TERMS

Marlin Weisheit: Denny, did you have some other items though?

Dan Glass: I do. We have the WOW! Internet Service Contract.

Marlin Weisheit: Uh huh.

Dan Glass: We have reviewed that, and it is in proper form ready to be executed in our view, if this is what the Commission wants to do.

Marlin Weisheit: And, Roger, don't you think we need to, you okay with that? You've been looking at that and handling that too.

Roger Emmons: Yeah, I do. I don't know as I have that. Did you bring…?

Dan Glass: I have a copy.

Roger Emmons: Yeah, we run into a situation where they wanted E-signature, but this has a place. I like the old fashion paper where we got a document to sign.

Marlin Weisheit: Yep. So I'd entertain a motion to approve the 2017 WOW! Contract.

Dan Saylor: I make a motion to approve the 2017 WOW! Contract.

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).

(The WOW! Contract is on Pages 49 through 59 of these Official Minutes)

WARRICK COUNTY-OLD NATIONAL BANK LEASE FOR CASA
CASA SUBLEASE WITH WARRICK COUNTY

Marlin Weisheit: And then you've got the lease as well?

Dan Glass: Then there is the issue of the lease for CASA. And we have a lease here, which has been a, which the County would enter into with Old National Bank for the property. That has been approved in form by us. We have not heard back from Old National Bank's counsel yet with its final approval. But we expect that. We don't expect any major problems. Maybe a typo or something. And then, we also have here a sublease that the County would enter into with CASA. And I showed that to Mr. Lacer before the meeting got started. And of course the two (2) are interrelated. And that sublease is in form and ready to be signed and we can give the original to Mr. Lacer to go back and get it signed if that's what the Commissioners want to do.

Marlin Weisheit: Okay. You guys have any questions? Judge or Bob, did you have anything you want to add to that? I mean I appreciate you guys coming over. I know you've made some changes. Earlier we talked about another building, and how you got a little better deal.

Bob Lacer: We have, and we want to thank you all for your support in helping us get it to a much better, serves as a place for our CASA and staff. The office suite in Old National Bank is much more equipped for us to do the business that we do. Thank you for that and for taking the lead to help us with the certificate of insurance and so forth to help us get through that. We're ready to go. Our staff is very excited to get things going. We plan on, we're volunteering to do all the painting to help save some money, as much as we can. We, we do ask that the phone services that are in place now at the Courthouse be extended over to the, the new offices. The only change would be one (1) line but we need to have more phones. In the other building they were all in one (1), one (1) room so they could pass the phone back and forth. But we need more phones, probably the number is five (5) total. So four (4) additional phones for the office staff over there. And then secondly, once everything is in place, the moving of the furniture at the Courthouse over to the new office space. We would ask that the County employees help us in doing that.

Marlin Weisheit: Just one (1) little office, right?

Bob Lacer: But it's packed. But it's packed. But they're some desks to be moved, filing cabinets to be moved, bookshelves to be moved. Old National Bank is gracious enough to leave us some desks there and some chairs. But there will still be some other things that we need to have moved. So we'd like to have the County help us do that if we could. But again, I'll be glad to answer any questions about it. The timeline, we'd like to be in yesterday. But that's not going to happen. But as soon as we can, we'd like to. The first step is for us to go in and get it cleaned and then we're going to paint and then after that we're going to put in new carpet. So it should be up and running fairly soon.

Marlin Weisheit: That's a nice suite. I was over there the other day visiting Sherry and it's right across the hall there. So yeah. Good.

Bob Lacer: But again thank you.

Judge Greg Granger: Did the, does the new lease address the house cleaning services?

Bob Lacer: We're responsible for the house cleaning services.

Judge Greg Granger: So would the, Roger, do you know if the County housekeeping would then maintain that service?

Roger Emmons: That decision is up to the Board of Commissioners.

Marlin Weisheit: Yeah. I don't see that happening right away. But you know...

Bob Lacer: And that's, I'm not speaking for the staff but it's not that involved I don't think.

Marlin Weisheit: Yeah.

Bob Lacer: Right now.

Marlin Weisheit: They could maybe acquire a vacuum and clean up a little bit after themselves, cause our staff, we've cut back on janitorial services. So I don't know.

Bob Lacer: Again, thank you.

Marlin Weisheit: And Joe might have surplus equipment or office furniture or anything, I mean, anything that's surplus here.

Judge Greg Granger: I think they've been in touch with Joe.

Marlin Weisheit: Okay.

Diane Alexander: (Inaudible) contact today and get with him. Thank you.

Marlin Weisheit: Good, okay, make sure that was followed...

Bob Lacer: But if we can have the County move everything that would be...

Marlin Weisheit: I'm sure we can get that done. Yeah, yeah.

Roger Emmons: I'm sure (inaudible) can help on that.

Bob Lacer: Good. Great.

Marlin Weisheit: We'll work with you on that.

Bob Lacer: Thank you all.

Marlin Weisheit: Alright, thank you for what you're doing.

Judge Greg Granger: Thank you.

Diane Alexander: Thank you.

Marlin Weisheit: Alright, I guess we need to approve...

Judge Greg Granger: Before you do that...

Marlin Weisheit: Yeah?

Judge Greg Granger: Next week, again, the Call to Action, next Tuesday at 5:00 (PM) at the Middle School. Everyone is invited to participate. And that's the CASA Call to Action where we have four (4) County Judges, law enforcement, corporations, just an open forum to talk about (inaudible) cases.

Marlin Weisheit: Okay.

Judge Greg Granger: Okay? Thank you.

Marlin Weisheit: Good luck with that as well. Okay we've got two (2) things to approve then I guess. One (1) on the lease and then on the insurance as well, right?

Dan Glass: The...

Marlin Weisheit: Or is it the...

Dan Glass: We have two (2) contracts. One (1) is ready and has been approved by us with Old National Bank which is the main lease.

Marlin Weisheit: Okay.

Dan Glass: And so I suggest the Commissioners consider approving that, with the understanding that there might be minor adjustments to that once we see...

Dan Glass: Old National's...

Marlin Weisheit: Counsel's...

Dan Glass: Opinion. But nothing major.

Marlin Weisheit: Okay.

Dan Glass: The contract, then there's the sub-contract which, with CASA. And again the two (2) are interrelated. And that's ready for approval and then sign immediately as far as I know.

Marlin Weisheit: Okay. Can we approve them together? Or separately?

Dan Glass: I think you could vote them together.

Marlin Weisheit: I'd entertain a motion unless anybody's got any further questions.

Dan Saylor: I make a motion to approve the Old National Bank lease with CASA and the CASA sub-contract, sublease agreement.

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). Okay. Is that all you have today, Denny?

Dan Glass: I think that is all I have.

Marlin Weisheit: Invite you back a little more often.

Bob Johnson: Kind of smooth wasn't he?

Dan Glass: Brevity is the soul of wit.

(The Old National Bank Lease Agreement is located on Pages 60 through 67 of these Official Minutes)

Filed in the Auditor's Office KG 6/12/17

(The CASA Sublease Agreement is located on ~~Pages __ through __ of these Official Minutes~~)

COUNTY AUDITOR
CLAIMS

Marlin Weisheit: County Auditor.

Debbie Stevens: Okay, included in your Voucher, these we'd already discussed and that goes along with your Ordinance for meals, which I know you're working on that. So I think those are probably Claims that you would want to approve anyway, but because I don't have that, I want to make sure that you're aware of that. And then I had emailed a couple of other claims to you. There were a couple 'for personal use' purchases, and then this, this was for an attorney who traveled asking for reimbursement. We just don't have the policy for any individuals other than County employees. But I didn't want for these to be surprises to you, so I emailed those to you in advance for you to take a look at and give a little bit more thought to those.

Marlin Weisheit: Okay.

Debbie Stevens: They are included on the Voucher.

Marlin Weisheit: So they're all included?

Debbie Stevens: Accounts Payable.

Marlin Weisheit: On the Claims?

Debbie Stevens: Um hum.

Marlin Weisheit: Thank you.

Debbie Stevens: Do you have any questions about any of it?

Marlin Weisheit: Anybody have any questions on those? I remember reading through them. If not, I'd entertain a motion to pay the Claims.

Debbie Stevens: Do you want me to tell you how much they are? Maybe we don't have the money.

Marlin Weisheit: Yeah, maybe that'd be a good idea. Yeah.

Debbie Stevens: Just kidding, of course.

Marlin Weisheit: Trying to rush here.

Debbie Stevens: One million five hundred seventy-five thousand eight hundred twenty-six dollars and ninety-one cents ($1,575,826.91).

Marlin Weisheit: Thank you. And that's all Claims, right?

Debbie Stevens: That's all Claims. That's Courts, Contracts, and Accounts Payable, the Accounts Payable Vouchers for the regular Expenses.

Marlin Weisheit: Okay.

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

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).

Debbie Stevens: Alright, thank you.

Marlin Weisheit: Thank you.

(Claims are located on Pages 68 through 69 of these Official Minutes)

(Non-Certified Claims are located on File in the Auditor's Office under Check Numbers: 57414, 57521, 57522, 57523, 57524, 57832)

COUNTY ENGINEER/HIGHWAY
LINCOLN AVENUE PHASE III
CHANGE ORDER 2

Marlin Weisheit: County Engineer/Highway.

Bobby Howard: I just have one (1) item tonight. It's Change Order #2 for the Lincoln Avenue, Phase III Project. This is in the amount of three thousand three hundred and four dollars and eighty-one cents ($3,304.81). And it was additional tree clearing. And again this is eighty percent (80%) Federal funded. So we're only responsible for twenty percent (20%) of that amount and I'd recommend approval.

Marlin Weisheit: Anybody have any questions? If not, I'd entertain a motion.

Dan Saylor: I make a motion to approve the Lincoln Avenue, Phase III, Change Order #2, the tree removal.

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). Thanks, Bobby.

(Change Order #2, Lincoln Avenue, Phase III, is located on Pages 80 through 82 of these Official Minutes)

COUNTY HEALTH DEPARTMENT
CONTRACT FOR BILLBOARD ADVERTISING

Marlin Weisheit: Okay, County Health Department's on the agenda. Sharon here? Yep. Hey there she is. She was hiding back there. Come on up, Sharon.

Sharon James: I think Roger has the paperwork for you.

Roger Emmons: Yes.

Sharon James: We want to put a billboard up to advertise getting our immunizations. Get the kids in here and get them done.

Marlin Weisheit: I think it's a good idea.

Sharon James: Little quicker time.

Marlin Weisheit: Yeah.

Marlin Weisheit: Anybody have any questions? Is your picture going to be on it?

Sharon James: Heavens, no.

Marlin Weisheit: I'd rather see your picture there with the kids than a needle and something.

Sharon James: Some crayons. It's crayons and it says...

Roger Emmons: It's not too late.

Sharon James: It's not too late to vaccinate.

Roger Emmons: To vaccinate.

Marlin Weisheit: That's good. Yeah, okay.

Sharon James: Okay.

Marlin Weisheit: Anybody have any questions? If not, I'd entertain a motion to approve the contract.

Bob Johnson: I make a motion to approve the contract for the County Health Department.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Advertising Contract for Health Department is located on Page 70 of these Official Minutes)

COUNTY PURCHASING
DONATION OF SURPLUS TO WARRICK SCHOOL CORPORATION
RESOLUTION 2017-10

Marlin Weisheit: County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. The first item I have for the Board is, we have a request from Chris Warner, she's the Principle at Tennyson Elementary. They have a big room in the school they want to divide in half and make it like two (2) rooms instead of one (1) and they'd like us to donate to them some of our excess, (inaudible) office panels which we have a pretty good selection of. We wouldn't miss any of them, I don't believe so.

Marlin Weisheit: A lot of them's over at the Old Jail. We have to get that building cleaned out. We just awarded the contract to Hafer to do some engineering design work and we've got to get it cleaned out. Probably save them going to the landfill.

Joe Grassman: So I guess I would ask that you'd entertain a motion to donate, just to give you some idea, they...

Roger Emmons: Have they been declared surplus?

Joe Grassman: Let's do that just in case. I don't know.

Roger Emmons: I think that's a good idea.

Joe Grassman: They probably have, but who knows when. They're going to use, they need twenty (20) feet of paneling. The panels are all different widths and heights. They'd like to have them five-six (5-6) feet tall. We don't know exactly how many panels we'd be using, but like I said, we've got plenty to spare. And if you would, please also declare all of our panels over there surplus and available for sale or disposal.

Marlin Weisheit: The ones at the Old Jail? Is that the ones you're...?

Joe Grassman: Yes, yes.

Marlin Weisheit: We do that motion first to declare any office panels surplus at the Old Jail?

Bob Johnson: I make a motion that to declare any office panels over at the Old Jail surplus.

Dan Saylor: I second that.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Now I'd entertain a motion to donate those to the Tennyson Elementary.

Roger Emmons: (Inaudible) there is a Resolution for the donation. It's Resolution 2017-10. A Resolution from the Board of Commissioners of Warrick County, Indiana regarding the donation of surplus, personal property to the Warrick County School Board. That's here for your consideration and signature.

Marlin Weisheit: Okay.

Roger Emmons: As well as attestation by the Auditor and approval as to legal form by Counsel.

Marlin Weisheit: So we just do it in a Resolution then, approve the Resolution?

Roger Emmons: I think that would be sufficient. Now they've got to send us a substantially identical Resolution agreement to accept. But they haven't done that yet, have they?

Joe Grassman: No.

Roger Emmons: Okay. Yeah, just need a motion to approve Resolution 2017-10.

Dan Saylor: I make a motion to approve 2017, or Resolution 2017-10.

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).

Joe Grassman: Okay, thank you.

(Resolution 2017-10, Surplus Donation, is located on Pages 70 through 71 of these Official Minutes)

NORTHCRAFT DEMOLITION
ASBESTOS INSPECTION WITH ENVIRONMENTAL MANAGEMENT CONSULTANTS

Joe Grassman: Second item…

Marlin Weisheit: (Inaudible) that was a Resolution (inaudible).

Joe Grassman: Is in reference to a household that is actually at the northeast corner of Coal Mine and Oak Grove. The house is a part of the Oak Grove Improvement Plan that will be eventually demolished by the, by INDOT. The first thing we have to do, which is required by INDOT is to have that building inspected for asbestos. I think Bobby may know, the last time we had it done, that it was reimbursed for it. But we've sort of historically used Environmental Management Consultants in the past. They've been one of those A+ vendors that do the job and are very competitive in their pricing. I would recommend using them to do this. Especially since I think they said they would keep whatever price, they did the same thing, we did the same thing at Bell Road and Oak Grove. And they did it then and they said, I talked to one (1) of the members of that organization. He said they would do it for the same price that they did at Bell about a year ago, and I think that was around five hundred dollars ($500.00) approximately.

Marlin Weisheit: I believe that's what it was too. That was on the Northcraft?

Joe Grassman: Yeah, it's, it's, well we call it the Northcraft house. I guess that must have been the owner.

Roger Emmons: That was the owner.

Marlin Weisheit: Okay. So we just need to approve the asbestos inspection?

Joe Grassman: Asbestos inspection by Environmental Management Consultants.

Marlin Weisheit: Okay. Somebody want to make a motion?

Dan Saylor: I make a motion to approve the asbestos environmental inspection for the Northcraft house for five hundred dollars ($500.00).

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).

(Environmental Management Consultants Contract is located on Pages 83 through X of these Official Minutes)

TRIM RECYCLING

Joe Grassman: The second issue regarding this same property is, and again as we relate to the Bell Road property we had done just about a year ago, we had that, we had a company called Trim Recycling come in and basically strip everything of any value that could be recycled, resold, or reused off the property, off the house. I've got some pictures of before and after if you'd like to see those. But they took everything including the rip rap on the side of the road. They took everything. And of course they do this at no cost to us as a County. And my, my selling point is that you know all the stuff is going to be reso...recycled, resold, or reused and it's not going in the landfill. I, I, to me, I don't see this to be anything more than a win-win situation for the County. So my proposal is to let Trim Recycling recycle, remove from the property recycle, resale, or reuse anything they can salvage from that property before it's demolished by the INDOT.

Marlin Weisheit: That's the same company we used before?

Joe Grassman: Yes, it is.

Marlin Weisheit: They did a good job.

Joe Grassman: They did a great job.

Marlin Weisheit: That worked out great. I'm all for it. Anybody have any questions on that? I'd entertain a motion.

Dan Saylor: I make a motion to allow Trim Recycling to do the removal of anything on the property as long as they are properly insured.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: (Inaudible).

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

Joe Grassman: Thank you.

(Trim Recycling Contract is located on Pages 82 through __ of these Official Minutes)

VETERANS OFFICE NEW AIR CONDITIONING QUOTES

Joe Grassman: The next item I have are some quotes, we took quotes to have the air conditioning unit and the heat, the old air handler in the Veteran's Office removed or replaced with new equipment. I issued six (6) invitations to quote. Had five (5) people at the walk through. Five (5) companies at the walk through and received two (2) quotes. So, I can't explain that, that's the way it works. I even reminded them mid last week that they were, that they were due today. So I'm going to open the two (2) quotes I did receive. And the first one (1) is from A+ Derr Heating and Cooling in Newburgh. Oh, and by the way, this is pursuant to Indiana Code 36-1-12-5 which states we are, you as a Board are required to award this contract or job to the lowest, most responsible, responsive bidder. So there's three (3) elements. There's the lowest price. Are they responsible? Which means are, do they normally do, are they, do they have a reputation to gaub...doing a good job and are they responsive? Have they, are they compliant with all the questions that, elements of the invitation to quote? Have they given me all that I've asked them to send? So this first item from A+ Derr, total amount, nine thousand three hundred and thirty-eight dollars ($9,338.00). I can briefly, I can check these (inaudible). Second bid from Broerman and Sons, Newburgh, Indiana. By the way the companies, I bid Broerman, A+ Derr, Andy West Heating and Cooling, Bradley's Heating and Air, Boonville Natural Gas, and Air Pros. That's the six (6) people that got invitations to bid. So from Broerman and Son, wow, three thousand nine hundred and eighty-three dollars ($3,983.00). Broerman's just did a job for us out at the Court Services Building. Very pleased with their work and the quality of the service and the equipment. So I value them as a responsible bidder. I would, I would recommend or suggest that you award them this project, subject to me going through and making sure that they were compliant with all the information I required of them. And it looks like they were.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: It's just a big difference.

Bob Johnson: I was just wondering if we're comparing apples to apples.

Dan Saylor: Yeah.

Joe Grassman: They, they all received an invitation to quote which has specific specifications and scope (inaudible). So they all read the same thing.

Dan Saylor: (Inaudible).

Bob Johnson: Did they all quote the same tonnage? Or whatever it is?

Joe Grassman: Yes. Set, well my, in my words, set a new three and a half to four ton (3 ½-4), thirteen to thirteen point five (13-13.5) (inaudible) AC unit with heat pump onto a new pad, blah, blah, blah. So yeah they're all...

Marlin Weisheit: They done a good job out at the Court Services Building.

Joe Grassman: They did a great job.

Roger Emmons: They did.

Bob Johnson: I'm good.

Roger Emmons: I don't think that the difference is that unusual given who the quotes are from. Especially the large one (1). I just think perhaps they're too busy and they really highballed because they weren't that interested in helping Joe out.

Marlin Weisheit: I'd entertain a motion.

Bob Johnson: I make a motion to go with Broerman quote for thirty-nine hundred eighty-three dollars ($3,983.00).

Marlin Weisheit: As long as it meets his terms?

Bob Johnson: That meets your terms.

Marlin Weisheit: Okay.

Dan Saylor: I second.

Marlin Weisheit: All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Joe Grassman: Okay.

Marlin Weisheit: Do I have an 'Aye' from you?

Dan Saylor: Yes.

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

Joe Grassman: Thank you.

(Broerman and Sons HVAC Contract is located on Pages 71 through 74 of these Official Minutes)

DECLARING ELECTRONICS SURPLUS FOR DISPOSAL

Joe Grassman: Finally, the last thing I have is your approval to contact C & I Recycling in Evansville and have them come to Boonville. And I think I sent you all, I can give you if you need it, pictures of all the stuff we have, electronics.

Marlin Weisheit: Yeah.

Joe Grassman: This is business equipment that's no longer of any value or just completely defective. We used, we've done this, I don't know, what? Two (2) or three (3) times? Four (4) times?

Marlin Weisheit: Yeah, time to clean it up again, isn't it, Joe?

Joe Grassman: Yeah. Yeah.

Marlin Weisheit: Appreciate it, Joe.

Joe Grassman: And they do a good job, and they're very, they're very reasonable on their prices also. So I ask that you would allow them, allow me to contact them to set up another, I call it a (inaudible).

Marlin Weisheit: We need to do a motion or just a consensus?

Roger Emmons: Well, are all of these, are there any, the new electronics that are, that need to be declared surplus?

Joe Grassman: All these need to be declared surplus.

Roger Emmons: Oh, okay.

Marlin Weisheit: Okay.

Roger Emmons: So that's your first step to declare the...

Marlin Weisheit: You have a list I guess? Are they all down in the hallway in the old JC?

Joe Grassman: They're all over the place.

Roger Emmons: They are.

Joe Grassman: But we're going to try, we're going to try to consolidate them somewhat when we get ready to have C & I come and pick them up.

Joe Grassman: Actually, actually...

Marlin Weisheit: We could just declare the list surplus that Joe has, don't you think?

Roger Emmons: I think so.

Marlin Weisheit: There's several, but all elect...all surplus electronics to be declared surplus that's in this list?

Joe Grassman: Yes.

Marlin Weisheit: Or do you have anything outside this list, or do you think everything on this list.

Joe Grassman: Oh, there might be a few things that you know come up last minute which you can't predict. But we usually, they usually you know, I mean we usually just have them take it anyway.

Marlin Weisheit: Yeah. Would we be okay Counsel if we just go, declare all electronics that's out of use...

Dan Glass: I do think you're going to need a Resolution to declare.

Marlin Weisheit: You think we need a Resolution?

Roger Emmons: We've never needed a Resolution before to declare a surplus that I recall.

Dan Glass: If it's...

Roger Emmons: Do you remember?

Dan Glass: If it's surplus and you're giving it away...?

Marlin Weisheit: We're actually, this is electronics, we have to dispose of properly I guess.

Bob Johnson: Yeah, it's different.

Dan Glass: Well, let's not call it surplus. Is it junk?

Marlin Weisheit: It's junk.

Dan Glass: Let's call it junk.

Roger Emmons: Well, he's correct. Indiana Code does mention you can just declare junk items surplus.

Marlin Weisheit: I'd entertain a motion that we do that then. We just surplus all junk electronic equipment. Will that work? We'll put the word junk in won't we, Bob?

Bob Johnson: We will.

Marlin Weisheit: Okay.

Bob Johnson: I make a motion to get rid of all the junk that Joe's got listed here.

Joe Grassman: (Inaudible).

Marlin Weisheit: That's per your list?

Joe Grassman: Yeah.

Marlin Weisheit: Okay. So we've got a motion for all of the, Joe's got a list here, all of the junk electronic surplus equipment in the County. Do I have a second?

Bob Johnson: Wanna be sure...

Dan Saylor: Second.

Marlin Weisheit: I'm okay with that.

Bob Johnson: Okay.

Marlin Weisheit: Something might get thrown in there that we might not want thrown away I don't know. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. (Motion carried 3-0). I think we've got it surplused now. Or declared junk. I better clear (inaudible).

Roger Emmons: There you go.

Marlin Weisheit: Now what do you need to do? Do we need just a consensus for him to bring this company up to pick it up? Or do you need a motion on that.

Roger Emmons: Well, motion will be in the record, or the minutes so I don't see a problem with that.

Marlin Weisheit: What's the company's name?

Joe Grassman: C & I Recycling.

Marlin Weisheit: C & I Recycling. Would somebody like to make that motion?

Dan Saylor: I make a motion to have C & I Recycling come and pick up all our surplus junk.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

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

Joe Grassman: Thank you.

Marlin Weisheit: You want your list back?

Joe Grassman: If you want it, I have several copies of it.

Marlin Weisheit: Roger, you want to keep a copy?

Roger Emmons: Yeah, that'd be great.

Marlin Weisheit: Okay.

Bob Johnson: Wanna check these off as they pick them up?

COUNTY SHERIFF
AIR CARDS CONTRACT WITH VERIZON

Marlin Weisheit: Alright, Sheriff, you're on borrowed time. We're five (5) minutes over, but we'll take time for you today as well.

Brett Kruse: The Verizon Air Cards, there's, there are forty (40) on, I think you guys got a copy of the purchase order and contract. There are forty (40) on there. I believe four (4) of them are actually for Court Services next door.

Marlin Weisheit: Okay.

Brett Kruse: And we want to switch, currently we're with Sprint. We want to switch back to Verizon. We were with them, I believe two (2) years ago. It's a dollar and forty eight cents ($1.48) a month more to go back to Verizon. But it is a whole lot better coverage for the computers in the cars, and it's a County contract so I wanted to make sure it got your signature on it.

Marlin Weisheit: Somebody want to make a motion to approve the Sheriff's contract on the, going from Sprint to Verizon on forty (40) of his air cards?

Dan Glass: I don't think, I don't think we have a contract.

Roger Emmons: No, it's GSA-Federal Supply Schedule Purchase Order.

Marlin Weisheit: Purchase order, okay.

Dan Glass: (Inaudible).

Brett Kruse: So you're telling me I could have signed this?

Dan Glass: I think what I'm saying is if you accept the purchase order as agreed to your request for bid or purchase order. And then I'm sure there'll be a contract that will come after that to sign that has the terms...

Roger Emmons: Well, they reference a contract number.

Dan Glass: Yeah.

Marlin Weisheit: Debbie, you see any problems with this? I'm...

Debbie Stevens: I'm not your Counsel. They probably need to take a look at the contract.

Brett Kruse: Was that forwarded? I thought Sherry (inaudible).

Marlin Weisheit: Todd probably got that, didn't he, Roger?

Roger Emmons: The only thing I got was the purchase order. I got two (2) copies of the purchase order. Both dated March 21st.

Dan Glass: Yes, (inaudible).

Marlin Weisheit: I think that would clear it up.

Bob Johnson: I make a motion to approve the air, purchase of the air cards for the Sheriff's contract with Verizon.

Marlin Weisheit: Pending Counsel approval?

Bob Johnson: Pending Counsel approval.

Dan Saylor: I second that.

Marlin Weisheit: Have a motion and a second. All in favor say, aye. Aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thank you. Thank you, Sheriff. Anything else?

(Verizon Air Card Purchase Order/Contract is located ~~on Pages __ through __ of these Official Minutes~~) on file in Auditor's Office. KG 6-12-2017

E911 UPDATE

Brett Kruse: And then the 911 Phone System, we, we need to do something on that.

Marlin Weisheit: Yes.

Brett Kruse: And I believe, is it May?

Marlin Weisheit: May.

Brett Kruse: May?

Marlin Weisheit: It expires, yes.

Brett Kruse: Okay, the current contract, and then we will have to start paying a monthly maintenance agreement. And I know I talked to Commissioner Saylor the other day. I didn't know if you guys had any more questions on it. Actually, the, the quarterly payment is a lease purchase on equipment along with the maintenance.

Marlin Weisheit: So there'll be maintenance be added to that that we're not paying now?

Brett Kruse: No, no the quarterly purchase, I'm sorry, the quarterly payment covers the lease purchase of the new equipment plus the maintenance agreement.

Marlin Weisheit: Okay.

Brett Kruse: If we just do a maintenance agreement, the problem with just doing maintenance agreement, and I know it sounds cheaper, if you can't fix it…?

Dan Saylor: It doesn't include the equipment, okay.

Brett Kruse: Right, and, and it's the same, we're at the same place with it that we were at with the radio system. It's end of life, no longer supported. So if it goes down and they can find the parts to fix it, they'll fix it. But if they can't…

Dan Saylor: The questions I had on it, he answered and it all makes sense and …

Marlin Weisheit: Roger, do we need to make a motion to approve that contract prior to taking it to County Council? I mean I've been keeping Council informed on what's coming.

Roger Emmons: Well…

Marlin Weisheit: I mean it's paid out of E911 I think, isn't it?

Roger Emmons: In the past, they've stated that yeah it would be. They've frowned on the Board approving contracts before the funding is in place.

Marlin Weisheit: Okay.

Roger Emmons: We're pretty close to what we're paying now aren't we Sheriff?

Marlin Weisheit: It's a little less.

Brett Kruse: It, it went up a little didn't it?

Marlin Weisheit: No, it went down just a tad on that second one (1). And then they was going to throw in the phones too.

Brett Kruse: Yeah, they are going to put new phones in with what they added. And, and I don't, it's gone back and forth so many times. I don't know if it's a little more or a little less.

Marlin Weisheit: It's basically the same as it's been the last ten (10) years.

Dan Saylor: It's been pretty close.

Marlin Weisheit: Yeah, so. Gotta have a dispatch center don't ya? Gotta have equipment.

Brett Kruse: We have to have those 911.

Roger Emmons: It's over twenty-nine thousand ($29,000.00) a quarter, isn't it?

Brett Kruse: I'm sorry?

Roger Emmons: Little over twenty-nine thousand ($29,000.00) per quarter?

Brett Kruse: I don't remember the exact figure, what it is.

Roger Emmons: I didn't bring…

Dan Saylor: I didn't bring mine either.

Marlin Weisheit: Mine's laying right here, I mean I got it right here.

Brett Kruse: I just want to make sure that we don't drop the ball on it.

Marlin Weisheit: Yeah.

Dan Saylor: Yeah.

Brett Kruse: Cause if it goes and it's that time of year.

Marlin Weisheit: Roger, let's make sure that's on the agenda for Council Meeting next, I mean, I think Krystal's already aware of that…

Roger Emmons: Yeah.

Marlin Weisheit: But, so.

Brett Kruse: For Thursday?

Marlin Weisheit: Yeah.

Brett Kruse: Okay, and I'll be there also. I'll try to, if, Roger, are you gonna have all those figures…?

Roger Emmons: I guess.

Brett Kruse: On that maintenance agreement?

Roger Emmons: Yes.

Marlin Weisheit: Okay.

Brett Kruse: I'm sorry.

Debbie Stevens: Council (Inaudible).

Brett Kruse: Okay, yeah. Whenever it is.

Marlin Weisheit: Yeah, they moved it to the second week, okay. Yeah.

Brett Kruse: Okay, thank you.

Marlin Weisheit: Thank you, Sheriff.

COMMISSIONERS ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson, you have anything else?

Bob Johnson: Nothing.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: I do not.

Marlin Weisheit: Anybody else? I'd entertain one (1) more motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Meeting adjourned.

ADJOURNMENT: Meeting adjourned at 5:11 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

CONTRACT FOR GRANT ADMINISTRATIVE SERVICES

by and between the

Warrick County, INDIANA

and the

ECONOMIC DEVELOPMENT COALITION OF SOUTHWEST INDIANA

THIS CONTRACT, entered into as of the 27th day of March, 2017, by and between **Warrick County** (hereinafter referred to as the **Town** or **Grantee**), and **Economic Development Coalition of Southwest Indiana,** (hereinafter referred to as **COALITION** or **Contractor**).

WHEREAS, the **Grantee** has successfully entered into a Community Development Block Grant ("CDBG") Program grant agreement with the Indiana Office of Community and Rural Affairs ("OCRA"), under the provisions of the Housing and Community Development Act of 1974, as amended, in connection with the Warrick Historic Jail Historic Preservation Grant, Grant Agreement PL-16-105 ("Grant Agreement"); and

WHEREAS, the **Grantee,** is now undertaking certain activities necessary for the administrative, labor standards and environmental review services of projects situated in the **County**, and;

WHEREAS, the **Grantee** desires to engage **COALITION** to render certain assistance in connection with such undertakings in the **Grantee's** jurisdiction;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. **SCOPE OF SERVICES:** **COALITION** shall perform all necessary services under this contract in connection with and respecting the **Grantee's** obligations under the CDGB Program grant agreement with Indiana OCRA referred to above, including without limitation performing the following as determined by the **Grantee,** in a satisfactory and proper manner:

1. Grant Administration Services:

COALITION shall be responsible for the following grant administration services:

a. **COALITION** shall assist the **Grantee** in establishing project policies and procedures.

b. **COALITION** shall recommend courses of action to the **Grantee** for implementation of project activities.

c. **COALITION** shall supervise the project, as the **Grantee's** representative, with the contractors on the project.

d. **COALITION** shall maintain all the **Grantee's** records as required by grant conditions.

e. **COALITION** shall prepare request for funds and status of funds reports for submission to the Indiana Office of Community and Rural Affairs, as required.

f. **COALITION** shall assist the **Grantee** in maintaining a separate bookkeeping system, as required by the Indiana Office of Community and Rural Affairs.

g. **COALITION** shall assist the **Grantee** in preparing for audits as required by the Indiana Office of Community and Rural Affairs and the Indiana State Board of Accounts.

h. **COALITION** shall process payment requests with:
   i. Grantee
   ii. Clerk Treasurer
   iii. Indiana Office of Community and Rural Affairs

i. **COALITION** shall set up and maintain all Financial Record keeping books.

j. **COALITION** shall prepare and process all reports required by IOCRA.

k. **COALITION** shall meet with the **Grantee** and State Board of Accounts for final audit;

l. **COALITION** shall assist the **Grantee** and make recommendations in meeting all Civil Rights Requirements, including any law referred to in pages 6-14 of this Agreement;

m. **COALITION** shall perform any other actions that may be necessary from time to time, as determined by the **Grantee**, and as related to this project and in connection with such laws referred to pp. 6-14 of this Agreement. Without limiting the foregoing, the parties agree that **COALITION** shall perform all actions required of **Grantee** in that certain State Community Development Block Grant Program Planning Grant Agreement, EDS # A192-17-PL-16-105, attached hereto as Exhibit A and made a part hereof (the "Grant Agreement").

B. **TIME OF PERFORMANCE:** The grant administration services of **COALITION** are to commence when the Indiana Office of Community and Rural Affairs authorizes the **Grantee** to incur cost for said services. The services shall be undertaken and completed in such sequence as to assure the expeditious completion of the project; but in any event all of the services required hereunder shall be completed in a timely manner as required by the Indiana Office of Community and Rural Affairs.

C. **COMPENSATION:** This Contract is between **Grantee** and IOCRA ("Grant Agreement"). No monies or compensation are due or payable until and unless the **Grantee** and IOCRA execute the Grant Agreement.

Subject to a receipt of a requisition for payment from **COALITION** and amount requisitioned is in conformance with terms of this contract, the **Grantee** and **COALITION** hereby agree that the fees paid to **COALITION** will be in the following manner:

1. Grant Administration Services Compensation:
COALITION shall be paid a fixed price fee of **$1,800.00** for all services related to the grant administration activities of the IOCRA grant. The fee includes the project management cost, bookkeeping, salaries, supplies and all general overhead expenses, such as, phone, travel cost, insurance, and postage. The payment schedule to COALITION will be as follows:

Payment Due	Amount
Upon Grant Award	$ 900.00
Upon Completion of Plan	$ 900.00
TOTAL	**$ 1,800.00**

The above fee payment schedules include all costs to be incurred by **COALITION.** Upon depletion of the earmarked funds for administrative, environmental review services, and labor standards, **COALITION** will curtail the submission of claims and will continue to operate the program until the project has been audited and closed out by the Indiana Office of Community and Rural Affairs and the Indiana State Board of Accounts.

D. **RESPONSIBILITY:** At all times, the **Grantee,** including all its Departments, are legally responsible for the execution of the grant agreement with the Indiana Office of Community and Rural Affairs.

E. **CHANGES:** The **Grantee** may, from time to time, request that changes in the scope of services of this contract be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and

between the **Grantee** and **COALITION** shall be incorporated in a written addendum to this contract. **COALITION** may request a change in the maximum amount payable by the **Grantee** in the event **COALITION** believes that such maximum amount does not provide just compensation for services provided hereunder, however, the **Grantee** shall be under no obligation to agree to a request in the change in the maximum amount payable. Any changes in the maximum amount payable by the **Grantee** which are mutually agreed upon by and between the **Grantee** and **COALITION** shall be incorporated in a written addendum to this contract.

F. **PERSONNEL:** **COALITION** represents that it has, or will secure all personnel required in the performance and execution of services under this contract. All services required hereunder will be performed by **COALITION** and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

G. **ASSIGNABILITY:** **COALITION** shall not assign any interest of this Contract, nor transfer any interest in the same (whether by assignment or notation), without the prior written consent of the **Grantee** thereto; provided however, that claims for money by **COALITION** from the **Grantee** under this Contract may be assigned to a bank, trust company, or other financial institutions without such approval from the **Grantee.**

H. **FINDINGS CONFIDENTIAL:** All of the reports, information, data, etc., prepared or assembled by **COALITION** under this Contract, are confidential and **COALITION** agrees that they shall not be made available to any individual or organization without prior written approval of the **Grantee**, unless required to be provided without the **Grantee's** consent pursuant to Indiana's Open Door Laws

I. **COPYRIGHT:** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of **COALITION.**

J. **COMPLIANCE WITH LOCAL LAWS:** **COALITION** shall comply with all applicable laws, ordinances and code of the Federal, State and Local governments, including without limitation, all laws and codes referred to in pages 6-14 of this Agreement.

K. **TERMINATION:** This Contract shall continue for the duration of the Grant Agreement, and may be terminate by the **Grantee** or **COALITION** only upon a material breach of the other. Notice of such termination shall be in writing, and termination shall not be effective until the expiration of a thirty (30) day cure period, or such shorter time as may be required in order to comply with all requirements of the Planning Grant Agreement. If the Contract is terminated by the **Grantee** as provided herein, **COALITION** will be paid for the services provided and expenses incurred up to the termination date. In the event of a termination of this contract by either **COALITION,** or **Grantee, COALITION**

shall turn over to the **Grantee** in a timely manner, all records and documents relating to this contract and the project.

L. **INDEMNIFICATION: COALITION** HEREBY AGREES TO INDEMNIFY **GRANTEE** AND SAVE **GRANTEE** HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITY, FINES, ORDERS, JUDGMENT AND EXPENSES ARISING OUT OF **COALITION'S** PERFORMANCE OF (OR FAILURE TO PERFORM) THIS CONTRACT. LIKEWISE, **GRANTEE** HEREBY AGREES TO INDEMNIFY **COALITION** AND SAVE **COALITION** HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITY, FINES, ORDERS, JUDGMENT AND EXPENSES ARISING OUT OF **GRANTEE'S** PERFORMANCE OF (OR FAILURE TO PERFORM) THIS CONTRACT.

IN WITNESS WHEREOF, the **Grantee** and **COALITION** have executed this Contract as of the date first written above.

ATTEST:

Deborah K. Stevens, Auditor

Warrick County

Marlin Weisheit, President Warrick County Commissioners

ATTEST:

Carol Hagedorn
Vice President Community Development

Economic Development Coalition of Southwest Indiana

J. Gregory Wathen
President/CEO

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS
CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Federal Regulations, Federal contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional servicest or construction work, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate 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, notices to be provided setting forth the provisions of this nondiscrimination.

B. 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 considerations for employment without regard to race, color, religion, sex or national origin.

C. 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said 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 government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprises in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or.

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Act of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
F. The contractor will include the provisions of this section in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

9. Fair Housing Amendments Act of 1988 (as applicable):
The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:
The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:
The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:
The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local customs, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):
A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:
Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:
(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.
B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.
C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.
E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):
The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:
(a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
(b) Any member of his/her immediate family;
(c) His or her partner; or
(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.
No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:
Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct the failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):
If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):
The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by

grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:
The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Employ Necessary Personnel Resources:
A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.
B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services selected hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:
The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:
The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:
No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:
The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):
Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during the federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:
a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.
25. Compliance with Davis-Bacon Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.
26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.
27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):
In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.
28. Conservation:
In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).
29. Drug-Free Workplace Requirements:
In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

EXHIBIT A

STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PLANNING GRANT AGREEMENT

See following pages.

STATE OF INDIANA—OFFICE OF COMMUNITY AND RURAL AFFAIRS
STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PLANNING GRANT AGREEMENT
EDS # A192-17-PL-16-105
CONTRACT #0000000000000000000000019074

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Office of Community and Rural Affairs (the "State") and WARRICK COUNTY (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds

The purpose of this Grant Agreement is to enable the State to award a grant of $16,200.00 to the Grantee for eligible costs of the services or project (the "Project") described in **Exhibits A** and **B** of this Grant Agreement, which are incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code §§4-4-9.7-6 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project

A. The Grantee shall implement and complete the Project in accordance with **Exhibit A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a **semi-annually** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term

This Grant Agreement commences on March 1, 2017 with a project completion date of April 30, 2018 and shall remain in effect through April 30, 2019. Unless otherwise provided herein, it may be extended or renewed upon the written agreement of the parties and in conformance with IC §5-22-17-4, and as permitted by the state or federal law governing this Grant.

5. Grant Funding

A. The State shall fund this grant in the amount of $16,200.00. The approved Project Budget is set forth as Exhibit B of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims

A. If advance payment of all or a portion of the grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC §4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted in accordance to **Exhibit B**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the

Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Exhibit A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. The Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330. If required by applicable provisions of 2 C.F.R.200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.*

9. Compliance with Laws

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. If the Grantee has knowledge, or

would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this grant. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC §5-22-3-7:
(1) The Grantee and any principals of the Grantee certify that:
(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
(i) IC §24-4.7 [Telephone Solicitation Of Consumers];
(ii) IC §24-5-12 [Telephone Solicitations]; or
(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
(B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

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

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

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

10. Drug-Free Workplace Certification

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

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

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

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

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

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

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation

program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. Governing Law

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and

Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

15. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Adam Moschell, Program Manager
Grant Services, Community and Rural Affairs
1 N. Capitol Ave., Suite 600
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Martin Weisheit, Commissioner
Warrick County
107 W. Locust Street, Suite 301
Boonville, IN 47601

C. As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling

document described in paragraph 20, below; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) exhibits prepared by Grantee.

18. Termination for Breach

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal grant / contract provisions attached as Exhibit(s) C and incorporated fully herein.

21. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

1. Terms
2. Claims

Non-Collusion, Acceptance

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

Agreement to Use Electronic Signatures
I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://ic85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

WARRICK COUNTY
Affairs

By:
Title: Marlin
Date: Weisheit Digitally signed by Marlin Weisheit Date: 2017.03.06 15:43:16 -06'00'

Indiana Office of Community and Rural

By:
Title: William S. Konyha
Date: Digitally signed by William S. Konyha DN: cn=William S. Konyha, o=Office of Community and Rural Affairs, ou=OCRA, email=wkonyha@ocra.in.gov, c=US Date: 2017.03.07 08:42:12 -05'00'

Electronically Approved by: Department of Administration By: (for) Jessica Robertson, Commissioner *Refer to Electronic Approval History found after the final page of the Executed Contract for details.*	
Electronically Approved by: State Budget Agency By: (for) Jason D.Dudich, Director *Refer to Electronic Approval History found after the final*	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Curtis T. Hill, Jr., Attorney General *Refer to Electronic Approval History found after the final*

page of the Executed Contract for details.	*page of the Executed Contract for details.*

EXHIBIT A

PROJECT DESCRIPTION

1. **IDENTIFY THE NATIONAL OBJECTIVE TO BE ADDRESSED AS A RESULT OF THIS PROJECT:**

   SLUM/BLIGHT SPOT BASIS

2. **IDENTIFY THE NUMBER OF INDIVIDUALS BENEFITING AS A RESULT OF THIS PROJECT**

   TOTAL BENEFICIARIES: 59,689

   TOTAL LOW/MOD BENEFICIARIES: 14,606

3. **DESCRIBE THE PROPOSED ACTIVITY DESIGNED TO ADDRESS THE COMMUNITY'S NEEDS AS SPECIFIED IN THE APPLICATION. QUANTIFY IF POSSIBLE.**

   Warrick County will work with Hafer Associates to design a Historic Preservation Plan for the Warrick Historic Jail located at 124 E. Main Street in Boonville, Indiana. The plan will be completed adhering to Community Development Block Grant and the Indiana Office of Community and Rural Affairs (IOCRA) Guidelines and outline specific elements for Historic Preservation Plans.

   The plan will determine the next steps to preserve the building. Information will be presented in areas such as introduction/executive summary, current conditions, recommendations, implementation, alternatives and a summary. Specifications on materials or products, drafts of proposed ordinances, timeframes, and mechanisms for evaluation with plans for updating will be included. Recommendations about the necessary improvements will be in compliance with the Secretary of the Interior's standards for rehabilitation.

Exhibit B

PROJECT BUDGET AND COST SHARING SCHEDULE

Grantee Name: Warrick County **Grant Number:** PL-16-105

ITEM #	ACTIVITY DESCRIPTION	CDBG FUNDS	%	LOCAL FUNDS	%	OTHER FUNDS	%	TOTAL FUNDS	%
20	Planning	$16,200.00	100	$0.00	0	$0.00	0	$16,200.00	90
21A	General Program Administration	$0.00	0	$1,800.00	100	$0.00	0	$1,800.00	10
	TOTAL	$16,200.00	90	$1,800.00	10	$0.00	0	$18,000.00	100

Cost Sharing Schedule: Grantee shall expend federal CDBG funds on a pro-rata basis for Project costs incurred as determined by the percentage distribution shown in each line item of the budget found in this Grant Agreement. The State will disburse grant funds under the percentage distribution, or maximum line item amount specified, whichever is less. Any unexpended grant funds will be de-obligated at the Expiration Date of this Grant Agreement.

Pursuant to Ind. Code § 4-13-2-20, up to 60% of this award may be drawn in advance upon Grantee's successful completion of the Release of Funds process. A final draw of the remaining award will be available upon submission and approval of the final plan.

Exhibit C

In accordance with the rules governing the administration of federal programs the following information is provided to the Grantee for tracking of federal funds, and to allow State or Federal examiners to identify the origin of federal funding:

CFDA No.:	14.228
TITLE:	State Administered CDBG Program
AWARD NO.:	PL-16-105
FEDERAL AGENCY:	U.S. Housing & Urban Development (HUD)
STATE:	Office of Community and Rural Affairs (OCRA)

Electronic Approval History

	User ID	Approver Name	Date/time	Description
1	1024550	Moss Mark L	03/07/2017 9:05:13AM	Agency Fiscal Approval
2	2034380	Redding Sandra D	03/07/2017 11:33:35AM	ODA Legal Approval
3	7302233	Butler Trevor Scott	03/07/2017 3:02:43PM	OBA Approval
4	4233507	Davidson Alida A	03/08/2017 8:12:44AM	Attorney General Approval
5	2291734	Crane Emily Lynn	03/10/2017 10:51:14AM	Attorney General Approval

AIA Document B104™ – 2007

***Standard Form of Agreement Between Owner and Architect** for a Project of Limited Scope*

AGREEMENT made as of the Twenty Seventh day of March in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Warrick County Commissioners
107 W. Locust Street
Courthouse, Room 301
Boonville, IN 47601

and the Architect:
(Name, legal status, address and other information)

Hafer, PSC
21 SE Third Street
Suite 500
Evansville, IN 47708

for the following Project:
(Name, location and detailed description)

Warrick County Jail Preservation Plan
100 IN-62
Boonville, IN 47601
Field investigations and analysis of existing architectural, mechanical, electrical and additional consulting design investigations as required by the project to produce a final report for the Warrick County Commissioners detailing necessary requirements for the historic preservation of the Warrick Historic Jail.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

As detailed in attached Exhibit A - "Proposal - Professional Design Services, Warrick Historic Jail Preservation Plan Grant"..

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

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the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

(Paragraphs Deleted)

(Paragraphs Deleted)

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and

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User Notes:

scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Init. / 5

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Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by,

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mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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7

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Total, Not to Exceed, Lump Sum fee of $16,200.00 (Sixteen Thousand, Two Hundred Dollars and Zero Cents).

(Paragraphs Deleted)

(Table Deleted)

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8

(Paragraphs Deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

(Table Deleted)

§
11.10.1 Payments for Services shall be made as follows:
(Paragraphs Deleted)

60% within 6 (six) months of the
(Paragraphs Deleted)

Release of Funds by the
(Paragraph Deleted)

Indiana Office of Community and Rural Affairs.

(Paragraphs Deleted)

40% upon plan approval by the Indiana Office of Community and
(Paragraph Deleted)

Rural Affairs as well as
(Paragraph Deleted)

a passed resolution of the Warrick County Commissioners indicating the plan has been finalized.

(Paragraphs Deleted)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

(Paragraph Deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

As specified in Exhibit C - "Federal and State Third-Party Contract Provisions".

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A - Hafer "Proposal - Professional Design Services, Warrick Historic Jail Preservation Plan Grant" including Attachment A, "Hafer Elements of the Plan Work Sheet".
Exhibit B - "Preliminary Scope of Work.
Exhibit C - "Federal and State Third-Party Contract Provisions".

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9

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Merlin Weisheit, President, Warrick County Commissioners	David Willis, Principal
(Printed name and title)	*(Printed name and title)*

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PAGE 1

Warrick County Commissioners
107 W. Locust Street
Courthouse, Room 101
Boonville, IN 47601

...

Hafer, PSC
21 SE Third Street
Suite 800
Evansville, IN 47708

...

Warrick County Jail Preservation Plan
100 IN-62
Boonville, IN 47601
Field investigations and analysis of existing architectural, mechanical, electrical and additional consulting design inv estigations as required by the project to produce a final report for the Warrick County Commissioners detailing nece ssary requirements for the historic preservation of the Warrick Historic Jail.

PAGE 2

As detailed in attached Exhibit A - "Proposal - Professional Design Services, Warrick Historic Jail Preservation Plan Grant".

PAGE 3

~~§ 3.4 CONSTRUCTION PHASE SERVICES~~

...

~~§ 3.4.1 GENERAL~~

...

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~~§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, these modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~

...

~~§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work; nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.~~

...

~~§ 3.4.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.~~

...

...

.

...

~~§ 3.4.2 EVALUATIONS OF THE WORK~~

...

~~§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.~~

...

~~§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.~~

...

~~§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

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...

~~§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.~~

...

~~§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

...

~~§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR~~

...

~~§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.~~

...

~~§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used moneys previously paid on account of the Contract Sum.~~

...

~~§ 3.4.4 SUBMITTALS~~

...

~~§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.~~

...

~~§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be~~

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~~entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.~~

...

~~§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.~~

...

~~§ 3.4.5 CHANGES IN THE WORK~~

...

~~The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.~~

...

~~§ 3.4.6 PROJECT COMPLETION~~

...

~~The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, issue Certificates of Substantial Completion, receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.~~

...

~~ARTICLE 4 ADDITIONAL SERVICES~~

...

~~§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.5, value analysis, quantity surveys, interior architectural design, planning of tenant or commercial spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast track design services, and any other services not otherwise included in this Agreement.~~

...

~~*(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)*~~

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...

~~§ 4.2 Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.~~

...

~~§ 4.2.1 The Architect has included in Basic Services ( ) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

...

~~§ 4.2.2 The Architect shall review and evaluate Contractor's proposals and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.~~

...

~~§ 4.2.3 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

PAGE 4

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as ~~structural, mechanical, and chemical tests, tests for air and water pollution,~~ and tests for hazardous materials.

...

~~§ 5.6 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.~~

...

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall ~~obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.~~

PAGE 6

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 8

Total, Not to Exceed, Lump Sum fee of $16,200.00 (Sixteen Thousand, Two Hundred Dollars and Zero Cents).

...

~~§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:~~

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(3R9ADA10)

...

~~*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*~~

...

~~§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:~~

...

~~*(Insert amount of, or basis for, compensation.)*~~

...

~~§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:~~

...

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

...

~~Design Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

PAGE 9

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

...

~~§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

...

~~*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*~~

...

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§ 11.10 PAYMENTS TO THE ARCHITECT

...

~~Employee or Category~~ **Rate**

...

~~§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES~~

...

~~§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project,~~ **11.10.1** Payments for Services shall be made as follows:

...

~~.1 Transportation and authorized out-of-town travel and subsistence;~~

...

~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~

...

~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~ (60% within 6 (six) months of the

...

~~.4 Printing, reproductions, plots, standard form documents;~~

...

~~.5 Postage, handling and delivery;~~

...

~~.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~ Release of Funds by the

...

~~.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~

...

~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~ Indiana Office of Community and Rural Affairs.

...

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~~.9 All taxes levied on professional services and on reimbursable expenses;~~

...

~~.10 Site office expenses; and~~

...

~~.11 Other similar Project related expenditures.~~

...

~~§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.~~ 40% upon plan approval by the Indiana Office of Community and

...

~~§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE~~

...

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~ Rural Affairs as well as

...

~~§ 11.10 PAYMENTS TO THE ARCHITECT~~

...

~~§ 11.10.1 An initial payment of ($) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~ a passed resolution of the Warrick County Commissioners indicating the plan has been finalized.

...

~~§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

~~*(Insert rate of monthly or annual interest agreed upon.)*~~

...

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of delays in~~

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~~invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~

...

~~(Insert rate of monthly or annual interest agreed upon.)~~

...

~~§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Architect.~~

...

~~§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

...

As specified in Exhibit C - "Federal and State Third-Party Contract Provisions".

...

Exhibit A - Hafer "Proposal - Professional Design Services, Warrick Historic Jail Preservation Plan Grant" including Attachment A, "Hafer Elements of the Plan Work Sheet".
Exhibit B - "Preliminary Scope of Work.
Exhibit C - "Federal and Sate Third-Party Contract Provisions".

PAGE 10

Marlin Weisheit, President, Warrick County Commissioners

David Wills, Principal

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, David Wills, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:11 on 01/20/2017 under Order No. 0224464433 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ - 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

PRINCIPAL
(Title)

3·30·2017
(Dated)

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HAFER
architects • designers • engineers

Exhibit A

December 3, 2016

Mr. Don Williams
President, Warrick County Commissioners
107 W. Locust Street
Courthouse, Room 301
Boonville, IN 47601

Re: Proposal – Professional Design Services
Warrick Historic Jail Preservation Plan Grant

Mr. Williams

Thank you. We are pleased to have been selected for this important preservation effort. Hafer enjoys our preservation projects and are excited for this opportunity. Following, documents our understanding of the work required and our proposal to accomplish it.

PROJECT SCOPE & SCHEDULE

Carol Hagedorn, Vice President Community Development for the Economic Development Coalition of Southwest Indiana has recommended that the plan requirements enumerated in the rfp should each be addressed in the Preservation Plan we prepare. I have attached a summary of those items (attachment A) and the hours estimated to complete each task. She also offered the following schedule, the plan is to submit the grant application by the end of December. The County should receive feedback from OCRA regarding the grant application by the end of January. It will take approximately six to eight weeks after notification of grant award to secure the appropriate documentation from the State. At that time the work can commence. The entire plan will be due back to the OCRA office within ten months of grant award at which time the plan will be reviewed, feedback will be provided by OCRA, necessary updates will be addressed and a final public hearing will be conducted.

PROJECT RESPONSIBILITIES

Hafer will provide all required professional design services for this work. Anticipated services include architectural, mechanical and electrical engineering. Structural engineering and landscape design may also be required. All materials will be presented in professional and consistent format.

21 SE Third Street, Suite 800, Evansville, IN 47708 • Phone 812.422.4167 • Fax 812.421.6776
101 E Second Street, Suite 101, Owensboro, KY 42303 • Phone 270.926.1331 • Fax 270.684.4456
haferdesign.com

PROFESSIONAL FEE PROPOSAL

For this work, we request a lump sum fee of $16,200 as noted on the attached summary.

Hafer will print six (6) copies of the final report. We will also furnish a pdf file of the report for your use. No other cost in excess of the proposed fee will be billed.

Upon acceptance of this proposal, we will complete an Owner/Architect agreement (AIA document B104) to serve as the contract. We can begin work as scheduled.

I trust this letter adequately outlines our proposal. Thank you for this opportunity. I appreciate your consideration. I am available to answer any questions and would welcome the opportunity to discuss this information in detail.

Warmest Regards,

David G. Wills, AIA, LEED AP
Principal

Proposal Acceptance

Your signature indicates acceptance of the proposal document as defined above and in Attachment A unless expressly modified in writing.

ACCEPTED BY:

HAFER	WARRICK COUNTY COMMISSIONERS
By:	By: Marlin Weisheit
Print Name: DAVID G. WILLS	Print Name: Marlin Weisheit
Title: PRINCIPAL	Title: President
Date: 3.27.2017	Date: 3-27-17

ATTACHMENT A

WARRICK HISTORIC JAIL PRESERVATION PLAN GRANT
HAFER ELEMENTS OF THE PLAN WORK SHEET

A.	INTRODUCTION/EXECUTIVE SUMMARY			4	
	- Objectives of the plan				
	- Scope of the plan				
	- Events that led to the planning process				
	- Who commissioned the plan				
	- Process used in developing the plan				
	- How to use the plan				
	- Social, cultural and historical background of the building/structure				
	- Analysis of the building/structure's current image within the community				
B.	CURRENT CONDITIONS:			38	
	- Current Physical Conditions:				
	o Current photos and details of the building	2			
	o Adjacent buildings/traffic patterns	3			
	o Interior and Exterior structural issues	4			
	o Architectural Items and Historic Features	3			
	$ Building Materials and Finishes	3			
	o Mechanical (HVAC), Electrical, Plumbing	3			
	o Data/Security	3			
	o Floor plans (as applicable)	4			
	o Known Environmental/Site Hazards	3			
	- Community Survey Conclusions				
	o Community Meetings	6			
	o Survey results/stats	4			
C.	RECOMMENDATIONS			26	
	- Renderings and recommended improvements				
	o Design – Structural, Architectural	3			
	o Mechanicals	4			
	o Other recommendations	3			
	- Cost estimates for the various recommendations	4			
	- Uses of the historic structure	3			
	- General Guidelines on Historic Structure Maintenance/Preservation/Rehabilitation	2			
	- Historic Tax Credits/Incentives	3			
	- Design Guidelines – definition, use, samples (if the community currently has none in place)	3			
D.	IMPLEMENTATION			26	
	- Prioritized outline of specific, quantifiable actions in logical order of phases, including proposed:				
	- Timetable	3			
	- General estimates of costs	3			
	- Financial tools - local assessments, grants, tax credits	3			
	- Legal tools - ordinances, enforcement policy	3			
	- Manpower tools - groups and organizations that can help of in implementation	3			
	- Proposed revisions and re-connections to existing plans and land use regulations	3			
E.	SUMMARY			4	
	- Overview of the plan, process and who was involved	2			
	- Timeframes and mechanisms for evaluation, monitoring and updating the plan	2			
F.	APPENDICES			10	
	- Specifications on materials or products	6			
	- Drafts of proposed ordinances	2			
	- Details of any elements of the plan	2			
			105	150	$ 16,200

EXHIBIT B

Preliminary Scope of Work

The following are the requirements for activities in developing a historic preservation plan:

MINIMUM TECHNICAL REQUIREMENTS

- Title page
- Table of contents
- Numbered pages
- A 2-4 page executive summary
- Maps, photographs, and/or drawings sufficient to illustrate the critical elements of the planning document
- Clear easily readable illustrations, tables, and maps
- Clear concise readable text with a minimum of professional jargon
- Sources clearly indicated in tables and/or by footnote in text
- Provide one (1) digital copy and ten (10) hard copies of the plan (of which one copy will be submitted to the IOCRA)

Please see the Secretary of the Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (36 CFR Sec. 67.7). For further information on appropriate and inappropriate rehabilitation treatments, owners are to consult the Guidelines for Rehabilitating Historic Buildings published by the NPS. "Preservation Briefs" and additional technical information to help property owners formulate plans for the rehabilitation, preservation, and continued use of historic properties consistent with the intent of the Secretary's Standards for Rehabilitation are available from the SHPOs and NPS regional offices. Owners are responsible for procuring this material as part of property planning for a certified rehabilitation.

ELEMENTS OF THE PLAN

A. INTRODUCTION/EXECUTIVE SUMMARY
- Objectives of the plan
- Scope of the plan
- Events that led to the planning process
- Who commissioned the plan
- Process used in developing the plan
- How to use the plan
- Social, cultural and historical background of the building/structure
- Analysis of the building/structure's current image within the community

B. CURRENT CONDITIONS:
- Current Physical Conditions:
  - Current photos and details of the building
  - Adjacent buildings/traffic patterns
  - Interior and Exterior structural issues
  - Architectural Items and Historic Features
    - Building Materials and Finishes