WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
April 10, 2017
4:00 P.M.

The Warrick County Commissioners met in regular session with Marlin Weisheit, President; and Bob Johnson, Member. Attorney Andrew Skinner attended. Commissioner Dan Saylor was not in attendance.

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

PUBLIC HEARING
VACATION INVOLVING WARRICK TRAIL APARTMENTS

Marlin Weisheit: Okay, first we need to have a Public Hearing. So I'd ask for a motion to recess our Commissioner Meeting.

Bob Johnson: I make a motion to recess our Commissioner Meeting.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye. (Motion carried 2-0). We'll move on to the Public Hearing in the matter of the Vacation of a portion of the road right-of-way. Are you handling that then?

Sherri Rector: Oh, I can read it.

Marlin Weisheit: Yeah.

Sherri Rector: In the matter of the Vacation of a portion of an existing fifty (50) foot road right-of-way. Two (2), ten (10) feet public utility easements and a temporary cul-de-sac easement of which parts of the above are located on Lots 1, 2, 5, and 6 in Warrick Trail Apartments PUD.

Marlin Weisheit: Okay. Now then, I'd ask for a motion to reconvene the meeting.

Sherri Rector: No, you have to listen...

Roger Emmons: You have...

Marlin Weisheit: Okay.

Roger Emmons: (Inaudible).

Jim Morley, Jr.: Come on. It's exciting. You're going to want to hear this.

Marlin Weisheit: Okay, we want to hear. Go ahead, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer. So this is the vacation of the roadway that was originally platted as part of the Arbor Point Subdivision and that is no longer needed now that the Warrick Trail Road goes through there and the Warrick Trail Apartment Project's being built in that area. So this section of the road is just a road that is not even there anymore.

Marlin Weisheit: Okay. Anybody else have anything else to add to that? That's a different situation there.

Bob Johnson: Okay.

Marlin Weisheit: Okay.

Roger Emmons: Remonstrators, did you already ask for...?

Marlin Weisheit: Are there any remonstrators on Warrick Trails Project? I didn't think so, so, okay. Now, I'd ask for a motion to reconvene the meeting, right?

Roger Emmons: That'll work.

Marlin Weisheit: Then we can act on it.

Bob Johnson: I make a motion to reconvene the meeting.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Jim Morley, Jr.: Thank you.

ACTION ON PUBLIC HEARING
ORDINANCE 2017-09

Marlin Weisheit: Now then, go ahead, Sherri.

Sherri Rector: Okay, this is, I'll read it again. In the matter of a vacation of a portion of an existing fifty (50) foot road right-of-way, two (2), ten (10) foot utility easements, and a temporary cul-de-sac easement of which parts of the above are located on Lots 1, 2, 5, and 6 in Warrick Trail Apartments PUD. It will be County Commissioner Ordinance 2017-09. And we do have all the return receipts from certified mail to adjacent property owners and from the utility companies so it is in order.

Marlin Weisheit: So would we just do first reading on this tonight then?

Roger Emmons: I would say that's passed First Reading.

Sherri Rector: Oh, yeah, these you do just one (1) time.

Roger Emmons: Oh, it doesn't...that's right.

Sherri Rector: It doesn't require...

Roger Emmons: It doesn't require...

Sherri Rector: Our planning and zoning don't require it.

Marlin Weisheit: Okay, so I'd ask for a motion to approve the Ordinance 2017-09.

Bob Johnson: I make a motion to approve Ordinance 2017-09.

Marlin Weisheit: And I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

(Ordinance 2017-09 is located on Pages 20 through 21 of these Official Minutes)

AREA PLAN COMMISSION
STREET CONSTRUCTION PLANS
WATER'S EDGE SUBDIVISION PP-17-03

Marlin Weisheit: Okay. We'll let Area Plan go ahead then.

Sherri Rector: Okay, the first items are Street Construction Plans. The first one (1) is Primary Plat 17-03, Water's Edge Subdivision, Section 5, by Jeffery and Sarah Claycomb. It is ten point six-seven-six (10.676) acres located on the west side of Asbury Cemetery Road, zero (0) feet north of the intersection formed by Welte Road and Asbury Cemetery Road being a replot of Lot 71 in Water's Edge Subdivision, Section 3. Is in Campbell Township. They're requesting no improvements to Asbury Cemetery Road or Welte Road. They're simply taking one (1) large lot and dividing it into two (2). And Mr. Howard has reviewed this request.

Donald Gries: Hi, I'm Donald Gries with Andy Easley Engineering, land surveyor for this project here on behalf of the Claycombs. And as Sherri stated, we're not creating any new streets, roadways, etcetera and request no improvements to Asbury Cemetery or to Welte Road.

Marlin Weisheit: You okay with this, Bobby?

Bobby Howard: Yes, Sir.

Marlin Weisheit: Okay. You got any questions, Bob, on this?

Bob Johnson: No, Sir.

Marlin Weisheit: Okay, I don't either. I'd entertain a motion to approve.

Bob Johnson: Make a motion to approve Water's Edge Subdivision, Section 5.

Marlin Weisheit: I'll second. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye.

Donald Gries: Thank you.

Marlin Weisheit: Thank you. Motion carries two, zero (2-0).

(Water's Edge Subdivision, PP-17-03, is located on Page 22 on these Official Minutes)

KNIGHT COURT PP-17-05

Sherri Rector: The next plat is Primary Plat 17-05, Knight Court by Mystic Development, LLC, Michael Morrow, owner. It's five point six-six (5.66) acres located on the west side of Country Place Drive, zero (0) feet southwest of the intersection of Country Place Drive and State Road 66. Also on the east side of Trinity Drive, zero (0) feet southeast of the intersection of Trinity Drive and State Road 66. It's part of Out-lot 1 in Rabbit Run, Phase I. As recorded in the Recorder's Office, is in Ohio Township. They're requesting no improvements to Rabbit Run Drive or Country Place Drive. They're not going to be constructing any new roadways within this. They will just be applying for two (2) commercial driveway entrances. Bobby has reviewed.

Marlin Weisheit: Go ahead, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer. As Sherri said, it's no new roads. There's three (3) lots, two (2) of the lots would be accessed by shared commercial drive, and the third lot would be accessed by its own commercial drive. And the commercial drives will be brought in when the development plan is done for each lot.

Marlin Weisheit: Mr. Engineer, are you okay with this?

Bobby Howard: Yes, as he said there, when the commercial drives come before us, then any additional improvements would be required at that time. But I don't foresee that.

Marlin Weisheit: Anybody else have any questions?

Bob Johnson: No questions.

Marlin Weisheit: Does anybody else want to speak on this? Any remonstrators in reference to the driveway improvements. If so, you can come to the podium. If not, I'd entertain a motion.

Bob Johnson: I make a motion to approve Knight Court...

Marlin Weisheit: On PP-17-05.

Bob Johnson: Yes. On PP-17-05.

Marlin Weisheit: And I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thanks, Jim.

Jim Morley, Jr.: Thank you.

(Knight Court, PP-17-05, is located on Pages 22 through 23 of these Official Minutes)

ORCHARD VIEW TOWNHOUSES PP-17-06

Sherri Rector: Third is Primary Plat 17-06, Orchard View Townhouses PUD, Section 2 by Allen Holweger and Engelbrecht Development, LLC by Allan R. Holweger, owner. Four point zero four (4.04) acres located zero (0) feet northwest of the intersection formed by Park Place Drive and Peachwood Drive, part of Orchard View Condominiums PUD, Section 1. These are private streets. They will have commercial entrances and sidewalks and Bobby has reviewed this. They will have commercial entrances also.

Glen Merritt: Glen Merritt, with Cash Waggner. I'm the engineer on the project. We have three (3) private roadways coming off of the west side of Park Place Drive to access the twenty-three (23) lots in this development. And as Sherri said, there are three (3) commercial drives associated with those private roadways. We can answer any questions anybody may have.

Marlin Weisheit: Does anybody have any remonstrators? Or does anybody have anything they'd like to say for or against this project? You okay with it Mr. Engineer?

Bobby Howard: Yes, Sir.

Marlin Weisheit: Okay. I'll entertain a motion at this time.

Bob Johnson: I make a motion to approve PP-17-06, Orchard View Townhouses PUD, Section 2.

Marlin Weisheit: I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Glen Merritt: Thank you.

Marlin Weisheit: Thanks, Glen.

(Orchard View Townhouses, PP-17-06, is located on Pages 23 through 24 of these Official Minutes)

REZONING PETITION
ORDINANCE 2017-10, PC-R-17-02

Sherri Rector: The next item is Rezoning Petition. It is PC-R-17-02, the petition of Zahoor Ismail to rezone point six-seven (0.67) acres located on the north side of Camp Brosend Road, approximately zero (0) feet north of the intersection formed by Old State Road 261 and Camp Brosend Road in Ohio Township from 'A' Agriculture to 'R-1' One Family Dwelling. Completely legal. Is on file. It was a unanimous recommendation of approval by the Planning Commission at their March 13th Meeting. And if...

Roger Emmons: (Inaudible).

Sherri Rector: Yeah, and your Ordinance number is listed on the agenda, which would be 2017-10.

Marlin Weisheit: You okay with this, Mr. Engineer?

Bobby Howard: Yeah, rezoning, I...

Sherri Rector: What they're doing, I don't know if you read the Zoning Report. There should be somebody here.

Roger Emmons: Yeah.

Sherri Rector: There's supposed to be somebody here actually. But anyway, what they're doing is I believe that there's two (2) existing old homes. They're all on one (1) lot. It's from a long time ago. They're going to knock them down and want to build two (2) new homes. So they're wanting to come in to compliance with our Ordinance now, so rezone it to 'R-1' so they can do improvements.

Marlin Weisheit: Any questions, Bob?

Bob Johnson: No.

Marlin Weisheit: If not, I'd entertain a motion.

Bob Johnson: Make a motion to approve PC-R-17-02.

Marlin Weisheit: Do we need to include the Ordinance 2017-10?

Sherri Rector: Yeah.

Bob Johnson: 2017-10.

Marlin Weisheit: Okay, I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

(Ordinance 2017-10, PC-R-17-02, is located on Pages 24 through 26 of these Official Minutes)

EXTENSION OF SURETY
WATERSTONE VILLAGE SECTION IV

Sherri Rector: Okay, then the next is request for extension of surety, Waterstone Village Section IV by Maken Corporation, Danny Ubelhor, President. This is for sidewalk construction. Asking for a modification of the Subdivision Control Ordinance for a one (1) year extension with a reduction from eleven thousand nine hundred and fifty-eight dollars ($11,958.00) to two thousand five hundred and seventy dollars and forty cents ($2,570.40). They have had letters of credit for nine (9) years. The letter of credit expires on May 16, 2017 and Bobby has reviewed the dollar amount.

Marlin Weisheit: Go ahead, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Engineer. They're getting pretty close to selling that subdivision out. As you can see the number's getting pretty small. And they just need a little more time.

Marlin Weisheit: Numbers right to you, Bobby?

Bobby Howard: Dollar amount is sufficient.

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

Bob Johnson: I make a motion to extend the surety for Waterstone Village Section IV.

Marlin Weisheit: I'll second. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Jim Morley, Jr.: Thank you.

Marlin Weisheit: Thanks, Jim.

(Extension of Surety, Waterstone Village, is located on Page 27 of these Official Minutes)

EVANSVILLE CHRISTIAN SCHOOL
C-16-015

Sherri Rector: And the next one (1) is Commercial Driveway 16-015. It is Evansville Christian School by David Abbott, Board President. It is Lot 3 in Epworth Lincoln Subdivision. They are requesting a one (1) year extension for completion of the driveway with no reduction of fifty-three thousand six hundred and twenty-one dollars and seventy cents ($53,621.70). They've had one (1) year. The letter of credit expires May 27, 2017 and the Commercial Driveway Ordinance states that they could just have letters of credit for one (1) year at a time unless they receive an extension and Bobby does not want any reduction done until they are completed. Thank you.

Jim Morley, Jr.: I didn't see anybody else stand up so I'll take it.

Marlin Weisheit: Go ahead, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Surveyor on this one (1).

Marlin Weisheit: Okay.

Jim Morley, Jr.: So they, the school's going to be open next year, so they've got to get the commercial drives in by then. But they're just finishing up the project.

Marlin Weisheit: Yeah, they're coming along pretty good with it. I'd entertain a motion to extend the...

Bob Johnson: I make a motion to extend the surety C-16-015, Evansville Christian School.

Marlin Weisheit: I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you, Jim.

(Evansville Christian School, C-16-015, is located on Pages 27 through 28 of these Official Minutes)

REQUEST FOR WAIVERS
GREENLIFE DEVELOPMENT-VICTORIA PUD

Sherri Rector: You might as well stay up here. The next is request for waivers, Greenlife Development, Victoria PUD. Request for waivers from the Subdivision Control Ordinance. I sent you all an email about their request and a copy of their request. They have with the drawings and I think you have them in your packets also. This basically is just to explain the project to you and to get a consensus. I believe it would have to be, because there's no plans before you to approve or deny. It's just a consensus on what they're requesting.

Marlin Weisheit: Good to see you, Nick. Go ahead.

Nick Cassala: Good afternoon.

Marlin Weisheit: State your name and everything.

Nick Cassala: I will, Nick Cassala, Green, Greenleaf, Greenlife Development, 2000 Victoria National Drive. Good afternoon, Commissioners, staff. Thank you for this time. By way of background, I just want to say a couple things and then we'll move forward with the rest of our presentation. We're proposing a new master plan community with approximately five hundred (500) residential units on four hundred (400) acres adjacent to Victoria National Golf Club. Over the last year or so we've shared a number of things with staff and with the leadership in the County about our vision for this community. And fortunately we're working through a myriad of permit issues and, and the fact that we're coming before you more frequently right now, I think you can sense the same thing I can, that we're getting very close. And it's starting to be quite exciting. The, as many of you know our community plan is based on a, on a number of design principles that are deemed critical in order to execute and deliver on the character that's been described in all of these, on these presentations that we've been sharing with you. More specifically our master plan puts a premium on really three (3) things. And all three (3) of these things will be shared with you today somewhat illustrial, illustrially and as part of our waiver request. First and foremost, safe streets to encourage walking and biking. You know we've touted before you all along in all of our presentations that this is, it's intended to be a walkable community. So some of the ways to deliver that is what you'll hear today and is also incorporated into the waivers. Interconnectivity, we talked about that in general terms a number of times but we really, haven't really illustrated how you do it and how it's executed. But when we think of interconnectivity today in this setting were talking about interconnectivity to parks and playgrounds and the other amenities that are featured in the community. So it's less of a vehicular connection but more of a pedestrian connection. And then finally housing diversity, and in order to execute the housing diversity that we have illustrated throughout the plan, it does require some, some restrictions or actually reduction, I should say, to the setbacks that are typically seen in the Ordinance. So as Sherri mentioned our, our, our attempt today will be to describe these in a little more detail to answer any questions you might have and hopefully leave here today with a consensus that what you have seen is acceptable and that we can move forward to our final construction design documents. Because if any of these things are a concern to you, it could have a significant change to us as we think about how the plan could be executed. So I'm going to call Jim Morley up here since he's represented everyone else. I thought I'd be wise to go ahead and have him walk you through the, through the waivers and this would correspond with the packets that you have.

Marlin Weisheit: Fair enough.

Roger Emmons: Thank you.

Jim Morley, Jr.: So, as Nick said, you all have probably seen versions of this before. So the really great thing is that we are getting dangerously close to going into the final design on this project. However, as you know, the Ordinances in Warrick County require you to do a hundred percent (100%) of the design before you come to a public meeting for road plan approval. And the current Ordinances, while they lend themselves well to conventional subdivisions in Warrick County, they do not lend themselves very well to this type of project in Warrick County. And I'd like to go through those reasons, but more than that, the reason we're here today is if, if we go through the design process and then it's decided at a later date that 'well, we don't want to grant waivers from the subdivision ordinance' then the reality of it is we will have created a massive pile of paper that is worth nothing. Because the entire layout of the project is based on dimensions, and those dimensions require certain road sections, certain right-of-way widths, certain easement widths, certain alley widths, certain road widths, and that really needs to be established before we can start the design, the final design process. And underneath the typical subdivision, it has a fifty (50) foot right-of-way and a thirty (30) foot street and that's never really an issue. However because we're trying to bring something different to market here, something that southwest Indiana's never seen, it's going to require a little bit of flexibility. But we feel like we have great path to get there and so we want to go through some of that with you all so you get a feel for what we're looking at. And that way we know going into it, what we need to do as far as accommodations for right-of-way widths, street widths, alley widths, parking widths, that kind of thing. So to kind of take it from the top, the first document you have is a copy of the master plan. This you all have seen before. There may be some minor tweaks here and there before this thing hits the final press, but for the most part it's this consistent lay out. You can see this project is going to have a lot of varying lot widths, lot sizes, house widths. A little bit of everything under the sun. Some of them are going to have rear load alleys or have garages that dump to an alley. Some of them are going to dump to the street in front of them. But what you'll see is this project, if you looked at an aerial of a conventional subdivision, this project looks a lot different than a regular subdivision. You'll see that the streets have a lot more curvilinear fashion to them to keep the speed down within the subdivision to keep the, to keep the streets safer and to increase the likelihood of walkability. Oddly enough you know in a normal subdivision you see lots of cul-de-sacs. Studies have been done now that's realizing the cul-de-sacs actually decrease the walkability of a neighborhood. And so now as you see master plan communities like this, they're going back more to an interconnected street system which increases the walkability of a neighborhood. And so to make a plan like this happen, we have to look at a lot of different street sections. And so if you go to your second page, so your second page will look a lot like this. And in the bottom right hand corner down here those are what the seven (7) different pavement sections that we'll have on a project like this. And so typically we have a fifty (50), the County Ordinance requires a fifty (50) foot right-of-way with a thirty (30) foot street back to back. And then typically it has a twenty-five (25) foot building set back behind that. And so this bottom right hand corner here, that key there ties to a set of cross-sections which we want to use for a project like this. And the difference is, is typically in a subdivision you might find that the houses all sit right at almost exactly thirty-five (35) feet from the back of the curb. In a project like this, we want to bring those houses up closer to the street in most conditions and we want to enhance landscaping that might have retaining walls up near the streets and we may have houses more like a townhome setting that the sidewalks or the stairs dump out right at the sidewalk. And those all create challenges that we have to overcome for a project like this. And so if you flip to your next page you should have a set of cross-sections and the colored boxes on this sheet. They are color coded to match your last sheet. So if you flip back for just a half a second, you'll see all the, the lines on top of the streets. So that's a color coded key to what type of street goes where. And so the most common one (1) that we have is a red street, which is the top section on the right. And that's a two (2) way traffic street with a parking, with a striped out parking lane on one (1) side. And it is a thirty (30) foot street like we conventionally have. However, one (1) of the things that we want to do instead of using a roll curbing gutter, we want to use a straight curbing gutter, because we, for a couple of reasons, we feel like that enhances the visibility of the project, but it also allows for greater safety because the standing curb is more of a deterrent for cars to pull up on the grass or to hop the curb. So from a safety standpoint, we like the idea of using a standing curb. But the thing you'll notice here is that typically, Warrick County requires a fifty (50) foot right-of-way. We're requesting a forty-two (42) foot right-of-way. And the reason behind that is, as a general rule, none of the utilities, let me rephrase that, the electric, gas, telecom, all of those folks, they typically don't want to run inside the right-of-way. But our problem is that we can't afford to give them the size easements outside the right-of-way that they typically would want, because what it does is pushes the houses way away from the streets. And so in order to provide the concept, look, and feel of what we're doing and what we're asking for is a waiver, is to shrink that right-of-way down. Still plenty enough, big enough to maintain the streets. The County will always have that ability. But what it does is it basically takes the space where utilities could go if they wanted to go in the right-of-way and turns it into a public utilities easement. And that is in some form or another all the way through here. You deal with a mix of right-of-ways widths and easement widths that in its essence is a desire to bring houses, garages, those kinds of things closer up to the streets to improve the feel of the neighborhood, giving it more of a retro feel if you will. Like if you had been down around the area around the University of Evansville or something like that. You know, where it's more of a community feel and you have people out on their front porches. You know kind of where you, you enhance the walkability of the neighborhood and not everybody feels like they're so far off of the street. And so each of these sections is a different piece of that pie. You know you have alleys on here and one (1) way streets and two (2) way streets, parking on two (2) way streets. There's all different types of sections. So if you will flip one (1) more page back, this is a list of waivers we are seeking from the county. And it's, they pretty much all have to do with street widths, right-of way widths. The first one is, Warrick County doesn't allow for any type of anything in the right-of-way besides the streets. And we, we're, we want to put trees along our streets. If you go into any type of an older portion of the city, part of what gets the, gives the charm and character to those streetscapes is that they have big trees creating shade up and down the street, whereas our typical subdivisions of today, those trees all sit, you know, twenty-five (25) feet off the back of the curb or something like that. And we want to bring those up to about three and a half (3 ½) feet off the back of curb. However the type of tree they use is a tree that has more of a deep tap root instead of a spreading root system to decrease any impacts that has. And we've chosen to go with a seven (7) foot green space, which is as a general rule, larger than most of the comparison projects we've looked at. Some of the projects used just as little as a two (2) foot green space and put a tree in it. We felt like that was skinning it a little tight, and so we wanted to provide more green space, which would also enhance the survival of the trees. If it's too small an area, the root, the root system gets bungled up and they end up cooking underneath the hot concrete and asphalt. So the second one (1) is right-of-ways. And our Subdivision Ordinance only calls for a fifty (50) foot right-of-way. We have everything between thirty-two (32) and sixty (60) foot right-of-ways. The next piece would be the right-of-way of an alley. We called out a twenty (20), the Ordinance calls out a twenty (20). We seek a fourteen (14) with easements. The next one (1) talks about really the desire to decrease utilities being installed under the street. The, we've talked with the utilities and most likely it's the preference of the water and sewer utilities to be installed in the right-of-way underneath the streets. And part of that is because that's a safe place. There's no, you know people aren't

digging out in the middle of the street. They're not, you know they're not, it's a place where they can put their lines in and they don't get messed with after that. In addition to that, when you have curvy streets like this, whenever you bend a water main for example you have to put fittings on that. And so if you try to keep that water main exactly two (2) feet outside of the street, it's easy when the street's straight, but when the streets are curvy street, which we want, it makes for lots and lots of fittings. And the Utility would prefer to have a few of fittings as possible. So we're, we're wanting to have more utilities under the streets. The next one (1) is pavement with a minimum of thirty (30) feet. We have one (1) section is as small as twenty (20), but again these are for one (1) way streets with parking along one (1) side and we just don't have a one (1) way street called out in our current Ordinances. The next one (1) is sidewalks on both sides of the street. You know we're going to have places in which we're going to have sidewalks on both sides, but we'll also have some places in which we have sidewalks on one (1) side. And with the plan of the Warrick Pathway to come through there, the reality is we'll have sidewalks some places in which it's the Warrick Pathway up on top of a hill or something and it's not, it's not even right by the street. And so we'll have a little bit of everything there. In addition to that, we're seeking that our sidewalks run most likely in an easement right outside of the right of way. And then the utilities will kind of co-share that space with the sidewalk. The, Warrick County itself does not pay, or they don't, they don't maintain the sidewalks. And so the sidewalks will be the maintenance responsibility of the property owners just like they are in all the other subdivisions in Warrick County. And then the last one (1) is pavement cross section. The detail sheet that's in the Ordinance, it doesn't necessarily have a section so to speak, it's just a detail sheet at the end. And that is kind of a compilation of the right-of-way, of the pavement widths and the type of curb and gutter, roll curb that's standard in Warrick County these days and we're seeking a standing curb. So if you go to the next sheet back, you'll see lots of pretty pictures, and these are the types of products we're wanting to bring to market. And so you, if you'll look at the top left picture here, you can see there's a, there's a sample of straight curb and gutter with a tree right behind the back of curb. That's in about a two (2) foot section. We've got a seven (7) foot section. And then you notice to the left or right there you've got a set of steps that comes down right to the back of the sidewalk with railings, which typically isn't done around Warrick County. But you also notice that house is no, is nowhere near the standard thirty-five (35) feet behind the back of the curb either. So here you see a right of, or a building setback line that's much, much closer to the roadway. On the top right picture, again you'll see just off the, barely off the side, there's trees planted within the right-of-way. You can see houses brought way up close to the curb. That house is maybe five (5) feet off the back of the sidewalk. Bottom left hand corner again you see, it's basically a continuous theme, you see again, you see trees in the right-of-way. You see houses drawn up close to the streets. You see standing curbs. Bottom right hand corner, you see a sewer manhole there in the middle of the street where they're running sewers underneath there. Standing curbs again. Houses brought close to the street. Trees in the right-of-way. A very common theme runs with one (1), runs through all these projects. And if you flip to the next sheet, something like this one, and here you see more like a town home style houses across the top left. And then you'll see those houses with the stoops on them. So those stairs all have foundations underneath them and they come down right to the edge of the sidewalk. Something that we just cannot do underneath current Ordinances. You see straight curbs, you see trees in the right-of-way. If you look at the top right side here, that's a boulevard street. So you see again the standing curbs, you see the trees down the middle of the boulevard, you see on street parking on one (1) side. Those houses are still drawn up closer to the street. If you look at the bottom left hand corner, you see, again you see a standing curb. You see trees in the right-of-way. You see a retaining wall on the right hand side that comes up right off the back of the sidewalk. We can't put retaining walls in easements or right-of-way. You can't put foundations for stairs in easements or right-of-way, and so that starts to drive part of our need. The bottom right hand corner, you see alleys there, and you see how the driveways are, some of the driveways are pulled up close to the alleys. And without the ability to decrease the right-of-way and increase the easements, it just, the reality of it is nothing that I've just described to you can be done through our current system. But we do feel that, all of these pictures were from neighborhoods literally scattering from Tennessee down to Al...Atlanta, Alabama, and this is, these master plan communities, everywhere they go they're immensely successful. It's what people are seeking. They're just different. And that's okay. You know, it's, it'll give people an opportunity that they don't have currently for a community style here in Warrick County. So we think it's a great opportunity, but the reality is we need some help to get there. We need some waivers from our current Ordinance system to make it happen. Without waivers, the reality of it is, it just becomes a standard subdivision like all, like everything else we have. Not that those are bad, they're just different. But the developer, he doesn't have a desire to put in a standard subdivision. He has a desire to bring something unique to the market. And so to get there we need to get a little bit of help. But we really want to know before we spend hours and hours and piles of paper if that helps coming. So that's my presentation.

Marlin Weisheit: Good job, Jim. I do like the concept. I mean we've had a few years of meetings here and seeing this. I mean I've got a few questions and concerns. I mean mainly with Bobby and what's the County going to be responsible for once it's in. You know, I mean...

Jim Morley, Jr.: Fair enough.

Marlin Weisheit: Is it just the streets or, I mean, is the Home Owner's Association going to be responsible for the trees that's allowed to be in the right-of-ways if this is granted? Or can you explain any of that at this point? Are you open to that?

Jim Morley, Jr.: You know at this point we're trying to work though and we've met with, we've met with Bobby on this and what we've done is we've researched other communities also to see what they did in other communities.

Marlin Weisheit: Um hum.

Jim Morley, Jr.: You know, the, we want them to be public streets and you know so the streets for sure would be the maintenance and the ownership of the County.

Marlin Weisheit: Okay.

Jim Morley, Jr.: The sidewalks, as in every other subdivision as in this project, would be the maintenance and the ownership of the property owner. You know, the developer for sure, puts the trees in to begin with. To be honest with you, we've not crossed the bridge of twenty (20) years from now, when the tree dies, who replaces it? You know it would be in the right-of-way. But that's one (1) of those things where we've got to start somewhere and to start that dialogue.

of that kind of thing in the community myself if we can work through the, just the small issues like that. I know we got a lot of variances. I know Dan's not here today, so we'll probably just, gonna need to take this under advisement for today, is what I would hope for. Then meet with Bobby some more on some of the concerns he would have. Is that alright with you, Bobby? To meet with them and...

Bobby Howard: Yeah, and I recommend trying to get a meeting with, with Jim and Mr. Cassala to go over some of these details and some of this discussion.

Marlin Weisheit: I'm sure Dan would probably want to sit in on that probably cause it's his district wouldn't you think, Bob?

Bob Johnson: Yes, Sir. I'm sure he's...

Marlin Weisheit: (Inaudible) concerns. He's got questions too. But I do like the concept and I hope we're able to work through everything, myself, personally.

Jim Morley, Jr.: Is that something...

Marlin Weisheit: I don't know how Bob feels.

Bob Johnson: I agree.

Marlin Weisheit: I mean, I know you need to maybe meet with Dan and Bobby and work through those before you continue any engineering plans.

Jim Morley, Jr.: Is that something that we can go ahead and reach out to you all and proceed with getting some meetings set up on that?

Marlin Weisheit: Sure. I mean I'm open. Aren't you, Bob?

Bob Johnson: Yes, Sir.

Marlin Weisheit: Sherri, do you see any issues with Area Plan? I mean how do you feel? I mean the (inaudible) and stuff are going to have to go through Area Plan as well so...

Sherri Rector: Well, they're going to have to file PUD's for all these relaxations anyway.

Marlin Weisheit: Um hum.

Sherri Rector: That's what a PUD allows. And of course the Planning Commission itself is the one (1) that grants waivers, however they feel that since these are going to be public roads of course you're going to have to approve the street plans and so it's gonna work hand in hand. They're not going to go and say, 'Yeah you can put trees out in the streets,' if the Commissioners don't want them in there. So I think it's good that you work it out. And of course you'll have to do it individually. You can't all meet together over it.

Marlin Weisheit: Sure, sure.

Jim Morley, Jr.: Ultimately we're going to file for a PUD rezoning. And as you all know through the PUD process, that allows us some flexibility in setting building set back lines and right-of-way widths or not right-of-way, not necessarily right-of-way widths, building set back lines and green spaces and that kind of stuff. So the majority of these, the majority of what will make this place unique we can pick up through the PUD process. But the items we talked about here today are not PUD issues. They are Subdivision Control Ordinances issues. The PUD only picks up zoning issues. So that's why we started here to get this done. I, I will, we'll reach out to each of the Commissioners and Bobby to try and get some meetings set up. We are really poised at the starting line to get into the design of it. So we'd like to proceed as rapidly and as prudently as we can. Don't want to rush anything. But also, I want to try to keep these items discussed as quickly as possible. When we send out an email, if we, you get the email, if you happen to have any thoughts in advance of a meeting, if you want to reply to those emails and just say, "Jim, what about this," and that way we can try to put some thought into that prior to the meeting and bring you guys the best available information we can.

Bobby Howard: Can you include Sherri in on this as well? She probably needs to be a part of these.

Marlin Weisheit: I think you guys have done a great job working with the City of Boonville and Vectren and working through many other obstacles that you've already taken care of. I'm looking forward to see it move forward, myself. You know but as far as today, we just gotta ask for a continuance.

Bob Johnson: I've seen, I've seen communities like this in Georgia when I was down there. Very attractive.

Marlin Weisheit: Very attractive. Yeah.

Jim Morley, Jr.: We feel so.

Bob Johnson: But I do have some concerns.

Marlin Weisheit: Yeah, yeah.

Jim Morley, Jr.: And we appreciate your time.

Marlin Weisheit: We can't take an official action today.

Sherri Rector: Are you continuing it for two (2) weeks or you just want to wait and put it back on the agenda when they request it again? Or what do you want to do?

Jim Morley, Jr.: We want to bring it back in two (2) weeks if possible. Cause we'd really like to get, again we don't want to rush anything but we also want to be diligent with our time and so if there's a way to make that happen in the next two (2) weeks that's sure what we would like to shoot for.

Marlin Weisheit: Sounds good to me. Ask for a...

Roger Emmons: Take it under advisement and table it 'til your April 24th meeting?

Marlin Weisheit: Okay. You make that motion?

Bob Johnson: Make a motion to table it until the April 24th Meeting.

Marlin Weisheit: And keep it under advisement? Okay.

Jim Morley, Jr.: Thank you.

Marlin Weisheit: I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries (2-0). Thank you. Good luck with it.

Sherri Rector: I'm done. Thank you.

Marlin Weisheit: Thank you.

Sherri Rector: See you in a little bit.

APPROVAL OF MINUTES
MARCH 27, 2017

Marlin Weisheit: Okay, I guess we'll go on to County Administrator then.

Roger Emmons: Well, you got Approval of Minutes, right? March 27th.

Bob Johnson: Yep.

Marlin Weisheit: Okay. Did you get a chance to look at the Minutes?

Bob Johnson: I did.

Marlin Weisheit: Want to make a motion?

Bob Johnson: I make a motion to approve.

Marlin Weisheit: I'll second the approval of the March 27th Minutes. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
ORDINANCE 2017-07 CAPITAL IMPROVEMENT PLAN PASSAGE

Marlin Weisheit: Items for Discussion, County Administrator.

Roger Emmons: Thank you, Mr. President. The first item I have is the Commissioner's Ordinance 2017-07, which is the Capital Improvement Plan. You approved this on First Reading on March 27th, so now you have it today for Second and Third Readings approval. You can do that by motion.

Marlin Weisheit: Can two (2) of us do that?

Roger Emmons: Andrew, you may want to speak up.

Andrew Skinner: Yeah, with only two (2) Commissioners here you might want to table that 'til next meeting.

Marlin Weisheit: Let's just do that then. Is that okay?

Roger Emmons: They can't even pass it on First Reading for April 24th?

Andrew Skinner: I think you already have First Reading.

Roger Emmons: I mean, okay, I got you. So you want to wait, you don't have to wait for a unanimous.

Marlin Weisheit: Since we all three (3) of us approved it on First Reading, would we be okay approving it, Second and Third?

Bob Johnson: We're all okay.

Marlin Weisheit: We're all okay with it.

Andrew Skinner: All three (3) passed the first one (1)? If, if you have all seen it and approved it the first time, and there are no new developments since then, then if there's unanimous of those who are here, then that's the majority of the Board.

Marlin Weisheit: Okay. So we can make a motion to approve it on Second and Third Readings?

Andrew Skinner: (Inaudible).

Bob Johnson: I make a motion to approve Ordinance 2017-07 Capital Improvement Plan, Second and Third Readings.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

(Capital Improvement Plan, Ordinance 2017-07, is located on Pages 28 through 31 of these Official Minutes)

ORDINANCE 2017-08 CAPITAL IMPROVEMENT PLAN SECOND UPDATE

Roger Emmons: Next item is the second update of the Capital Improvement Plan. That is to add some, one (1) new project Larry Taylor added, and it's the one hundred fifty thousand dollars ($150,000.00) for the Courthouse Renovation Project. So we're not unanimous today so I'd assume it's gonna have to be tabled to April 24th. At that time, if you have a unanimous Board then you can suspend the rules and introduce it on the night of introduction. You don't do that, it'll go to the first meeting in May. So, I would say we'd be okay to do that, Commissioners, because of the time involved for the Courthouse renovation. We're not there yet. So, I'd say tonight, we can probably just table this to April 24th.

Marlin Weisheit: I'd ask for a motion to table that.

Bob Johnson: I make a motion to table the second 2017 update to the Capital Improvement Plan, Ordinance 2017-08.

Marlin Weisheit: At our next meeting in two (2) weeks?

Bob Johnson: To, for our next meeting in two (2) weeks.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

Roger Emmons: Thank you, Gentlemen.

RAMUNDSEN PUBLIC SECTOR, LLC SOFTWARE MAINTENANCE AGREEMENT

Roger Emmons: Next item I have is a software maintenance agreement. It's regarding the Public Sector, but officially the company is Ramundsen Public Sector, LLC, and the County. Here just four (4) days ago I sent you an email regarding this agenda item. Sherry Boren is the Sheriff's Office Manager. She had the cover letter on that and then she had copies of the three (3) invoices from Public Sector, and then the software maintenance agreement which is ten (10) pages. It has been signed by Lisa Newman, who's the controller at Ramundsen Public Sector, LLC. I did send this to Counsel for review. I don't know if Andrew's had a chance to look at it.

Andrew Skinner: Yes, it appears to be a pretty standard conditions and terms and contract. We don't see anything that jumps out at us.

Roger Emmons: We can approve this by motion.

Marlin Weisheit: Okay. You okay with it?

Bob Johnson: Um hum. I make a motion to approve the software maintenance agreement between Ramundsen Public Sector, LLC, and Warrick County.

Marlin Weisheit: I second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Roger Emmons: Thank you very much.

(Ramundsen Public Sector Contract is located on Pages 31 through 34 of these Official Minutes)

FIXED ASSET FORM FOR JUDICIAL CENTER SECURITY SYSTEM

Roger Emmons: I have a couple other, mainly one (1) item. A fixed asset notification form. It's for the security system that the Board approved. All American Locksmith and Alarm Service installed it at the Judicial Center, and the Auditor needs a fixed asset notification form. I've got that prepared with all supporting documentation. You can approve this by motion.

Marlin Weisheit: I'd entertain a motion.

Bob Johnson: I make a motion to approve.

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

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

(JC Security System Fixed Asset Form is located on Page 35 of these Official Minutes)

COURTHOUSE RENOVATION UPDATE

Roger Emmons: The next item is information regarding the Courthouse Renovations Committee. We met this morning. Just some items for the Board to look over is what we discussed. HVAC replacement, would include the Judicial Center's HVAC system, the electrical for the rest of them are Courthouse, electrical system, exterior work, replacement windows and doors, remodel and upgrade all public restrooms, meeting room renovations in here, and we need to look at the Veteran's Affairs Office on the first floor of the Courthouse. It's in bad need of remodeling. So, and any other renovations this Board would like to see done. I did comment to Joe, our Purchasing Manager, he's going to work on bidding these out. He did send an email to Todd about, you know, the County Council's going to approve one (1) big funding package. And whether or not you know we can bid them out separately or if it's considered a project as a whole. I don't think we can be bidding them out separately. You can't bid them out separately in order to break up a project. You're still going to have good competitive bids for each facet of the work. So you haven't heard back yet? Correct?

Joe Grassman: No.

Roger Emmons: But anyway that's information only. That's all I have for today, Gentlemen.

Marlin Weisheit: Thank you, Roger.

Roger Emmons: Thank you.

COUNTY ATTORNEY
ORDINANCE 2017-11
DEFERRAL PROGRAM FOR THE PROSECUTOR'S OFFICE

Marlin Weisheit: Go on to our County Attorney, Andrew Skinner.

Andrew Skinner: Thank you. Just a few items on our list today. One of them is an Ordinance establishing an Infraction Deferral Pre-Trial Diversion Programs Fund for the office of the Warrick County Prosecutor. We drafted that as there wasn't an Ordinance on file, and they are, they do receive funds for that program, and just need a place to put them. And the, some guidelines on how they are to use them, which is mostly controlled by Statute anyway. This has been forwarded to Prosecutor Perry and has his approval as well. We just wanted to give that to you for your review, if you'd like to review it. We could entertain it next meeting since we don't have all three (3) here, and I'm not sure that Commissioner Saylor has reviewed that.

Marlin Weisheit: So we'll just ask to continue this 'til the next two (2) weeks and we'll get it taken care of then. Cause it will take all three (3) of us to pass the Ordinance won't it?

Andrew Skinner: Yeah, and I think it wasn't sent out until late this weekend and perhaps Commissioner Saylor hasn't had a chance to review that yet.

Marlin Weisheit: I'd entertain a motion to just continue this for two (2) weeks and then hopefully we can take care of this next meeting.

Bob Johnson: I make a motion to continue Ordinance 2017-11 'til our next meeting in two (2) weeks.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

EMPLOYEE REIMBURSEMENT ORDINANCE DISCUSSION
ORDINANCE 2017-04

Andrew Skinner: Second item on the agenda is Ordinance 2017-04, which has been tabled several times, dealing with amending the Employee Reimbursement Ordinance. That's been up for discussion several times and there, we've made some revisions according to the last, discussions that were made at the last meeting. We have given you a copy

exceed one hundred sixty dollars ($160.00) per night, per employee." Section C, the Meal Per Diem Reimbursements, were done at your request. They up' d the rate to fifty dollars ($50.00) per diem, per employee in twenty-four (24) hour increments. And a request for this reimbursement would be requested in advance in writing at least seven (7) days in advance to the Auditor's Office, just to give them time to process that per diem. And lastly, Section D, Other Meal Reimbursements, "If the employee is on, or Elected Official is otherwise on County business but not require an overnight stay, they will be reimbursed for actual meal expenses not to exceed fifteen dollars ($15.00) per day, per employee, with written reimbursement requests supported by receipts. Department Heads and Office Holders could also utilize this subsection for reimbursement with actual meal expenses not to exceed fifteen dollars ($15.00) per day, per employee for any mandatory in-house training that occurs locally, again upon written reimbursement requests with receipts."

Marlin Weisheit: Myself, I think we've finally got all the needs addressed and concerns and it looks good to me, but we'll wait 'til Dan's here in two (2) weeks to approve this since it's an Ordinance. So, I'd ask for a motion to table for two (2) weeks.

Bob Johnson: I make a motion to table Ordinance 2017-04 for two (2) weeks until our next meeting.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

BEP REIMBURSEMENT AGREEMENT BETWEEN WARRICK COUNTY, BOONVILLE NOW, AND DEPARTMENT OF ECONOMIC DEVELOPMENT

Andrew Skinner: Next item is the BEP Reimbursement Agreement. This is an agreement dealing with the BEP Project and agreement between Warrick County, Boonville NOW, INC., and the Department of Economic Development. And basically what this agreement does will permit, and I know we've talked, you've talked about this in a separate meetings, previous meetings, but this allows properties that have been, that potentially could be part of the BEP Program to be transferred to Boonville NOW for their title search to be done and eligibility search on whether or not these programs would actually fit the BEP. And if those projects are deemed eligible then they would be able to sell those under the BEP Project. But if not, then the Department of Economic Development agrees to reimburse the cost of that investigation title search, attorney's fees up to a certain amount per property, I think up to twenty-five (25) properties. So this is an agreement that we've got, already been, we've been working together with the Department of Economic Development attorney, Mr. Kimple, and seem to have it in agreement with them. And at this point now if it's in agreement with you, we could, you could approve that subject to final attorney approval. And we would be sure to get Boonville NOW's counsel approval as well.

Marlin Weisheit: You got any questions on that Bob?

Bob Johnson: No, Sir.

Marlin Weisheit: If not, I'd entertain a motion to go ahead with the agreement.

Bob Johnson: I make a motion to approve the BEP Reimbursement Agreement between Warrick County, Boonville NOW, INC., and the Department of Economic Development.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

(BEP Reimbursement Agreement is located on Pages 35 through 37 of these Official Minutes)

BARRACUDA CLOUD ARCHIVER UPGRADE RENEWAL

Andrew Skinner: The next item's the Barracuda Cloud Upgrade Renewal. This is an annual renewal contract. Doug had emailed two (2) vendors for quotes and has selected this particular quote as the one (1) that was the cheaper of the two (2). And we've got some terms and conditions that were provi...that are provided from Barracuda. The software license agreement and their service terms. So that would just be something that the Commissioners could entertain for approval on just a motion.

Marlin Weisheit: Okay. Got any questions?

Bob Johnson: I don't know anything about it to be honest with you.

Marlin Weisheit: Yeah, it's something Doug needs. I know Roger's worked with him on that a little bit too. And I'm okay with it as long as it meets with Counsel's approval. So I'd entertain a motion.

Bob Johnson: Yeah, I make a motion to approve Barracuda Cloud Archiver Updater Renewal along with, as long as it's okay with the IT Department and such.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

(Barracuda Cloud Archiver Contract Renewal is located on Page 37 of these Official Minutes)

CASA SUBLEASE AGREEMENT UPDATE

Andrew Skinner: One (1) other thing, Mr. President, just an update. The CASA Agreement and Lease with ONB, we did get a signed copy back today from ONB on that lease. So we can get that to you for signature. And we have been working with the Friends of Warrick County CASA to develop a sublease for them. And I've got a copy of that I believe that you should have there in front of you. So this is a sublease which would provide that the County is not, the County and Warrick, the Friends of Warrick County CASA are not actually going to be taking ownership and using that leased property at ONB, but actually CASA will be. But the Friends of Warrick County CASA are going to be financially responsible for paying those lease payments directly to ONB. And so this, this provides for that payment and it provides for the County's indemnification of that property, but then CASA's and Warrick, Friends of Warrick County CASA indemnification for the parts of the agreement that they agree to such as payment of that rent. So any questions on that I can answer? But I think we've got it at a point where they're okay with it and now that we have Old National's, Old National Bank's lease signed, I think they're eager to get the keys and get started moving in and excited to be in there.

Marlin Weisheit: Do we need to approve that by motion?

Andrew Skinner: Yes.

Bob Johnson: You want me to do that?

Marlin Weisheit: Yep.

Bob Johnson: I make a motion to enter into the sublease agreement with...

Andrew Skinner: Actually, I misspoke. That was previously approved at the last meeting.

Marlin Weisheit: It was?

Andrew Skinner: It was subject to attorney's approval. So this is just letting you know that we do have it in final form. So you don't need to approve it today.

Marlin Weisheit: Okay. Good.

Andrew Skinner: It's already been approved.

Marlin Weisheit: Anything else?

Andrew Skinner: Nope, that's it.

Marlin Weisheit: Thank you, Andrew.

COUNTY AUDITOR
STORAGE GUARDIAN CONTRACT ADDENDUM

Marlin Weisheit: County Auditor

Debbie Stevens: I think we communicated with email earlier with you, I think I'll go ahead take care of this first. And this was on the claim for Storage Guardian Service and that was the contract that you previously approved the contract. There were no terms so they've forwarded those terms to us. We do have a claim in our office for it. So Mr. Skinner, how do you direct the Board to...?

Andrew Skinner: So is this...?

Debbie Stevens: Storage Guardian.

Andrew Skinner: Just asking Commissioners to approve the reimbursement?

Debbie Stevens: Pending your review of the terms.

Andrew Skinner: Yeah, the terms are fine.

Debbie Stevens: Okay.

Andrew Skinner: Yeah, they're standard terms.

Roger Emmons: Have you seen it?

Andrew Skinner: Yeah, she showed me before the meeting. Yeah, they're standard terms and conditions.

Marlin Weisheit: So I'd entertain a motion to approve the agreement with Storage Guardian.

Bob Johnson: I make a motion to approve the agreement with Storage Guardian.

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Marlin Weisheit: Thank you.

(Storage Guardian Addendum is located on Page 38 of these Official Minutes)

CLAIMS
CERTIFIED AND NON-CERTIFIED CLAIMS

Debbie Stevens: Alright, and I have Claims to submit to you and I did email also a few that were some exceptions. A couple that contained bottled water, coffee, personal use purchases. And then there were two (2) that are in line with the Ordinance that you're passing for the employee reimbursement. But those will be Claims for you to approve. They are included on the voucher which is total for six hundred forty-eight thousand six hundred fifty-nine dollars and twelve cents ($648,659.12).

Marlin Weisheit: Any questions regarding Claims? If not, I'd entertain a motion.

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

Marlin Weisheit: I'll second that. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0).

Debbie Stevens: Thank you.

Marlin Weisheit: Thank you.

(Claims are located on Pages 38 through 39 of these Official Minutes)

(Non-Certified Claims are located on Pages 40 through 41 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
WARRANTY AGREEMENT WITH E & B PAVING FOR ASPHALT SURFACE AREAS

Marlin Weisheit: Highway Engineer.

Bobby Howard: I have two (2) items tonight. The first one (1) on the agenda here is, as you are aware the Oak Grove Phase II Project, the surface material on that asphalt had a failed surface test by INDOT. And INDOT reviewed it and recommended a hundred percent (100%) credit on that project being a Federal Aid Project. INDOT's recommendation carries a lot of weight but also us as the owners of the project. I was not happy with just a credit for that failed material. I felt that some type of warranty period may be necessary as well to cover if there is a failure. And after several meetings with INDOT, E & B Paving, our project engineer on the job, we have this letter of agreement with E & B Paving that would put a guarantee on the work for a period of five (5) years from the date it was placed on 10-22-16 (October 22, 2016). I have reviewed this. I have that highlighted area of where it was failed material. And like I said, it was credited back at a hundred percent (100%). So it was put in at no cost to the County. It is not guaranteed to fail by any means, and it is a non-traffic area. But I felt that the County should have protection.

Marlin Weisheit: I appreciate that.

Bobby Howard: And that's what this letter of agreement is intended to do.

Marlin Weisheit: So do we need to approve that by motion? Or do you just making us aware of it?

Bobby Howard: I would recommend approving it by motion, and I need your signatures, as Board President, and E & B Paving has already signed it by their head manager.

Marlin Weisheit: Any questions?

Bob Johnson: No, Sir.

Marlin Weisheit: If not, then I'd entertain a motion to approve the agreement with...

Bob Johnson: I make a motion to approve the agreement with E & B.

Marlin Weisheit: I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you.

Bobby Howard: Thank you.

Marlin Weisheit: (Inaudible) signed.

Andrew Skinner: (Inaudible) originals.

Bobby Howard: I just have this copy (inaudible).

Andrew Skinner: This is all stuff for you to sign.

(E & B Warranty Agreement is located on Pages 41 through 42 of these Official Minutes)

SHILOH ROAD SPEED AND WEIGHT LIMIT RESOLUTION 2017-11

Bobby Howard: The next item I have is in regard to public awareness in regards to Shiloh Road. There was a concern about speeding along that roadway. Upon investigation, there is no speed limit signs posted. The speed limit signs in the vicinity of Ashby Road are thirty (30) miles an hour and I would recommend the same be posted at Shiloh Road and I believe with the Board's approval the attorney would need to draft a Resolution for the speed limit to be thirty (30) miles an hour on Shiloh Road so we can post that speed limit. And then also in regards to a weight limit, about ten (10) tons on the roadway as well. And I believe both could be done with a Resolution.

Marlin Weisheit: You need two (2) separate motions on that you think? Or just approve it on...

Bobby Howard: I think one (1) would be sufficient.

Marlin Weisheit: You want to make that motion?

Andrew Skinner: Yeah, we can draft that Resolution for the Board's approval next meeting, if you like.

Marlin Weisheit: Do it by consensus today then?

Andrew Skinner: Sure.

Marlin Weisheit: Okay.

Bob Johnson: I make a motion to approve.

Marlin Weisheit: We need a motion today or just consensus?

Bobby Howard: If they do a motion today, it's just approved subject to our review of the (inaudible).

Andrew Skinner: Oh, sure, sure.

Bobby Howard: So it doesn't have to come back to a meeting.

Marlin Weisheit: Okay.

Kristine Georges: The Resolution number would be 2017-11.

Marlin Weisheit: Resolution, okay. Include that in your motion.

Bob Johnson: Dash what?

Kristine Georges: '11.

Bob Johnson: Are you sure? Okay, I make a motion to enter into an agreement with the speed limit and weight limit signs on Shiloh Road, 2017-11.

Marlin Weisheit: I'll second that Resolution. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries two, zero (2-0). Thank you. You have anything else, Bobby?

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

(Resolution 2017-11 is located on Pages 42 through 43 of these Official Minutes)

COUNTY PURCHASING

Marlin Weisheit: Okay, County Purchasing, you have anything today, Joe?

COUNTY SHERIFF

Marlin Weisheit: Sheriff, you have anything?

Brett Kruse: No, Sir.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: Mr. Bruner? I'd like to call him up.

Marlin Weisheit: Yep.

Raleigh Bruner: I'd like to thank you (Inaudible) your time. I've only been little over an hour waiting. Does that mean I get an hour?

Marlin Weisheit: Not hardly. Just state your name.

Roger Emmons: You don't need an hour.

Raleigh Bruner: Right. So my name is Raleigh Bruner for those of you who don't know me. I'm the Owen Township Trustee up in the north end of Warrick County. I've come before the Board this evening to talk a little bit about our Gentry Cemetery that the Township owns and give you a little history about it first if you don't mind. I've got some talking points here. I'll try to be brief. I'd like to thank you first. Our cemetery, Gentry Cemetery, goes back, probably well over a hundred and seventy-five (175) years old. We have about twenty (20) tombstones in this cemetery. One (1) being a Civil War veteran, George Gentry. So this is just a small country cemetery. Many...

Roger Emmons: Is that about an acre in size?

Raleigh Bruner: What's that, Sir?

Roger Emmons: It's one (1) acre?

Raleigh Bruner: The property we own is one (1) acre. I have the deed for that, and I presented it at the meeting the other evening.

Roger Emmons: Right.

Raleigh Bruner: So many years ago, the old Tecumseh Coal Mine, mined all the property around that area up there. Took about a third of Owen Township basically. A lot of our cemeteries was left with just an access roads to them. So like the other cemeteries in the area, Peabody, is now the coal company that owns the property around the cemeteries. All the cemeteries in our area have a road that leads back to the cemetery and basically it's a dead end road. One lane. One access lane back. It dead ends there. And I've got pictures of the other cemeteries in the area that you can see: McCleary Cemetery, Leslie Cemetery, Floyd Cemetery.

Roger Emmons: Address the Board.

Raleigh Bruner: Oh, I'm sorry. And I would like to present these pictures to you just to look at if you don't mind.

Marlin Weisheit: Sure.

Raleigh Bruner: And you can pass them around. Like I said, you'll see on the pictures, they have a road name sign. It'll have the cemetery's name, McCleary Cemetery or, or Floyd Cemetery or, and it'll have a dead end road sign, you know. None of these roads back to these cemeteries have ever been gated or ever been, had any restrictions or access restrictions to them. They've been like that for over fifty (50) or sixty (60) years when the coal mine left. Gentry Cemetery is the only cemetery in the area that's ever, ever had a gate placed at the entrance restricting access. So for decades the cemetery was open to the public. But in the latter years, Peabody leased off some of the property for hunting leases. The gate went up at the road and the access to the cemetery was cut off. The Trustee's Office and I know the County was, they received a lot of complaints. So the County did go back in, make some improvements to the road and allowed, and the lease owners allowed the, the Trustee, to clean the cemeteries. They allowed it to be open on Memorial Day weekend only for viewing or for residents to come in and check out the cemetery. It's the obligation of, the law says the Trustee's Office has to maintain the cemeteries. And I think that the County has to maintain the road into them. The County's always been really good about maintaining the roads and you know we thank you for that. Lately we've been getting a lot more complaints, VFW, the Legion. One (1) time the Legion had to place a flag out at the end of the road because the gate was locked. I'd unlocked it, left for the weekend, and somebody came back and locked it and the flag didn't get placed back at the Veteran's Cemetery and it was pretty upsetting for them. So that kind of brings us to, like right now, Peabody's sold off all the property and the property around our cemeteries is being sold off. The only access we have is this access road coming in. Now we have the deed to our property. And you know we don't want to be landlocked. I have maps and, and, and a plat book. I have a map from back in the '70's and a plat book from '88, and it clearly shows the Gentry Cemetery Road, and it's an old road. I'm sure that our forefathers and, and the powers that be, would be back then, you know, these roads were built to go to the cemeteries, and the coal mines mined all, everything around them. But they did replace the roads, you know, back to the cemeteries even though there wasn't any houses. I don't think they did this because they wanted to. They did it cause they had to.

Roger Emmons: Sure.

Raleigh Bruner: So this is a picture of the end of Gentry Road. I'm gonna pass these pictures around and the road leading back to it. You'll see the gates, locked, and the road going back up to the cemetery. And we, we talked in emails with the Peabody people about opening it up and stuff. Of course I've got a key and I've got the lock. It's unlocked now. But we really need the gate to come down. And if you look at the gates there at the end of that cemetery, this comes, this road where it comes into Barren Fork Road, if someone was to run off the road there at that curb, they're not going to go up into a road. They're going to hit a concrete filled piece of steel. That car's going to go into that. It's not going to go off into the woods or up into the road, it'll...Peabody says, you know, they're worried about safety and people driving back there. I've seen a lot of people run off the roads when there's a curve like that coming over a hill. I would be more worried about running into that green pole then running off in the pit back there. Because most of these cemeteries as you see are surrounded by the pits. That's just the way they left them. There wasn't any reclamation. They left them a small road back to the cemetery. So our Township Board voted to install a fence around our cemetery back there. And I guess what we're really, we would request the County, we'd like some help with a survey. It's a simple survey of our property up there. If they could do that. If not, we're just going to, we have an acre of ground. The cemetery encompasses about seventy (70) feet by eight (80) feet and we'll put up the fence. It's not that big a deal, but our main request is we have to secure an easement or road right-of-way so we can have access to this cemetery and, and it should be unrestricted. Our, our, our Township residents should be able to drive back there at any time. We need to do this, the property's going to be sold and if we don't get access to it, you know, I don't know, I guess we'll keep fighting it or whatever. I'd rather not. I'd rather for us to go ahead and have the County Attorney send them a letter to say, you know, take the gate down and let the Township take care of the cemetery. Let the people go back there. I guess, in the one (1) picture, I, I, I took from down on the road, they've been doing the surveying up there. And there's a hole there where they did the surveying and it goes right straight up the road. So they know that there's access. They're giving right-of-way back to this back piece of property from both sides of that first two (2) properties that they're splitting up. You know it's going to be easy to get right-of-way to the other, to the back. So you know, I

mean I just think that the County should have Peabody give us the right-of-way back there. It's not much different than any of these other cemeteries.

Marlin Weisheit: Yeah, and I agree with you Raleigh. I really do. And I don't have a problem, if the rest of the Board's okay with it, just to have them, Legal Counsel, send them a letter. You know, the Township's requested it to the County, and we're in agreement that we'd like to see the gate come down, right-of-way done. And I don't know why Peabody wouldn't want to survey off your acre. I mean they're surveying all that ground over there to sell it, so why wouldn't they...

Raleigh Bruner: I asked myself the same thing. They said they couldn't find the deed and they didn't know it was there. But since then I've talked to another person from Peabody. They said, "We know it's there."

Marlin Weisheit: Yeah.

Raleigh Bruner: There's act...he said, I'm not going to repeat, but I hate to, but he kind of talked to me. There's actually access and road right-of-way built in to their agreements for this property that they're selling.

Marlin Weisheit: Yeah.

Raleigh Bruner: I mean they can't sell it. And I think there's a law about selling landlocked property. Is there not? I mean can you even do that anymore? If, if I own property back there, can they? And there's a road to it...

Marlin Weisheit: There's, there's property that is landlocked in Warrick County. And a lot of it due to coal mining.

Raleigh Bruner: I understand that, but is there a road now?

Marlin Weisheit: There's a road there now.

Raleigh Bruner: Okay, okay.

Marlin Weisheit: And I'm okay with the County, I don't want to see the County maintain, I mean we can maintain access...

Raleigh Bruner: Well...

Marlin Weisheit: But as far as it being a...

Roger Emmons: Turning it into a County maintained...

Raleigh Bruner: Again, I'm sorry.

Marlin Weisheit: (Inaudible).

Roger Emmons: (Inaudible).

Raleigh Bruner: And back to the emails, we don't want a fifty (50) foot right of way, superhighway. We just want the one (1) lane back...

Marlin Weisheit: Yeah.

Raleigh Bruner: Maintained like it always has been here for the last...

Marlin Weisheit: Where you can get in and out.

Raleigh Bruner: Yeah.

Marlin Weisheit: We might have to put up a couple of guard rails there in a couple of those places...

Raleigh Bruner: There's a couple of places, where it goes over the dam area on the old pit.

Marlin Weisheit: You know (inaudible) liability.

Raleigh Bruner: You know you might need a guard rail or two (2).

Bobby Howard: Is there a way to do this as an access easement and not a County road?

Marlin Weisheit: I would hope so, yeah.

Bobby Howard: That's, that's what I'm more inclined...

Roger Emmons: It would take a lot of work to bring it up to County maintained (inaudible).

Marlin Weisheit: I'm not interested in doing that. Nobody lives back there.

Raleigh Bruner: Right, right.

Marlin Weisheit: As long as we can just have an access road to it.

Raleigh Bruner: We just don't want a gate up back there anymore.

grown up, but the mine did put an easement back to it and they rocked it all the way back. The mine put that in up there.

Raleigh Bruner: Yes.

Marlin Weisheit: And you know it don't go to nowhere, but that old cemetery and some trees growing around it. But it is, you can get to it.

Raleigh Bruner: Yeah.

Marlin Weisheit: And that's what we've got to be able to do here.

Raleigh Bruner: That's what we've got to do.

Marlin Weisheit: And in my opinion, we just need to be able to get to it and get out.

Bobby Howard: And the mine has done that on New Harmony Road, to Millersburg Cemetery, and some others. I don't see why they wouldn't work with us.

Marlin Weisheit: Yeah. I think they will. We're working with them on a lot of other projects. So hopefully they will. So your request is granted. I don't know if we need to put that in the form of a motion today. Probably wouldn't hurt, would it?

Andrew Skinner: If you want, we can do a motion for us to draft a letter to Peabody requesting an access easement and right-of-way, and taking of the land would require, would be much more intense. But a simple request for the gate to be removed and easement provided to the County for access to the mine could be something we could ask them for.

Marlin Weisheit: And also a, for a survey of the cemetery. I don't think it would hurt to ask for that from them. I mean they're responsible if they're selling that ground to survey.

Raleigh Bruner: The Leslie Cemetery behind Bob's over there, they, they did mark the corners of it for them.

Marlin Weisheit: Yeah. That's been years ago.

Raleigh Bruner: Yeah.

Marlin Weisheit: And you don't have to maintain that one (1), do you? That family still...

Raleigh Bruner: No, no that's under a Board. And the ones that have a private Board, you know we don't have to, we don't have to maintain. Only the ones that have been abandoned or in this case, this was signed over to the township, I think it was back in 1920...

Roger Emmons: 1939.

Raleigh Bruner: '39? Okay. Yeah, okay.

Marlin Weisheit: I'd entertain a motion the, to have Legal Counsel to draft that letter with those requests to send it to Peabody.

Bob Johnson: I make a motion for our County Attorney to draft a letter to send to Peabody to request access and right-of-way to Gentry Cemetery.

Andrew Skinner: Easement.

Bob Johnson: Easement.

Roger Emmons: And to remove the fence.

Andrew Skinner: To remove...

Raleigh Bruner: (Inaudible) remove the gate.

Bob Johnson: And remove the gate.

Marlin Weisheit: And possibly survey the property?

Bob Johnson: And survey...

Marlin Weisheit: We can request it.

Raleigh Bruner: They can probably do it.

Bob Johnson: And possibly survey the property.

Marlin Weisheit: Okay, I'll second that motion. All in favor say, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries (2-0).

Raleigh Bruner: Thank you. I appreciate it, Gentlemen.

Marlin Weisheit: Thank you for your (inaudible).

Raleigh Bruner: I appreciate it very much.

Marlin Weisheit: Thanks for coming today, Raleigh. Appreciate it, for getting that resolved.

Bob Johnson: Thank you for your time.

Roger Emmons: Want your photos back, buddy?

Raleigh Bruner: Thanks.

Marlin Weisheit: There's your plat book too. And your map.

Roger Emmons: Yeah. Thanks, Raleigh.

Raleigh Bruner: Thank you very much, Guys.

Marlin Weisheit: Good to see you again.

Raleigh Bruner: Good to see you guys.

Marlin Weisheit: Old former employee there.

Raleigh Bruner: That's right.

Marlin Weisheit: Okay. Got anything else?

Bob Johnson: No, Sir.

Marlin Weisheit: If not, I'd entertain one (1) more motion.

Bob Johnson: I make a motion that we dismiss.

Marlin Weisheit: Second. All in favor, aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Meeting adjourned.

ADJOURNMENT: Meeting adjourned at 5:20 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

Ordinance No. CC-2017-09

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

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

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

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

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

Arbor Pointe Drive and northerly portion of Stahl Road to be vacated

Part of Lots 5 and Lot 6 in Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in the office of the Recorder of Warrick County, Indiana which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Beginning at the southeast corner of Lot 2 in said Warrick Trail Apartment Homes P.U.D, said point being the point of curvature of a curve to the left having a radius of 50.00 feet and a delta angle of 90 degrees 02 minutes 59 seconds from which the long chord bears North 45 degrees 18 minutes 40 seconds East 70.74 feet; thence along the arc of said curve 78.58 feet; thence North 00 degrees 17 minutes 11 seconds East 64.64 feet to the point of curvature of a curve to the left having a radius of 35.00 foot and a delta angle of 45 degrees 05 minutes 57 seconds from which the long chord bears North 22 degrees 15 mins 42 seconds West 26.84 feet; thence along the arc of said curve 27.55 feet to the point of curvature of a non-tangent curve to the right having a radius of 50.00 feet and a delta angle of 80 degrees 47 minutes 45 seconds from which the long chord bears North 00 degrees 05 minutes 06 seconds East 70.59 feet; thence along the arc of said curve 78.39 feet to the point of curvature of a non-tangent curve to the left having a radius of 100.00 feet and a delta angle of 08 degrees 05 minutes 42 seconds from which the long chord bears North 30 degrees 18 minutes 24 seconds West 14.12 feet; thence along the arc of said curve 14.13 feet; thence North 34 degrees 21 minutes 14 seconds West 103.80 feet to the point of curvature of a curve to the right having a radius of 150.00 feet and a delta angle of 34 degrees 41 minutes 24 seconds from which the long chord bears North 17 degrees 00 minutes 32 seconds West 89.44 feet; thence along the arc of said curve 90.82 feet; thence North 00 degrees 29 minutes 10 seconds East 307.41 feet to the point of curvature of a non-tangent curve to the left having a radius of 50.00 feet and a delta angle of 60 degrees 00 minutes 00 seconds from which the long chord bears South 89 degrees 39 minutes 50 seconds East 50.00 feet; thence along the arc of said curve 52.36 feet to a point of intersection with a non-tangent line; thence South 00 degrees 29 minutes 10 seconds West 307.41 feet to the point of curvature of a curve to the left having a radius of 100.00 feet and a delta angle of 34 degrees 41 minutes 24 seconds from which the long chord bears South 17 degrees 00 minutes 33 seconds East 59.62 feet; thence along the arc of said curve 60.58 feet; thence South 34 degrees 21 minutes 14 seconds East 103.80 feet to the point of curvature of a curve to the right having a radius of 150.00 feet and a delta angle of 12 degrees 01 minutes 40 seconds from which the long chord bears South 28 degrees 20 minutes 24 seconds East 31.43 feet; thence along the arc of said curve 31.49 feet to the point of curvature of a non-tangent curve to the right having a radius of 50.00 feet and a delta angle of 119 degrees 25 minutes 19 seconds from which the long chord bears South 14 degrees 21 minutes 02 seconds East 86.37 feet; thence along the arc of said curve 104.26 feet to the point of curvature of a non-tangent curve to the left having a radius of 35.00 feet and a delta angle of 45 degrees 05 minutes 57 seconds from which the long chord bears South 22 degrees 50 minutes 09 seconds West 26.84 feet; thence along the arc of said curve 27.55 feet; thence South 00 degrees 17 minutes 11 seconds West 114.73 feet; thence North 89 degrees 39 minutes 50 seconds West 100.04 feet to the point of beginning containing 0.91 acres (39,838 sq.ft.).

10' Public Utility Easement to be vacated

All that part of the 10 foot Public Utility Easement recorded in Document Number 2007R-011939 in the office of the Recorder of Warrick County, Indiana, lying in Lot 5 of Warrick Trail Apartment Homes P.U.D. as per plat thereof, recorded in Document Number 2016R-003186 in said office of the Recorder, which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, and more particularly lying east of the right of way of Arbor Pointe Drive to be vacated.

10' Public Utility Easement to be vacated

Part of the 10 foot Public Utility Easement recorded in Document Number 2007R-011939 in the office of the Recorder of Warrick County, Indiana, being part of Lots 2 and 6 of Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in said office of the Recorder which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Commencing at an east corner of Lot 2 in said Warrick Trail Apartment Homes P.U.D; thence along the east line thereof, North 00 degrees 38 minutes 10 seconds East 88.04 feet to the point of beginning; thence South 45 degrees 22 minutes 50 seconds West 18.03 feet; thence North 89 degrees 39 minutes 35 seconds West 136.64 feet to a point on an easterly line of said 10 foot public utility easement; thence along said easterly line, North 00 degrees 21 minutes 24 seconds East 10.00 feet; thence South 89 degrees 39 minutes 35 seconds East 132.50 feet; thence North 45 degrees 22 minutes 50 seconds East 32.57 feet to the west line of Arbor Pointe Drive to be vacated, said point being the point of curvature of a non-tangent curve to the left having a radius of 150.00 feet and a delta angle of 03 degrees 54 minutes 31 seconds from which the long chord bears South 32 degrees 25 minutes 11 seconds East 10.23 feet; thence along the arc of said curve and Arbor Pointe Drive, 10.23 feet; thence South 45 degrees 22 minutes 50 seconds West 46.52 feet to the point of beginning, containing 0.05 Acres (1,981 sq.ft.).

26' Temporary Cul-de-sac Easement to be vacated

Part of Lots 1, 2 and 6 of Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in the office of the Recorder of Warrick County, Indiana which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

All of the 25 foot South Cul-de-sac Temporary Construction Easement recorded in Document Number 2013R-000632 in the office of the said Recorder, lying in Lots 1, 2 and 6 of Warrick Trail Apartment Homes P.U.D.

Other Temporary Easements shown in plat of Arbor Pointe Section 1, Document No. 2008R-000250-1 & 2 not addressed in plat of Warrick Trail Apartments PUD, Document No. 2016R-003186 as being vacated

A) Temporary Offsite 12' D.E. #12 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1, & 2. Easement was replaced with a permanent 12' D.E. at the southeast corner of Lot 1 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

B) Temporary Offsite 10' P.U.E. #16 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1, & 2. Easement was replaced with a permanent 10' P.U.E recorded in Document No. 2007R-011939. Temporary easement is located along westerly side of Lots 2 & 6 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

C) Temporary Offsite 10' P.U.E. #22 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1 & 2. Portion of easement was replaced by a permanent 12' R.P.U.E. recorded in Document No. 2008R-007147. Temporary easement is located along eastern side of Lot 2 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

See Exhibit "A" for Areas to be Vacated

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

Board of Commissioners for Warrick County

President

Member

Vice-President

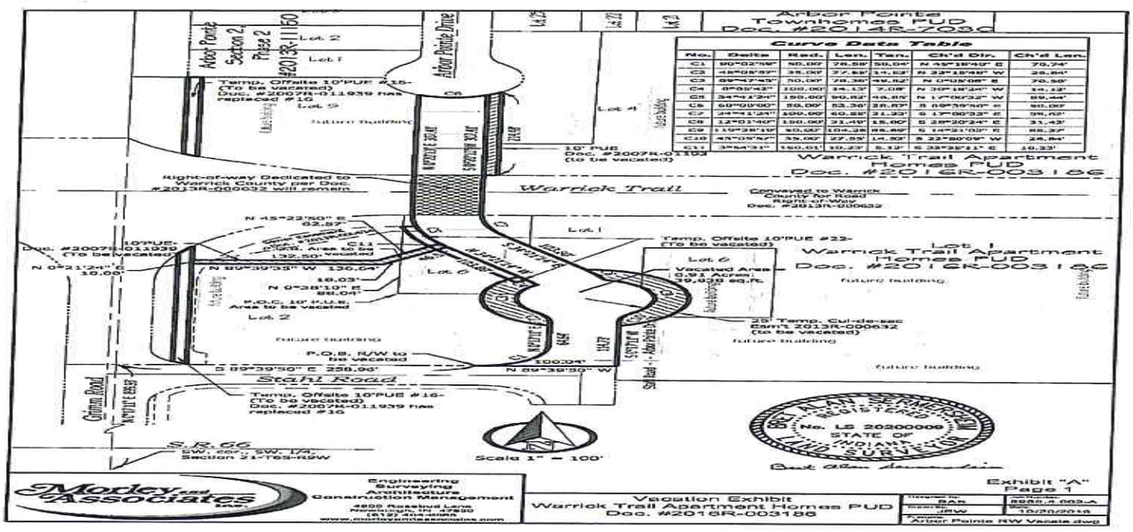
Attest:

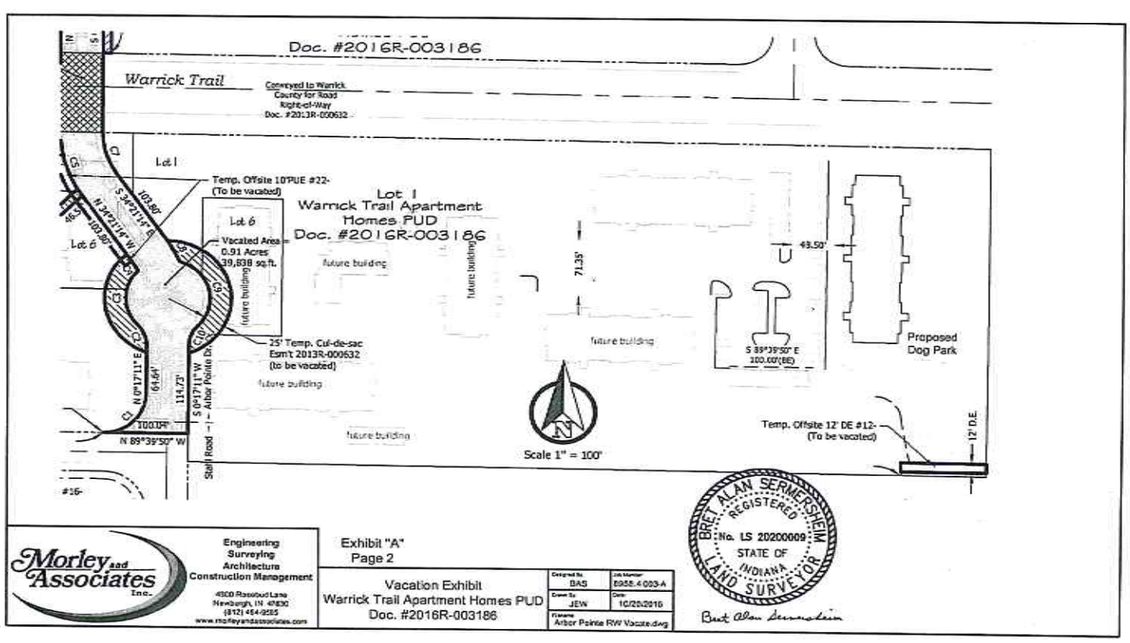
County Auditor

Tax Parcel No's: 87-12-21-306-001.000-019; 87-12-21-306-002.000-019; 87-12-21-306-005.000-019; 87-12-21-306-006.000-019

THIS INSTRUMENT WAS PREPARED BY Bret A. Sermersheim of Morley and Associates, Inc. 4800 Rosebud Lane Newburgh, IN 47630
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
Bret A. Sermersheim (signature) Bret A. Sermersheim (printed name).

J:\8958\8958-4\8958-4\Surveying 3D\Documents\Vacate\8958 Ordinance right of way vacate.docx





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AE2

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

TELEPHONE (812) 424-2481
FACSIMILE (812) 425-3463

www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS

January 30, 2017

Robert B. Howard
107 W. Locust Street
Room 208 Courthouse
Boonville, IN 47601

Greetings,

In regard to the Waters Edge Subdivision Section V, no street improvements are planned for this development nor will any new streets be installed. We request your approval for the Subdivision at the meeting to be held on March 13, 2017. If you have any comments or concerns regarding the development please contact me.

Regards,

Donald E. Gries, PS
Andy Easley Engineering, Inc.

FILED
JAN 3 0 2017
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:

Marlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:

Auditor
Date: 4-10-17

WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, IN 47601

Certificate of Compliance – Knight Court
Plan and Specifications - Street Construction

Submission Date: March 30, 2017

Probable Start Construction: April 15, 2017

Probable Finish Construction: April 15, 2022

Project Location: Property located on the East Side of Grimm Road, Newburgh, IN 47630, a distance of 1,500 feet East of the Southeast corner formed by the intersection of Grimm Road and State Road 66.

Describe in Detail type of street construction:

There are no proposed streets to be constructed.

All storm sewers shall be High Density Polyethylene Pipe (HDPE).

All earthwork shall be compacted to 95% standard proctor.

Name of Street:	No. of Lineal Ft.	Est. Cost of Construction:
N/A	0	$ 0.00
TOTAL Streets		$ 0.00
Signage:		
N/A	0	$ 0.00
TOTAL Signs		$ 0.00
Drainage:		
12" FES	1 @ $670/EA	$ 670.00
12" HDPE	439 @ $30/LF	$ 13,170.00
Area Drain	4 @ $1,775/EA	$ 7,100.00
Curb Inlet	1 @ $2,000/EA	$ 2,000.00
Backfill	270 @ $25/TN	$ 6,750.00
Rip Rap (Energy Dissipator)	25 @ $50/TN	$ 1,250.00
TOTAL Storm Sewer System		$ 30,940.00

TOTAL Estimated cost of Streets, Storm Sewer System, and Signs. $ 30,940.00

FILED
MAR 3 0
WARRICK COUNTY
AREA PLAN COMMISSION

J:\0000s\0100-0109\0138\Civil 3D\Documents\Primary Plat\0138 Primary Certificate of Compliance
Page 1

I, the Owner of the above named subdivision certify that the information given above is correct and I will build all named streets accordingly and in compliance with the plans and specifications as submitted and attached hereto.

Owner name: Mystic Development, LLC

Signature:

Address: 400 E Sycamore Street, Evansville, IN 47713

I certify that to the best of my knowledge and belief:

That these plans and specifications for this subdivision are in Compliance with the Standards for road and street construction as set forth in the subdivision Control Ordinance for Warrick County, Indiana.

That the plans and specifications as presented and attached hereto are under my dominion and control and were created by me and my employees.

Signature 5-30-17

Typed Name James E Morley

Engineer X Licensed Land Surveyor Ind. Reg. No. PE10100250

Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-0585

SEAL

I will perform reasonable and periodic inspection of this project during construction to determine that such construction is in accordance with the plans and specifications for this project as approved by the Board of County Commissioners, Warrick County, Indiana, and attached hereto.

Signature 5-30-17

Typed Name James E Morley

Engineer X Licensed Land Surveyor Ind. Reg. No. PE10100250

Address 4800 Rosebud Lane, Newburgh, IN 47630 Phone No. 812-464-0585

SEAL

J:\0000s\0100-0109\0138\Civil 3D\Documents\Primary Plat\0138 Primary Certificate of Compliance
Page 2

Reviewed By: Area Plan Commission

Date: _____ Comments _____

By: _____

Reviewed By: County Engineer

Date: 4/5/17 Comments _____

By: _____

Approval granted by the Board Of County Commissioners this _____ day of _____, 2017.

President

Member

Member

Attest:

County Auditor

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and the County Engineer. One Copy shall be retained by the Licensed Land Surveyor or Engineer and the property owner shall receive a copy.

J:\9000s\9100-9199\9135\Civil 3D\Documents\Primary Plat\9135 Primary Certificate of Compliance

Page 3

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

April 4, 2017

Warrick County Area Plan Commission
Attention: Sheila Lacer
107 W. Locust Street, Suite 201
Boonville, IN 47601

Re: Knight Court
No Road Improvements Request Letter
Morley and Associates, Inc. Project # 9135.4.002-B

Dear Sheila:

On behalf of Mystic Development, LLC we ask that this project require no road improvements. The project will access existing County Roads via new commercial drives.

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

Thank you.

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

cc: File

BOARD OF COMMISSIONERS:

Merlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:

Auditor
Date: 4-10-17

J:\9000s\9100-9199\9135\Civil 3D\Documents\Primary Plat\9135 Road Improvement Letter

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

WARRICK COUNTY, INDIANA
Board of County Commissioners
Court House
Boonville, In. 47601

FILED
MAR 31 2017
WARRICK COUNTY
AREA PLAN COMMISSION

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date: March 29, 2017

Probable Start Construction: May 8, 2017

Probable Finish Construction: May 8, 2022

Project Location: Located on the west side of Park Place Drive approximately 425 feet north of the Park Place Drive and Peachwood Drive intersection.

Describe in detail type of street construction:

Streets will be constructed 20 feet in width with an inverted crown. The streets will consist of 8 inches of #53 stone, 2½ inches of HMA base and 1½ inches of HMA surface.

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
Maelyn Court	190' @ $80/ LF	$ 15,200.00
Micah Drive	190' @ $80/ LF	$ 15,200.00
Claire Court	187' @ $80/ LF	$ 14,960.00
Comm. Drive for Maelyn Ct		$ 1,960.00
Comm. Drive for Micah Dr		$ 1,960.00
Comm. Drive for Claire Ct		$ 1,960.00
10% Contingency		$ 5,124.00
TOTAL		$56,364.00

Name the Streets the Area Plan Commission has required sidewalks and what is the estimated cost of their construction:

Maelyn Court : 210-LF @ $12.00 / L.F.= $2,520.00
Road 2 : 211-LF @ $12.00 / L.F.= $2,532.00
Road 3 : 228-LF @ $12.00 / L.F.= $2,736.00

Total Estimated Cost of Street & Sidewalk Construction is $ 64,152.00
Total Estimated Cost of Storm Sewer Construction is $ 54,358.70

Reviewed By: Area Plan Commission
Date: _____ Comments: _____
By: _____

Reviewed By: County Engineer
Date: 4/10/17 Comments: _____
By: [signature]
(If needed additional space provided on back page)

Reviewed By: County Surveyor
Date: _____ Comments: _____
By: _____

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 10 DAY OF April, 2017.

[signature]
PRESIDENT
MEMBER
[signature]
MEMBER

ATTEST:
[signature]
COUNTY AUDITOR

Additional Space for Comments:

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

March 29, 2017

Warrick County Area Plan Commission
107 W. Locust Street
Courthouse Room 201
Boonville, IN 47601

Re: Orchard View PUD - Section 2
Engineer's Cost Estimate
Our Project, No.: 16-2524

		Quantity	Unit	$ / Unit	Amount to Complete
Maslyn Court - Commercial Drive (Within R/W)					
1" H.M.A. Surface		2.5	TON	$90.00	$200.00
6" H.M.A. Base (2 Layers of 3")		14	TON	$70.00	$980.00
6" Compacted Aggregate Base		14	TON	$20.00	$280.00
Saw Cut and Remove Curb		1	LS	$500.00	$500.00
Sub-Total:	*Maslyn Court - Commercial Drive (Within R/W)*				*$1,960.00*
Micah Drive - Commercial Drive (Within R/W)					
1" H.M.A. Surface		2.5	TON	$80.00	$200.00
6" H.M.A. Base (2 Layers of 3")		14	TON	$70.00	$980.00
6" Compacted Aggregate Base		14	TON	$20.00	$280.00
Saw Cut and Remove Curb		1	LS	$500.00	$500.00
Sub-Total:	*Micah Drive - Commercial Drive (Within R/W)*				*$1,960.00*
Claire Court - Commercial Drive (Within R/W)					
1" H.M.A. Surface		2.5	TON	$80.00	$200.00
6" H.M.A. Base (2 Layers of 3")		14	TON	$70.00	$980.00
6" Compacted Aggregate Base		14	TON	$20.00	$280.00
Saw Cut and Remove Curb		1	LS	$500.00	$500.00
Sub-Total:	*Claire Court - Commercial Drive (Within R/W)*				*$1,960.00*
	Sub-Total: Street Cost Estimate				*$5,880.00*
	10% Contingency				*$588.00*
	Total: Street Cost Estimate				*$6,468.00*

Prepared by:
[signature]
Glen Meritt, Jr., P.E.
Indiana Registration #: 10403870
Date: 3-29-17

cc: Brent Holwager
File

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

March 29, 2017

Warrick County Area Plan Commission
107 W. Locust Street
Courthouse Room 201
Boonville, IN 47601

Re: Orchard View P.U.D. - Section 2
Engineer's Cost Estimate
Our Project, No.: 16-2524

		Quantity	Unit	$ / Unit	Amount to Complete
Storm Sewer					
12" R.C.P.		730	LF	$20.00	$14,600.00
15" R.C.P.		65	LF	$23.00	$1,495.00
18" R.C.P.		269	LF	$28.00	$7,532.00
12" Flared End Section		2	EA	$350.00	$700.00
15" Flared End Section		1	EA	$500.00	$500.00
30" x 30" "B" Box		12	EA	$1,200.00	$14,400.00
30" x 48" Box		1	EA	$2,100.00	$2,100.00
Remove existing 18" HDPE		206	LF	$15.00	$3,090.00
Bedding/Backfill		1	LS	$5,000.00	$5,000.00
Sub-Total:	*Storm Sewer*				*$49,417.00*
10%	*Contingency*				*$4,941.70*
Total:	*Storm Sewer*				*$54,358.70*

Prepared by:
[signature]
Glen Meritt, Jr., P.E.
Indiana Registration #: 10403870
Date: 3-29-17

cc: Brent Holwager
File

414 CITADEL CIRCLE, SUITE B
EVANSVILLE, IN 47715

PH: 812.401.5561
FAX: 812.401.5563

Ordinance No. CC-2017-09

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

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

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

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

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

Arbor Pointe Drive and northerly portion of Stahl Road to be vacated

Part of Lots 5 and Lot 6 in Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in the office of the Recorder of Warrick County, Indiana which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Beginning at the southeast corner of Lot 2 in said Warrick Trail Apartment Homes P.U.D, said point being the point of curvature of a curve to the left having a radius of 50.00 feet and a delta angle of 90 degrees 02 minutes 59 seconds from which the long chord bears North 45 degrees 18 minutes 40 seconds East 70.74 feet; thence along the arc of said curve 78.58 feet; thence North 00 degrees 17 minutes 11 seconds East 64.64 feet to the point of curvature of a curve to the left having a radius of 35.00 feet and a delta angle of 45 degrees 05 minutes 57 seconds from which the long chord bears North 22 degrees 15 minutes 48 seconds West 26.84 feet; thence along the arc of said curve 27.56 feet to the point of curvature of a non-tangent curve to the right having a radius of 50.00 feet and a delta angle of 80 degrees 47 minutes 46 seconds from which the long chord bears North 00 degrees 06 minutes 06 seconds East 70.58 feet; thence along the arc of said curve 78.39 feet to the point of curvature of a non-tangent curve to the left having a radius of 100.00 feet and a delta angle of 08 degrees 05 minutes 42 seconds from which the long chord bears North 30 degrees 18 minutes 24 seconds West 14.12 feet; thence along the arc of said curve 14.13 feet; thence North 34 degrees 21 minutes 14 seconds West 103.80 feet to the point of curvature of a curve to the right having a radius of 150.00 feet and a delta angle of 34 degrees 41 minutes 24 seconds from which the long chord bears North 17 degrees 00 minutes 32 seconds West 89.44 feet; thence along the arc of said curve 90.82 feet; thence North 00 degrees 20 minutes 10 seconds East 307.41 feet to the point of curvature of a non-tangent curve to the left having a radius of 60.00 feet and a delta angle of 60 degrees 00 minutes 00 seconds from which the long chord bears South 89 degrees 39 minutes 50 seconds East 60.00 feet; thence along the arc of said curve 62.83 feet to a point of intersection with a non-tangent line; thence South 00 degrees 20 minutes 10 seconds West 307.41 feet to the point of curvature of a curve to the left having a radius of 100.00 feet and a delta angle of 34 degrees 41 minutes 24 seconds from which the long chord bears South 17 degrees 00 minutes 33 seconds East 59.62 feet; thence along the arc of said curve 60.55 feet; thence South 34 degrees 21 minutes 14 seconds East 103.80 feet to the point of curvature of a curve to the right having a radius of 150.00 feet and a delta angle of 12 degrees 01 minutes 40 seconds from which the long chord bears South 28 degrees 20 minutes 24 seconds East 31.43 feet; thence along the arc of said curve 31.49 feet to the point of curvature of a non-tangent curve to the right having a radius of 50.00 feet and a delta angle of 119 degrees 58 minutes 18 seconds from which the long chord bears South 14 degrees 21 minutes 02 seconds East 89.37 feet; thence along the arc of said curve 104.68 feet; thence South 00 degrees 17 minutes 11 seconds West 64.64 feet; thence along the arc of said curve 90.82 feet and a delta angle of 45 degrees 05 minutes 57 seconds from which the long chord bears North 22 degrees 15 minutes 08 seconds West 26.84 feet; thence along the arc of said curve 27.56 feet; thence South 00 degrees 17 minutes 11 seconds West 114.73 feet; thence North 89 degrees 39 minutes 50 seconds West 100.04 feet to the point of beginning containing 0.91 acres (39,638 sq.ft.).

10' Public Utility Easement to be vacated

All that part of the 10 foot Public Utility Easement recorded in Document Number 2007R-011930 in the office of the Recorder of Warrick County, Indiana, lying in Lot 5 of Warrick Trail Apartment Homes P.U.D. as per plat thereof, recorded in Document Number 2016R-003186 in said office of the Recorder, which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, and more particularly lying east of the right of way of Arbor Pointe Drive to be vacated.

10' Public Utility Easement to be vacated

Part of the 10 foot Public Utility Easement recorded in Document Number 2007R-011930 in the office of the Recorder of Warrick County, Indiana, being part of Lots 2 and 6 of Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in said office of the Recorder which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

Commencing at an east corner of Lot 2 in said Warrick Trail Apartment Homes P.U.D; thence along the east line thereof, North 00 degrees 38 minutes 10 seconds East 88.04 feet to the point of beginning; thence South 45 degrees 22 minutes 50 seconds West 18.03 feet; thence North 89 degrees 39 minutes 35 seconds West 136.64 feet to a point on an easterly line of said 10 foot public utility easement; thence along said easterly line, North 00 degrees 21 minutes 24 seconds East 10.00 feet; thence South 89 degrees 39 minutes 35 seconds East 132.50 feet; thence North 45 degrees 22 minutes 50 seconds East 22.57 feet to the westerly line of Arbor Pointe Drive vacated, said point being the point of curvature of a non-tangent curve to the left having a radius of 150.00 feet and a delta angle of 03 degrees 54 minutes 31 seconds from which the long chord bears South 32 degrees 25 minutes 11 seconds East 10.23 feet; thence along the arc of said curve and Arbor Pointe Drive, 10.23 feet; thence South 45 degrees 22 minutes 50 seconds West 46.52 feet to the point of beginning, containing 0.05 Acres (1,981 sq.ft.).

25' Temporary Cul-de-sac Easement to be vacated

Part of Lots 1, 2 and 6 of Warrick Trail Apartment Homes P.U.D., as per plat thereof, recorded in Document Number 2016R-003186 in the office of the Recorder of Warrick County, Indiana which is a part of the Southwest Quarter of Section 21, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana, being more particularly described as follows:

All of the 25 foot South Cul-de-sac Temporary Construction Easement recorded in Document Number 2013R-000632 in the office of the said Recorder, lying in Lots 1, 2 and 6 of Warrick Trail Apartment Homes P.U.D.

Other Temporary Easements shown in plat of Arbor Pointe Section 1, Document No. 2008R-000250 and addressed in plat of Warrick Trail Apartments PUD, Document No. 2016R-003186 as being vacated

A) Temporary Offsite 12' D.E. #12 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1, & 2. Easement was replaced with a permanent 12' D.E. at the southeast corner of Lot 1 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

B) Temporary Offsite 10' P.U.E. #16 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1, & 2. Easement was replaced with a permanent 10' P.U.E recorded in Document No. 2007R-011939. Temporary easement is located along westerly side of Lots 2 & 5 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

C) Temporary Offsite 10' P.U.E. #22 shown on plat of Arbor Pointe Section 1, recorded in Document No. 2008R-000250-1, & 2. Portion of easement was replaced by a permanent 12' R.P.U.E. recorded in Document No. 2008R-007447. Temporary easement is located along easterly side of Lot 2 in the plat of Warrick Trail Apartments PUD recorded in Document No. 2016R-003186.

See Exhibit "A" for Areas to be Vacated

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

Board of Commissioners for Warrick County

President

Member

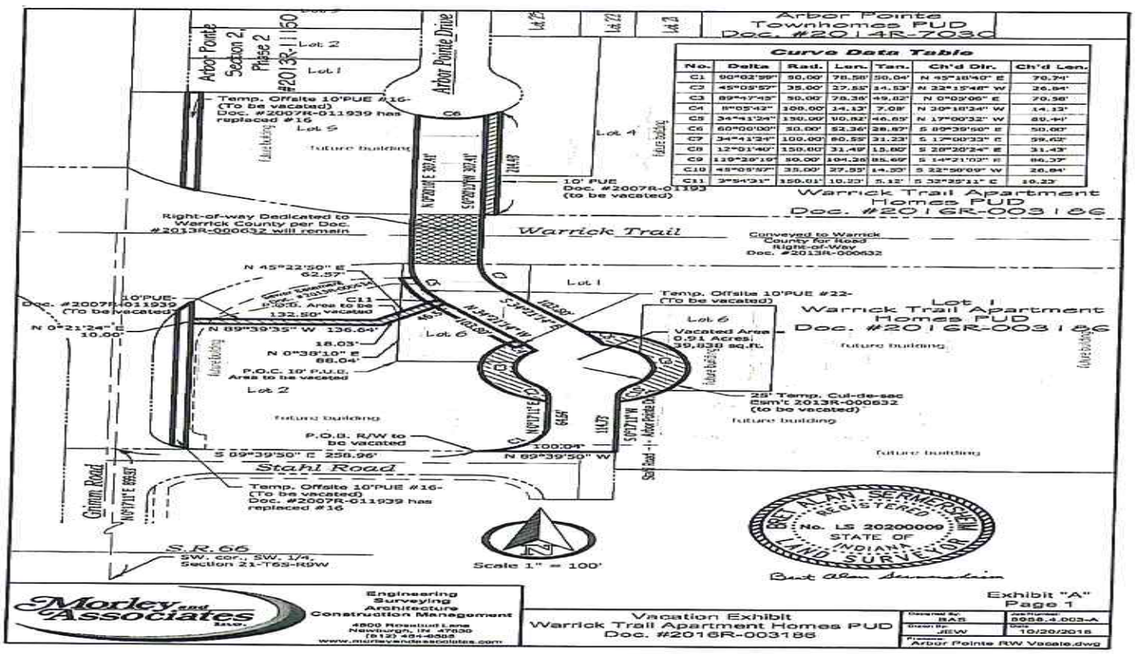
Vice-President

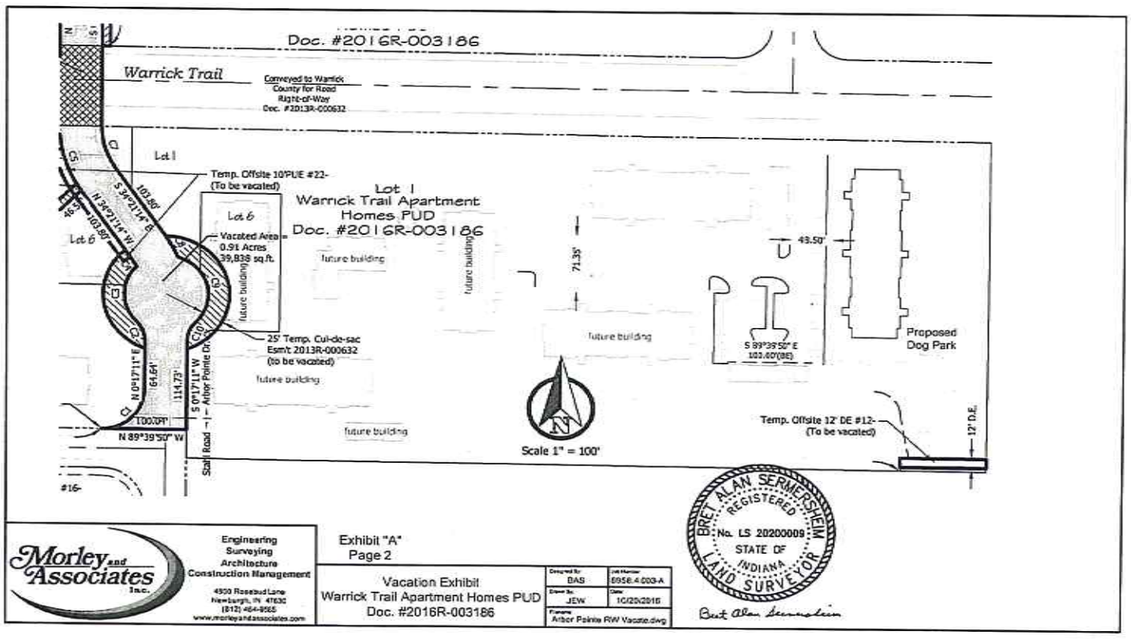
Attest:

County Auditor

Tax Parcel No's: 87-12-21-306-001.000-019; 87-12-21-306-002.000-019; 87-12-21-306-005.000-019; 87-12-21-306-006.000-019

THIS INSTRUMENT WAS PREPARED BY Brel A. Sermersheim of Morley and Associates, Inc. 4800 Rosebud Lane, Newburgh, IN 47630
I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT SOCIAL SECURITY NUMBERS IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
Brel A. Sermersheim (signature) Brel A. Sermersheim (printed name).





Waterstone Village Sec. 4 – Sidewalks

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 4-10-17

Morley and Associates Inc.

Engineering – Surveying – Architecture – Construction Management

March 17, 2017

3/21/17

FILED
MAR 2 1 2017
WARRICK COUNTY
AREA PLAN COMMISSION

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

RE: WATERSTONE VILLAGE – SECTION 4
LETTER OF CREDIT EXTENSION AND RENWAL
OUR PROJECT # 5255.4.001 B

Dear Bobby:
On behalf of Maken Corporation, developer of Waterstone Village Section 4, we are requesting a one year extension for Waterstone Village Section 4. The original permit will expire on May 16, 2017. Due to the slow rate of lot sales, and that sidewalks cannot be built before house construction is done (without damaging them during home construction), we are requesting this extension.

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

Sidewalks along lots: 57, 68

214.2	LF @ $12.00	$2,570.4
	TOTAL	$2,570.4

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

Thank you,

3-17-17
James E. Morley, P.E., P.L.S.
encl: Reduced Plat
Warrick APC Letter

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

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

J:\5000s\5200-5299\5255\Civil\Doc\5255 LOC extension-renewal sec 4 03-17-17.doc
J:\5000s\5200-5299\5255\Civil\5255 Waterstone Sec 4 Sidewalks.dwg

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

C-16-015 – Commercial Driveway – Evansville Christian School

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 4-10-17

PCL | SKANSKA

Skanska USA Civil Midwest, Inc.
P.O. Box 3485
Evansville, IN 47734-3485
Phone 812 425 4264
Fax 812-464 7388
Web www.skanska.com

March 24, 2017

Warrick County Area Plan Commission
107 West Locust Street
Courthouse – Room 201
Boonville, IN 47601

Reference: Irrevocable Letter of Credit No. 20005604930 – C-16-015 ($53,621.70) & 20005604908 – Drainage Construction ($439,477.50) – Epworth Lincoln Subdivision

Dear Ms. Rector,

In response to your March 1, 2017 letter to Mr. Dave Abbott of the Evansville Christian School, in which notified us about the expiring letter of Credits. Please find the following items addressed:

Letter of Credit No. 20005604930 – C-16-015 (Driveway Improvements)

A majority of the work on site has been complete; however, it is our understanding the county will require a full letter of credit on file until 100% of the construction is completed. Therefore, Evansville Christian School intends to submit a new letter of credit for $53,621.70 until 100% of the constructions is completed.

Letter of Credit No. 20005604908 – Drainage Construction

A majority of the drainage system has been installed and is functioning today. I have attached a copy of the Engineer's Estimated Cost of Construction to complete the project. Upon your approval, Evansville Christian School intends to submit a new letter of credit for $34,812.25 for the remainder of the drainage improvements.

I thank you for your attention to this matter and I look forward to hearing from you on the new Letter of Credit amount approval.

Sincerely,

Chad Graber, P.E.
Sr. Civil Engineer

Cc:
Paul Blair, Evansville Christian School

APPROVED
Date 4-5-17
Warrick County Surveyor

ENGINEERS ESTIMATED COST OF CONSTRUCTION
EPWORTH RD. AND LINCOLN AVE. DRAINAGE IMPROVEMENTS

Project Name: Evansville Christion School - High School
Location: Newburgh, IN

Item	Description	Quantity	Unit	Unit Price	Total	% Comp.	Improvements to be Completed Total	Comments
1	Site Clearing and Grubbing	3	Acre	$5,000.00	$15,000.00	100%	$0.00	
2	Remove existing 12" pipe	30	l.f	$16.00	$480.00	100%	$0.00	
3	36" HDPE Storm Sewer	475	l.f	$80.00	$38,000.00	100%	$0.00	
4	30" HDPE Storm Sewer	1043	l.f	$60.00	$62,580.00	100%	$0.00	
5	24" RCP Storm Sewer	8	l.f	$48.00	$384.00	100%	$0.00	
6	24" HDPE Storm Sewer	775	l.f	$42.00	$32,550.00	100%	$0.00	
7	18" HDPE Storm Sewer	809	l.f	$36.00	$29,124.00	100%	$0.00	
8	15" HDPE Storm Sewer	236	l.f	$32.00	$7,552.00	100%	$0.00	
9	12" HDPE Storm Sewer	290	l.f	$28.00	$8,120.00	100%	$0.00	
10	24x36 RCP Elliptical Storm Sewer	142	l.f	$55.00	$7,810.00	100%	$0.00	
11	Rock outlet Protection	18.5	c.y.	$50.00	$925.00	100%	$0.00	
12	Connect to existing Trench Drain	1	each	$750.00	$750.00	100%	$0.00	
13	Outlet Structure	1	each	$3,000.00	$3,000.00	100%	$0.00	
14	Curb Inlet Basin	1	each	$1,800.00	$1,800.00	95%	$90.00	May need to adjust castings during final grading
15	Catch Basin 24"x24"	13	each	$1,500.00	$19,500.00	95%	$975.00	
16	Catch Basin 36"x36"	5	each	$1,800.00	$9,000.00	95%	$450.00	
17	Catch Basin 48"x48"	1	each	$2,000.00	$2,000.00	95%	$100.00	
18	Manhole 48" dia.	9	each	$2,500.00	$22,500.00	95%	$1,125.00	
19	Manhole 60" dia.	1	each	$2,900.00	$2,900.00	95%	$145.00	
20	Headwall	3	each	$1,000.00	$3,000.00	100%	$0.00	
21	Earthwork	9500	c.y.	$10.00	$95,000.00	80%	$19,000.00	must final grade around school
23	Seeding and Mulching	135000	s.f.	$0.23	$31,050.00	75%	$7,762.50	final seed around school
24	Erosion Control	1	Lump	$5,000.00	$5,000.00	75%	$1,250.00	maintain and remove
25	Mobilization	1	Lump	$1,500.00	$1,500.00	50%	$750.00	
	Subtotal				$399,525.00		$31,647.50	
	Contingency			10.00%	$39,952.50		$3,164.75	
	Total Project Cost				$439,477.50		$34,812.25	

CHAD E. GRABER REGISTERED No. PE10809045 STATE OF INDIANA PROFESSIONAL ENGINEER
3/24/17

Warrick County Commissioners
ORDINANCE NO. 2017 - 07

An Ordinance of the Board of Commissioners of the County of Warrick (the "Board") relating to the amendment of the 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 (dates hereinafter referred to as 'prior amending dates').

WHEREAS, the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the prior amending dates, was adopted by the Board by its passage of County Commissioners Ordinance No. 1989-9 on June 26, 1989, by its passage of County Commissioners Ordinance No. 1989-16 on August 28, 1989; by motion on March 25, 1991; by its passage of County Commissioners Ordinance No. 1992-4 on February 10, 1992; by motion on February 8, 1993; by its passage of County Commissioners Ordinance No. 1994-18 on August 22, 1994; by its passage of County Commissioners Ordinance No. 1995-7 on March 13, 1995; by its passage of County Commissioners Ordinance No. 1998-16 on December 14, 1998; by its passage of County Commissioners Ordinance No. 2002-11 on January 16, 2002; by its passage of County Commissioners Ordinance No. 2004-14 on November 10, 2004; by its passage of County Commissioners Ordinance No. 2005-19 on October 12, 2005; by its passage of County Commissioners Ordinance No. 2006-06 on May 10, 2006; by its passage of County Commissioners Ordinance No. 2008-01 on February 13, 2008; by its passage of County

WARRICK COUNTY COMMISSIONERS' ORDINANCE NO. 2017-07; Page 2

Commissioners Ordinance No. 2008-09 on October 22, 2008; by its passage of County Commissioners Ordinance No. 2010-10 on August 9, 2010; by its passage of County Commissioners Ordinance No. 2012-15 on March 26, 2012, by its passage of County Commissioners Ordinance 2014-07 on February 24, 2014; and by its passage of County Commissioners Ordinance 2015-12 on April 27, 2015, and

WHEREAS, there has been presented to this Board for its consideration an amended form of Capital Improvement Plan which amended form of Plan has been approved by the attorney representing the County, and complies with the provisions of IC 6-3.5-7;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF WARRICK AS FOLLOWS:

Section 1. The Board hereby amends the "Warrick County, Indiana, Capital Improvement Plan", adopted June 26, 1989, and as amended on the prior amending dates, in the form presented to this meeting, dated March 27, 2017.

Section 2. Two (2) copies of the attached amended Warrick County, Indiana, Capital Improvement Plan, adopted June 26, 1989, and as amended on the prior amending dates, shall be kept on file in the office of the Warrick County Auditor for public inspection.

Section 3. This ordinance shall be in full force and effect from and upon compliance with the procedures required by law.

The foregoing was passed by the Board of Commissioners of the County of Warrick this 10th day of APRIL, 2017.

WARRICK COUNTY COMMISSIONERS' ORDINANCE NO. 2017 - 07; Page 3

WARRICK COUNTY COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Richason, Jr., Commissioner

ATTEST:

Deborah K. Stevens, Auditor

APPROVED AS TO LEGAL FORM:

Todd I. Glass, County Attorney

WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN
AMENDED MARCH 27, 2017

I. PURPOSE OF PLAN

The purpose of this Warrick County, Indiana, Capital Improvement Plan (the "Plan") is to specify the uses of the revenues to be received by Warrick County from the county Economic Development Income Tax ("EDIT") tax monies imposed under IC 6-3.5-7, as amended from time to time. Effective July 1, 2005, Indiana Law was amended to allow EDIT Tax revenues to be used for any lawful purpose. This Plan encompasses a period beginning January 1, 2016 and ending December 31, 2017.

II. PROJECTS

Warrick County intends to undertake highway construction and reconstruction projects and other described projects for the purpose of economic development as follows:

1. Oak Grove Road Project, Phase 1. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from County Line to Libbert Road (approximately 2.1 miles).

2. Oak Grove Road Project, Phase 2. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Libbert Road to Bell Road (approximately 0.6 mile).

3. Oak Grove Road Project, Phase 3. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Bell Road to SR 261 (approximately 1.1 miles).

4. Lincoln Avenue Project, Phase 3. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Bell Road to SR 66 (approximately 1.5 miles).

5. Bell Road Project. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from SR 66 to Telephone Road (approximately 2.0 miles) .

6. New Harmony Road Project, Phase 1. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from the County Line to Inderrieden Road (approximately 5.7 miles).

7. New Harmony Road Project, Phase 2. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Inderrieden Road to SR 61 (approximately 5.3 miles).

8. Oak Grove Road Extension Project. Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering. Project limits are from Anderson Road to SR61 (approximately 2.55 miles) including the W. Roeder Road portion.

9. Roslin Road, Wethers Road, Jenner Road. Project includes Preliminary Engineering (Design), New Construction and Construction Engineering for top coating Roslin Road and Widening and Improving Wethers Road and Jenner Road.

10. Lee Acres Wastewater Extension Project. Project is to extend Town of Chandler Wastewater System service to 63 new residential customers in Lee Acres Subdivision, and includes Construction costs, Professional Fees, Labor Standards, Land Acquisition, Environmental Review and Administration costs.

WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN, Page 2

11. Resurfacing and Rehabilitation Projects. Resurfacing and rehabilitation of various roads in Warrick County as determined by the Board of Commissioners.

12. Warrick Trails Safe Routes to School Project Project establishes a network of paved trails/walkways to connect school facilities in and around the SR 261 and Casey Road corridor.

PROJECTS UNDER THE WARRICK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

*13. Economic Development Office Operating Budget Annual budget providing for the daily operation and staffing for the Department.

*14. Project Reserve Funds Project involves holding funds in reserve to meet needs of new business clients.

*15. North Warrick Industrial Park (formerly listed as Elberfeld Interstate Site) Project involves Land Options, Land Acquisition, Engineering and Financial Studies, Environmental Area Due Diligence, Landscaping, Onsite and Offsite Infrastructure Improvements, and Reimbursement to the Town of Elberfeld for Sewer Bond Payments.

*16. Warrick EMS Program Project involves the providing of emergency medical services in Warrick County, Indiana, pursuant to an Emergency Medical Services Agreement effective on January 1, 2015, between Warrick County, Indiana, and St. Mary's Warrick EMS, and terminating on December 31, 2024. Effective date of inclusion in the Capital Improvement Plan is January 1, 2006.

*17. Countywide Broadband Project includes engineering design, legal services, and installation for countywide broadband coverage.

*18. Parks & Recreation Supplement Supplement to Parks & Recreation Shortfall; includes operation costs of Friedman Park

*19. Vann Road – Libbert to Epworth Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approximately 1.5 miles).

*20. Grimm Road – SR 66 to Telephone Road Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approximately 0.9 mile).

*21. Warrick County Industrial Park (WCIP), aka SR 62 Industrial Park Project involves Phases I & II of Access Improvements, Land Options, Land Acquisition, Engineering and Financial Studies, Environmental Area Due Diligence, Site Development, Legal Fees, Drainage Improvements, Sewer Improvements, Grading, and Road Completion.

*22. Epworth Road Area Project includes economic incentives, roads and other necessary infrastructure improvements to the Epworth Road Area which includes the Warrick Wellness Trail Medical District.

*23. Trails and Bike Path County Wide Project includes Engineering, Land Acquisition, New Construction and Construction Engineering.

WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN, Page 3

*24. Friedman Park Improvements Project includes Engineering and Architecture Design and Planning with Construction of Park Amenities Including Access Roadways, Utilities, Park Structures and Purchase of Maintenance Equipment.

*25. Greenleaf Access Road Project includes Preliminary Engineering (Design), RW Engineering, RW Services, RW Acquisition, New Construction and Construction Engineering (approx. 0.5 mile)

*26. BEP Program, Warrick County Project is to buckstop Program Partner Boonville NOW up to $2,000 per property for 25 properties on a tax sale acquisition under the BEP, with any profits to be split between Boonville NOW and the County.

*denotes projects funded with the Department of Economic Development's portion of EDIT distribution (#'s 1 through 26, collectively, "Economic Development Projects")

III. ESTIMATED TOTAL COSTS OF ALL ECONOMIC DEVELOPMENT PROJECTS

The estimated total costs of the total Economic Development Projects are as follows (assuming direct payment of costs rather than use of long-term financing. See Paragraphs IV and VI below regarding County's intent to issue bonds).

1. Oak Grove Road Project, Phase 1 - $7,453,100
2. Oak Grove Road Project, Phase 2 - $3,169,400
3. Oak Grove Road Project, Phase 3 - $5,301,900
4. Lincoln Avenue Project, Phase 3 - $7,320,000
5. Bell Road Project - $5,600,000
6. New Harmony Road Project, Phase 1 - $10,240,000
7. New Harmony Road Project, Phase 2 - $7,665,000
8. Oak Grove Road Extension Project - $2,500,000
9. Roslin Road, Wethers Road, Jenner Road - $750,000
10. Lee Acres Wastewater Extension Project - $1,325,000
11. Resurfacing and Rehabilitation Projects - $2,000,000
12. Warrick Trails Safe Routes to School Project - $1,260,000
13. Economic Development Office Operating Budget - $1,270,000
14. Project Reserve Funds - $10,000,000
15. North Warrick Industrial Park - $7,000,000
16. Warrick EMS Program - $500,000 for year three of agreement
17. Countywide Broadband - $7,000,000
18. Parks & Recreation Supplement - $400,000
19. Vann Road (Libbert to Epworth) - $5,250,000
20. Grimm Road (SR 66 to Telephone) - $4,500,000
21. Warrick County Industrial Park (WCIP) - $300,000
22. Epworth Road Area - $10,000,000
23. Trails and Bike Paths - $2,000,000
24. Friedman Park Improvements - $6,000,000
25. Greenleaf Access Road - $1,000,000
26. BEP Program, Warrick County - $50,000

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WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN, Page 4

IV. SOURCES OF FUNDS EXPECTED TO BE USED FOR PROJECTS

Funding for the Economic Development Projects is expected to be derived from EDIT, Federal sources, EMS revenues, and any other local economic development revenues to be dedicated to that purpose. It is intended under this Plan that revenues to be received by the County from EDIT may be used during the period encompassed by the Plan for any of the Economic Development Projects and for any lawful purpose included in the CIP. The County plans to use revenues to be received from EDIT to pay direct costs of the Economic Development Projects and to fund the issuance of bonds as authorized under IC 6-3.5-7-14. The bond proceeds will be applied to the costs of the Economic Development Projects and the bonds will be payable from the County's EDIT distribution. The local and federal shares of the costs of the Economic Development Projects are anticipated to be as follows:

1. Oak Grove Road Project, Phase 1 – federal share $5,962,480; local share $1,490,620
2. Oak Grove Road Project, Phase 2 – federal share $2,535,520; local share $633,880
3. Oak Grove Road Project, Phase 3 – federal share $4,241,520; local share $1,060,380
4. Lincoln Avenue Project, Phase 3 – federal share $5,852,000; local share $1,463,000
5. Bell Road Project – federal share $4,480,000; local share $1,120,000
6. New Harmony Road Project, Phase 1 – federal share $8,192,000; local share $2,048,000
7. New Harmony Road Project, Phase 2 – federal share $6,132,000; local share $1,533,000
8. Oak Grove Road Extension Project – federal share $0, local share $2,500,000 (highway EDIT $600,000, economic development EDIT $1,900,000)
9. Roslin Rd., Wethers Rd., Jenner Rd. – federal share $0, local share $750,000
10. Lee Acres Wastewater Extension Project – federal share (OCRA grant) $600,000, local share $795,000
11. Resurfacing and Rehabilitation Projects – federal share $0; local share $2,000,000
12. Warrick Trails Safe Routes to School Project - federal share $892,800; WCSC share $307,200; local share $60,000
13. Econ. Development Office Operating Budget – federal share $0; local share $1,270,000
14. Project Reserve Funds – federal share $0; local share $10,000,000
15. North Warrick Industrial Park – federal share $0; local share $7,000,000
16. Warrick EMS Program – federal share $0; local share $700,000
17. Countywide Broadband – federal sare $0; local share $7,000,000
18. Parks & Recreation Supplement – federal share $0; local share $300,000
19. Vann Road (Libbert to Epworth) – federal share $4,200,000; local share $1,050,000
20. Grimm Road (SR 66 to Telephone) – federal share $0; local share $4,500,000
21. Warrick County Industrial Park – federal share $0; local share $600,000
22. Epworth Road Area – Roads & Necessary Infrastructure Improvements – federal share $0; local share (TIF) $10,000,000; local share (EDIT) $10,000,000
23. Trails and Bike Paths – federal share $0; local share $2,000,000
24. Friedman Park Improvements – federal share $0; local share $5,000,000
25. Greenleaf Access Road – federal share $500,000; local share $500,000 (Economic Development EDIT $200,000; EDIT Construction $300,000)
26. BEP Program, Warrick County: federal share $0, local share $50,000 (Economic Development EDIT funds)

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WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN, Page 5

V. PLANNING, DEVELOPMENT, AND CONSTRUCTION SCHEDULES

It is intended that any of the Economic Development Projects may be undertaken at any time during the period's projects as follows, and reflects the current amended term of the CIP. It is acknowledged that some of these projects commenced prior to the current CIP term, and may not be completed with construction until a later period, depending on Federal and local funding availability, change orders, weather factors, etc.

1. Oak Grove Road Project, Phase 1: 1-1-16 to 12-31-17
2. Oak Grove Road Project, Phase 2: 1-1-16 to 12-31-17
3. Oak Grove Road Project, Phase 3: 1-1-16 to 12-31-17
4. Lincoln Avenue Project, Phase 3: 1-1-16 to 12-31-17
5. Bell Road Project: 1-1-16 to 12-31-17
6. New Harmony Road Project, Phase 1: 1-1-16 to 12-31-17
7. New Harmony Road Project, Phase 2: 1-1-16 to 12-31-17
8. Oak Grove Road Extension Project: 1-1-16 to 12-31-17
9. Roslin Rd., Wethers Rd., Jenner Rd.: 1-1-16 to 12-31-17
10. Lee Acres Wastewater Extension Project: 1-1-16 to 12-31-17
11. Resurfacing and Rehabilitation Projects: annual projects, 1-1-16 to 12-31-17
12. Warrick Trails Safe Routes to School Project: 1-1-16 to 12-31-17
13. Economic Development Office Operating Budget: 1-1-16 to 12-31-17
14. Project Reserve Funds: 1-1-16 to 12-31-17
15. North Warrick Industrial Park: 1-1-16 to 12-31-17
16. Warrick EMS Program: 1-1-16 to 12-31-17
17. Countywide Broadband: 1-1-16 to 12-31-17
18. Parks & Recreation Supplement: 1-1-16 to 12-31-17
19. Vann Road (Libbert to Epworth): 1-1-16 to 12-31-17
20. Grimm Road (SR 66 to Telephone): 1-1-16 to 12-31-17
21. Warrick County Industrial Park: 1-1-16 to 12-31-17
22. Epworth Road Area: 1-1-16 to 12-31-17
23. Trails and Bike Paths: 1-1-16 to 12-31-17
24. Friedman Park Improvements: 1-1-16 to 12-31-17
25. Greenleaf Access Road: 1-1-16 to 12-31-17
26. BEP Program, Warrick County: 1-1-16 to 12-31-17

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WARRICK COUNTY, INDIANA, CAPITAL IMPROVEMENT PLAN, Page 6

VI. ESTIMATED MINIMUM COUNTY ECONOMIC DEVELOPMENT INCOME TAX REVENUES NECESSARY FOR ECONOMIC DEVELOPMENT PROJECTS, BY CALENDAR YEAR

		2016	2017
1.	Anticipated distribution of revenue from EDIT	$7,228,538	$7,508,949
2.	Direct Expenditures from EDIT distribution for economic development projects	$7,228,538	$7,508,949
3.	Expenditures from EDIT distribution for debt service on bonds	$0	$0

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SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

Ramundsen Public Sector, LLC
a Florida Limited Liability Company

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("Ramundsen Public Sector")

AND

Warrick County
100 State Road 62
Boonville, IN 47601

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, Ramundsen Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Warrick County, IN
by its Board of Commissioners:

BY: Marlin Weisheit
PRINT NAME: Marlin Weisheit
PRINT TITLE: President
DATE SIGNED: 04/10/2017

Ramundsen Public Sector, LLC

BY: DocuSigned by: Lisa Neumann
PRINT NAME: Lisa Neumann
PRINT TITLE: Controller
DATE SIGNED: 3/30/2017

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THIS AGREEMENT is entered into between Ramundsen Public Sector and Customer on the Execution Date, and Ramundsen Public Sector's obligations hereunder will commence on Execution Date.

Ramundsen Public Sector, as successor in interest to SunGard Public Sector, LLC, and Customer have entered into a Software License and Services Agreement dated December 11, 2000 (the "License Agreement") for the Software. Customer desires that Ramundsen Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both Ramundsen Public Sector's warranty services and Ramundsen Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means trade secret information of the disclosing party which is designated as trade secret prior to or at the time of disclosure to the Recipient. Confidential Information of Ramundsen Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Ramundsen Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum

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provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that Ramundsen Public Sector has made at Customer's request to any Component System in accordance with a Ramundsen Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Ramundsen Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Ramundsen Public Sector enough information to enable Ramundsen Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Ramundsen Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Ramundsen Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Ramundsen Public Sector enough information to enable Ramundsen Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Ramundsen Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Ramundsen Public Sector's help desk by means of: (i) Ramundsen Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ramundsen Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, Ramundsen Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Ramundsen Public Sector with such facilities, equipment and support as are reasonably necessary for Ramundsen Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Ramundsen Public Sector the amount provided for in Exhibit

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1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Ramundsen Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Ramundsen Public Sector for actual travel and living expenses that Ramundsen Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Ramundsen Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. In no event shall travel expenses exceed those established in City of Sunrise Code of Ordinances 2-2.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes on Ramundsen Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Ramundsen Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Ramundsen Public Sector will invoice Customer for and Customer will pay to Ramundsen Public Sector all such tax amounts.

4. Term. This Agreement will remain in full force and effect throughout the Initial Contract Year. After the Initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least six (6) months prior to the expiration of the Initial Contract Year, Customer notifies Ramundsen Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that RAMUNDSEN PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. AND THAT RAMUNDSEN PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, RAMUNDSEN PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN RAMUNDSEN PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party dealing termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

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7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item and provided the public records exception continues to be met. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Ramundsen Public Sector's assignment of this Agreement or of any Ramundsen Public Sector rights under this Agreement to Ramundsen Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Ramundsen Public Sector's assignment of this Agreement to any person or entity to which Ramundsen Public Sector transfers any of its rights in the Software.

11. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF RAMUNDSEN PUBLIC SECTOR. RAMUNDSEN PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO RAMUNDSEN PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL RAMUNDSEN PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT RAMUNDSEN PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT RAMUNDSEN PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

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EXHIBIT 1
Maintenance Software Identified

Customer: Warrick County, IN

CONTRACT YEAR: April 1, 2017 (or anniversary thereof) through one year thereafter

Improvements fees for Baseline Component System (4/1/2017 – 3/31/2018)

Qty	Application	Term: 4/1/17 - 3/31/18
1	OSSI Police to Police Annual Subscription Fee	$ -
1	OSSI Base Mobile Server Software Client	4,132.88
50	OSSI MCT Client for Digital Dispatch	9,138.00
50	OSSI Mobile Client Maps	1,837.00
1	ODSI Review Module for Field Reporting	3,214.46
45	ONESolution MFR Client	8,224.20
45	OSSI - MFR Client - Accident Reporting	4,133.25
45	OSSI - MFR Client Citation	4,133.25
1	OSSI Accident Wizard Base Server License	918.41
45	OSSI Accident Wizard Workstation License Client	1,239.75
2	OSSI - MFR Client - MOBLAN Version	183.70
1	OSSI Property and Evidence Module	1,010.27
1	OSSI Bar Coding Server License	459.22
1	OSSI Bar Coding Hand-Held Client License (Each)	292.96
1	OSSI Base Mobile Server Software Client	1,649.03
1	OSSI Review Module for Field Reporting	918.41
2	OSSI MCT Client for Digital Dispatch	365.52
1	ONESolution MFR Client	182.70
1	OSSI - MFR Client - Accident Reporting	91.85
1	OSSI - MFR Client Citation	91.85
1	OSSI Accident Wizard Workstation License Client	27.55
3	OSSI MCT Client for Digital Dispatch	548.28
3	ONESolution MFR Client	548.28
3	OSSI - MFR Client - Accident Reporting	275.55
3	OSSI - MFR Client Citation	275.55
3	OSSI Accident Wizard Workstation License Client	82.65
1	OSSI MCT Client for Digital Dispatch	182.76
1	ONESolution MFR Client	182.76
1	OSSI - MFR Client - Accident Reporting	91.85
1	OSSI - MFR Client Citation	91.85
1	OSSI Accident Wizard Workstation License Client	27.55
1	OSSI MCT Client for Digital Dispatch	182.54
1	ONESolution MFR Client	182.54

Continued Below

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1	OSSI - MFR Client - Accident Reporting	91.85
1	OSSI - MFR Client Citation	91.85
1	OSSI Accident Wizard Workstation License Client	27.55
1	OSSI - MFR Client - MOBLAN Version	91.85
1	OSSI - LAN Client License for Message Switch	54.02
3	OSSI MCT Client for Digital Dispatch	522.30
3	OSSI Mobile Client Maps	104.91
3	ONESolution MFR Client	419.61
3	OSSI - MFR Client - Accident Reporting	209.82
3	OSSI Accident Wizard Workstation License Client	104.91
1	OSSI Canteen Commissary Interface	262.26
1	OSSI - MFR Client - MOBLAN Version	65.92
1	OSSI Mobile Client Maps	32.96
1	ONESolution MFR Client	49.44
1	OSSI - MFR Client - Accident Reporting	49.44
1	OSSI - MFR Client Citation	49.44
1	OSSI Accident Wizard Workstation License Client	32.96
1	OSSI Mobile Client Maps	32.96
1	OSSI MCT Client for Digital Dispatch	131.84
2	OSSI MCT Client for Digital Dispatch	224.00
2	OSSI Client Maps	32.00
2	ONESolution MFR Client	192.00
2	OSSI - MFR Client - Accident Reporting	96.00
2	OSSI Accident Wizard Workstation License Client	64.00
2	OSSI Mobile Citation Module	96.00
1	OSSI Base Computer Aided Dispatch System	31,604.79
1	OSSI Client Base Records Management Sytem	-
1	OSSI Civil Processing Module	-
1	OSSI Mugshot Capture Station Software Only	-
1	OSSI Client Mugshot Display Software License	-
1	OSSI Client Jail Management System Module	-
1	OSSI Jail Commissary	-
1	OSSI State Livescan Interface	-
1	OSSI Additional CAD Console License	1,022.01
1	OSSI E911 Interface Module	1,366.31
1	OSSI Multi Jurisdictional Dispatch Option	1,773.01
1	OSSI Rip and Run Printing/Faxing Module	1,356.31
1	OSSI PROQA Interface	1,366.31
3	OSSI CAD Resource Monitor Display License without Maps Client	678.81
1	OSSI - State Specific Accident Module	-

Continued Below

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1	ONESolution CAD Map Display and Map Maintenance Software License	1,047.00
2	ONESolution Additional CAD Map Display & Map Maintenance Client License	698.48
1	OSSI Integrated CAD Messaging Software Switch	6,411.46
1	OSSI - MFR Client - MOBLAN Version	91.85
1	OSSI MCT Client for Digital Dispatch	131.84
1	OSSI - MFR Client - MOBLAN Version	65.92
1	OSSI - MFR Client - MOBLAN Version	65.92
	Total	$ 95,607.23

***Improvements fees for current Contract Year are subject to change and will be specified by Ramundsen Public Sector in an annual invoice.**

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any subsequent Contract Year are subject to change and will be specified by Ramundsen Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Ramundsen Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

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EXHIBIT 2
Maintenance Standards

I. **Hours During Which Ramundsen Public Sector's Telephone Support Will be Available to Customer in Connection With the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times.** With respect to Ramundsen Public Sector's Maintenance obligations, Ramundsen Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable Ramundsen Public Sector "Telephone Support" hour occurring after Ramundsen Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Ramundsen Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	Ramundsen Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Ramundsen Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Ramundsen Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Ramundsen Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning Ramundsen Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Ramundsen Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Ramundsen Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Ramundsen Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through Ramundsen Public Sector's online support portal, and b) when Ramundsen Public Sector's support representative assigns a case number and convays that case number to the Customer.*

APPENDIX A: FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Commissioners

THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER
(ATTACH COPY)

DATE OF TRANSACTION: 08/30/16
ACCOUNT NO. 1138-000 4391.00 P. O. NO. 21313
ESTIMATED: LIFE EXPECTANCY _____ MILEAGE OR HOURS _____
CIP NUMBER: _____ LOCATION: Judicial Center
SERIAL OR VIN NUMBER: _____
TOTAL/PARTIAL VALUE OF ASSET: $55,175.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED.)

DESCRIPTION: New security equipment purchased and installed in the Judicial Center.
(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER.)

BRAND OR MAKE: _____ MODEL NO.: _____
YEAR: _____ LICENSE NO.: _____
ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: _____ TYPE OF FUEL: _____
TRUCKS ONLY

IF DISPOSED-METHOD: SOLD $ _____ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO: _____
(ATTACH POLICE REPORT)

DATE BOARD APPROVED: 04/10/2017 DATE COUNCIL APPROVED: _____
(ATTACH COPY OF MINUTES) *(REAL PROPERTY VALUE> $9,999)*

DATE _____ APPROVED: _____ SIGNATURE: _____
(REAL PROPERTY ONLY) Martin Weisheit, President

PERSON RESPONSIBLE: _____ Joe Grassman (Purchasing Manager)
SIGNATURE *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: _____
Roger E. Emmons, Administrator

IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE: _____
PRINTED NAME: _____
USE ONLY

RECEIVED: _____ ENTERED FIXED ASSET: _____
INSURED: _____ CLERK-TREASURER'S INITIAL: _____

1998 S-1

Reimbursement Agreement

This Reimbursement Agreement ("Agreement"), entered into by and between **WARRICK COUNTY** by and through its **BOARD OF COMMISSIONERS** ("Warrick County"), **BOONVILLE NOW, INC.**, a non-profit Indiana corporation with its offices and principal place of business in Boonville, Warrick County, Indiana ("Boonville Now"), and Warrick County by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT** ("Department of Economic Development").

Witnesseth, that,

WHEREAS, Warrick County entered into that certain Indiana Housing and Community Development Authority Blight Elimination Program and Recipient and Program Partner Agreement (Award No. 2014D4-BEP-08) between Warrick County and the Indiana Housing and Community Development Authority on or about November 10, 2014 (the "BEP Agreement"); and

WHEREAS, Boonville Now entered into the BEP Agreement as a Program Partner. As the Program Partner, Boonville Now took title to blighted parcels of real estate located in Warrick County that were eligible to receive BEP funds in order to demolish blighted structures on those parcels and reclaim the parcels into green space. Costs of demolishing the blighted structures were reimbursed by the BEP allowing the parcels to then be resold by Boonville Now in order to be developed and to return to the tax rolls of Warrick County; and

WHEREAS, the purpose of Warrick County participating in the Blight Elimination Program ("BEP") is to allow Warrick County, in conjunction with Boonville Now and other program partners, to acquire and demolish blighted residential structures with the assistance of BEP funding that would result in reducing blight in Warrick County communities, creating additional green space with improved values in those blighted parcels, and ultimately to return the parcels to the tax rolls of Warrick County; and

WHEREAS, Warrick County by and through its Board of Commissioners hold title to certain certificates of tax sale for parcels of real estate with delinquent real estate taxes and other assessments that failed to sell at prior tax sales, and has identified up to twenty-five (25) parcels that may be eligible for the BEP (see attached Exhibit "A"); and

WHEREAS, Warrick County wishes to assign those certificates of tax sale listed on Exhibit "A" to Boonville Now, who will in turn investigate each parcel to determine if they are eligible to be included in the BEP for blight removal. Boonville Now will be responsible for conducting title searches and determining clear title to each parcel in addition to the parcels' eligibility to participate in the BEP, and for each eligible parcel Boonville Now will have its costs and expenses reimbursed through the BEP according to the terms of the BEP Agreement; and

WHEREAS, in the event any of the parcels are ineligible for the BEP, Boonville Now will not be eligible for reimbursement of investigation costs incurred such as title searches and attorney fees. Boonville Now wishes to protect itself from incurring those investigation costs

which it would have to pay for any of the parcels listed on Exhibit "A" that are not eligible to be included in the BEP; and

WHEREAS, the Department of Economic Development agrees, subject to the Condition Precedent, to reimburse Boonville Now for its costs for title search and attorney fees that it may incur for any of the parcels listed on Exhibit "A" that ultimately are determined ineligible for the BEP. The Department of Economic Development will agree to pay Boonville Now the amount not to exceed Two Thousand and 00/100 Dollars ($2,000) for each parcel determined to be ineligible for the BEP, up to but not exceeding twenty-five (25) parcels for a total reimbursement commitment not to exceed Fifty Thousand and 00/100 Dollars ($50,000); and

WHEREAS, in return for the commitment to reimburse Boonville Now for its costs of investigating each parcel that ultimately is not eligible for the BEP, Boonville Now agrees that for each parcel listed on Exhibit "A" that Boonville Now received title and ultimately sells—including parcels that are eligible to participate in the BEP and parcels that do not—the net proceeds of each parcel sale will be divided equally between Boonville Now and Warrick County; and

WHEREAS, Warrick County will deposit its share of the net proceeds of each sale of the parcels into its line item for the Warrick County Unsafe Building Fund for enforcement of local ordinance prohibiting unsafe buildings and properties for the health and safety of Warrick County citizens.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Warrick County and Boonville Now do hereby agree as follows:

1. **Incorporation of Recitals**. The foregoing introductory paragraphs and recitals are hereby incorporated into the body hereof as though fully set forth herein.

2. **Condition Precedent**. As a condition precedent to this agreement and before the parties are bound thereby, this Agreement shall not become effective until Warrick County and the Department of Economic Development receives the necessary appropriation(s) from the Warrick County Council for the funds necessary to reimburse Boonville Now for its title investigation costs as more fully described herein. Warrick County and the Department of Economic Development shall take all reasonable actions to obtain said appropriation(s) on or before May 10, 2017.

3. **Term**. The term of this agreement shall begin on April 1, 2017, and shall end at midnight on December 31, 2017, unless extended in writing by mutual agreement of the parties. The parties' obligations herein under no circumstances shall extend beyond or survive the term of this Agreement.

4. **Assignment of Tax Certificates to Boonville Now**. Warrick County by its Board of Commissioners shall assign to Boonville Now those tax sale certificates it holds on the parcels listed on Exhibit "A" attached hereto. Both parties acknowledge and consent if additional properties are identified as potential BEP candidates and which are not shown on Exhibit "A", then those parcels may be added by written consent of the parties only in substitution of another parcel that has been determined non-compliant with the BEP

criteria. At no time shall the number of parcels for which the Department of Economic Development may be required to reimburse costs incurred by Boonville Now exceed the total of twenty-five (25) parcels.

5. **Acquisition of title and eligibility for BEP.** After Warrick County assigns those certificates of tax sale to the parcels listed on Exhibit "A" to Boonville Now, Boonville Now shall comply with all notice requirements of tax certificate buyers under Indiana law included those provided in I.C. §6-1.1-25 et. seq. in addition to conducting a title search of the parcels to verify their eligibility for inclusion in the BEP.

   a. **Title.** After the redemption period of one hundred twenty (120) days, Boonville Now shall petition the court for the issuance of a tax deed in the name of Boonville Now and otherwise comply with all applicable statutes as to the issuance of tax deeds and the payment of subsequently incurred real estate taxes.

6. **Reimbursements of Expenses.** Boonville Now shall conduct all necessary title searches to each property and for those parcels that are eligible for the BEP then Boonville Now shall seek reimbursement of those title search, legal and other expenses from the BEP. In the event as a result of the title investigation Boonville Now concludes any parcel is ineligible for inclusion in the BEP due to additional liens, encumbrances, environmental liabilities, the Department of Economic Development agrees to reimburse Boonville Now for its title search and legal expenses it has incurred during the title investigation up to but not exceeding the sum of Two Thousand and 00/100 Dollars ($2,000.00) for each parcel. The amount of $2,000 is for each parcel and is not accumulative. The Department of Economic Development shall reimburse those expenses properly submitted and documented within forty-five (45) days of receipt.

7. **Disposition of Parcels reclaimed through the BEP.** For those parcels eligible for the BEP, after the title investigation is complete and after Boonville Now has obtained a tax deed for said property, Boonville Now shall seek demolition of the blighted structures from the parcels to the fullest extent permitted by the BEP. Once the BEP is completed with the blighted parcel and it has been reclaimed, then Boonville Now shall take reasonable steps to sell said parcels for any amount no less than the fair market value of the parcel. At closing for the sale of that parcel, the net proceeds shall be divided equally by and between Boonville Now and Warrick County.

8. **Disposition of Parcels not reclaimed through the BEP.** For those parcels not eligible for the BEP, after the title investigation is complete then Boonville Now shall consult with Warrick County to determine by mutual agreement of the parties if there is a viable option to obtain a tax deed on the parcel and sell the parcel resulting in net proceeds after the satisfaction of all liens and encumbrances of record. If it is determined the parcel should be sold, then Boonville Now shall petition for a tax deed and then shall take reasonable steps to sell said parcels for any amount no less than the fair market value of the parcel. At closing for the sale of that parcel, the net proceeds shall be divided equally by and between Boonville Now and Warrick County. If it is determined the parcel can not be sold resulting in net proceeds to be divided between the two parties herein, then Boonville Now shall assign its tax certificate back to Warrick County and

Warrick County shall accept said assignment of the tax certificate for those parcels. In the alternative, Boonville Now and Warrick County may elect to have Boonville Now take no action seeking a tax deed on said parcels.

9. **Parties Bound.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective successors and assigns.

10. **Indemnification and Hold Harmless.** Boonville Now hereby covenants and agrees to hold Warrick County and the Department of Economic Development, its public officials, employees, agents, assigns and duly authorized contractors or third parties (hereafter "Indemnified Parties") harmless and to indemnify the Indemnified Parties from any and all claims, liability, damages, demands, causes of action, costs, losses or expenses, including without limitation, all attorney's fees, court costs, indemnity or settlement amounts, and any other damage, cost or expense which may directly or indirectly result from the following:

   a. The selection of the parcels listed on Exhibit "A";
   b. The assignment of tax certificates of those parcels listed on Exhibit "A" to Boonville Now by Warrick County;
   c. The acquisition of title to those parcels listed by Boonville Now;
   d. The investigation of each parcel's title exclusive of the promise by the Department of Economic Development to reimburse Boonville Now under the terms of this agreement;
   e. The demolition of blighted structures or other improvements on any of the parcels;
   f. Any and all other actions taken by Boonville Now as a Program Partner under the BEP Agreement, whether negligent or not;
   g. Any and all claims brought by the Indiana Housing and Community Development Authority or any other third party.

11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document. Facsimile and e-mail copies (e.g., pdf format) shall be deemed to be originals.

12. **Entire Agreement.** This Agreement represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented, or changed only by an instrument in writing which makes specific reference to this Agreement and which is signed by all of the parties hereto.

13. **Governing Law/Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Indiana without reference to its choice of law provisions. The parties hereby stipulate that venue of any action brought in respect of the interpretation hereof or the rights of the parties hereunder shall be placed in the Circuit or Superior Courts situated in Warrick County, Indiana.

14. **Headings.** The headings of the sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Agreement or the intent of any section hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

Warrick County
Department of Economic Development

By: Larry Taylor
Printed: LARRY TAYLOR
Title: Executive Dir, Econ. Dev.
Date: 4/13/17

Boonville Now, Inc.

By: [signature]
Printed: TERRY PHILLIPPE
Title: PRESIDENT
Date: 4/20/17

Warrick County Board of Commissioners

Marlin Weisheit — Date: 4/10/17
Dan Saylor — Date:
Robert H. Johnson, Jr. — Date: 4/10/17

Tax Sale Certificates to be Assigned to Boonville Now
Blight Elimination Program

	PROPERTY ID	2016 TAX SALE SALE ID	OWNER NAME	COMMON LOCATION	TOWNSHIP	NOTES
1	87-09-25-300-202.000-002	871600017	LESTER K CLINE ETAL	711 POPLAR ST, BOONVILLE	BOON	NON HMSTD IMPROVEMENT
2	87-13-24-300-026.000-002	871600054	WILLIAM Q & LINDA G HARRIS	3211 PELZER RD, BOONVILLE	BOON	HMSTD IMPROV & NON RES IMPROV
3	87-13-24-300-030.000-002	871600056	JEFFERY & RUTH HAINES METCALF LIFE ESTATE	3233 PELZER RD, BOONVILLE	BOON	NON HMSTD IMPROVEMENT
4	87-09-25-300-026.000-003	871600071	JULIANS MOBILE HOME COURT INC	CHARLTON AVE, BOONVILLE	BOONVILLE	NON HMSTD IMPROVEMENT
5	87-09-25-300-029.000-003	871600074	JULIANS MOBILE HOME COURT INC	CHARLTON AVE, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
6	87-09-25-300-032.000-003	871600075	JULIANS MOBILE HOME COURT INC	CHARLTON AVE, BOONVILLE	BOONVILLE	NON HMSTD IMPROV
7	87-09-25-300-033.000-003	871600076	JULIANS MOBILE HOME COURT INC	CHARLTON AVE, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
8	87-09-26-200-609.000-003	871600086	THOMAS S & CARRIE SIMPSON	E NORTH ST, BOONVILLE	BOONVILLE	NON RESIDENTIAL IMPROVEMENT
9	87-09-26-304-217.000-003	871600096	CATHERINE M BURGESS & TODD W MILLER	S THIRD ST, BOONVILLE	BOONVILLE	NON RESIDENTIAL IMPROVEMENT
10	87-09-26-304-245.000-003	871600099	JAMES HARRIS	102 W WALNUT ST, BOONVILLE	BOONVILLE	NON RESIDENTIAL IMPROVEMENT
11	87-09-26-400-252.000-003	871600104	JERRY & BETTY OKES	N SEVENTH ST, BOONVILLE	BOONVILLE	NON RESIDENTIAL IMPROVEMENT
12	87-09-26-403-036.000-003	871600107	LYLE B MARTIN	510 E MAIN ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
13	87-09-26-403-064.000-003	871600109	JOHN A & BONNIE M CUNDIFF	408 E CHESTNUT ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
14	87-09-26-403-065.000-003	871600110	SIMUEL W & MICKEY C HINES	404 E CHESTNUT , BOONVILLE	BOONVILLE	NON HMSTD IMPROVEMENT
15	87-09-26-404-030.000-003	871600112	ABIGAIL L LEATHCO	224 E SYCAMORE, BOONVILLE	BOONVILLE	HMSTD IMPROV & NON RES IMPROV
16	87-09-26-414-057.000-003	871600121	HARBOUR HIGH YIELD FUND LLC	513 N THIRD ST, BOONVILLE	BOONVILLE	HMSTD IMPROVEMENT
17	87-09-35-100-013.000-003	871600125	RONALD EVANS	419 S THIRD ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
18	87-09-35-102-403.000-003	871600126	TROY & TRACY SMITH	811 S THIRD ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROVEMENT
19	87-08-34-301-005.000-005	871600159	JOSEPH E & MELISSA J HENDERSON	8799 W HEIM RD, CHANDLER	CAMPBELL	NON HMSTD IMPROV & NON RES IMPROV
20	87-06-34-201-134.000-015	871600217	MICHAEL E MURPHY	BRACERIDGE LANE, BOONVILLE	OWEN	NON RESIDENTIAL IMPROVEMENT
21	87-08-03-136-804.000-015	871600237	TOM MULLEN & GINA SMITH	12733 N YELLOWBANKS TRAIL, LOT 5	PIGEON	NON HMSTD IMPROVEMENT
22	87-11-18-302-018.000-018	871600255	RDY STEPHENS	113 W OAK ST, TENNYSON	TENNYSON	HMSTD IMPROVMENT & NON RES IMPROV
23	87-06-13-659-811.000-020	871600337	JEFF ELLIOTT	514 W WASHINGTON, CHANDLER	CHANDLER	NON HOMESTEAD IMPROV & NON RES IMPROV
24	87-09-26-200-608.000-003	871600998	SIMPSON, CARRIE ANN & THOMAS SCOTT	1103 N THIRD ST, BOONVILLE	BOONVILLE CITY	NON HOMESTEAD IMPROVEMENT

PEOPLE WHO GET IT

CDW Customer Service Order Form
Barracuda Networks, Inc.

Seller: CDW Government LLC
Customer: WARRICK COUNTY
Subscription Term Start Date: Upon Service Activation

Barracuda Cloud Services	Licensed User Quantity	Fee Per user	Initial Subscription Term	Annual Service Fee
Cloud Archiving	150	$19.00	1 year	$2,850.00
	—	$__	N/A	$__
	—	$__	N/A	$__

Barracuda Implementation Services		One-Time Service Fee
N/A	-	N/A

Initial Subscription Term Fee Total: $2,850.00
Implementation Services Fee Total: $0
Initial Total Fees: $2,850.00

Terms:

1. PAYMENT – Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the Implementation Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as "Fees".
2. ADD-ON ORDERS – Any orders submitted by Customer to Seller for Barracuda Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Barracuda Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Barracuda Cloud Services on behalf of Customer.
3. NON-CANCELLABLE/NON-REFUNDABLE – The Cloud Services purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

Signature on next page

FILED
APR 25 2016

Page 1 of 3

PEOPLE WHO GET IT

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cloud Services and the Implementation Services directly from Barracuda Networks, Inc. ("Barracuda") pursuant to Barracuda's standard terms and conditions or such other terms as agreed upon by Customer and Barracuda. Customer further acknowledges that Barracuda and not Seller will be responsible for performance of the Cloud Services and the Implementation Services. Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless there is a written agreement, between Customer and Seller covering Customer's purchase of products and services from Seller, in which case Customer's obligations are subject to the terms of the written agreement.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Don Williams

Name: Don Williams

Title: President, Warrick County Commissioners

Date: April 27, 2016

FILED
APR 25 2016

Page 2 of 3

1. TERMS

1.1 Twelve month agreement. The price will remain unchanged, unless Storage Guardian is able to offer better pricing to reflect general trending with technology.

1.2 Customer may terminate contract with a 30-day notification using Storage Guardian cancellation form.

1.3 The Storage Guardian Service Level Agreement dated (the "SLA") is incorporated into these terms and conditions.

2. SERVICE RESPONSIBILITIES OF STORAGE GUARDIAN (SG)

2.1 SG will provide backup of data from the Customer's computer for storage and retrieval purposes only as set out in the SLA.

2.2 SG will provide an appropriate, secure, climate-controlled facility for the storage of data, and exercise reasonable care and diligence to prevent the loss of data.

2.3 SG will provide the Customer with the following:

2.3.1 DS-Client software, which SG warrants will perform in the manner described in the DS-Client documentation available here: http://www.storageguardian.com/Download/12.2/pdf/dsuser.pdf.

3. RESPONSIBILITIES OF CUSTOMER

3.1 Compliance with the procedures outlined in the DS-User's Guide as amended from time to time shall form part of this agreement. Should the Customer be unable to comply with such procedures s/he/it shall notify SG in writing within seven days from receipt of the manual or amendment thereof.

3.2 Customer shall abide by the SLA.

4. CHARGES FOR SERVICES

4.1 Customer will pay rate of $0.31/GB for High Availability storage. This includes software, and professional service. Payment is paid on a month basis based on invoice generated from the DS Billing server.

5. CONFIDENTIALITY

5.1 SG agrees to hold confidential all of the Customer's data in its possession exercising the same degree of care that a reasonable and careful company would exercise with similar data of its own.

5.2 SG represents and warrants that, if properly deployed using the instructions provided by SG, all customer data stored on SG's servers and in transit to SG's servers will be encrypted in such a way that SG is not able to obtain access to any unencrypted or clear text data. SG further represents that the encryption system uses the following encryption algorithms with the following key lengths, and that SG has not introduced any backdoors or vulnerabilities into the encryption system:

- AES-128 Encryption (default) – up to 16 character encryption key
- AES-192 Encryption – up to 24 character encryption key
- AES-256 Encryption – up to 32 character encryption key

5.3 SG represents that the following documents provided by SG to the Customer are true, accurate and correct in all material respects and SG acknowledges that the Customer has relied upon the accuracy of such documents to enter into this agreement:

- CSAE 3416 Type 2 Audit – 1 January 2011 – 31 December 2011
- ISAE 3402 Type 2 Audit – 1 January 2011 – 31 December 2011
- SOC 2 Type 1 – AT s. 101 – 1 February 2014

5.4 In the event that SG received any third party demand for access to the Customer data, SG will immediately refer the demand to the Customer. If such a demand lawfully prohibits SG from giving any notice of the demand to the Customer, SG will take all reasonable and lawful measures to resist the disclosure, including by application to a court of competent jurisdiction for authorization to notify the Customer or, if such authorization is not forthcoming, or to quash the demand. The Customer shall compensate SG for all reasonable out-of-pocket costs related to any court application by SG referred to in this paragraph 5.4.

6. LIMITATION OF LIABILITY

6.1 The liability of SG to the Customer for damage to or loss of data shall be limited to the undertaking of a re-backup of the lost or damaged data from the Customer's computer. Under no circumstances will SG be liable for the contents or value of the Customer's lost or damaged data. Furthermore, SG will not be liable for incidental or consequential damages even if it is advised of the possibility thereof. This limitation of SG's liability will apply regardless of the form of action, whether in contract or tort (including negligence).

6.2 SG will not be liable for any damages due to causes beyond its reasonable control, including but not limited to: acts of god; a malfunction of the Customer's computer hardware and/or software; the destruction of the telephone system in SG's building; or the loss of power in SG's building for more than 6 hours.

6.3 Except for the express warranties stated herein, SG disclaims all warranties including all implied conditions and warranties, and warranties of merchantability and fitness for a particular purpose.

6.4 The limitations of liability referred to in this Section 6 (Limitation of Liability) shall not apply to any breach by SG of Section 5 (Confidentiality).

7. GENERAL

7.1 If either party fails to perform its obligations under this Agreement, and such failure continues for a period of fifteen (15) days after written notice, the other party shall have the right to terminate this Agreement. This Agreement is the complete and prevailing Agreement between the parties with regards to the subject matter herein, and there are no other understandings or representations, oral or written. The provisions of this Agreement are declared to be severable. Neither party may assign this Agreement without the consent of the other. This Agreement is governed by the laws of the Province of Ontario.

7.2 The Customer by his/her/its signature hereto acknowledges that s/he/it has read the DS-User's Guide supplied herewith and fully understands the meanings of "on-line backup" as defined therein.

Signed, on behalf of Customer — Dated 4-10-17

Signed, on behalf of SG — Dated

Warrick County Claims for Payment

EMBRY, STACEY & AMY	$	42.13
EVANSVILLE WATERWORKS DEPT	$	39.03
FIRST BANKCARD	$	343.16
GOODGE, ERIK	$	1,459.21
INDIANA AMERICAN WATER	$	21.94
INDIANA OFFICE OF TOURISM DEVELOPMENT	$	5,640.00
INGRAM, CARMEN	$	248.46
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	102,101.68
MORLEY & ASSOCIATES INC.	$	6,170.80
PATRIOT ENGINEERING & ENVIRONMENTAL INC	$	160.70
RICOH USA INC	$	21.12
SPRINT	$	1,548.14
ST. MARY'S OCCUPATIONAL	$	160.00
TIME WARNER CABLE	$	274.61
TRACTOR SUPPLY CO	$	34.77
U.S. BANK	$	54.02
VECTREN ENERGY DELIVERY	$	2,804.44
AT&T	$	1,609.15
BEEM, JUDY	$	186.76
BOYER, J. DAVID & JOYCE ANN	$	29,490.00
EVANSVILLE COURIER & PRESS	$	299.88
FIDLAR TECHNOLOGIES INC	$	35,530.00
FIRST BANKCARD	$	565.09
FRONTIER	$	294.26
HARRIS COMPUTER SYSTEMS	$	2,078.59
HYATT PLACE INDIANAPOLIS / KEYSTONE	$	242.00
INDIANA COUNTY TREASURERS' ASSOCIATION	$	20.00
INDIANA DEPARTMENT OF HOMELAND SECURITY	$	120.00
MORRIE DOLL	$	62.50
NEOPOST USA INC	$	240.00
QUILL CORPORATION	$	9.00
RICOH USA INC	$	66.41
SALTZMAN, CYNDI	$	99.68
SPRINT	$	1,470.26
STASER, PAUL & BAKER, RUBY	$	2,484.21
SUNGARD PUBLIC SECTOR	$	640.00
TAPAL, MUJITABA FAKHRUDDIN & JAHANARA Q.	$	500.00
TRI-STATE FIRE PROTECTION INC.	$	50.00
VECTREN ENERGY DELIVERY	$	11,854.40
VERIZON WIRELESS	$	90.03
AMY STEINKAMP MISKIMEN	$	204.96

B-HIVE PRINTING	$	123.00
BOONVILLE UTILITIES	$	342.07
CDW GOVERNMENT, INC.	$	771.48
CLERK - WARRICK COUNTY SUPERIOR COURT	$	430.93
TEAMSTERS LOCAL #215	$	4.00
DAVID THOMAS	$	736.00
DIVISION OF CHILD SUPPORT	$	104.00
ERIN L BERGER INC.	$	4,451.81
INDIANA RECORDERS ASSOCIATION	$	544.64
LAW OFFICE OF JONATHAN M YOUNG	$	524.50
MICHELE BUSING	$	180.84
MUTUAL OF OMAHA	$	7,230.43
SPENCER COUNTY CLERK	$	30.00
STEWART RICHARDSON DEPOSITION SERVICES	$	156.50
THE LANG COMPANY	$	34.86
WARRICK COUNTY TREASURER	$	123.31
WARRICK CO TREASURER-GARNISHMENTS	$	49.84
WTRISC FBO INS 457B WARRICK COUNTY	$	-
BEEM, JUDY	$	150.85
BJ FARRELL	$	176.30
BOONVILLE NATURAL GAS CORP.	$	141.95
BOONVILLE UTILITIES	$	1,611.93
CLARK DIETZ, INC.	$	25,183.00
CLERK-TREASURER--BOONVILLE	$	11,162.09
CLERK-TREASURER--CHANDLER	$	5,752.09
CLERK-TREASURER--ELDERFELD	$	1,304.01
CLERK-TREASURER--LYNNVILLE	$	1,643.30
CLERK-TREASURER--NEWBURGH	$	6,691.78
CLERK-TREASURER--TENNYSON	$	552.93
DELTA PROPERTIES LLC	$	34.08
ECONOMIC DEV COALITION OF SW IN	$	90,040.00
EVER-CLEAN SERVICES, INC.	$	237.76
FIFTH THIRD BANK	$	333.10
FIRST ADVANTAGE INSURANCE	$	100.00
FIRST BANKCARD	$	747.17
HAFER ASSOCIATES INC.	$	4,140.00
HEALTH RESOURCES INCORPORATED	$	23,068.12
HERREL, JAMES & SINCLAIR, DACRIE	$	275.47
JACOB GREAR	$	57.20
KRUSE, DAVID & HAYLEY	$	129.59
LOCHMUELLER GROUP	$	18,396.50
MARTIN, DENNIS & COLLEEN	$	156.40
PC QUEST	$	200.00
PSC	$	157.27
ROBIN GREENLEE (CDFC)	$	405.00
SHAMMAH INVESTMENTS LLC	$	3,428.20
SHARON A JAMES	$	91.08

SPRINT	$	703.15
TRAVIS ALEXANDER	$	2,400.00
U.S. POSTMASTER	$	196.00
VECTREN ENERGY DELIVERY	$	6,924.22
VERIZON WIRELESS	$	120.04
WARRICK COUNTY TREASURER	$	121,479.43
YOUTH FIRST	$	250.00
BRETT M ROY	$	2,656.25
DAVID HEAL	$	205.92
DRURY PLAZA HOTEL - INDIANAPOLIS CARMEL	$	242.00
LAW OFFICE OF JONATHAN M YOUNG	$	2,656.25
LONG & MATHIES LAW FIRM, P.C.	$	4,427.08
MARK K. PHILLIPS, PC	$	2,656.25
MARTIN & MARTIN, INC.	$	5,312.50
NEOPOST POSTAGE ON CALL	$	3,000.00
OFFICE DEPOT, INCORPORATED	$	76.13
POPAI	$	100.00
SHERRY SMITH	$	2,656.25
SPRINT	$	10.70
STAPLES CREDIT PLAN	$	93.45
THERESA STEAPLETON	$	2,319.00
TRI-STATE REPORTING, INC.	$	316.55
WARREN MATHIES	$	885.42
WHITLEDGE, KELLY	$	157.08
ACKERMAN OIL CO INC	$	1,380.10
AIGNER HARDWARE	$	376.06
ALPHA LASER SERVICES	$	5.73
ALPHAGRAPHICS	$	70.52
AMERICAN SCREENING CORPORATION	$	58.00
ARAB	$	70.00
B-HIVE PRINTING	$	166.98
CARDINAL SIGN SERVICES	$	621.00
CARTER LUMBER	$	75.58
CDW GOVERNMENT, INC.	$	387.32
CHRISTOPHER J KIEFER	$	2,000.00
CROSSBREED HOLSTERS LLC	$	215.32
FEDERAL FIRE & SECURITY LLC	$	205.00
GEM CHEMICAL COMPANY, INC.	$	393.52
GUARDIAN ASSET PROTECTION, INC	$	219.00
HENDRICKSON ENTERPRISES INC.	$	139.99
HUEGNER TRUCKING COMPANY INC.	$	930.28
HUTSON, INC.	$	131.54
J & J SUPPLY, INC.	$	1,873.18
KOEHLER FUNERAL HOME, INC.	$	100.00
LAW CHEVROLET BUICK PONTIAC	$	23.60
LENSING BUILDING SPECIALTIES	$	90.00
MEUTH CONSTRUCTION	$	496.00

MOUNTS ELECTRIC INC.	$	570.68
MULZER CRUSHED STONE, INC.	$	28,392.44
O'REILLY AUTO PARTS	$	59.31
OFFICE CONNECTION	$	259.96
OFFICE DEPOT, INCORPORATED	$	404.15
PIRANHA SHREDDING/RECYCLING INC.	$	45.00
QUILL CORPORATION	$	896.95
RANDY'S TREE SERVICE	$	2,700.00
RICOH USA INC	$	48.65
RYANS ACE HARDWARE	$	10.14
SENTINEL OFFENDER SERVICES LLC	$	481.00
SIEGELS	$	1,450.49
THE LANG COMPANY	$	142.97
TITZER FAMILY FUNERAL HOMES	$	100.00
TRI-STATE LIGHTING & SUPPLY CO INC	$	76.88
TRI-STATE REPORTING, INC.	$	102.40
UNIFIRST CORPORATION	$	142.25
VANDERBURGH COUNTY CORONER	$	400.00
WABASH VALLEY SERVICE CO	$	12,640.97
WARRICK CO DEPT OF PARKS & REC	$	397.85
WARRICK CO JAIL COMMISSARY	$	3,861.92
WARRICK CO. SOLID WASTE MGMT DISTRICT	$	15.00
WARRICK COUNTY TREASURER	$	298.16
WARRICK PUBLISHING CO	$	1,634.09
WAYNE H LAMB	$	2,112.50
Total:	**$**	**648,659.12**

I hereby certify that each of the above listed vouchers and the invoices, or the bills attached thereto, are true and correct and I have audited same in accordance with IC 5-11-10-1.6, APRIL 10th, 2017. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $648,659.12 Dated this 10th day of APRIL, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Approved by State Board of Accounts

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

Installed in Warrick County 2015 County Form No. 17
WARRANT #

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

VENDOR NUMBER 4556
VENDOR NAME MOUNTAIN VALLEY OF EVANSVILLE
VENDOR ADDRESS 1315 Read Street Unit A
Evansville, IN 47710

DEPT # 4921
DEPT. NAME WCDD/DC
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
3/31/17	03/1-03/31	Monthly Rent and water and cup delivery	4921	000.4312.00	$39.00
				Claim Total	**$39.00**

Date — Vendor or other Required Signature

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

4-6-2017 — Signature of Officeholder or Department Head

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2
NON-CERTIFIED BY ... NON-CERTIFIED BY AUDITOR

Date — Warrick County Auditor

Mark Wesselhöft
Commissioner

RECEIVED
APR 06 2017
WARRICK CO. AUDITOR

Approved by State Board of Accounts

MANUAL

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

Installed in Warrick County 2015 County Form No. 17
WARRANT #

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

VENDOR NUMBER 18196
VENDOR NAME First National Bank
VENDOR ADDRESS P.O Box 2818
Omaha, NE 68103-2818

DEPT #
DEPT. NAME Health
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
3.6.17		Walmart	1159	000.4220.00	14.61
3.13.17		Walmart	1159	000.4220.00	51.36
3.23.17		Oriental Trading	1159	000.4220.00	43.93
3.14.17		Wal Mart	1159	000.4220.00	20.96
3.24.17		Smile Makers	1159	000.4220.00	231.93
3.24.17		Positive Promotions	1159	000.4220.00	111.40
				Claim Total	534.19

Date — Vendor or other Required Signature

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

3.30.17 — Signature of Officeholder or Department Head

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2
NON-CERTIFIED BY AUDITOR

Date — Warrick County Auditor

RECEIVED
APR 04 2017
WARRICK CO. AUDITOR

Mark Wesselhöft
Commissioner

Approved by State Board of Accounts

Expense

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

Installed in Warrick County 2015 County Form No. 17
WARRANT #

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

VENDOR NUMBER
VENDOR NAME Kim Kelley
VENDOR ADDRESS Clerk's Office

DEPT #
DEPT. NAME Child Support
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
3/15/17		Meal for Conference	8899	4111.00	$8.18
				Claim Total	**$8.18**

3-21-17 — Date — Vendor or other Required Signature: Kim Kelley

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

3.21.17 — Date — Signature of Officeholder or Department Head

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2
NON-CERTIFIED BY AUDITOR

Date — Warrick County Auditor

RECEIVED
MAR 21 2017
WARRICK CO. AUDITOR

Mark Wesselhöft
Commissioner

Approved by State Board of Accounts

Expense

Installed in Warrick County 2013 County Form No. 17

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

WARRANT #

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

VENDOR NUMBER
VENDOR NAME Michele Breivogel
VENDOR ADDRESS Child Support

DEPT #
DEPT. NAME Child Support
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
3/15/17		Meal for Conference	8899	4111.00	$10.34
3/15/17		Mileage	8899	4111.00	$21.12
				Claim Total	$31.46

3/21/17
Date

Michele Breivogel
Vendor or other Required Signature

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

3/21/17
Date

Signature of Officeholder or Department Head

I hereby certify that the attached invoice(s), or bills(s), is (are) true and correct and I have audited same in accordance with IC 5-11-10-2

NON-CERTIFIED BY AUDITOR

Date

Warrick County Auditor

Tape for mileage is attached near back of claim.

RECEIVED
BY
WARRICK COUNTY AUDITOR

Marlin Weisheit
Commissioner

Warrick County Highway Department
555 Roth Rd. Boonville, IN 47601
Phone: 897-6126 Fax: 897-6208

March 13, 2017
(Revised: April 3, 2017)

Nick Chapman, P.E.
Evansville Area Manager
E&B Paving
PO Box 5066
Evansville, IN 47716

Re: R-36004
Item #41 QC/QA-HMA 3,64,surface, 9.5 mm
R1664522000101
Sublot 3 low voids, low VMA

Mr. Chapman,

In regard to our meeting on December 7th 2016 regarding the failed surface material Warrick County proposes the following:

In order to allow the pavement to remain in place E&B Paving will guarantee the work for a period of 5 years from 10/22/16 from surface pavement failures associated with the deficiencies found by the above referenced testing limited to rutting and pushing of the pavement. Routine crack and joint sealing will be exempt from this agreement. Failures due to subgrade failures will be exempt from this agreement.

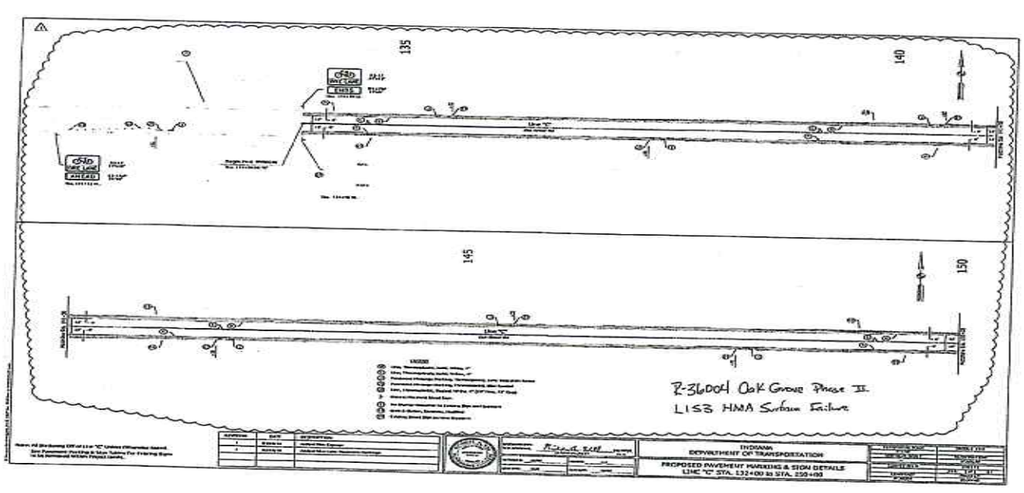
The pavement in question is defined by the highlighted/ shaded area in attached exhibits A,B and C. Failures in these areas during the 5 year period will result in E&B Paving removing and repairing the isolated failed material as mutually agreed by the Warrick County Board of Commissioners and E&B Paving, Inc. at no cost to the County.

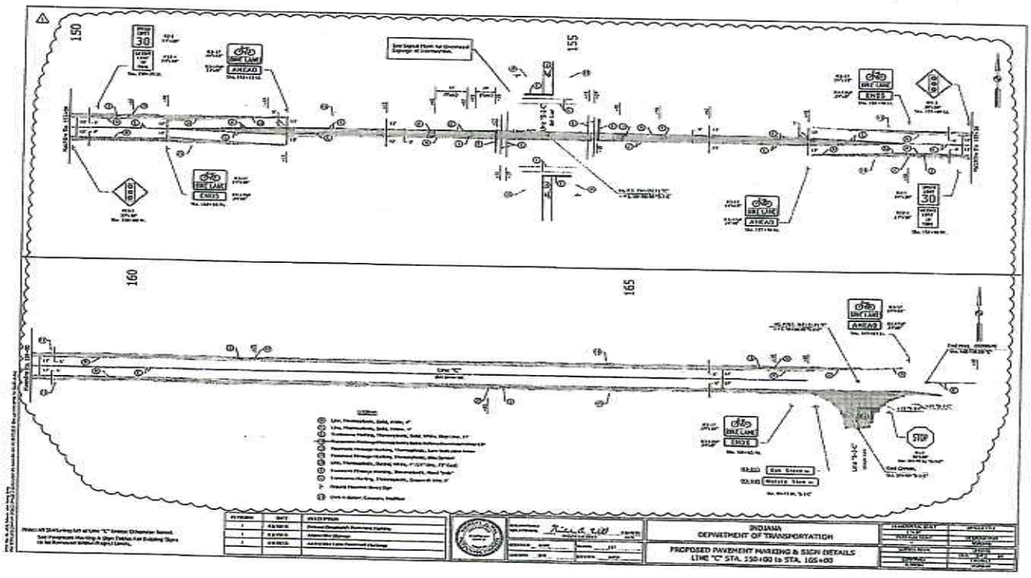
Respectfully,
Warrick County Board of Commissioners

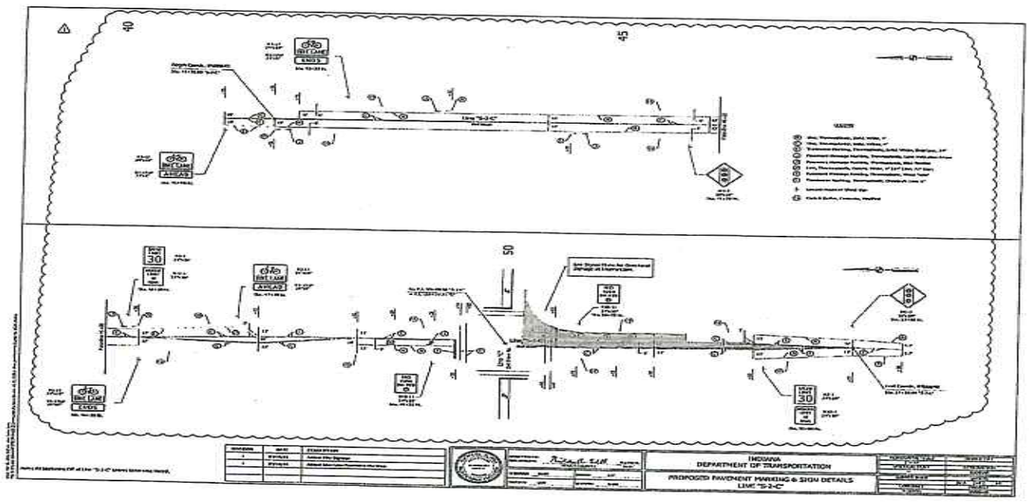
Marlin Weisheit, President
Marlin Weisheit

Accepted by:
Nick Chapman
Nick Chapman, Area Manager
E&B Paving, Inc.

[Type here]







WARRICK COUNTY BOARD OF COMMISSIONERS
RESOLUTION NO. 2017-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ESTABLISHING A MAXIMUM SPEED LIMIT AND MAXIMUM VEHICLE WEIGHT LIMIT

WHEREAS, Indiana Code Section 36-9-2 *et seq*. authorizes the Board of Commissioners of Warrick County, Indiana, to regulate the use of public ways; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, has the authority to declare a reasonable and safe maximum speed limit on public highways within its jurisdiction pursuant to Indiana Code Section 9-21-5-6; and

WHEREAS, Section 70.01 of the Code of Ordinance of Warrick County provides that the Board of Commissioners may by resolution post maximum speed limits on county highways; and

WHEREAS, Section 70.02 of the Code of Ordinance of Warrick County provides that the Board of Commissioners may by resolution post a maximum vehicle weight limit on county highways; and

WHEREAS, pursuant to Section 70.01 and 70.02 of the Code of Ordinance of Warrick County, the Warrick County Highway Department shall have the power to place and maintain traffic control signs, signals and devices when and as required in order to regulate traffic in accordance with the declaration and determination of the Warrick County Board of Commissioners; and

WHEREAS, the Warrick County Highway Engineer conducted a traffic investigation and recommended to the Warrick County Board of Commissioners that a maximum speed limit and maximum gross vehicle weight limit be posted to regulate traffic and promote safety on Shilo Road, located in Boonville, Warrick County, Indiana; and

WHEREAS, the Warrick County Board of Commissioners reviewed the recommendation of the Warrick County Highway Engineer and now wish to adopt a maximum speed limit and gross maximum vehicle weight limit on Shilo Road.

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

The maximum speed limit shall be Thirty (30) miles per hour, and the maximum gross vehicle weight limit shall be Ten (10) tons or Twenty Thousand (20,000) pounds effective for **SHILO ROAD**, located in Boonville, Warrick County, Indiana. Furthermore, no vehicle with a gross weight in

Commissioners' Resolution 2017-11

excess of Ten (10) tons or Twenty Thousand (20,000) pounds shall be operated on or across said road without express permit of the Warrick County Board of Commissioners.

BE IT FURTHER RESOLVED that the Warrick County Highway Department shall post the respective maximum speed limit and maximum gross vehicle weight as set out above with appropriate signs, and that the penalty provisions of Section 70.99 of the Warrick County Code of Ordinances shall apply to this resolution.

Passed and adopted by the Warrick County Board of Commissioners this 10th day of April, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

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Warrick County Attorney