WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
June 12, 2017
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you, Sheriff. I guess we need to start out here to hold a Public Hearing. I'd ask for a motion to suspend our Regular Meeting.

Bob Johnson: I make a motion to suspend our Regular Meeting to hear the Public Hearing.

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

PUBLIC HEARING
TRANSFER OF TAX SALE CERTIFICATES TO BOONVILLE NOW, INC.

Marlin Weisheit: Okay, Sherri, you want to go ahead with the Public Hearing?

Sherri Rector: Well, the first item's not me.

Roger Emmons: Yeah, Andrew.

Marlin Weisheit: Oh, okay, Transfer of Tax, Andrew. Okay.

Andrew Skinner: Okay, so this is a Public Hearing. It's been noticed in the papers as is required under the Statutes three (3) times. And this is a hearing regarding the transfer of certain properties to Boonville NOW, a non-profit group, which will, properties that have been acquired at tax sale that were not sold at tax sale. And Boonville NOW, the non-profit, is going to research these, do title searches on these properties and at the end determine which of those would be, make sense to potentially turn around and sell towards, out in the public. Or hold an auction for it in order to put those back in the hands of residents who will upkeep those properties and pay for the taxes on those properties and take care of those. So if there's anybody who's here to speak for or against that transfer of those properties that were listed in the, here in the paper to Boonville NOW, this would just be the time for that to happen.

Marlin Weisheit: Would anybody like to speak for or against this transfer?

Roger Emmons: Debbie Bennett-Stearsman, with the Coalition is here, should the Board have any questions as well.

Debbie Bennett-Stearsman: Debbie Bennett-Stearsman with the Economic Development Coalition. To kind of piggy-back on what he said, actually the properties were identified to get into the Blight Elimination Program to clean up the properties with grant funding and get the properties cleaned up so they can get back on the tax rolls. Either by Boonville NOW or by selling them to someone who'll take care of them. And it was through an arrangement with the Economic Development, Warrick County Economic Development, to help Boonville NOW be able to accomplish this should you decide to assign them to Boonville NOW.

Marlin Weisheit: And, Debbie, just for the record, you done this in a couple other counties as well with some…

Debbie Bennett-Stearsman: Yes, Posey County and Gibson County both have successfully done this program. I believe Gibson County had sixteen (16) properties that they ended up deeding over to two (2) non-profit groups. And in Posey County I think we had nineteen (19) that we took off the tax sale.

Marlin Weisheit: And this is just a way for us to use up the one point three million ($1,300,000.00) and finish that off…

Debbie Bennett-Stearsman: Funding that the County received.

Marlin Weisheit: By the end of the year. We're kind of on a time restraint here so…

Debbie Bennett-Stearsman: Yeah, yeah. It was a solution to try to spend the balance of the funding we had.

Marlin Weisheit: Yeah, clean up the rest of some houses. Thank you, appreciate it.

Debbie Bennett-Stearsman: Okay.

Marlin Weisheit: Anybody have any questions or would like to say anything against or for this project?

Roger Emmons: It's been a great project.

Marlin Weisheit: Yes, it's been a great project and Debbie's done a great job helping us with that. So at this time I'll reconvene the Commissioner Meeting so we can act on the Public Hearing. Andrew, you was finished, wasn't you?

Andrew Skinner: You, you can do the second matter in the Public Hearing first before you reconvene, if you'd like.

Marlin Weisheit: Okay, go ahead and do that before then.

IN THE MATTER OF THE VACATION OF THREE DRAINAGE EASEMENTS, TWO PUBLIC UTILITY EASEMENTS A PORTION OF A LAKESIDE MAINTENANCE AND STORM DRAINAGE EASEMENT AND THREE DRAINAGE AND UNDERGROUND PUBLIC UTILITY EASEMENTS ORCHARD VIEW CONDOMINIUMS

Sherri Rector: Okay, that would be in the Matter of the Vacation of Three (3) Drainage Easements, Two (2) Public Utilities Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement and Three (3) Drainage and Public Utility, Underground Public Utility Easements located in the Orchard View Condominiums PUD, Section I, Ohio Township in Warrick County. You should have seen these in the Drainage Board meeting that you just had. And you do have them in your packets. Scott Buedel is here with Cash Waggner if you have any questions.

Marlin Weisheit: Scott, just for the record, if you want to state it for this meeting. We heard it at the last meeting as well.

Scott Buedel: Scott Buedel with Cash Waggner and Associates. As Sherri said, there's a number of these (inaudible) we're requesting to have vacated. They crisscross through the proposed development that we're in the process of going through. We've received approval for the subdivision and PUD. Part of the project and everything is contingent upon these easements to be vacated to let us move forward and get it recorded.

Sherri Rector: And we do have, Mr. President, all of the return receipts from adjacent property owners and all the letters from the utility companies that they have no objection.

Marlin Weisheit: Okay. Does anybody in the audience have anything to say against or for this project? Or any concerns before we reconvene the Commissioners' Meeting? Thank you, Scott.

ACTION ON THE PUBLIC HEARING TRANSFER OF TAX SALE CERTIFICATES AMENDMENT TO ORDINANCE 2017-12

Marlin Weisheit: At this time we'll reconvene the Warrick County Commissioners' Meeting so we can act on these two (2) issues. And we want to start out with the Tax Sale Certificates for Boonville NOW?

Andrew Skinner: Yes, so under the Statute the Commissioners are to make a determination whether or not they want, they wish to proceed with the transfer of these properties to the non-profit entity, Boonville NOW. I've handed in front of you what's marked as Amended Resolution 2017-12 which goes through and says basically what this is for. These are certain properties and liens that required on tax sale under Indiana law and Commissioners and Boonville NOW have developed an agreement through the Blight Elimination Program and partnership with the Indiana Housing Community Development Authority. And entered into an agreement with the Indiana or with the Warrick County Economic Development Department and there are assigned parcels that are proposed to be assigned to Boonville NOW under Indiana Code 6-1.1-24-6.7 and 17, and that Boonville NOW is willing to accept the transfer of those lien certificates and will follow all the Statutory requirements that are required. Notice was published, a public hearing was held, and if the Commissioners were to vote in favor of this transfer, then the language on the second page shows that those would be, which the attachment was left off, but we can get that to you. It's the same attachment that was used previously. That, you, that would, that determination could go ahead and move forward with transfer to Boonville NOW subject to the terms of that reimbursement agreement.

Roger Emmons: Andrew and Commissioners, I have that printed out and tabbed for your signatures as well as the exhibit, the list of the properties.

Marlin Weisheit: And Andrew and I have talked about this before. I am a Board Member of Boonville NOW, so I probably should abstain from voting on this particular matter.

Andrew Skinner: Okay.

Marlin Weisheit: Want to make that plain.

Bob Johnson: I make a motion to transfer the Tax Sale Certificates to Boonville NOW, INC.

Dan Saylor: Second.

Marlin Weisheit: And do we need to add this amended Resolution Number, Andrew?

Andrew Skinner: Yes...

Dan Saylor: 2017-12?

Marlin Weisheit: Yeah.

Andrew Skinner: Yeah, I gave you a new version.

Marlin Weisheit: Oh, okay.

Andrew Skinner: There was actually a typo on the one (1) I sent to Roger. So I put one (1) in front of you. I've got another one (1) here on bond for you, Roger, that they can sign.

Marlin Weisheit: Okay. So we have a motion and a second to accept these for Boonville NOW and transfer them. Any questions? If so, I'd entertain a vote. All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Okay. Motion two, and one abstention (Motion carried 2-0-1 with Marlin Weisheit abstaining). Thank you, Gentlemen.

(Amended Resolution 2017-12 is located on Page 23 of these Official Minutes)

VACATION IN ORCHARD VIEW CONDOMINIUMS PUD ORDINANCE 2017-14

Marlin Weisheit: Now I guess we need to move on to the matter of vacating the drainage easements.

Sherri Rector: Do you want me to read it again for you? Or it's just the same as…

Marlin Weisheit: I'm clear on it.

Sherri Rector: Okay, uh…

Marlin Weisheit: You guys have any questions?

Sherri Rector: And it will be County Commissioners' Ordinance 2017-14.

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

Dan Saylor: I make a motion to vacate the three (3) drainage easements, Ordinance 2017-14, for the Orchard View Condominiums PUD.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Ordinance 2017-14 is located on Pages 24 through 29 of these Official Minutes)

AREA PLAN COMMISSION STREET CONSTRUCTION PLANS GATEWAY PLACE SUBDIVISION PP-17-09

Marlin Weisheit: Okay, Sherri, I guess go ahead with your…

Sherri Rector: Okay.

Marlin Weisheit: APC.

Sherri Rector: The first two (2) are street construction plans. The first one (1) is Primary Plat 17-09, Gateway Place Subdivision. And it is my understanding that this was continued at the Drainage Board meeting. So therefore it needs to be continued, excuse me, until the July 10th County Commissioners Meeting.

Marlin Weisheit: I'd entertain a motion to continue that.

Bob Johnson: I make a motion to continue PP-17-09, Gateway Place Subdivision 'til…

Sherri Rector: July 10th.

Bob Johnson: July 10th.

Dan Saylor: Second.

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

Dan Saylor: Aye.

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

LEXINGTON SUBDIVISION PP-17-10

Sherri Rector: And the next one (1) is Primary Plat 17-10, a re-plat of Lot 10-24, 27-28, and Lots 31-39 in Lexington Subdivision by First Federal Savings Bank, by Kirby King, Executive Vice President, Chief Lending Officer. It is twenty-two point six-three (22.63) acres located on the south of St. Clare Drive approximately one thousand and fifty-five (1,055) feet south of the intersection formed by Ferstel Drive and Sable Ridge Drive in Ohio Township. And you also seen this and the plat in your Drainage Board meeting. Bobby has reviewed the street construction plans and has signed off on the certificate of compliance, the dollar amount, and the plans.

Tom Keith: And my name again is Tom Keith. I'm with Andy Easley Engineering and I am here to answer any questions that you might have.

Marlin Weisheit: Anybody have any questions for Tom again?

Bob Johnson: No, Sir.

Sherri Rector: Bobby did change the dollar amount, you're aware of that?

Tom Keith: I am aware of that.

Sherri Rector: Okay.

Marlin Weisheit: Bobby, you're okay with everything?

Bobby Howard: Yeah, subject to my changes that I, that I've listed there. There also he needs to list the inch and a half of surface (inaudible) and not an inch. But the dollar amounts reflect that okay. It just needs to be listed on the certificate and I just amended that one (1) and that's good.

Marlin Weisheit: Okay. Thank you, Bobby. Any other questions? If not, I'd entertain a motion.

Dan Saylor: I make a motion to re-plat the lots in Lexington Subdivision.

Bobby Howard: Second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: (Inaudible)

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

Tom Keith: Thank you very much.

Marlin Weisheit: Good luck with it.

(Lexington Subdivision, PP-17-12, is located on Page 30 of these Official Minutes)

EXPIRATION OF SURETY
WYNGATE SUBDIVISION

Sherri Rector: Okay, the next item is Expiration of Surety, Wyngate Subdivision, Section B, by Barrington Development Group, Bruce Miller, President. Street and sidewalk construction. We are holding seventeen thousand one hundred and forty-nine dollars and fifty-three cents ($17,149.53) for streets. And nine thousand one hundred fifty-three dollars and seventy-two cents ($9,153.72) for sidewalks. He has had eleven (11) years and three (3) months. On October 24, 2016, the Commissioners allowed until June 30, 2017 to complete construction. Construction is not completed. Letter of credit does expire on June 30th. Bobby Howard and Steve Sherwood did go out and do an inspection. I believe took photographs that it has not been completed. We received a letter from Mr. Barrington basically stating his wishes are for you to draw the letter of credit.

Bruce Miller: Good afternoon, Bruce Miller, Barrington Development Group, President. The completion of the street system there was some deficiencies there in the roadway. In October, the Commissioners asked me to go ahead and make corrections on those. We did make those corrections, some pot holes that were corrected. And I have contracted with Metzger Construction. But Mr. Metzger is not going to be able to complete that asphalting in that section as he had indicated. He's working on contracts through the County right now. Does not have time to be doing residential work. And so consequently, I am not going to be able to meet my deadline of June 30th for the asphalting. So at that point, I would only have one (1) alternative and that is to go ahead and pull the letter of credit.

Marlin Weisheit: Does anybody have any questions?

Bob Johnson: None.

Marlin Weisheit: And, Bobby, are you okay with that? We don't usually have to do that. But the circumstances...

Bobby Howard: Yeah, I think, I mean would you wait 'til closer to the expiration in case Metzger's can get it done? Or how would that work?

Sherri Rector: We can do it like we did last meeting. You can give them 'til a week before. It has to be at least, give us a week.

Bobby Howard: I mean they've already got it approved 'til the 30th.

Sherri Rector: Right.

Marlin Weisheit: In case they could get out there, I mean, I'd be fine with that. If not then we'll just have to do it later.

Sherri Rector: Let's see, it expires June 30th, so the 23rd.

Marlin Weisheit: That's okay with me. Okay with you Bobby?

Bobby Howard: Yeah.

Marlin Weisheit: You, Gentlemen?

Sherri Rector: Or, Bobby, you want to do the 22nd because you don't work on Fridays?

Bobby Howard: For the record, I do work four (4), tens (10's).

Sherri Rector: I know that. I was just trying...really do you? Make it on a Thursday?

Bobby Howard: It doesn't, it doesn't matter. I mean my office, Steve's still available to check it on the 23rd. So...

Marlin Weisheit: I'm okay with the 23rd too. So, somebody want to make that a motion? If it's not completed by the 23rd, we'd pull the letter of credit, I think is what our motion should be. Is that right, Bobby? And you'd be okay with that Mr. Miller?

Bruce Miller: Absolutely.

Marlin Weisheit: Okay.

Sherri Rector: Streets and sidewalks.

Marlin Weisheit: Sir, do you have something else you wanna...?

Ken Merton: Yes, concerning this. So the way I understand it...

Marlin Weisheit: Oh, you'd have to come up and state your name. For the record, I'm sorry. I didn't want to overlook nothing. Yeah. Just state your name and address and your...

Ken Merton: Ken Merton, 8066 Wyngate Circle.

Marlin Weisheit: Go ahead, Sir.

Ken Merton: I appeared here last October when we thought, we were under the impression that the bond would be, or the letter of credit would be pulled then.

Marlin Weisheit: Um hum.

Ken Merton: And the Commissioners decided not to with the idea of the extension. During that conversation there was some discussion the County had some time maybe to get the blacktop finished yet last season. Well obviously we're back into a new season and you know the roadwork would have been done. Mr. Miller knew the date that the letter of credit was going to be forfeited. And I'm sure he could have gotten Metzger or other contractors to have it done by that time. I guess and all of us here, right here are from Wyngate. And you know it's been a mud hole or now a dust pit. And you know we don't know who the regulatory authority is. There's no kind of construction barrier from the current construction. And consequently, muds coming on to the...is the County the regulatory authority? Or is it IDEM? You know because we, you know that right now it, it, last fall it was a safety issue down at the bottom. Yes, he did, he did fill in the pot holes and did it in a timely manner that he said he was going to do it. But that doesn't leave the low areas that fill with mud as well as standing water when we get the right rain. One (1) of the tenants actually put up a cone so in order to prevent somebody from driving in. We think it's a safety issue. And I guess if, if the letter of credit is going to be pulled, how soon can the County or can you tell us how soon the County will complete it?

Marlin Weisheit: Bobby, you think we can put that on a priority list. I mean these folks have been waiting for quite a long time.

Bobby Howard: Yeah, I mean I can't give an exact date without talking to the contractor, but that's something that we could work to achieve with them as far as speeding it up. And we could put something of ours, I guess, we could work something out to where if they're in the area...

Marlin Weisheit: Put that on a priority list for them.

Bobby Howard: If they're in the area they might be able to get it done, yes.

Ken Merton: So that it will be a priority?

Marlin Weisheit: As far as I'm concerned, how do you two (2) gentlemen feel?

Ken Merton: On future construction, who are the regulatory authorities? Is it the County? Or is it the State? When we have issues like dust and you know standing water. That should be corrected. But if more houses are built, we're going to be back to the mud. If it's not done properly with the barriers and stuff, we're going to have another problem

Marlin Weisheit: We deal with that a lot with Storm Water. And we send people out.

Bobby Howard: And the Building Inspector and Storm Water Department…

Marlin Weisheit: Yeah.

Bobby Howard: Both look at…

Marlin Weisheit: Yeah.

Ken Merton: I'm sorry, what did you say?

Bobby Howard: Building Inspector, through the Building Department, Building Commissioner. And our Storm Water Department…

Ken Merton: Okay.

Bobby Howard: Both review complaints with erosion control.

Ken Merton: And I know at least one (1) resident's concerned with a structure that was built to control the storm water, and that it's not properly working. He unfortunately could not attend this. But who's the regulatory authority of that?

Marlin Weisheit: If it's on a County roadway that would be Mr. Howard or Storm Water.

Bobby Howard: I think it's a part of the basin.

Ken Merton: Pardon?

Bobby Howard: Part of the basin…

Ken Merton: Yes.

Bobby Howard: That drains.

Ken Merton: Yes.

Bobby Howard: Yeah, that's something through the, we'll review it with the County Surveyor.

Ken Merton: Yeah, I can't comment on that, cause I don't understand it. So, but I think there's an issue with the, with the…

Bobby Howard: My understanding is there's a little bit of sediment. It's a flat concrete ribbon maybe that needs to be cleaned up a little bit? And we can probably have Storm Water work on that.

Ken Merton: Yeah. Okay. Any, any of you guys or girls…

Dan Saylor: Has that been accepted (inaudible)?

Bobby Howard: No, that's all a part of what we're drawing the money (inaudible).

Marlin Weisheit: Thanks for coming today.

Ken Merton: We appreciate you.

Marlin Weisheit: We appreciate your comments.

Ken Merton: You know we had the patience last fall when you asked us to. And consequently, you know…

Marlin Weisheit: Here we are.

Ken Merton: Thank you very much.

Bob Johnson: Thank you.

Ken Merton: Appreciate it.

Marlin Weisheit: Alright.

Sherri Rector: Uh, Marlin.

Marlin Weisheit: Yes, Sir, Ma'am.

Sherri Rector: Bobby and I was just talking, Bruce, if you somehow get this done, you need to file a street acceptance request…

Bruce Miller: Yes.

Sherri Rector: And you need to file a sidewalk acknowledgement and then we will have to bring that to, to you all on the 26th for you to approve and then releasing his letter of credit.

Marlin Weisheit: Okay.

Sherri Rector: So you'd have to have that filed if you think you're going to get it done, you need to file them.

Bruce Miller: Okay.

Sherri Rector: So we can get it on that agenda.

Bruce Miller: Okay. Very good.

Marlin Weisheit: If not on the 23rd, we'll pull it. Then we'll put it on a priority list for the County, okay, Bobby? If that's what we decided to do here.

Dan Saylor: Now is this just to resurface the road or it this, is this the sidewalks too.

Marlin Weisheit: Both.

Sherri Rector: Both.

Dan Saylor: Both?

Sherri Rector: Both, um hum. And I just asked him a while ago and he said yes.

Marlin Weisheit: So I'd entertain a motion as to what we just discussed, if that's what you guys are in favor of doing. The 23rd would be our date.

Bob Johnson: I make a motion to, to table until the 22nd? 23rd?

Sherri Rector: It has to be completed by the 23rd.

Bob Johnson: Be completed by the 23rd or we pull the letters of, letter of credit.

Marlin Weisheit: And put it on priority?

Bob Johnson: And put it on priority list. These folks have been patient enough.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Motion carries three, zero (3-0). Thanks, Bruce. Thanks for coming today.

Bruce Miller: Yes.

Marlin Weisheit: Alright.

(Wyngate Subdivision, Expiration of Surety, is located on Page 31 of these Official Minutes)

DEDICATION OF RIGHT OF WAY AND WARRANTY DEED BERKSHIRE SUBDIVISION

Sherri Rector: Okay, the last thing I have is Dedication of Right-of-Way, Berkshire Subdivision, Right-of-Way Dedication and Warranty Deed. Bobby and Mr. Morley will have to explain this to you. We put copies in your packets. I don't really know the purpose.

Bobby Howard: Do you want to go first?

Jim Morley, Jr.: You want me to go first? Jim Morley, Jr., Morley and Associates, Project Engineer. What you have in front of you is a diagram that shows the, kind of the pink area, is the first section of Berkshire Subdivision. Which is the subdivision that Maken Corporation is doing out next to the new Friedman Park. And the green lines represent all the sewer mains that have been installed so far. As you can see, several of the green lines are outside of the pink area. All of the sewers in the pink area will be covered in plats or covered in easements on the new plat. The areas outside the pink area will be covered in easements that are recorded as stand-alone documents. The three (3) circles you see are where the sewer crosses right-of-way. And in those locations, if we grant an easement across that right-of-way then the sewer would then have senior rights underneath your right-of-way which is been a little bit of a sticking point in the past. And so we came up with the idea of dedicating little pieces of right of way in there that would get absorbed into the plat later. And that would preserve your senior rights in the right-of-way. And then something that we discussed with Mr. Howard and while it's a unique solution, we feel it's the best solution in this situation.

Bobby Howard: In the past we'd have to try to get subordination agreements with the Town of Newburgh on their sewers. And it's been difficult for the developers to be able to do that. So in this case this would give us the right-of-way so that their line is in the road right-of-way and would not need an easement. And then that way it's covered later when the secondary's actually filed, then that will cover over this. But in the meantime we would have little islands of right-of-way until that secondary plat came in.

Marlin Weisheit: Anybody have any questions?

Sherri Rector: I have a question.

Sherri Rector: The originals, I don't have original deeds or dedications. Do you have those? Okay. Thank you.

Marlin Weisheit: That was a test, wasn't it?

Sherri Rector: Yes.

Jim Morley, Jr.: Barely passed. Oh, almost forgot. Here's the dedication.

Sherri Rector: Okay. Thank you.

Marlin Weisheit: I understand it and don't have any issues with it. If Bobby's okay with the street right-of-way. I mean this is a part of Newburgh. This'll be tied in to the Newburgh sewer, won't it?

Jim Morley, Jr.: Yeah, yeah it's to cover Newburgh sewer. And then when the areas, that the green lines are in the white area, when that becomes platted then we'll plat right-of-way right over the top of the right-of-way we're granted here today. So the truth is it's a temporary measure to prevent having to deal with subordinate agreements and such.

Marlin Weisheit: I understand. Unless anybody's got any questions I'd entertain a motion.

Sherri Rector: Danny hasn't signed them.

Jim Morley, Jr.: Correct. I didn't know if you wanted to sign first. He'll sign, that's not a problem, I just wanted to make sure you guys were okay with it before I got his signatures and stuff.

Dan Saylor: Is this Ubelhor's?

Marlin Weisheit: Yes.

Dan Saylor: I make a motion to dedicate the right-of-way of Berkshire Subdivision.

Bob Johnson: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Jim Morley, Jr.: And then, Sherri, thank you very much...

Roger Emmons: Mr. President, oh, go ahead.

Jim Morley, Jr.: I was going to say, when you're ready to have, get signatures from Danny, I'll get them. I just didn't want to have him sign 'em before you all had a chance to review...

Sherri Rector: Well, I don't think the Commissioners sign the deed. Just he is the only one (1) signs the deed to them.

Jim Morley, Jr.: Correct.

Marlin Weisheit: Oh. Okay.

Sherri Rector: So you need this back.

Jim Morley, Jr.: You're good with me going ahead and getting his signature?

Sherri Rector: Yeah. Okay. (Inaudible).

(Dedication of Right-of-Way and Warranty Deed are located on Pages 31 through 32 of these Official Minutes)

ROAD USAGE AGREEMENT WITH SEZ HOLDINGS, LLC FOR RABBIT RUN DRIVE

Roger Emmons: Mr. President, while Jim's still here, do you mind if we go to an item under my other items that's got to do...

Marlin Weisheit: Yeah, let's get that cleared up while he's here.

Roger Emmons: On a road usage agreement...

Marlin Weisheit: Yeah.

Roger Emmons: With SEZ Holdings, LLC for Rabbit Run Drive. This went back some time but basically they have complied...

Marlin Weisheit: Second page of Roger's, right here...

Bob Johnson: Yeah, um hum.

Roger Emmons: Bobby suggested a road usage agreement be used for this and he set the bond at twenty-six thousand one hundred sixty dollars ($26,160.00). We now have that bond plus their certificate of liability insurance with the County listed as certificate holder. And they needed to use, they need a road usage agreement instead of using the

existing stubbed out paved area off Grimm and also the road bed of the yet to be built road, because they're going to be building the subdivision and a large office building at the same time. So I have the road usage agreement and just need a motion from the Board to approve it for Bobby and I to sign.

Marlin Weisheit: I thought you guys did a good job of getting this worked out. Bobby, you're okay with it the way it was, wasn't you? It will make things safer down there to get that project completed. Anybody have any questions? If not, I'd entertain a motion to approve the road usage agreement.

Bob Johnson: I make a motion to approve the road usage agreement for Rabbit Run Drive.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Jim.

Marlin Weisheit: Thank you, Jim.

Roger Emmons: Appreciate it. Thank you, Jim.

(Road Usage Agreement, Rabbit Run Drive, is located on Pages 32 through 34 of these Official Minutes)

APPROVAL OF MINUTES
MAY 22, 2017

Marlin Weisheit: Okay. I guess go back to our agenda. Approval of Minutes for May 22 Meeting.

Bob Johnson: I make a motion to approve May 22, 2017 Minutes.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ITEMS FOR DISCUSSION
ECONOMIC DEVELOPMENT COALITION OF SOUTHWEST INDIANA
BLIGHT ELIMINATION PROJECT

Marlin Weisheit: Items for Discussion. Looks like Debbie Bennett-Stearsman might be up again.

Debbie Bennett-Stearsman: Good afternoon, Debbie Bennett-Stearsman with Economic Development Coalition. I'm here to try to give you an update on the BEP Program to follow up on the Public Hearing you just had on the Tax Sale Assignment Properties. Our office is also having a Public Hearing on the properties tomorrow at 10:00 AM, which is a requirement of Indiana Housing Community Development BEP Program. We have to hold a Public Hearing, another Public Hearing to let people know that their houses potential are in there. So I think we've done a good job of covering that in addition to contacting them. In addition to those houses, tomorrow at the Public Hearing we will be discussing 8299 Saint John's Road, Elberfeld; 603 East Division Street, Boonville; 1023 North Third Street, Boonville; 1500 Pelzer Road, Boonville; 2555 State Route 62 East, Boonville; 4677 Smith Road, Boonville; and 229 West Second Street in Lynnville. All those houses will have a Public Hearing to try to get them qualified in the BEP Program. The second thing that I was to discuss with you today is I need to set another bid set dates for advertisement. This will be the bid set number five (5). And it will be for the following properties: 213 West Walnut Street, Boonville; 506 North Ninth Street, Boonville; 512 North Sixth Street, Boonville; 615 West Walnut Street, Boonville; 706 North Second Street, Boonville; 713 Poplar Street, Boonville; 808 East Chestnut Street, Boonville; 1002 Mulberry Street, Boonville; 1687 Bracher Road, Boonville; 7755 North SR (State Road) 61, Boonville; 6800 Manchester Boulevard, Chandler; and 514 Polk Street in Newburgh. That will be the next set of houses that have been approved and ready to go out for bid and I'm asking that you establish the following dates: send the ad to the Boonville Standard on June 15th, first publication will appear on June 22nd, second publication June 29th, pre-bid conference here at the Commissioners' meeting room on June 29th at 9:00 AM, and bid opening on July 10th at 4:00 PM Commissioners' Meeting. So I would ask that you adopt those dates for the next set of twelve (12) properties.

Marlin Weisheit: Approve by motion?

Roger Emmons: Yes.

Marlin Weisheit: Somebody make a motion on that? To approve the dates for BEP?

Dan Saylor: I make a motion we approve the dates for BEP Project.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Bennett-Stearsman: Thank you.

Marlin Weisheit: Thank you.

Debbie Bennett-Stearsman: And the last thing is, we're looking at your last set of potential properties going through a public hearing by IHCDA. We had a lengthy meeting with Boonville NOW and with Marlin and Jeff Floyd from the City of Boonville. We've come up with five (5) additional properties for the balance of the funding that we think we're going to have. And we've scheduled a public hearing for July 6th at 10:00 AM at our office again, 318 Main Street in Evansville. And those properties will be for 6533 Gardner Road in Chandler, 1015 Ann Street in Boonville, 3977 East Pigeon Valley Road in Boonville, 405 East Chestnut Street in Boonville, and 10655 State Route 57 in Elberfeld. And we advertised that and you're always welcome to come to our public hearings at Evansville. You do get copies of the minutes and sign in but it's just to keep you informed of the houses that are coming into the program.

Marlin Weisheit: And I think we can also say that we're complete. We're not looking for any more houses to tear down. We actually have four (4) of those that's kind of iffy to make sure we have funding in place before we can get them approved.

Debbie Bennett-Stearsman: Right. Yep.

Marlin Weisheit: But we're going to be able to utilize the one point three million ($1,300,000.00) and we're not accepting any more houses.

Debbie Bennett-Stearsman: And we should exceed the goal of sixty (60) houses. I think we're going to get more, seventy (70), seventy-five (75) houses for Warrick County.

Marlin Weisheit: It's been a remarkable, and you've done so much work. But then we've got to brag on all our volunteer help.

Debbie Bennett-Stearsman: Yeah.

Marlin Weisheit: We've had...

Debbie Bennett-Stearsman: Boonville NOW's been incredible and Jeff Floyd...

Marlin Weisheit: Yeah.

Debbie Bennett-Stearsman: And Marlin.

Marlin Weisheit: Thank you.

Debbie Bennett-Stearsman: Okay. Thank you.

Bob Johnson: Thank you.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
REQUESTS FOR FMLA LEAVE

Marlin Weisheit: Roger, looks like you're up.

Roger Emmons: Thank you, Mr. President. My written items here. First we have a couple of requests for Family Medical Leave and the first one (1) is Highway employmen...employee. And Marlin and I did have a discussion with Todd regarding this particular employee and the fact that it would be appropriate for the Board to grant additional leave in this matter. Of course I can't say the employee's name.

Marlin Weisheit: I'd entertain a motion. If, unless you have any questions. We can't bring up the subjects name. But he's had a long illness here he's trying to recuperate from. So it complies with FMLA.

Roger Emmons: Yes, it does. And as a matter of fact, I know Todd advised Andrew that their resident expert on the FMLA and it's probably always better to approve additional than to not approve it.

Bob Johnson: So this is FMLA?

Roger Emmons: Yes, Sir.

Bob Johnson: Okay. I make a motion to approve the FMLA.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: And the second is a Sheriff's employee and all the required paperwork is in order and proper signatures.

Bob Johnson: Make a motion to approve.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

GIS LIMITED USE AGREEMENT WITH IU PUBLIC POLICY INSTITUTE TO ASSIST THE INDIANA STATE FIRE MARSHAL'S OFFICE AND INDIANA FIRE ALLIANCE

Roger Emmons: The next item has to do with a GIS Limited Use Agreement with IU Public Policy Institute to assist the Indiana State Fire Marshal's Office and Indiana Fire Alliance. I sent you an email on June 7th from Shane Turbeveille, he's a Graduate Research Assistant for the Public Policy Institute. We've approved several of these in the past and everything's in order for this one (1) for you to approve as well by motion.

Marlin Weisheit: Unless you've got any questions, I'd entertain a motion.

Dan Saylor: I make a motion to approve the GIS Limited Use Agreement.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

OFFICIAL APPROVAL OF TEMPORARY CLOSURE OF STAHL ROAD

Roger Emmons: Next item is Official Approval of Temporary Closure of Stahl Road. That's also a safety measure in conjunction with the development of Warrick Trail Apartment Homes and TownePlace Suites Hotel. This went back to May 30th where we received information from Morley and Associates. I did received the consensus from the Board and with the understanding the County has the right to terminate that closure at any time and I think we need to make it official by motion for the minutes today.

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

Dan Saylor: I make a motion to approve the temporary closure of Stahl Road.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

HARSHAW TRANE SCHEDULED MAINTENANCE PROGRAM #777 AND WATER TREATMENT PROGRAM #778

Roger Emmons: Next is the Harshaw Trane and they, we have had a Scheduled Maintenance Program #777 and a Warrick Water Treatment Program #778 since at least the mid, mid-2005. I just received their updated agreement and I emailed that to Council and the Commissioners. You could approve it today subject to legal review and comment. See if they want any changes. But this updates it to make sure we have all the equipment listed. If you prefer to table this to your June 26th Meeting 'til you've had time to review it, that would be fine as well. And again this is paid from our Cumulative Capital Development Fund. If you get a chance to talk to Brad about Harshaw Trane's...

Bob Johnson: No, I don't.

Marlin Weisheit: Just preventative maintenance and programing.

Bob Johnson: I make a motion to approve the Scheduled Maintenance Program #777 and #778.

Marlin Weisheit: As long as it meets legal.

Bob Johnson: As long as it meets legal.

Marlin Weisheit: Thank you. Have a second?

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

(Harshaw Trane Scheduled Maintenance Program is located on Pages 34 through 36 of these Official Minutes)

DIGISCRIBE SOFTWARE FOR SURVEYOR'S OFFICE

Roger Emmons: I think I've got a few other items. We already took care of the proposed road use agreement with SEZ Holdings. The second item is End User Software License Agreement and limited warranty coverage for the Surveyor's Office. And Andrew can cover this one (1). Basically they want to purchase, the Surveyor's Office, software that's called DigiScribe Software Program that will help the secretary more effectively transcribe the meeting minutes of the Drainage Board. Doug provided the link for the End User License Agreement. Cost is only $75.00. But because it's an agreement it has to be approve in this open meeting. Now there is no signature because these things are going more and more on computer. But I don't know if Todd or Andy's had a chance to review the license agreement.

Marlin Weisheit: We could approve it subject to legal approval I guess, can't we?

Roger Emmons: Yes, Sir.

Andrew Skinner: Yeah, we have reviewed it. Standard termination, license, subject. They're based out of New York it looks like, so based, subject to the laws of New York. But that's pretty common. So, I'd, there's nothing in here that would stand out as far as we're concerned. The, as long as there's some printout showing there's no price on the actual license agreement. But I think there's a price somewhere on how much it is, the seventy-five dollars ($75.00).

Roger Emmons: Seventy-five dollars ($75.00).

Andrew Skinner: Yeah.

Marlin Weisheit: Thank you, Andrew. I'd entertain a motion.

Bob Johnson: I make a motion to approve the license agreement and limited warranty coverage with, what is this, DigiScribe?

Dan Saylor: Second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

(DigiScribe Contract is located on Pages 36 through 39 of these Official Minutes)

WARRICK COUNTY HISTORIC JAIL PUBLIC INPUT SESSION

Roger Emmons: I just have a couple of announcements. One (1) has to do with the Warrick County Historic Jail. A public input session pursuant to our contract with Hafer and Associates regarding the planning grant. There will be a public input session in this room tomorrow June 13th at 6:30 PM. It will be conducted by Hafer and Associates for the purpose of taking suggestions from the public as to ideas for the Historic Jail's preservation for the future. In other words, what do people, what would they like to see it used for to put it into actual good service.

AMERICAN RED CROSS BLOOD DRIVE

Roger Emmons: And lastly, the County sponsored American Red Cross Blood Drive will be this year on July 18th from 2:00 PM to 7:00 PM at the Boonville-Warrick County Public Library.

Marlin Weisheit: Thank you, Roger.

Roger Emmons: Thank you, Gentlemen.

COUNTY ATTORNEY
NEFF LANE PROJECT

Marlin Weisheit: Looks like Andrew's up. County Attorney.

Andrew Skinner: Yes. A couple of items of, first we need an update on the Neff Lane Project. The, this was adding what was granted by a judge as a public roadway, I believe is what it was termed as. And it was adding it to the certified mileage for the County to maintain right-of-ways I believe been required by all the landowners. It's approximately four hundred feet (400) feet of additional certified mileage. Just needs discussion and approval.

Marlin Weisheit: I think we're all aware of that one (1). So any you guys have any questions?

Bob Johnson: We've discussed it.

Bobby Howard: Just need to approve the full four hundred (400) feet to be added to certified mileage at this time.

Marlin Weisheit: That's what our motion needs to be on Neff Lane. I'd entertain a motion.

Bob Johnson: I make a motion to approve four hundred (400) extra feet on Neff Lane for County mileage.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Bobby Howard: And just to state that four hundred (400) feet's is from Coles Creek Road east...

Marlin Weisheit: East.

Bobby Howard: Four hundred (400) feet.

ORDINANCE AMENDING CHAPTER 130 OF COUNTY CODE
SPECIAL SEPTIC PERMITS IN COUNTY AREAS
ORDINANCE 2017-15 FIRST READING

Andrew Skinner: Second thing on our list is an Ordinance relating to, that would be amending the County Ordinance regarding private sewage disposal systems. This Ordinance is going to amend Section 130.02 of the Warrick County Code of Ordinances. It will be adding a new Subsection I, which states, 'when an available public sewer or combined sewer or sanitary sewer, which is approved by the Public Service Commission or the Indiana State Board of Health is contiguous or within three hundred (300) feet of the building line as established by the Zoning Ordinance of a residential property that's being developed for a residential home, and situated within the County, that a direct connection shall be made to the public sewer. The County Board of Health however may grant a special permit which would waive the connection requirement if the residential homeowner can provide the Board of Health with a few pieces of information. One (1), that the applicable Municipal Works Board would waive, provide some documentation that they waive in writing any tap in rights that they have within that three hundred (300) feet and also that a written statement be given by the homeowner that would affirm the cost to connect to that public sewer line is equal to or exceeds the cost of installing any acceptable private sewage disposal system. This would be just a special permit, not, fairly narrow special permit that would not be used very frequently at all. This is not something that would, obviously I think the County's interest in the Ordinance right now is to promote the health and safety and welfare of the County by encouraging people to tap into the sewer, and requiring them to do so if they are within three hundred (300) feet. However, if this particular special situation ever comes up, then they could apply for the special permit. We've not had an opportunity to actually, we wrote this for the County Board of Health to receive that request from the homeowner as opposed to the Commissioners, Board of Commissioners, itself. We've not had an opportunity to speak with Aaron Franz and make sure that he's on board with, with that. I know that he would have to have some input regardless. But, so, don't know if you want to, you could approve it, all three (3) readings today. That way the homeowner can go ahead and move forward with that, requesting that permit. Or you could read the First Reading today and then at the next meeting, do the Second and Third Reading once Aaron is back from vacation, has a chance to provide his input on this.

Marlin Weisheit: I'm okay with just doing the First Reading today, don't you think? It's two (2) weeks. It's not going to matter. This is to clear up that issue mainly in the Town of Chandler.

Andrew Skinner: Correct.

Marlin Weisheit: So if we do the First Reading today and then we can finish in two (2) weeks, right?

Andrew Skinner: Correct.

Marlin Weisheit: That'll give Aaron time to go through it.

Andrew Skinner: Yes.

Bob Johnson: I'll agree.

Dan Saylor: I agree.

Marlin Weisheit: Okay.

Dan Saylor: What's the...?

Bob Johnson: What the number on this one (1)?

Dan Saylor: What's the number on...?

Roger Emmons: 2017-15.

Bob Johnson: I make a motion to approve Ordinance 2017-15 allowing special residents' septic permit.

Marlin Weisheit: You want to do all three (3) readings?

Bob Johnson: First Reading.

Marlin Weisheit: Oh, just First Reading.

Dan Saylor: First Reading.

Marlin Weisheit: First Reading.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

RESOLUTION ADOPTING COUNTY EMPLOYEE PARKING SPACES

Andrew Skinner: The third item deals with a Resolution regarding employee parking spaces, I think we're, we should hold off on that. We don't quite have the right exhibits and don't have quite where in the Employee Handbook that would go. So I suggest we table that to the next meeting.

Marlin Weisheit: I'd entertain a motion to table our Employee Parking Spaces around the Courthouse Square.

Dan Saylor: Second or so moved.

Marlin Weisheit: I'll take that motion.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

PICTOMETRY CONTRACT RENEWAL FOR ASSESSORS OFFICE

Andrew Skinner: Last thing, Roger, you had sent an email regarding Pictometry that's used I believe in maybe the Clerk's...?

Roger Emmons: Sarah Redman's...

Andrew Skinner: Sarah's office, yeah.

Roger Emmons: She's...

Andrew Skinner: I don't know, I don't know if that's, I didn't see it under your items. But we have received a copy of that agreement. It'd be renewing that agreement I believe, right?

Sarah Redman: Yes.

Andrew Skinner: So, and it's got the total agreed price contained within the actual agreement itself. It's pretty standard. The only item I believe that we might want to consider is, while this is mostly service providing equipment, there is also a service component to it. And it does not include the standard addendum that we use for service contracts. And we might want to consider that if we could, if you are wanting to do so. However in this instance with, with the, I forget where they're based, New York? Contacted them and trying to get that added in might be somewhat difficult and it is renewal of an agreement, not a new agreement. So I would leave that up to you whether you want to require them or not.

Marlin Weisheit: I guess I could ask Sarah to come forward and just see if she's okay with the current agreement. I mean since you stayed over and went to the trouble to come meet us here tonight.

Sarah Redman: Ballgames don't start 'til 5:15 (PM). Sarah Redman, Warrick County Assessor. I could only hear part of what you said, I'm sorry...about a service addendum?

Marlin Weisheit: Are you okay with the current agreement?

Andrew Skinner: (Inaudible) current agreement?

Marlin Weisheit: The way it was.

Sarah Redman: Absolutely.

Marlin Weisheit: No issues at all with the company?

Sarah Redman: No.

Marlin Weisheit: Okay, that's all we...

Sarah Redman: We only had a slight increase, obviously, in price. But that's going to happen over a six (6) year period.

Marlin Weisheit: So you'd probably be okay with that then?

Andrew Skinner: Um hum, yes.

Marlin Weisheit: You guys have any questions? If not, I'd entertain a motion so we can keep that going.

Sarah Redman: Thank you.

Bob Johnson: I make a motion to, where am I at?

Marlin Weisheit: Pictometry.

Bob Johnson: To continue with the Pictometry for Warrick County.

Marlin Weisheit: Yeah, how long of an agreement is that? Three (3) years?

Andrew Skinner: Is it six (6)?

Sarah Redman: Yes.

Marlin Weisheit: Six (6) years? Okay.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Andrew Skinner: That's all I have for you today.

Roger Emmons: Do you have the contract for signature? Or is that...?

Andrew Skinner: I, well...

Roger Emmons: Sarah, do you have the contract for signing?

Sarah Redman: No, I didn't know you were going to present it today.

Roger Emmons: Well, you know, I sent it because we were waiting to see if they were going to have time to review it. They put it on the agenda and I never heard back.

Andrew Skinner: All I have are the terms and conditions. I don't have an actual contract.

Marlin Weisheit: We can get it though, right?

Andrew Skinner: Yeah.

Marlin Weisheit: Yeah, it's approved, so...

Sarah Redman: I will send it in the morning.

Roger Emmons: Okay.

Marlin Weisheit: Okay.

(Pictometry Contract is located on Pages 39 through 40 of these Official Minutes)

COUNTY AUDITOR
CLAIMS
CERTIFIED AND NON-CERTIFIED

Marlin Weisheit: Alright, County Auditor.

Debbie Stevens: Debbie Stevens, Warrick County Auditor, and I have Claims to present. Only two (2) Non-Certifieds. I'll drop those on your desk on my way back to my chair, for personal use purchases. Total Claims to approve, twelve million one hundred fifty-seven thousand nine hundred fifty dollars and eleven cents ($12,157,950.11). And if you reviewed the list that does include two (2) advanced draws for tax, property tax disbursements. One (1) to the School Corp and one (1) to the Library.

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

Dan Saylor: I make a motion to pay the Claims.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Stevens: Thank you.

(Certified and Non-Certified Claims are located on Pages 40 through 44 of these Official Minutes)

TAX SETTLEMENT

Debbie Stevens: And just an update on Tax Settlement. We have submitted our, we, we've submitted to the State and we're waiting for the final approval back from the State to go ahead and start disbursement, property and excise tax.

Marlin Weisheit: Great.

Debbie Stevens: So hopefully next week.

Marlin Weisheit: Sounds good, thank you.

Debbie Stevens: Thanks.

COUNTY ENGINEER/HIGHWAY
BIDS FOR BRIDGE 374 VANN ROAD CONSTRUCTION PROJECT

Marlin Weisheit: County Engineer/Highway.

Bobby Howard: First item I have on the agenda is the opening of bids for our Bridge 374 Vann Road Construction Project. This was advertised, I believe, twice in the local newspaper and I believe we received three (3) bids timely. I will open those now. What we'd ask is that these be reviewed by our consultant and taken under advisement at this meeting. The first I have is from Ragle, INC. And I'll just give the total bid price of seven hundred thirty-three thousand seven hundred and thirty-six dollars and twenty cents ($733,736.20). Need a sharper knife.

Bob Johnson: Who's this one (1) from, Bobby?

Bobby Howard: Next item is from Weddle Brothers. Their total was eight hundred and forty-five thousand dollars ($845,000.00) even. And the next bid is from Blankenberger Brothers. Their proposal is for seven hundred and nine thousand one hundred and forty dollars and eighty-five cents ($709,140.85).

Roger Emmons: Seven-'o-nine (709)?

Bobby Howard: Seven-'o-nine, one hundred forty, eighty-five ($709,140.85). I just ask that these be taken under advisement and reviewed to make sure it meets the bid specifications.

Dan Saylor: I make a motion to take the three (3) bids for Bridge 374 under advisement.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

EXTENSION OF SPRINGCORNER ROAD

Bobby Howard: Okay, the next item I have is a request for consensus on the roadway with the material for Springcorner Road. Is Mr. Klump here? Hello. My understanding is this road extension request is for approximately four hundred ninety (490) feet. And you're requesting it to remain as a rock road twelve (12) foot wide and six (6) inches thick to kind of keep with what's already existing in the area of the County road, roughly.

Jim Klump: Right. Correct.

Bobby Howard: And this is to provide frontage on a County maintained road to reach your property. Correct?

Jim Klump: Right.

Bobby Howard: I have reviewed this proposal and I, I'd recommend approval in order to reach this property and he can be able to construct a building on this property. He needs a County maintained roadway. Right at this point in time he's just looking for the consensus to be a rock road twelve (12) feet wide to match the existing roadway that the County currently maintains there and his engineer or surveyor here on the job would then submit plans for review and approval. At that point you would approve the street plans if this, if you agree with this consensus.

Roger Emmons: Sir, would you state your name for the record please?

Jim Klump: My name is Jim Klump. Jim Klump. K-l-u-m-p.

Roger Emmons: K-l-u-m-p?

Jim Klump: Yes.

Roger Emmons: Thank you, Sir.

Marlin Weisheit: And what's your current address, Jim?

Jim Klump: My address is 201 West 1200 South, Haubstadt.

Marlin Weisheit: Okay.

Jim Klump: The address up there is Sycamore Corner Road.

Marlin Weisheit: Yeah. Anybody have any questions on this request?

Bobby Howard: Was there anything, was there anything else you need to add, or...

Jim Klump: Yeah, Chad had a little question about that, I had an existing culvert in. A nine (9) inch culvert.

Bobby Howard: Yes.

Jim Klump: An inch thick wall, dredge pipe. And he said, "You might want to talk to Bobby about that."

Bobby Howard: We have a minimum of our pipe at twelve (12) inches.

Jim Klump: Twelve (12) inch, you told me that.

Bobby Howard: Yeah, minimum.

Jim Klump: (Inaudible).

Bobby Howard: It's really due to being able to clog up if it's too small.

Jim Klump: Right. Okay, so I, it's no problem. I can change it.

Bobby Howard: Okay.

Marlin Weisheit: Will he need to get a driveway permit for that, Bobby? Or just how...?

Bobby Howard: That's for the road. That's actually for the roadway.

Marlin Weisheit: Okay.

Bobby Howard: So that will be included in the approved plans.

Marlin Weisheit: Okay, okay. I'd entertain a motion, unless anybody has any questions.

Roger Emmons: He said he needed just a consensus.

Bob Johnson: Consensus.

Marlin Weisheit: Oh, consensus.

Bobby Howard: Yeah, just a consensus today.

Bob Johnson: I'm alright with it.

Dan Saylor: I'm alright with it.

Marlin Weisheit: So then you'll go ahead and get some plans to Bobby then.

Jim Klump: Okay.

Bobby Howard: Yeah, they've got some and I'll just get back with Chad on amending, he's supposed to be amending that...

Jim Klump: Right.

Bobby Howard: If they'd approved it at this point. So he'll amend that and get that back in to me and I'll bring it up, back before the Board and then you can proceed.

Jim Klump: On the culvert, twelve (12) inch concrete?

Bobby Howard: It can be any...

Jim Klump: Plastic?

Bobby Howard: Any, yeah, any material. If it's a plastic it needs to be HTPE smooth wall, double, dual wall, double wall.

Jim Klump: Okay. Okay.

Marlin Weisheit: Okay. Good luck with it, Jim.

Jim Klump: Okay, thank you.

Dan Saylor: Thank you.

OAK GROVE ROAD PHASE III
SELECTION OF CONSULTANT FOR CONSTRUCTION ENGINEERING SERVICES

Bobby Howard: And the last item I have is a Federal Aid Project. The Oak Grove Road Phase III. It's due to be let, I believe this November for construction inspection. We have advertised RFP's through INDOT's site. We did receive four (4) letters of interest. American Structurepoint, Lochmueller Group, HWC, and Clark Deitz were the four (4) that submitted letters of interest. Of those four (4) I have scored them and would recommend that we, we can negotiate with American Structurepoint, who's currently doing Phase II of Oak Grove Road.

Marlin Weisheit: Unless anybody's got any questions, I'd entertain a motion to approve.

Dan Saylor: I make a motion to give Bobby the authority to enter into an agreement with American Structurepoint for Phase III, Oak Grove.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

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

Marlin Weisheit: Thank you.

COUNTY PURCHASING
FIRE ALARM INSPECTION BIDS FOR COUNTY BUILDINGS

Marlin Weisheit: County Purchasing.

Joe Grassman: Joe Grassman, Purchasing Manager. The issue that I have this evening involves the fire alarm panel testing and the fire alarm panel monitoring in five (5) locations, five (5) buildings in the County. Five (5) buildings owned by the County. So a while back we got to looking into it and in five (5) locations we were employing four (4) different alarm testing companies, four (4) different alarm monitoring companies in just five (5) locations. So I, I asked the Commissioners if I could get quotes to try to actually narrow it down to one (1) company to do all the alarm testing and all the alarm monitoring. My reason for that is basically I, it tremendously increases the efficiency and accountability of the vendor. And it would be absolutely the most economically way to proceed. So for those reasons I did issue a solicitation for quotes pursuant to Indiana Code 5-22-6, which states simply that we can award, the County can award a service agreement or contract using any procedure that they feel appropriate. In this case, I, after the quotes were received I gave all three (3) Commissioners the copies of those and with the instructions that the quotes will be reviewed and evaluated by the Commissioners using factors such as price, quality of service, vendors qualifications, vendor reputation, and any other factor that the Commissioners may have felt or wished to consider. So having done that, the Commissioners then would be given the task to choose the offer that they felt would be in the best interest and best serve Warrick County. So the quotes went out to three (3) local vendors: Felts Lock, Koorsens Fire and Safety, and Five Star Fire and Safety. And I guess I asked now that the Commissioners wish to recommend any one (1) of

those three (3) vendors to be the alarm, fire alarm panel testing and servicing and monitoring company for Warrick County.

Bob Johnson: Do you have questions or anything?

Marlin Weisheit: I don't have any questions, you guys? I mean they're just asking us to pick one (1) of those three (3).

Joe Grassman: And it's up to you, yes.

Bob Johnson: I make a recommendation that we go with Five Star there where they're local, they're, we know them, they're trustworthy, and I know their service and I think that they're, it's an excellent price.

Marlin Weisheit: I'm fine with that.

Dan Saylor: I'm fine with that.

Marlin Weisheit: So you just need a consensus from us today? Or do you need a motion?

Joe Grassman: I need a motion.

Marlin Weisheit: You need a motion. I'd entertain a motion to, I tell you, I'll make the motion. I'll make the motion that we deal with Five Star for our fire alarm inspection bids for County buildings.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

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

Joe Grassman: Alright, thank you all.

(Five Star County Contract is located on File in the Auditor's Office)

COUNTY SHERIFF
SAM'S CLUB CARD APPROVAL

Marlin Weisheit: Okay, Sheriff Kruse, you're up.

Brett Kruse: Brett Kruse, Warrick County Sheriff. I would like to have a Sam's Club Card for the Sheriff's Office. Cause after I don't know how many years State Board of Accounts has decided that you can no longer reimburse Commissary out of County Tax Funded Line.

Marlin Weisheit: And most of your items come from Sam's, didn't they? For Commissary and Jail items?

Brett Kruse: Right, and, and Commissary we're fine. We can cut a check for the Commissary items.

Marlin Weisheit: Yeah.

Brett Kruse: Or pay the Sam's Card with that. We buy office supplies and things down there also.

Marlin Weisheit: As well, right.

Brett Kruse: And they don't want to reimburse Commissary anymore, so...

Marlin Weisheit: Yeah.

Brett Kruse: Need to get a Sam's Card.

Marlin Weisheit: Okay, I guess we'll make a motion on that. You guys okay with it or have any questions?

Dan Saylor: No.

Bob Johnson: Nope.

Marlin Weisheit: I'd make a motion to allow the Sheriff to obtain a Sam's Card, Credit Card.

Bob Johnson: Second.

Marlin Weisheit: Motion made and seconded. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Brett Kruse: Thank you.

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

REQUEST FOR CREDIT CARD LIMIT TO BE RAISED

Brett Kruse: Also, we were wanting to raise our limit on our regular credit card. I think it's five thousand ($5,000.00) now and raise that to ten ($10,000.00). And that's for the same reason. Because we can't cut checks out of Commissary and get reimbursed.

Marlin Weisheit: Most personal credit cards are even higher than ten ($10,000.00) any more aren't they?

Brett Kruse: I don't know that I need your approval to do that, but I would say I probably do. Cause I think I had to get your approval the first time to get the credit card.

Marlin Weisheit: Okay.

Roger Emmons: I think we pretty well had all of them at five ($5,000.00). If he wants to double that, I don't see a problem with it...

Marlin Weisheit: Yeah.

Roger Emmons: Cause airline tickets and training.

Marlin Weisheit: Sometimes you might have to do a quick transport or something. I know how it is.

Brett Kruse: Right.

Marlin Weisheit: I'd go ahead and make a motion to up his credit card to ten thousand dollars ($10,000.00).

Dan Saylor: Second.

Marlin Weisheit: I've got a motion and a second. All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

UPDATE ON FIRE ALARM PANEL

Brett Kruse: Okay, and then the Fire Alarm Panel, Five Star. Chad called me today. That part was supposed to be in today and it did not arrive but they'll get it installed as soon as they can. And that's the circuit board, the main board in the...

Bob Johnson: (Inaudible).

Marlin Weisheit: Yeah.

Brett Kruse: But I do think we need to look at replacing that. That's, this one (1) is thirty (30) years old.

Marlin Weisheit: Yeah.

Brett Kruse: And we're going to see how this works. He found the part that had a ninety (90) day warranty on it. And it was a couple hundred (100) dollars more expensive but it did have a warranty. The other one (1) did not.

Marlin Weisheit: Yeah. I don't blame you.

Brett Kruse: And these are refurbished, so they're taking, buying old parts, refurbishing them and then installing them.

Marlin Weisheit: Yeah.

Brett Kruse: So what, it may get us by for a while, but I do think that in the future...

Bob Johnson: It's getting harder and harder to find (inaudible).

Brett Kruse: It needs to be, that system needs to be replaced.

Marlin Weisheit: Yeah, and if you need Joe to assist you in that, if you want to take bids. I mean however you guys want to work that out. I'm sure Joe'd be glad to help you if you need him. But I would be getting some bids too. Cause that's a big safety issue.

Brett Kruse: Yeah, it is.

Marlin Weisheit: Everything else out there, we've done a lot of updating but there's still, it's close to a thirty (30) year old facility, I guess. So we're gonna have a couple of items like that that needs replaced.

Brett Kruse: Okay.

Marlin Weisheit: And you are bringing in some revenue, that's good. That helps Council out and that's good. I appreciate that.

Brett Kruse: Okay, thank you.

Marlin Weisheit: Thank you, Sheriff.

Dan Saylor: Thank you, Sheriff.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Okay, Commissioner Johnson, you have anything?

Bob Johnson: No, Sir.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: I do not.

RECOGNITION OF THE STATE CHAMPION TECUMSEH GIRLS SOFTBALL TEAM

Marlin Weisheit: I have two (2) items. Once I want to congratulate the Tecumseh Girls State Champions. They and Coach Gordon Wood. They won their State Champions up at Indy Saturday. And we was able to go to that. That's a great honor here in Warrick County. And...

Bob Johnson: That's their third one (1).

Marlin Weisheit: Yeah, like their third one (1) in like fifteen (15) years. And it was a fun game to watch. I have to say. So we have to congratulate them and just wanted to go on record doing that.

WARRICK COUNTY WAR MEMORIAL RECOGNITION LETTER APPROVAL OF MONUMENT ON COURTHOUSE LAWN

Marlin Weisheit: The Warrick County War Memorial, I've asked my wife to slip in here and read a letter.

Shannon Weisheit: Shannon Weisheit.

Shannon Weisheit read the following into the record:

Around the first of April this year Marlin was contacted by Troy Huffman of The Johnson Foundation. He advised Marlin the Johnson Foundation was looking for a project to do this fiscal year with Boonville Now. They was aware that one of our projects was a Warrick County War Memorial. Troy advised Marlin if he would get a committee together and do it through Boonville Now and place the Memorial on the Courthouse lawn the Foundation would be very interested in funding the majority of this project as long as Boonville Now found a way to provide a portion of funding for the project. Marlin advised Troy he would be happy to chair this and put this together. They talked about who to place on this Committee. Troy and Marlin decided that it needed representation from our local VFW and all four of our American Legion Posts in Warrick County and Boonville Now.

The committee was formed and the first meeting was held on April 12, 2017.
Big thank you to this Committee Members were as follows:
Bob Reynolds Warrick County Veterans Officer
Jim Koutz Former Warrick County Veterans Officer and Past National Commander to the America Legion also member of Boonville VFW and American Legion
Bob Johnson County Commissioner and member of Tennyson Legion
Phil Baxter Warrick County Surveyor, member of Boonville Legion and VFW
Buckie Honaker member of Newburgh Legion
Bob Oeth member of Elberfeld Legion
Bill Tanner, Veteran member Boonville Now
Debi Neil, Boonville Now
~~Myself~~ Marlin Weisheit Warrick County Commissioner and a member of Boonville Now for six years.

After meeting for two months coming up with designs and taking bids Wed June 7th the committee voted to award the bid to our local Monument Company Jamison Monuments who had the lowest bid for the Memorial. With a goal of having this completed by Veterans Day this Nov 11, 2017.

Marlin personally wants to say thank you to Boonville Now and The Johnson Foundation who made this possible. The Johnson Foundation was set up by Richard and Louise Johnson who owned and operated The Warrick Newspaper. Also the foresight they had to leave a legacy that would help create many things of this nature for years to come here in Warrick County and placing the right people to manage this Foundation for the future. The Johnson Foundation Officers are Troy Huffman, Ken Schaaf, and Mr. Tony Aylsworth.

This Memorial will go on the ~~NW~~ NE corner lawn of the Courthouse. Anyone wanting to see any details and layout feel free to get with Marlin or any of the Committee members this is something that we have needed to do for many years and something we can all be very proud of. Hopefully we will never have to add another name to this memorial. However there will be space if needed. This should always remind us that freedom is not free.

Bob Johnson: Thank you.

Dan Saylor: Thank you.

Marlin Weisheit: Does anybody have anything else? I just thought we needed something in the minutes to show the approval of this going on the Courthouse lawn. Go ahead.

Roger Emmons: I thought...is it not going to be on the northeast?

Marlin Weisheit: Yes, it is going to be on the northeast. I had a typo. I did type that.

Roger Emmons: Okay.

Marlin Weisheit: Thanks for that correction.

Roger Emmons: And thank you, Shannon.

Marlin Weisheit: Yeah. Unless anybody's got anything else, I'd entertain another motion.

Dan Saylor: I make a motion to, for the Warrick County War Memorial to be located on the Courthouse lawn.

Bob Johnson: I second.

Marlin Weisheit: All in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Dan Saylor: Thank you.

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

Bob Johnson: I make a motion to adjourn.

Dan Saylor: Second.

Marlin Weisheit: Motion and second to adjourn. All in favor say, aye.

Dan Saylor: Aye.

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

ADJOURNMENT: Meeting adjourned at 5:10 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

AMENDED RESOLUTION NO. 2017-12

A RESOLUTION APPROVING ASSIGNMENT OF WARRICK COUNTY TAX SALE CERTIFICATES HELD BY THE WARRICK COUNTY COMMISSIONERS

WHEREAS, the Board of Commissioners of Warrick County (the "Commissioners") have acquired liens and received tax sale certificates on certain parcels of real estate in Warrick County pursuant to Indiana Code 6-1.1-24-6;

WHEREAS, the Commissioners and Boonville Now, Inc. have identified certain parcels upon which the Commissioners have acquired liens to be potentially appropriate to seek eligibility in the Blight Elimination Program (the "BEP") administered by the Indiana Housing and Community Development authority (the "Assignment Parcels");

WHEREAS, Boonville Now, Inc., a non-profit corporation with its offices and principal place of business in Boonville, Warrick County, Indiana, is willing to investigate the Assignment Parcels for eligibility in the BEP and to identify which of the Assignment Parcels are eligible for and should be submitted to the BEP; and

WHEREAS, the parties understand and acknowledge that Boonville Now, Inc., may not select all Assignment Parcels to the BEP; and

WHEREAS, the agreement by Boonville Now, Inc., to investigate and submit the Assignment Parcels to the BEP is further provided for in that certain Reimbursement Agreement entered into on or about April 20, 2017, by and between Boonville Now, Inc., and Warrick County and its Department of Economic Development (the "Reimbursement Agreement"); and

WHEREAS; the Commissioners have compiled a list of Assignment Parcels which is attached hereto as "Exhibit A";

WHEREAS, the Commissioners are authorized pursuant to Indiana Code 6-1.1-24-6.7 and Indiana Code 6-1.1-24-17 to transfer the tax sale certificates to nonprofit entities;

WHEREAS, Boonville Now, Inc., is willing to accept transfer to the lien certificates and accept the responsibility to follow the statutory requirements to obtain title to said properties at the sole cost and expense of Boonville Now, Inc., subject however to the reimbursement terms found in the Reimbursement Agreement;

WHEREAS, notice was published and a public hearing was held to discuss and hear any opposition to the transfer of certain lien certificates to Boonville Now, Inc., all pursuant to I.C. §6-1.1-24-17, and notice was issued to those municipalities as required pursuant to I.C. §6-1.1-24-6.2.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WARRICK COUNTY:

That the tax sale certificates for the properties identified on attached "Exhibit A" are hereby transferred from the Board of Commissioners of Warrick County to Boonville Now, Inc., a nonprofit entity, and Boonville Now, Inc. shall proceed according to the terms of the Reimbursement Agreement and to any statutory requirements to obtain title to said properties at the sole cost and expense of Boonville Now, Inc., but subject to the terms of the Reimbursement Agreement.

PASSED AND ADOPTED by the Warrick County Board of Commissioners this 12th day of June, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Saylor, Vice President

Robert H. Johnson, Jr., Member

ATTEST:

Deborah K. Stevens, Auditor
Warrick County, Indiana

APPROVED AS TO LEGAL FORM:

Todd I. Glass, Esq. #13982-18
FINE & HATFIELD, A Professional Corporation
520 N.W. Second Street, P.O. Box 779
Evansville, Indiana 47705-0779
Telephone: (812) 425-3592
Warrick County Attorney

EXHIBIT A

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 CURE LTAL	712 POPLAR ST, BOONVILLE	BOON	NON HMSTD IMPROVEMENT
2	87-13-24-100-026.000-002	871600054	WILLIAM O & LINDA G HARRIS	3211 PELZER RD, BOONVILLE	BOON	HMSTD IMPROV & NON RES IMPROV
3	87-13-24-100-030.000-002	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	87-09-25-300-039.000-003	871600076	JULIANS MOBILE HOME COURT INC	CHARLTON AVE, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
8	87-09-26-200-669.000-003	871600885	THOMAS S & CARRIE SIMPSON	E NORTH ST, BOONVILLE	BOONVILLE	NON RESIDENTIAL IMPROVEMENT
9	87-09-26-304-217.000-003	871600896	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 DKES	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 YILLD FUND LLC	513 N THIRD ST, BOONVILLE	BOONVILLE	HMSTD IMPROVEMENT
17	87-09-35-100-033.000-004	871600125	RONALD EVANS	419 S THIRD ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROV & NON RES IMPROV
18	87-09-35-102-401.000-004	871600126	TROY & TRACY SMITH	811 S THIRD ST, BOONVILLE	BOONVILLE	NON HMSTD IMPROVEMENT
19	87-08-34-301-006.000-006	871600159	JOSEPH E & MELISSA J HENDERSON	8799 W HOM RD, CHANDLER	CAMPBELL	NON HMSTD IMPROV & NON RES IMPROV
20	87-06-14-201-134.000-015	871600217	MICHAEL E MURPHY	88ACKBIDGE LANE, BOONVILLE	OWEN	NON RESIDENTIAL IMPROVEMENT
21	87-08-03-136-804.000-016	871600237	TOM MULLEN & GINA SMITH	12733 N YELLOWBANKS TRAIL, LOT 93, DALE	PIGEON	NON HMSTD IMPROVEMENT
22	87-11-18-302-018.000-018	871600255	ROY STEPHENS	113 W OAK ST, TENNYSON	TENNYSON	HMSTD IMPROVMENT & NON RES IMPROV
23	87-06-13-659-811.000-020	871600332	JEFF ELLIOTT	514 W WASHINGTON, CHANDLER	CHANDLER	NON HOMESTEAD IMPROV & NON RES IMPROV
24	87-09-26-200-688.000-003	871600998	SIMPSON, CARRIE ANN & THOMAS SCOTT	1103 N THIRD ST, BOONVILLE	BOONVILLE CITY	NON HOMESTEAD IMPROVEMENT

County Commissioners Ordnance No. 2017-14

Ordinance to Vacate (3) Drainage Easements, (2) Public Utility Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement, and (3) Drainage and Underground Public Utility Easements all located within the Orchard View Condominiums-P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana.

Whereas, a sworn Petition was presented to the Board of Commissioners of Warrick County, Indiana requesting that the (3) Drainage Easements, (2) Public Utility Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement, and (3) Drainage and Underground Public Utility Easements all located on the real estate commonly known as:

Part of Orchard View Condominiums- P.U.D. Section 1

which is described:

Drainage Easement Vacation Description

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 21.39 feet to the North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the 10 foot Drainage Easement to be Vacated; thence along said North line, South 89 Degrees 23 Minutes 28 Seconds West 189.86 feet to the Northeast corner of said Easement; thence South 00 degrees 36 minutes 32 seconds West 10.00 feet to the Southeast corner of said Easement; thence along the South line of said Easement, North 89 degrees 23 minutes 28 seconds West 189.77 feet to the said East line of Section 1C; thence along said East line, North 00 degrees 06 minutes 08 seconds East 10.00 feet to the point of beginning, containing 1,898 sq. ft. or 0.04 acres more or less.

Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 178.06 feet to the extended North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the 10 foot Drainage Easement to be Vacated; thence along said extended North line and said North line, South 89 Degrees 56 Minutes 48 Seconds East 80.58 feet to the East Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and being a non-tangent curve to the left, having a central angle of 15 Degrees 12 Minutes 09 Seconds, a radius of 50.00 feet, from which the chord bears South 40 Degrees 56 Minutes 39 Seconds West 13.23 feet; thence along the arc of said Right-of-Way and curve 13.27 feet to the South line of the 10 foot Drainage Easement to be Vacated; thence along said South line, North 89 Degrees 56 Minutes 48 Seconds West 172.30 feet to said East line of Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 10.00 feet to the point of beginning, containing 1,762 sq. ft. 0.04 acres more or less.

Description #3

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence South 26 degrees 20 minutes 25 seconds West 350.21 feet to the South line of a Lakeside Maintenance & Storm Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the Drainage Easements to be Vacated; thence along said South line and East line of said Lakeside Maintenance & Storm Drainage Easement, North 78 degrees 37 Minutes 23 Seconds East 1.86 feet; thence North 27 Degrees 52 Minutes 48 Seconds East 5.75 feet to the South line of a 10 foot Drainage and Underground Public Utility Easement as dedicated in said Section 1; thence along said South line, South 63 Degrees 39 Minutes 35 Seconds East 5.37 feet to the East line of a 7 foot Offsite Drainage Easement as dedicated in Engelbrecht Place Section 2-Phase I and recorded in Document Number 2005R-005507 in the Office of said Recorder; thence along said East line, South 26 Degrees 20 Minutes 25 Seconds West 90.93 feet to the East line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said East line, South 00 Degrees 06 Minutes 00 Seconds West 71.94 feet; thence South 27 degrees 39 minutes 30 seconds West 99.87 feet to the Northeast line of Orchard View Townhouses P.U.D. Section 1D Phase II as recorded in Document Number 2016R-010706 in the Office of said Recorder; thence along said Northeast line, North 63 degrees 39 minutes 35 seconds West 10.00 feet to the West line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said West line North 27 degrees 39 minutes 30 seconds East 97.64 feet; thence North 00 degrees 00 minutes 00 West 49.28 feet to the said East line of said 7 foot Offsite Drainage Easement; thence along said East line, South 26 Degrees 20 Minutes 25 Seconds West 22.77 feet to the Northeast line of Lot 13 (Now Vacated) as dedicated in said Engelbrecht Place Section 2-Phase 1; thence along said Northeast line, North 63 Degrees 39 Minutes 35 Seconds West 7.00 feet to the East line of said Section 1C; thence along the East line of said Section 1C, North 26 degrees 20 minutes 25 seconds East 129.35 feet to the point of beginning, containing 2,538 sq. ft. or 0.06 acres more or less.

Public Utility Easement Vacation Description

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the East line of said Section 1, South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1, thence continue along said East line, South 00 degrees 06 minutes 04 seconds West 140.87 feet to the North line of a Public Utility Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of a Public Utility Easement to be Vacated; thence continue along said East line, South 00 Degrees 06 Minutes 04 Seconds West 10.00 feet to the beginning of a non-tangent curve to the left, having a central angle of 58 Degrees 26 Minutes 10 Seconds, a radius of 50.00 feet, from which the chord bears South 60 Degrees 53 Minutes 55 Seconds West 48.81 feet; thence along the arc of said curve 51.00 feet to the West Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and the beginning of a non-tangent curve to the left, having a central angle of 39 Degrees 30 Minutes 36 Seconds, a radius of 50.00 feet, from which the chord bears South 30 Degrees 57 Minutes 41 Seconds West 33.80 feet; thence along said Right-of-Way and the arc of said curve 34.48 feet to the beginning of a non-tangent curve to the right, having a central angle of 92 Degrees 43 Minutes 00 Seconds, a radius of 60.00 feet, from which the chord bears North 43 Degrees 45 Minutes 21 Seconds East 86.84 feet; thence along the arc of said curve 97.09 feet to the point of beginning containing 726 sq. ft. or 0.02 acres more or less.

Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence South 26 degrees 20 minutes 25 seconds West 598.56 feet to the North corner of Orchard View Townhouses P.U.D. Section 1D Phase II as recorded in Document Number 2016R-010706; thence along the Northeast line of said Section 1D Phase II, South 63 degrees 39 minutes 35 seconds East 185.00 feet to Northwest line of a 10 foot Public Utility Easement as dedicated in Engelbrecht Place Section 2—Phase 2 as recorded in Document Number 2006R-007043 in the Office of said Recorder and the Point of Beginning of the 10 foot Public Utility Easement to be Vacated; thence along said 10 foot Public Utility Easement to be Vacated, North 26 Degrees 20 Minutes 25 Seconds East 119.00 feet to the Northeast line of Lot 13 (Now Vacated) of said Phase 2 and the 10 foot Public Utility Easement to be Vacated as dedicated in said Section 1; thence along said 10 foot Public Utility Easement to be Vacated, North 26 Degrees 20 Minutes 25 Seconds East 473.72 feet to the beginning of a tangent curve to the left, having a central angle of 11 Degrees 36 Minutes 23 Seconds, a radius of 210.00 feet, from which the chord bears North 20 Degrees 32 Minutes 13 Seconds East 42.47 feet; thence along the arc of said curve 42.54 feet to the beginning of a tangent curve to the left, having a central angle of 09 Degrees 10 Minutes 31 Seconds, a radius of 25.00 feet, from which the chord bears North 10 Degrees 08 Minutes 46 Seconds East 4.00 feet; thence along the arc of said curve 4.00 feet to the West Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and the beginning of a non-tangent curve to the right, having a central angle of 37 Degrees 22 Minutes 12 Seconds, a radius of 35.00 feet, from which the chord bears South 10 Degrees 54 Minutes 38 Seconds East 22.45 feet, thence along the Right-of-Way and the arc of said curve 22.86 feet to the beginning of a non-tangent curve to the right, having a central angle of 07 Degrees 22 Minutes 05 Seconds, a radius of 220.00 feet, from which the chord bears South 22 Degrees 39 Minutes 23 Seconds West 28.27 feet;

thence along said Right-of-Way and the arc of said curve 28.29 feet; thence South 26 Degrees 20 Minutes 25 Seconds West 473.72 feet to the Northeast Line of said Lot 13; thence South 26 Degrees 20 Minutes 25 Seconds West 119.00 feet to the East corner of said Orchard View Townhouses P.U.D. Section 1D Phase II; thence along the Northeast line of said Phase II, North 63 Degrees 39 Minutes 35 Seconds West 10.00 feet to the point of beginning, containing 6,324 sq. ft. or 0.15 acres more or less.

Lakeside Maintenance and Storm Drainage Easement Vacation Description

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 188.06 feet to the extended South line of a 10-foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of Lakeside Maintenance and Storm Drain Easement to be Vacated; thence along said extended South line, South 89 Degrees 56 Minutes 48 Seconds East 5.96 feet to the Northeast corner of said Easement to be Vacated; thence along the Southeast lines of said Easement the next 6 calls:
1) South 11 Degrees 25 Minutes 28 Seconds West 43.10 feet; thence
2) South 29 Degrees 41 Minutes 54 Seconds West 121.30 feet to the North line of a 10 foot Drainage and Underground Public Utility Easement as dedicated in said Section 1; thence
3) South 23 Degrees 57 Minutes 08 Seconds West 10.02 feet to the South line of said 10 foot Drainage and Underground Public Utility Easement; thence
4) South 25 Degrees 56 Minutes 38 Seconds West 181.71 feet to the North line of a 10 foot Drainage and Underground Public Utility Easement as dedicated in said Section 1, thence
5) South 27 Degrees 53 Minutes 39 Seconds West 10.00 feet to the South line of said 10 foot Drainage and Underground Public Utility Easement; thence
6) South 27 Degrees 52 Minutes 48 Seconds West 5.75 feet to the Southeast corner of said Easement to be Vacated; thence South 78 Degrees 37 Minutes 23 Seconds West 1.86 feet to the Southeast line of said Section 1C; thence along said Southeast line, North 26 Degrees 20 Minutes 25 Seconds East 350.21 feet to the East line of said Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 20.61 feet to the point of beginning, containing 895 sq. ft. or 0.02 acres more or less.

Drainage and Underground Public Utility Easement Vacation Description

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 21.39 feet to the North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of a Drainage and Underground Utility Easement to be Vacated, thence along said North line, South 89 Degrees 23 Minutes 28 Seconds East 5.22 feet to the extended East line of said Easement to be Vacated; thence along said extended East line and the East line of said Easement to be Vacated, South 00 Degrees 06 Minutes 42 Seconds West 166.62 feet to the extended South line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said extended South line, North 89 Degrees 56 Minutes 48 Seconds West 5.20 feet to the East line of said Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 166.67 feet to the point of beginning, containing 868 sq. ft. or 0.02 acres more or less.

Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C the next two calls:
1) South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence
2) South 26 degrees 20 minutes 25 seconds West 141.61 feet to the extended Northeast line of a 10 foot Drainage and Underground Public Utility Easement to be Vacated and being the Point of Beginning; thence along said extended Northeast line and the Northeast line of said Easement to be Vacated, South 63 Degrees 39 Minutes 35 Seconds East 167.00 feet; thence along the North line of said Easement to be Vacated, South 86 Degrees 33 Minutes 47 Seconds East 19.55 feet to the Northeast corner of said Easement and being a point on the Northwest line of a 10 foot Public Utility Easement; thence along said 10 foot Public Utility Easement, South 26 Degrees 20 Minutes 25 Seconds West 10.86 feet to the Southeast corner of said 10 foot Drainage and Underground Public Utility Easement to be Vacated; thence along the South line of said Easement to be Vacated, North 86 Degrees 33 Minutes 47 Seconds West 17.36 feet; thence along the Southwest line of said Easement to be Vacated and the extended Southwest line of said Easement to be Vacated, North 63 Degrees 39 Minutes 35 Seconds West 169.02 feet to the East line of said Section 1C; thence along said East line, North 26 Degrees 20 Minutes 25 Seconds East 10.00 feet to the point of beginning, containing 1,866 sq. ft. or 0.04 acres more or less.

Description #3

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C the next two calls:
1) South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence
2) South 26 degrees 20 minutes 25 seconds West 333.32 feet to the extended Northeast line of a 10 foot Drainage and Underground Public Utility Easement to be Vacated and being the Point of Beginning; thence along said extended Northeast line and the Northeast line of said Easement to be Vacated, South 63 Degrees 39 Minutes 35 Seconds East 142.71 feet; thence along the North line of said Easement to be Vacated, North 87 Degrees 05 Minutes 22 Seconds East 48.49 feet to the Northeast corner of said Easement and being a point on the Northwest line of a 10 foot Public Utility Easement; thence along said 10 foot Public Utility Easement, South 26 Degrees 20 Minutes 25 Seconds West 11.46 feet to the Southeast corner of said 10 foot Drainage and Underground Public Utility Easement to be Vacated; thence along the South line of said Easement, South 87 Degrees 05 Minutes 22 Seconds West 45.50 feet; thence along the Southwest line of said Easement to be Vacated and the extended Southwest line of said Easement to be Vacated, North 63 Degrees 39 Minutes 35 Seconds West 145.32 feet to the East line of said Section 1C; thence along said East line, North 26 Degrees 20 Minutes 25 Seconds East 10.00 feet to the point of beginning, containing 1,910 sq. ft. or 0.04 acres more or less.

Whereas, after proper notice a public hearing was held by the Board of Commissioners of Warrick County, Indiana where all interested persons were permitted to address the Board of Commissioners of Warrick County, Indiana concerning said vacation.

Section 1:
The Board of Commissioners of Warrick County, Indiana, after due consideration has determined that the (3) Drainage Easements, (2) Public Utility Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement, and (3) Drainage and Underground Public Utility Easements located on the real estate commonly known as:

Part of Orchard View Condominiums- P.U.D. Section 1

which is described above and on the attached Exhibits "B, D, F and H" and shown on the attached Exhibit "A, C, E and G" is no longer required for public use and the public interest will be served by its vacation.

Section 2:
The Board of Commissioners of Warrick County, Indiana, does hereby vacate the (3) Drainage Easements, (2) Public Utility Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement, and (3) Drainage and Underground Public Utility Easements all located on the real estate commonly known as:

Part of Orchard View Condominiums- P.U.D. Section 1

which is described above and on the attached Exhibits "B, D, F and H" and shown on the attached Exhibit "A, C, E and G" is no longer required for public use and the public interest will be served by its vacation.

Section 3:
The (3) Drainage Easements, (2) Public Utility Easements, a Portion of a Lakeside Maintenance and Storm Drainage Easement, and (3) Drainage and Underground Public Utility Easements all located within the Orchard View Condominiums-P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of

Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana.

Section 4:
This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of Warrick County, Indiana.

Final passage by the Board of Commissioners of Warrick County, Indiana this 12 day of June, 2017.

BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

Marlin Weisheit

Dan Saylor

Bob Johnson

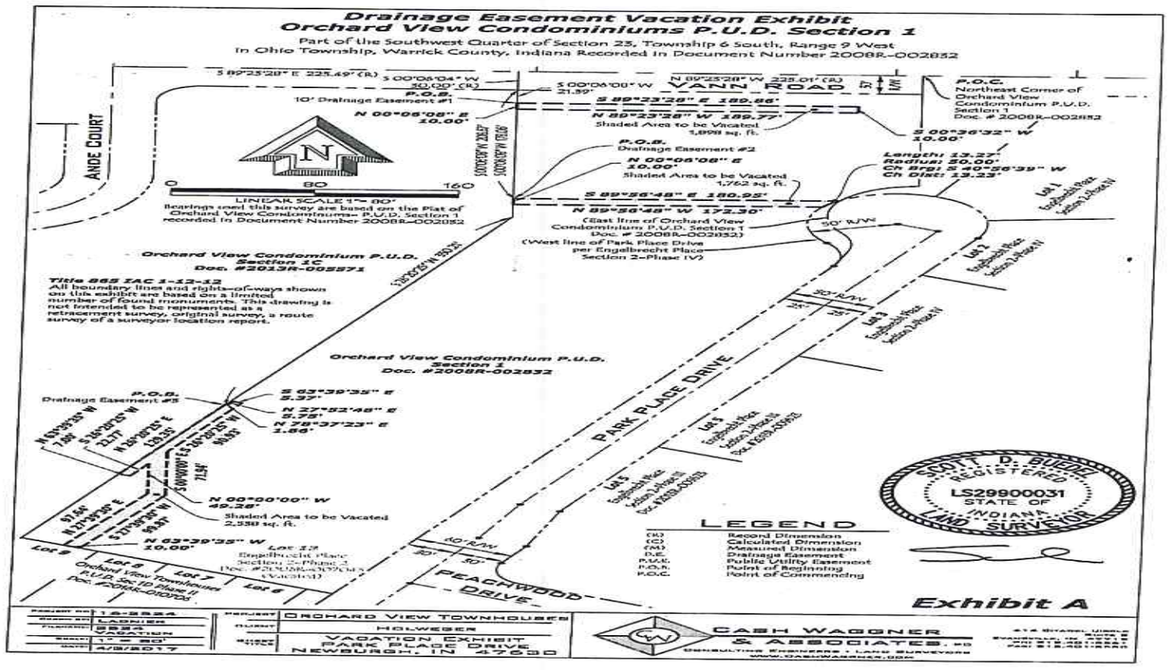
ATTEST:

Deborah K. Stevens
Warrick County Auditor

This instrument prepared by Scott Buedel, Cash Waggner and Associates, PC, 414 Citadel Circle, Suite B, Evansville, IN 47715, Phone 812-401-5561

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Scott D. Buedel



Drainage Easement Vacation Description Exhibit B

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 36 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 21.39 feet to the North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the 10 foot Drainage Easement to be Vacated; thence along said North line, South 89 Degrees 23 Minutes 28 Seconds East 189.86 feet to the Northeast corner of said Easement; thence South 00 degrees 36 minutes 32 seconds West 10.00 feet to the Southeast corner of said Easement; thence along the South line of said Easement, North 89 degrees 23 minutes 28 seconds West 189.77 feet to the said East line of Section 1C; thence along said East line, North 00 degrees 06 minutes 08 seconds East 10.00 feet to the point of beginning, containing 1,898 sq. ft. or 0.04 acres more or less.

Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

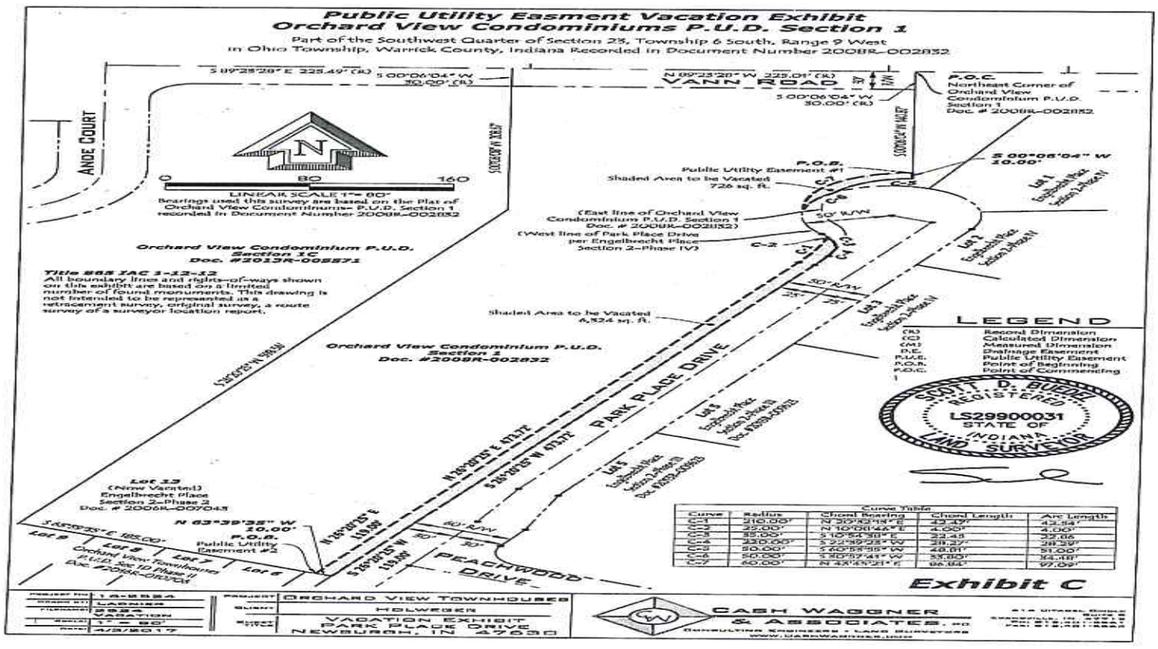
Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 178.06 feet to the extended North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the 10 foot Drainage Easement to be Vacated; thence along said extended North line and said North line, South 89 Degrees 56 Minutes 48 Seconds East 180.95 feet to the East Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and being a non-tangent curve to the left, having a central angle of 15 Degrees 12 Minutes 09 Seconds, a radius of 50.00 feet, from which the chord bears South 40 Degrees 56 Minutes 39 Seconds West 13.23 feet; thence along the arc of said Right-of-Way and curve 13.27 feet to the South line of the 10 foot Drainage Easement to be Vacated; thence along said South line, North 89 Degrees 56 Minutes 48 Seconds West 172.30 feet to said East line of Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 10.00 feet to the point of beginning, containing 1,762 sq. ft. 0.04 acres more or less.

Description #3

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence South 26 degrees 20 minutes 25 seconds West 350.21 feet to the South line of a Lakeside Maintenance & Storm Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the Drainage Easement to be Vacated; thence along said South line and East line of said Lakeside Maintenance & Storm Drainage Easement, North 78 Degrees 37 Minutes 23 Seconds East 1.86 feet; thence North 27 Degrees 52 Minutes 48 Seconds East 5.75 feet to the South line of a 10 foot Drainage and Underground Public Utility Easement as dedicated in said Section 1; thence along said South line, South 63 Degrees 39 Minutes 35 Seconds East 5.37 feet to the East line of a 7 foot Offsite Drainage Easement as dedicated in Engelbrecht Place Section 2-Phase 1 and recorded in Document Number 2005R-005507 in the Office of said Recorder; thence along said East line, South 26 Degrees 20 Minutes 25 Seconds West 90.93 feet to the East line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said East line, South 00 Degrees 00 Minutes 00 Seconds West 71.94 feet; thence South 27 degrees 39 minutes 30 seconds West 99.87 feet to the Northeast line of Orchard View Townhouses P.U.D. Section 1D Phase II as recorded in Document Number 2016R-010706 in the Office of said Recorder; thence along said Northeast line, North 63 degrees 39 minutes 35 seconds West 10.00 feet to the West line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said West line North 27 degrees 39 minutes 30 seconds East 97.64 feet; thence North 00 degrees 00 minutes 00 West 49.28 feet to the said East line of said 7 foot Offsite Drainage Easement; thence along said East line, South 26 Degrees 20 Minutes 25 Seconds West 22.77 feet to the Northeast line of Lot 13 (Now Vacated) as dedicated in said Engelbrecht Place Section 2-Phase 1; thence along said Northeast line, North 63 Degrees 39 Minutes 35 Seconds West 7.00 feet to the East line of said Section 1C; thence along the East line of said Section 1C, North 26 degrees 20 minutes 25 seconds East 129.35 feet to the point of beginning, containing 2,538 sq. ft. or 0.06 acres more or less.

Scott D. Buedel, PLS



Public Utility Easement
Vacation Description
Exhibit D

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the East line of said Section 1, South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1, thence continue along said East line, South 00 degrees 06 minutes 04 seconds West 140.87 feet to the North line of a Public Utility Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of a Public Utility Easement to be Vacated; thence continue along said East line, South 00 Degrees 06 Minutes 04 Seconds West 10.00 feet to the beginning of a non-tangent curve to the left, having a central angle of 58 Degrees 26 Minutes 10 Seconds, a radius of 50.00 feet, from which the chord bears South 60 Degrees 53 Minutes 55 Seconds West 48.81 feet; thence along the arc of said curve 51.00 feet to the West Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and the beginning of a non-tangent curve to the left, having a central angle of 39 Degrees 30 Minutes 36 Seconds, a radius of 50.00 feet, from which the chord bears South 30 Degrees 57 Minutes 41 Seconds West 33.80 feet; thence along said Right-of-Way and the arc of said curve 34.48 feet to the beginning of a non-tangent curve to the right, having a central angle of 92 Degrees 43 Minutes 00 Seconds, a radius of 60.00 feet, from which the chord bears North 43 Degrees 45 Minutes 21 Seconds East 86.84 feet; thence along the arc of said curve 97.09 feet to the point of beginning containing 726 sq. ft. or 0.02 acres more or less.

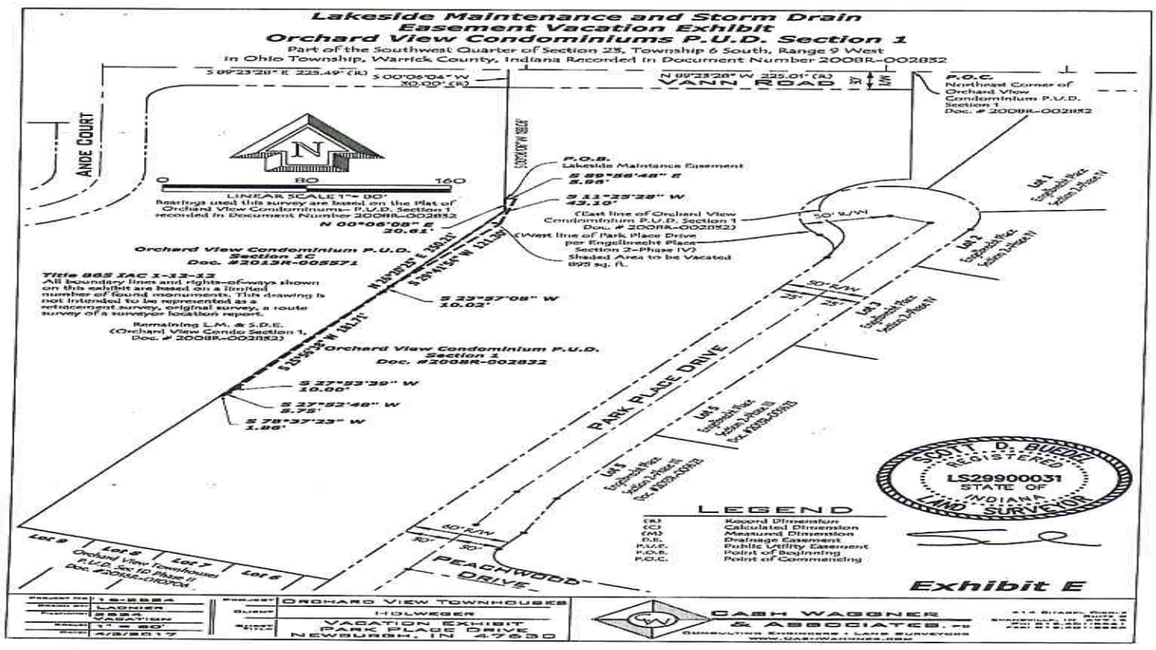
Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann

Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence South 26 degrees 20 minutes 25 seconds West 598.56 feet to the North corner of Orchard View Townhouses P.U.D. Section 1D Phase II as recorded in Document Number 2016R-010706; thence along the Northeast line of said Section 1D Phase II, South 63 degrees 39 minutes 35 seconds East 185.00 feet to Northwest line of a 10 foot Public Utility Easement as dedicated in Engelbrecht Place Section 2—Phase 2 as recorded in Document Number 2006R-007043 in the Office of said Recorder and the Point of Beginning of the 10 foot Public Utility Easement to be Vacated; thence along said 10 foot Public Utility Easement to be Vacated, North 26 Degrees 20 Minutes 25 Seconds East 119.00 feet to the Northeast line of Lot 13 (Now Vacated) of said Phase 2 and the 10 foot Public Utility Easement to be Vacated as dedicated in said Section 1; thence along said 10 foot Public Utility Easement to be Vacated, North 26 Degrees 20 Minutes 25 Seconds East 473.72 feet to the beginning of a curve to the left, having a central angle of 11 Degrees 36 Minutes 23 Seconds, a radius of 210.00 feet, from which the chord bears North 20 Degrees 32 Minutes 13 Seconds East 42.47 feet; thence along the arc of said curve 42.54 feet to the beginning of a tangent curve to the left, having a central angle of 09 Degrees 10 Minutes 31 Seconds, a radius of 25.00 feet, from which the chord bears North 10 Degrees 08 Minutes 46 Seconds East 4.00 feet; thence along the arc of said curve 4.00 feet to the West Right-of-Way of Park Place Drive as dedicated in Engelbrecht Place Section 2-Phase IV and the beginning of a non-tangent curve to the right, having a central angle of 37 Degrees 25 Minutes 12 Seconds, a radius of 35.00 feet, from which the chord bears South 10 Degrees 54 Minutes 38 Seconds East 22.45 feet, thence along the Right-of-Way and the arc of said curve 22.86 feet to the beginning of a non-tangent curve to the right, having a central angle of 07 Degrees 22 Minutes 05 Seconds, a radius of 220.00 feet, from which the chord bears South 22 Degrees 39 Minutes 23 Seconds West 28.27 feet; thence along said Right-of-Way and the arc of said curve 28.29 feet; thence South 26 Degrees 25 Seconds West 473.72 feet to the Northeast Line of said Lot 13; thence South 26 Degrees 20 Minutes 25 Seconds West 119.00 feet to the East corner of said Orchard View Townhouses P.U.D. Section 1D Phase II; thence along the Northeast line of said Phase II, North 63 Degrees 39 Minutes 35 Seconds West 10.00 feet to the point of beginning, containing 6,324 sq. ft. or 0.15 acres more or less.

Scott D. Buedel, PLS

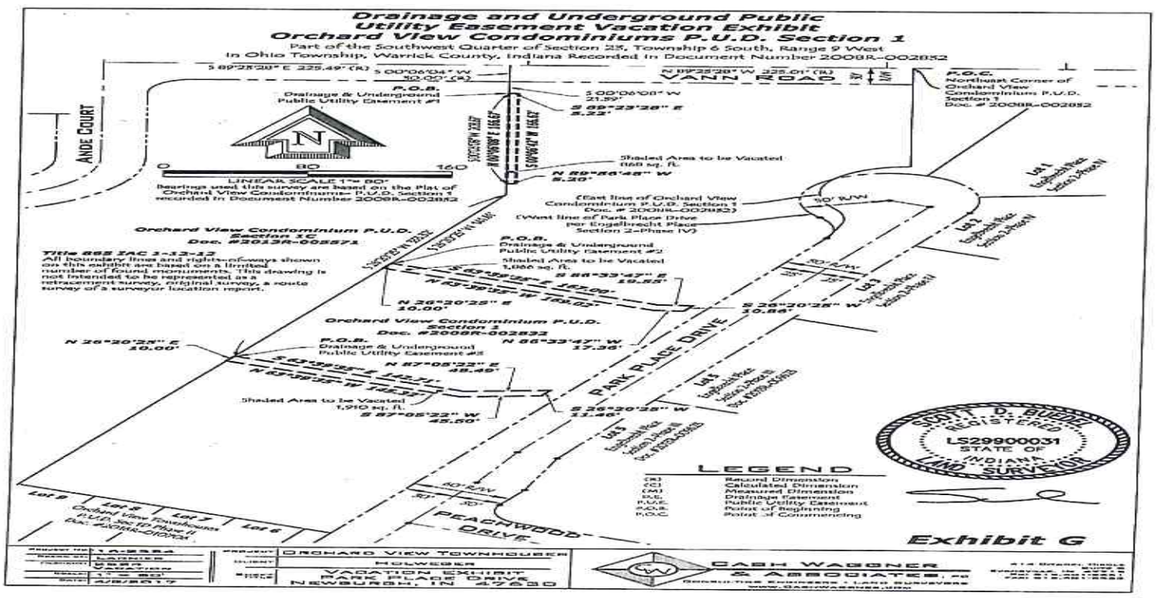


Lakeside Maintenance and Storm Drainage Easement
Vacation Description
Exhibit F

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 188.06 feet to the extended South line of a 10-foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of Lakeside Maintenance and Storm Drain Easement to be Vacated; thence along said extended South line, South 89 Degrees 56 Minutes 48 Seconds East 5.96 feet to the Northeast corner of said Easement to be Vacated; thence along the Southeast lines of said Easement the next 6 calls:
1) South 11 Degrees 25 Minutes 28 Seconds West 43.10 feet; thence
2) South 29 Degrees 41 Minutes 54 Seconds West 121.30 feet to the North line of a 10 foot Drainage and Underground Public Utility Easement in said Section 1; thence
3) South 23 Degrees 57 Minutes 08 Seconds West 10.02 feet to the South line of said 10 foot Drainage and Underground Public Utility Easement; thence
4) South 25 Degrees 56 Minutes 38 Seconds West 181.71 feet to the North line of a 10 foot Drainage and Underground Public Utility Easement as dedicated in said Section 1. thence
5) South 27 Degrees 53 Minutes 39 Seconds West 10.00 feet to the South line of said 10 foot Drainage and Underground Public Utility Easement; thence
6) South 27 Degrees 52 Minutes 48 Seconds West 5.75 feet to the Southeast corner of said Easement to be Vacated; thence South 78 Degrees 37 Minutes 23 Seconds West 1.86 feet to the Southeast line of said Section 1C; thence along said Southeast line, North 26 Degrees 20 Minutes 25 Seconds East 350.21 feet to the East Line of said Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 20.61 feet to the point of beginning, containing 895 sq. ft. or 0.02 acres more or less.

Scott D. Buedel, PLS



Drainage and Underground Public Utility Easement
Vacation Description
Exhibit H

Description #1

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C, South 00 degrees 06 minutes 08 seconds West 21.39 feet to the North line of a 10 foot Drainage Easement as dedicated in said Section 1 and being the Point of Beginning of the portion of a Drainage and Underground Utility Easement to be Vacated, thence along said North line, South 89 Degrees 23 Minutes 28 Seconds East 5.22 feet to the extended East line of said Easement to be Vacated; thence along said extended East line and the East line of said Easement to be Vacated, South 00 Degrees 06 Minutes 42 Seconds West 166.62 feet to the extended South line of a 10 foot Drainage Easement as dedicated in said Section 1; thence along said extended South line, North 89 Degrees 56 Minutes 48 Seconds West 5.20 feet to the East line of said Section 1C; thence along said East line, North 00 Degrees 06 Minutes 08 Seconds East 166.67 feet to the point of beginning, containing 868 sq. ft. or 0.02 acres more or less.

Description #2

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C the next two calls:
1) South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence
2) South 26 degrees 20 minutes 25 seconds West 141.61 feet to the extended Northeast line of a 10 foot Drainage and Underground Public Utility Easement to be Vacated and being the Point of Beginning; thence along said extended Northeast line and the Northeast line of said Easement to be Vacated, South 63 Degrees 39 Minutes 35 Seconds East 167.00 feet; thence along the North line of said Easement to be Vacated, South 86 Degrees 33 Minutes 47 Seconds East 19.55 feet to the Northeast corner of said Easement and being a point on the Northwest line of a 10 foot Public Utility Easement; thence along said 10 foot Public Utility Easement, South 26 Degrees 20 Minutes 25 Seconds West 10.86 feet to the Southeast corner of said 10 foot Drainage and Underground Public Utility Easement to be Vacated; thence along the South line of said Easement to be Vacated, North 86 Degrees 33 Minutes 47 Seconds West 17.36 feet; thence along the Southwest line of said Easement to be Vacated and the extended Southwest line of said Easement to be Vacated, North 63 Degrees 39 Minutes 35 Seconds West 169.02 feet to the East line of said Section 1C; thence along said East line, North 26 Degrees 20 Minutes 25 Seconds East 10.00 feet to the point of beginning, containing 1,866 sq. ft. or 0.04 acres more or less.

Description #3

Part of Orchard View Condominiums- P.U.D. Section 1 which is recorded in Document Number 2008R-002832 in the Office of the Recorder of Warrick County, Indiana and being part of the Southwest Quarter of Section 23, Township 6 South, Range 9 West in Ohio Township, Warrick County, Indiana described as follows:

Commencing at the Northeast corner of said Orchard View Condominiums- P.U.D. Section 1; thence along the North line of said Section 1, North 89 degrees 23 minutes 28 seconds West 225.01 feet to the Northwest Corner of said Section 1; thence South 00 Degrees 06 Minutes 04 Seconds West 30.00 feet to the South Right-of-Way of Vann Road as dedicated in said Section 1 and the Northeast corner of Orchard View Condominiums P.U.D. Section 1C as recorded in Document Number 2013R-005571 in the Office of said Recorder; thence along the East line of said Section 1C the next two calls:
1) South 00 degrees 06 minutes 08 seconds West 208.67 feet; thence
2) South 26 degrees 20 minutes 25 seconds West 333.32 feet to the extended Northeast line of a 10 foot Drainage and Underground Public Utility Easement to be Vacated and being the Point of Beginning; thence along said extended Northeast line and the Northeast line of said Easement to be Vacated, South 63 Degrees 39 Minutes 35 Seconds East 142.71 feet; thence along the North line of said Easement to be Vacated, North 87 Degrees 05 Minutes 22 Seconds East 48.49 feet to the Northeast corner of said Easement and being a point on the Northwest line of a 10 foot Public Utility Easement; thence along said 10 foot Public Utility Easement, South 26 Degrees 20 Minutes 25 Seconds West 11.46 feet to the Southeast corner of said 10 foot Drainage and Underground Public Utility Easement to be Vacated; thence along the South line of said Easement, South 87 Degrees 05 Minutes 22 Seconds West 45.50 feet; thence along the Southwest line of said Easement to be Vacated and the extended Southwest line of said Easement to be Vacated, North 63 Degrees 39 Minutes 35 Seconds West 145.32 feet to the East line of said Section 1C; thence along said East line, North 26 Degrees 20 Minutes 25 Seconds East 10.00 feet to the point of beginning, containing 1,910 sq. ft. or 0.04 acres more or less.

Scott D. Buedel, PLS

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

CERTIFICATE OF COMPLIANCE
Plans and Specifications - Street Construction

Submission Date: April 17, 2017
Probable Start Construction: June 2017
Probable Finish Construction: June 2018
Project Location: Lexington Subdivision - A Replat of Lots 10-24, 27-29 and Lots 31-39 in Lexington Subdivision
Project Location. (Subdivision name and general location)
South of St. Clare Drive in Lexington Subdivision.

Describe in detail type of street construction:
287.13 lineal feet of roadway for three roads with 40' radius street cul-de-sacs. Roads shall be 30' wide back of curb to back of curb. 1" surface course on 2" binder course on 4" sub-base on 4" Type I granular with 2" roll concrete curb and gutter.

Drainage:

Area Drain	1 each	$1500.00	$1,500.00
Junction Box	1 each	$800.00	$800.00
30" HDPE	527.81	$60	$31,274.40
36" RCP	63.0	$72.00	$4,536.00
Flared End Sections	2 each	$555.85	$1,135.70
Inlet Protection	1 each	$500.00	$500.00
Rainwater Structure	1 each	$2750.00	$2,750.00
gabions/grit separator	1 LS	$4000.00	$4,000.00
Riprap	100 tons	$14.00	$1,400.00
Convert 6DI to AD	2 each	$200.00	$400.00
Total			$49,697.30
stop signs	3 each	$150.00	$300.00
street signs	3 each	$150.00	$300.00
		Total	$600.00

FILED
MAY 02 2017
WARRICK COUNTY
AREA PLAN COMMISSION

3 stop signs @ 150 = 450
3 signs @ 150 = 450

Name of Street:	No. of Lineal Ft.		Est. Cost of Construction:
Thornbury Circle	95.71	@ $100.00	$9,571.00
Sable Ridge Drive	95.71	@ $100.00	$9,571.00
Ashford Circle	95.71	@ $100.00	$9,571.00
drainage			$49,697.30

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

Total Sidewalk = 903.75 $12.00 $10,845.00

Total Estimated Cost of Street and Sidewalk Construction is: ~~$160,036.30~~ $150,788.30

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

Owner/Owners name Kirby King, Executive Vice President/Chief Lending Officer - First Federal Savings Bank (Typed)
Signature
Address P.O. Box 1111, Evansville, IN 47706-1111

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 setforth 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
Typed Name Donald E. Gries
Engineer ___ Licensed Land Surveyor X Ind. Reg. No. LS29900003
Address Suite 205, 1133 West Mill Road Phone No. 812-424-2481

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
Typed Name Donald E. Gries
Engineer ___ Licensed Land Surveyor X Ind. Reg. No. LS29900003
Address Suite 205, 1133 West Mill Road Phone No. 812-424-2481

REVIEWED BY: AREA PLAN COMMISSION
DATE: COMMENTS
By:

REVIEWED BY: COUNTY ENGINEER
DATE: 6/12/17 COMMENTS # and as amended
By:

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 13 DAY OF JUNE 20 17

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.

Draw Letter of Credit if not completed by June 23, 2017.

BARRINGTON DEVELOPMENT GROUP INC.

5144 State Road 261
P.O. Box 813
Newburgh IN, 47630
Tel. 812-853-9883
Fax 812-490-6755

June 6, 2017

Warrick County Commissioners
107 Locust Street
Boonville IN. 47601

SUBJECT: THE REMAINING SIDEWALKS STREETS IN WYNGATE SECTION "B"

Dear Sirs:

Barrington Development will not be able to complete the improvements in Wyngate Section "B", based on the mandate of the Commissioners to have the work completed by June 30, 2017

Barrington has discussed with Metzger Construction Co., Tim Metzger who has stated his schedule for the next 60 days will be installing road repairs for the County. As you are aware you mandated Barrington Development last fall to perform repairs on that section of the Wyngate streets, that work was performed to the satisfaction of the County engineer and the Commissioners.

Barrington Custom Homes has just completed a home and public sidewalks on lot 30; leaving lots 27, 28, 29 and 35 to have a home built to include the public sidewalk. Within the next two months Barrington Custom Homes will be starting a home on lot 27/28 and lot 29.

With the pressure that seems to be placed on the Commissioners by the residents in Wyngate, Barrington Development Group at this time is left with no option but to force the Commissioners to draw the letter of credit.

We appreciate you working with us during the economic downturn.

BARRINGTON DEVELOPMENT GROUP INC.

Sincerely,

Bruce A. Miller
President

BOARD OF COMMISSIONERS:

Marlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:

Auditor
Date: 6/12/17

Sheri Rector

From: Millerba1@aol.com
Sent: Monday, June 05, 2017 11:11 AM
To: srector@warrickcounty.gov
Subject: Wyngate Section B Streets and Sidewalk Construction Letter of Credit

Mrs. Rector

I will be informing the Warrick County Commissioners in writing today that I will not be able to meet the deadline of June 30, 2017 to complete the asphalting and sidewalks in Wyngate Section B.

Metzger Construction, Mr. Tim Metzger has indicated due to "County Work" he will not be able to complete the streets until late July.

I have just completed the sidewalk on lot 30 and will be building on lots 27,28 and 29 within the next two months, that will complete the sidewalks in Section B.

The only option at this time will be to draw the funds of $26,303.25.

1

DEDICATION OF RIGHT OF WAY

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

1. Warranty Deed from Maken Corporation ("Grantor") to Warrick County, Indiana, by and through the Warrick County Board of Commissioners ("Grantee") and recorded as Instrument Number 2017R-_____ in the Office of the Recorder of Warrick County, Indiana.

IN WITNESS WHEREOF, the Board of Commissioners, Warrick County, Indiana hereinafter execute this Dedication of Right of Way this 12 day of 2017, 2017.

Marlin Weisheit, President

Dan Saylor, Vice-President

Robert Johnson, Member

ATTEST:

Debbie Stevens, Auditor, Warrick County

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Marlin Weisheit, Dan Saylor, and Robert Johnson, known to me to be the Commissioners of Warrick County, Indiana, who as such Commissioners acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Subscribed and sworn to before me this ____ day of _____, 2017.

My Commission Expires:
_____ _____
Notary Public (Signature)

_____ _____
County of Residence Printed Name of Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF WARRICK)

Before me, a Notary Public in and for said County and State, personally appeared Debbie Stevens, known to me to be the Auditor of Warrick County, Indiana, who as such Auditor acknowledged execution of the foregoing document, and who, having been duly sworn, stated that any representations therein contained are true.

Subscribed and sworn to before me this ____ day of _____, 2017.

My Commission Expires:
_____ _____
Notary Public (Signature)

_____ _____
County of Residence Printed Name of Notary Public

This instrument was prepared by Jeremy A. Elrod, Morley and Associates, Inc., 4800 Rosebud Lane, Newburgh, IN 47630, Phone: 812-464-9585. 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. Jeremy A. Elrod

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

J:\WORKFILES\Gateway Business Park\Agreement Docs\Dedication of Right of Way.docx

AGREEMENT FOR ROAD USAGE

WHEREAS, (Company/Individual Name) SEZ Holdings LLC, of (Street Address) 4763 Rosebud Lane, (City) Newburgh, (State) Indiana (hereinafter called the "User") desires to utilize a section of Warrick County roads commencing at: Intersection of Grimm Road and Rabbit Run Drive going east along Rabbit Run Drive for

a distance of - gravel miles and 0.327 paved miles, more or less, to haul construction supplies and equipment for the construction of Gateway Business Park subdivision and an office building on Lots 4 & 5 of said subdivision; and

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, base, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows:

   for the purpose set forth above.

2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use including adequate dust control as applicable; agrees to keep said roadway in as good a condition as it is now being maintained; and further agrees that upon conclusion of its use above-described to repair said roadway, including its surface, base, berms, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and agrees to restore said roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.

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3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.

4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within 48 hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.

5. The User shall, before beginning the use of said roadway, post with the Auditor of Warrick County, Indiana, a bond or letter of credit in such form as is approved by the County of Warrick Thousand Dollars ($28,160.00), which said bond shall be payable to Warrick County, State of Indiana. Should the User fail to make reasonable repairs and restoration as required by this Agreement, the Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such written notice, weather permitting, the User may be deemed by the Commissioners to be in default of this Agreement, and such bond or letter of credit may immediately be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or corporate surety company bond by a corporate surety authorized to do business in the state of Indiana is acceptable.

6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. Failure to do so may cause User to forfeit said bond or letter of credit. The User shall allow for enough time to complete said restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.

7. The User's right to use said roadway shall commence on or before the 1 day of June, 2017, and terminate on the 1 day of June, 2018.

8. The User shall establish an account with _____

   for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for application to the roadway. All charges for said material shall be to the User with no liability to Warrick County. If, during periods of emergency, Warrick County uses its suppliers for said roadway, then said materials shall be replaced by the above-named provider or by direct reimbursement by the User.

9. The Commissioners reserve the right to suspend or terminate User's useof the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.

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10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of the use by any person, firm or corporation of the roadway for purposes associated with User's activities. Should any judgment be entered against Warrick County, the Commissioners and/or its employees as a result of such use, the User shall pay the same. User shall, before beginning the use of said roadway, file a certificate of insurance from an insurance company authorized to do business in the State of Indiana showing all peril liability insurance in a minimum of Five Hundred Thousand Dollars ($500,000.00).

11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners:	Warrick County Commissioners 107 W. Locust St., Ste. 301 Boonville, IN 47601
User:	SEZ Holdings LLC 4763 Rosebud Lane Newburgh, IN 47630
User Telephone:	812-474-1900

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.

Dated this 12TH day of JUNE, 2017.

WARRICK COUNTY ADMINISTRATOR
Roger E. Emmons

WARRICK COUNTY HIGHWAY ENGINEER
Robert B. Howard, Jr., P.E. / by R. E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that (s)he has authority to execute the same on behalf of the User.

Signature: E. Beck
Title: ~~Steve Kehre, Member~~ EVAN BECK, MANAGER
Date: May 23, 2017

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TRAVELERS

Right of Way Performance and Completion Bond - Single Job Continuous

Bond No. 106539554

KNOW ALL MEN BY THESE PRESENTS:

THAT WE SEZ Holdings LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of Indiana, as Surety, are held and firmly bound unto Warrick County, State of Indiana, as Obligee, in the penal sum of Twenty Six Thousand One Hundred Sixty Dollars & 00/100 (26,160.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

Utilization of roads commencing at intersection of Grimm Rd & Rabbit Run Dr, going East along Rabbit Run drive for a distance of 0.327 paved miles, more or less, to haul construction supplies & equipment for the construction of Gateway Business Park Subdivision & an office bldg on lots 4 & 5 of said subdivision.

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the satisfaction of the Obligee.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on May 31st, 2017.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this May 31st, 2017

E. Beck
Principal

Travelers Casualty and Surety Company of America
Rebecca Kasper
By: Rebecca Kasper Attorney-in-fact

Producer Name
(Required in Arizona Only)

S-10053PRO (4/17)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227736 Certificate No. 006833867

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Underwriters, Inc., a corporation duly organized under the laws of the State of Wisconsin, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Douglas W. Annakin, and Rebecca Kasper

of the City of Evansville, State of Indiana, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 22nd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of May, 20 17

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Doug Annskin
Shepherd Insurance, LLC.
7424 Eagle Crest Blvd
Evansville IN 47715

CONTACT NAME: Becky Kasper, Account Manager
PHONE (AC, No, Ext): (812) 473-5100 FAX (AC, No): (812) 479-0801
E-MAIL ADDRESS: bkasper@shepherdins.com

INSURED
Woodward Commercial Realty Inc
SEZ Holdings LLC
4763 Rosebud Lane
Newburgh IN 47630-9225

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Co	13021
INSURER B: HartFord Ins Co of the Midwest	37478
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 MASTER CERT REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR	X		60421938	10/24/2016	10/24/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY / PRO-JECT / X LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability Exclusion	$
A	AUTOMOBILE LIABILITY X ANY AUTO			60421938	10/24/2016	10/24/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED / X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N/A		36WECEH1123	10/24/2016	10/24/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured as required by written contract, but only in accordance with policy term, provisions and exclusion.

*Utilization of roads commencing at intersection of Grimm Rd & Rabbit Run Dr, going East along Rabbit Run drive for a distance of 0.327 paved miles, more or less, to haul construction supplies & equipment for the construction of Gateway Business park Subdivision & an office bldg on lots 4 & 5 of said subdivision.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Becky Kasper/BKASPE

ACORD 25 (2014/01)
INS025 (2014/01)

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Harshaw Trane
Service Agreement

Warrick County
Judicial Center
107 W. Locust Street, Ste. 301
Booneville, IN 47601

June 9, 2017

Agreement Type:
Updated
Scheduled Maintenance
And
Water Treatment

Submitted by:
Sam Larcomb
12700 Plantside Drive
Louisville, KY 40299

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Facilities and Systems included within this Service Agreement				
QTY	MANUFACTURER	EQUIPMENT TYPE	MODEL #	SERIAL #
70	TRANE	WATER SOURCE HEAT PUMPS/WSHP	SEE BELOW	SEE BELOW
2	LOCHINVAR	BOILERS	KBN500	G06H10016959, G06H10016948
1	BALTIMORE	AIRCOIL COOLING TOWER	FXV-ASASC-36T	U151304701-10-01
	JOHNSON	CONTROLLERS		
		CLOSED LOOP SYSTEM		
1	BALTIMORE AIR COOL/BAC	COOLING TOWER	FXV-ASASC-36T	U151304701-10-01

SCHEDULE OF SERVICES

THE SERVICE COMPANY agrees to furnish services in accordance with the enclosed "Terms and Conditions". This AGREEMENT shall become valid only upon acceptance by CUSTOMER and by the SERVICE COMPANY. The effective date will be set by the Service Company and as described in the enclosed "Supplemental Terms and Conditions".

SCHEDULE OF SERVICES

Equipment	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
(70) Water Source Heat Pumps/WSHP	PM	PM	PM	PM
(2) Boilers	PM			CS
Cooling Tower		CS	PM	(2)PM
Johnson Controllers		SE		SE
Closed Loop System	WT	WT	WT	WT

SERVICE LEGEND: CS = CALIBRATION SERVICE; PM = OPERATIONAL INSPECTION; SE = SYSTEM EVALUATION; WT = WATER TREATMENT

ADDITIONS AND EXCEPTIONS
(1) This offering is subject to the attached Harshaw Trane terms and conditions.

EQUIPMENT TYPE	MODEL #	SERIAL #
1 TRANE WSHP	WPHD009 11M	W08A00802
2 TRANE WSHP	WPHD009 11M	W08A00803
3 TRANE WSHP	WPHD009 11M	W08A00804
4 TRANE WSHP	WPHD009 11M	W08A00805
5 TRANE WSHP	WPHD009 11M	W08A00817
6 TRANE WSHP	WPHD013 11M	W08A00808
7 TRANE WSHP	WPHD013 11M	W08A00809
8 TRANE WSHP	WPHD013 11M	W08A00810
9 TRANE WSHP	WPHD013 11M	W08A00813
10 TRANE WSHP	WPHD019 11M	W08A00771
11 TRANE WSHP	WPHD019 11M	W08A00772
12 TRANE WSHP	WPHD019 11M	W08A00773
13 TRANE WSHP	WPHD019 11M	W08A00814
14 TRANE WSHP	WPHD019 11M	W08A00815
15 TRANE WSHP	WPHD019 11M	W08A00816
16 TRANE WSHP	WPHD019 11M	W08A00821
17 TRANE WSHP	WPHD019 11M	W08A00828
18 TRANE WSHP	WPHD028 11M	W08A00806
19 TRANE WSHP	WPHD028 11M	W08A00807
20 TRANE WSHP	WPHD028 11M	W08A00811
21 TRANE WSHP	WPHD028 11M	W08A00830
22 TRANE WSHP	WPHD028 11M	W08A00769
23 TRANE WSHP	WPHD028 11M	W08A00774
24 TRANE WSHP	WPHD028 31M	W08A00819
25 TRANE WSHP	WPHD028 31M	W08A00820
26 TRANE WSHP	WPHD051 31M	W08A00812
27 TRANE WSHP	WPHD051 31M	W08A00818
28 TRANE WSHP	WPHD061 31M	W08A00779
29 TRANE WSHP	WPHD061 31M	W08A00782
30 TRANE WSHP	WPHD061 31M	W08A00783
31 TRANE WSHP	WPHD061 31M	W08A00784
32 TRANE WSHP	WPHD061 31M	W08A00785
33 TRANE WSHP	WPHD061 31M	W08A00786
34 TRANE WSHP	WPHD061 31M	W08A00787
35 TRANE WSHP	WPHD061 31M	W08A00788
36 TRANE WSHP	WPHD061 31M	W08A00789
37 TRANE WSHP	WPHD061 31M	W08A00790
38 TRANE WSHP	WPHD061 31M	W08A00791
39 TRANE WSHP	WPHD061 31M	W08A00792
40 TRANE WSHP	WPHD061 31M	W08A00793
41 TRANE WSHP	WPHD061 31M	W08A00794
42 TRANE WSHP	WPHD061 31M	W08A00795
43 TRANE WSHP	WPHD061 31M	W08A00796
44 TRANE WSHP	WPHD061 31M	W08A00797
45 TRANE WSHP	WPHD061 31M	W08A00798
46 TRANE WSHP	WPHD061 31M	W08A00799

47 TRANE WSHP	WPHD08031M	W98A00800
48 TRANE WSHP	WPHD08031M	W98A00801
49 TRANE WSHP	WPHD08031M	W98A00823
50 TRANE WSHP	WPHD08031M	W98A00824
51 TRANE WSHP	WPHD08031M	W98A00825
52 TRANE WSHP	WPHD08031M	W98A00826
53 TRANE WSHP	WPHD08031M	W98A00827
54 TRANE WSHP	WPVD01911E	W98A00822
55 TRANE WSHP	WPVE04131J	W98A00828
56 TRANE WSHP	WPHD00911N	W98K52875
57 TRANE WSHP	WPHD00911N	W98K52874
58 TRANE WSHP	WPHD02611N	W98K52870
59 TRANE WSHP	WPHD02611N	W98K52871
60 TRANE WSHP	WPHD02611N	W98K52872
61 TRANE WSHP	WPHD02611N	W98K52869
62 TRANE WSHP	WPHD04111N	W98K52873
63 TRANE WSHP	TBD	TBD
64 TRANE WSHP	TBD	TBD
65 TRANE WSHP	TBD	TBD
66 TRANE WSHP	TBD	TBD
67 TRANE WSHP	TBD	TBD
68 TRANE WSHP	WPHD061	HP3-23
69 TRANE WSHP	WPHD061	HP3-24
70 TRANE WSHP	WPHD061	HP3-25

PRICING & ACCEPTANCE			
Option	Date	Price	Accept (Please initial)
Annual Payments	7/1/2017 – 6/30/2018	**$37,688** per year, payable in **advance.**	MW
	7/1/2018 – 6/30/2019	**$37,924** per year, payable in **advance.**	MW
	7/1/2019 – 6/30/2020	**$38,941** per year, payable in **advance.**	MW

Notes:
1. Multiyear service agreements are invoiced annually.
2. Purchase Order for a 3-year agreement should clearly state that pricing is based upon the selection of the 3-year optional pricing.
3. A discount is available for clients that choose to pay the annual agreement amount in advance in lieu of quarterly. If annual pricing was indicated, the discount is reflected in the above pricing.
4. **Cancellation Policy - This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by the Customer, the Customer shall pay to Harshaw Trane the balance of the Service Agreement Fee applicable to the then current 12 month period of the Term. For Intelligent Services agreements, the balance is calculated by dividing the annual fee by 12 and multiplying by the number of months that the agreement is active in that given 12 month period. For agreements set up to invoice startup costs in partial via monthly payments or multiple years, the Customer shall be required to pay Harshaw Trane the outstanding set up costs, in full, at the time of agreement termination.**
5. The Service Agreement Fee is based on performance during regular business hours.
6. Please note special Intelligent Services agreement cancellation terms and conditions noted within the "Other Features & Benefits" section of this agreement document.
7. R'newals and Overhauls on chillers as recommended by the manufacturer are required to maintain coverage under Select maintenance agreements. The cost of the R'newal/Overhaul is not included under this coverage. Failures which occur as a result of overdue R'newals/Overhauls are not covered.

Customer Acceptance:	Harshaw Trane:
Signature Warrick County Commissioners by [signature]	Signature
Title President	Title
Acceptance Date June 12, 2017	Acceptance Date
P.O. #: 21524	Effective Date (Established by Harshaw Trane)

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5. UNITED STATES GOVERNMENT RESTRICTED RIGHTS: The SOFTWARE PRODUCT and documentation are provided with restricted rights. Use, duplication or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(i)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 52.2277013.

6. UNITED STATES GOVERNMENT END-USERS: If the SOFTWARE PRODUCT is supplied to the United States Government, the SOFTWARE PRODUCT is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the SOFTWARE PRODUCT are as private in clause 52.227-19 of the FAR.

7. CONTROLLING LAW AND SEVERABILITY: This END-USER SOFTWARE LICENSE AGREEMENT and LIMITED WARRANTY shall be governed by and construed in accordance with the laws of the United States and the State of New York. If, for any reason, a court of competent jurisdiction finds any provision of this END-USER SOFTWARE LICENSE AGREEMENT or LIMITED WARRANTY, or portion thereof, to be unenforceable, that provision of the END-USER SOFTWARE LICENSE AGREEMENT or LIMITED WARRANTY shall be enforced to the maximum extent possible so as to effect the intent of the parties, and the remainder shall continue in full force and effect.

8. COMPLETE AGREEMENT: This END-USER SOFTWARE LICENSE AGREEMENT and LIMITED WARRANTY constitutes the entire agreement between the parties with respect to the use of the SOFTWARE PRODUCT, related documentation and fonts, and supersedes all prior or contemporaneous understanding or agreements, written or oral, regarding such subject matter. No amendment to or modification of this END-USER SOFTWARE LICENSE AGREEMENT and LIMITED WARRANTY will be binding unless in writing and signed by a duly authorized representative of Authorized Distributor and Apptec Corporation.

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
WARRICK COUNTY, IN ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
One County Square Suite 280	25 Methodist Hill Drive
Boonville, IN 47601	Rochester, NY 14623
Attn: Sarah Redman, County Assessor	Attn: Contract Administration
Phone: (812) 897-6125 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
WARRICK COUNTY, IN	PICTOMETRY INTERNATIONAL CORP.
(entity type) County Government	a Delaware corporation
SIGNATURE: Marlin Weisheit	SIGNATURE:
NAME: Marlin Weisheit	NAME:
TITLE: President, Warrick County Commissioners	TITLE:
DATE: Board Approved on 6-12-17 Marlin signed on 6-21-17	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

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Pictometry Contract in its entirety is located on File in the Auditor's Office.

Warrick County Claims for Payment

ALPHA LASER SERVICES	6.98
BRADLEY, MATTHEW	26.99
CHRIS SKINNER	6.54
EASTHAM, DANIEL	3,100.00
EVANSVILLE WATERWORKS DEPT	39.03
FIRST BANKCARD	319.73
INDIANA AMERICAN WATER	0.39
KELLER, SCHROEDER & ASSOC. INC	138.00
LINDA DERR	97.28
LOCHMUELLER GROUP	6,631.35
MEDICAL BENEFITS ADMINISTRATORS, INC.	211,014.05
MORLEY & ASSOCIATES INC.	13,898.75
MORRIE DOLL	900.00
PATRIOT ENGINEERING & ENVIRONMENTAL IN(	347.05
PRECISION DYNAMICS CORP.	759.03
RICOH USA INC	8.87
SANOFI PASTEUR INC	2,444.90
STEVEN A. SHERWOOD	9.58
STORAGE GUARDIAN	1,096.01
TIME WARNER CABLE	64.99
TRACTOR SUPPLY CO	68.35
U.S. BANK	514.04
VANDERBURGH CO. HEALTH DEPT.	300.00
VECTREN ENERGY DELIVERY	3,178.21
WOW! BUSINESS	122.00
ZONES	2,754.00
AARON FRANZ	99.44
ADAMS, BOBBY	22.60
ADAMS, GRAYSON	133.68
AICNER HARDWARE	630.81
ALEXANDER FUNERAL HOME--WEST	100.00
ALEXANDER NEWBURGH CHAPEL	100.00
ALL AMERICAN LOCKSMITH & ALARM SERVICE	196.00
ALLDREDGE, AUTUMN	141.66
ALPHA LASER SERVICES	14.42
AMERICAN SCREENING CORPORATION	42.00
AMERICAN STRUCTUREPOINT INC	7,155.88
AMY STEINKAMP MISKIMEN	448.21
ANTEY, NICHOLAS	120.00
ARAB	210.00
ARTHUR, RICHARD	120.00
ASH, GARY	18.04
AT&T	767.15
B-HIVE PRINTING	395.25

BAKER, MARSHA	21.84
BAMBERGER FOREMAN OSWALD HAHN	9,460.00
BARNES, CLARK	19.18
BATHAUER, DOUGLAS	24.12
BATTERIES PLUS	52.65
BEEM, JUDY	93.97
BEHNY, BRIAN	24.12
BELL, CAMERON	95.96
BEN LABHART	633.36
BERNHARDT, LINDA	24.12
BESHEARS, MICHAEL	18.42
BESING, SHAWN	24.12
BESSE, JOCELYN	24.12
BJ FARRELL	270.20
BLACK, SCOTT	24.12
BLACKFORD, JO	15.00
BOONVILLE LAWN AND GARDEN INC.	157.00
BOONVILLE NATURAL GAS CORP.	660.05
BOONVILLE UTILITIES	1,090.55
BOOTH, MALCOLM	24.12
BOSKO, JOHN JR.	24.12
BOUCHIE, CURTIS	22.98
BRADLEY, MATTHEW	250.00
BRADSHAW, KAREN	149.64
BRADSHAW, LISA	15.00
BRATCHER, JAMES JR.	15.00
BRETT M ROY	4,081.25
BRETT W KRUSE	303.17
BRIMNER, KEVIN	147.36
BUMPER TO BUMPER / BTB CHANDLER	18.41
BUTLER, LESLIE	19.56
BYERS HTG & AIR	479.00
CADICK, JULIE	147.38
CAMALA COOLEY	2,335.20
CAMP'S AUTO/TIRE SERV. INC.	16.50
CAMPBELL, DONNA	24.50
CARD SERVICE CENTER	714.98
CAROL RUFF	250.10
CARTER LUMBER	921.20
CATHY OSER	100.00
CDW GOVERNMENT, INC.	1,864.80
CHAPMAN, DARLA	24.12
CHEANEY, HEATHER	18.80
CHIEF SUPPLY CORP	1,355.81
CLARK, MARI	24.12
CLERK - WARRICK COUNTY SUPERIOR COURT	419.73
CLERK-TREASURER--BOONVILLE	9,089.30
CLERK-TREASURER--CHANDLER	4,603.94
CLERK-TREASURER--ELBERFELD	1,061.86

CLERK-TREASURER--LYNNVILLE	1,338.14
CLERK-TREASURER--NEWBURGH	5,541.97
CLERK-TREASURER--TENNYSON	450.27
CLUTTER, SETH	154.20
COLLINS, KRISTI	17.68
CRANICK, RONALD JR	92.10
CUNNINGHAM, TY	24.12
TEAMSTERS LOCAL #215	6.00
DANIELS, MONTANA	23.74
DAVID HEAL	139.48
DAVIS, RUTH	23.74
DAVIS, WALTER JR.	142.80
DAY, ADAM	131.40
DECKER, JACOB EDWARD	14.00
DELTA PROPERTIES LLC	1,613.60
DERK, KIMBERLY	24.50
DIAMOND MEDICAL SUPPLY	137.63
DIVISION OF CHILD SUPPORT	208.00
DOSSETT CONSULTING	500.00
DOTY, JARED	24.12
DOVE, FOSTER JR.	24.50
ELZER, BECKY	122.28
ENDRESS, STEPHEN	24.50
EVANS, KIMBERLY	15.00
EVANSVILLE PSYCHIATRIC ASSOC.	52.37
EVANSVILLE WINSUPPLY CO.	43.84
EVER-CLEAN SERVICES, INC.	105.00
FARRIS REPORTING	51.24
FEHN, BRENDA	22.60
FERGUSON, THOMAS	24.12
FIFTH THIRD BANK	597.19
FINE & HATFIELD, PC	3,855.50
FIRST BANKCARD	877.09
FLORA, PATTRICIA	147.36
FLORENCE, CYNTHIA	24.12
FRANCIS, ELIZABETH	23.36
FREELS, SHANE	24.12
FRONTIER	294.26
FUHS, JENNIFER	23.00
GARRISON, TROY	17.28
GEM CHEMICAL COMPANY, INC.	262.45
GENET, RONALD II	18.80
GENTRY, SANDRA	26.40
GOGEL, STEPHEN	24.12
GORE, ABBY	15.00
GOUGH, RACHEL	25.64
GREEN, DEENA	96.72
GREG A GRANGER	601.33
GRIBBEN, RYAN	146.22

GRIFFIN NANCE	100.00
GRIMWOOD, DAVID	80.00
GRUGEL, VINCENT	15.76
H. J. UMBAUGH	55,000.00
HAAGA, MATHEW	20.70
HAFER ASSOCIATES INC.	2,380.00
HALL, SARAH	15.00
HAMILTON, STEVE	22.22
HARPER, MARY	18.80
HAWKINS, THOMAS	19.18
HEALTH RESOURCES INCORPORATED	7,719.36
HELMS, COLE	24.12
HERBSTER, GEORGE	22.22
HERTEL, JOHN	24.12
HITSMAN, DAVID	24.12
HOBDY, JERRY	18.80
HOBDY, JERRY SR.	19.56
HOLIDAY INN EXPRESS	477.75
HOOSIER BUSINESS MACHINES INC.	116.33
HOOVER, JENNIFER	22.22
HORTON, CHARLES	100.52
HUEBNER TRUCKING COMPANY INC.	611.74
HUTTON, KENNETH	18.04
INDIANA DEPARTMENT OF CORRECTIONS	4,328.48
INDOFF, INC.	319.25
INFORMATION & RECORDS ASSOCIATES, INC	3,100.00
J & J SUPPLY, INC.	3,212.40
JACKIE RAMSEY	24.40
JACKSON, ANNA	24.12
JAMISON, HEATHER	123.42
JENNIFER GREER	170.00
JOHNSON, AIMEE	24.12
JOHNSON, MATTHEW	22.98
JOHNSTON, WILLIAM JR. & JENNY	1,829.39
JONES, LORI	147.36
JOUHANNA VASQUEZ	272.04
JSK ASSOCIATES INC	1,350.00
KAPOSTA, ALYSSA	19.04
KAUFMAN, MITZI	21.12
KECK, JAMES & LINDA	14.55
KELLEMS, LISA	147.36
KELLEY, KENNETH	80.00
KENWAY DISTRIBUTORS INC	659.90
KERN, SARA	139.38
KIM KELLEY	100.00
KINMAN, M JEANETTE	24.12
KOLB, JEFFREY	123.42
KOLEILAT, SABRINA	21.84
KOPATICH, HANNAH	123.42

KOPSHEVER, LAURA	22.98
KRAMER, MATTHEW	30.96
LAMAR ADVERTISING OF EVANSVILLE	400.00
LAMPTON, ROBERT	19.56
TINA LATHAM	110.88
LAW OFFICE OF JONATHAN M YOUNG	2,656.25
LEHMAN, GREGORY	135.96
LEINGANG, DIXIE	17.68
LEMOND, SHARON	24.12
LIEBERMAN TECHNOLOGIES	600.00
LINCOLN, JACALYN	15.00
LLOYD, CLINTON	29.44
LOCHMUELLER GROUP	65,169.19
LOEHR, NANCY	147.36
LONG & MATHIES LAW FIRM, P.C.	4,477.09
LOVE, KIMBERLY	22.60
LUCAS, KLINTON	22.98
LUTZ, GREGORY	24.88
MACER, BRENT	15.00
MACER, CHARLES	18.80
MAKEN CORPORATION	1,625.00
MARK HELMS	60.00
MARK K. PHILLIPS, PC	2,656.25
MARTIN & MARTIN, INC.	5,312.50
MARTIN, SUSAN	147.36
MATTHEW BENDER & CO INC	1,105.23
MATTHEWS, REBECCA	151.92
MCBRIDE, CHRISTOPHER	143.94
MCCAFFERY, REBECCA	24.12
MCCALLISTER, JO	19.94
MCCOOL, GARY	18.80
MCDOWELL, KADLYN	18.80
MCGUIRE, JEFFREY	17.28
MCKAIN, SCOTT	17.28
MCKELLIPS, DAVID	24.12
MCWILLIAMS, JONI	15.00
MEDICAL BENEFITS ADMINISTRATORS, INC.	121,284.65
MEI, CATHERINE	147.36
MELODY NELSON	56.00
MENARDS	5.86
MENKE, TONYA	22.60
MERCEDES MEDICAL	116.00
METCALF, TARA	15.76
METZGER, CAROL	129.12
MEUTH CONSTRUCTION	225.00
MEYER, GENE	34.76
MICHELE BUSING	365.76
MILLER, BRITTNY	32.48
MILLER, DEVON	28.30

MILLER-FEHD, VAL	24.50
MOFFETT, JEFFREY	21.46
MOONEY, GINNY	25.26
MOORE-DENK, TIAN	22.60
MORLEY & ASSOCIATES INC.	3,810.35
MORPHEW, PATRICIA	15.00
MORRIE DOLL	500.00
MOSLEY, ALLEN	19.18
MOUNTAIN VALLEY OF EVANSVILLE	8.00
MULZER CRUSHED STONE, INC.	6,451.42
MUNDY, SHAWN	24.12
MUTUAL OF OMAHA	7,477.03
NANCE, HOLLY	24.12
NANCY SUSOTT	222.96
NAVA, ASHLEY	24.12
NEVILLE, CECIL III	22.98
NIX SANITARY SERVICE	1,405.00
NOMAD TECHNOLOGY GROUP	2,921.33
NUHRING, GREGORY	99.00
O'REILLY AUTO PARTS	24.10
OFFICE DEPOT, INCORPORATED	354.09
OVERFIELD, MICHAEL	26.40
PAT BROOKS	111.76
PATEL, RESHMA	24.12
PATRICIA PERRY	325.20
PAYNE, CYNDI	12.16
PAYNE, JOSHUA	18.80
PAYNE, RITA S	91.19
PEMBERTON, JOSHUA	26.40
PERFECTION DRIVELINE INC - CTC	151.06
PERSINGER, TODD	142.80
PHAUP, DAVID	95.20
PHILLIPS, DONNA	24.12
PLAHN, JORDAN	57.56
POTTER, JAMES	89.12
PSC	157.27
QUALITY CORRECTIONAL CARE, LLC	13,973.33
RACEY, ROBERT JR.	122.28
RALEY-RIGDON, CONNIE	19.56
RAYMOND KLOECK	49.67
REDMON, THOMAS	22.22
REDWOOD TOXICOLOGY LABORATORY INC.	258.75
REED, JORDAN (INMATE #242708)	917.00
RETTER, ANDREA	15.76
RHINEFORT, TROY	22.98
RICOH USA INC	16.97
RIDDLE, ANDREA	34.00
ROADSAFE TRAFFIC SYSTEMS INC	1,616.39
ROBAK, JANICE	24.12

ROBERT B. GRIMM & HERBERT P. GRIMM	34,085.00
ROBERT R AYLSWORTH JUDGE	376.70
ROBIN GREENLEE (CDFC)	405.00
RODOCKER, KATHERINE	24.12
ROGERS, STEPHEN	24.12
RUSS, MARK	22.60
RUSSELL, ANDREW	24.12
RUTLEDGE, MARIANNE	19.56
SANDERS, MICHAEL	23.74
SANDERS, THOMAS	92.16
SCALES, REBECKA	19.18
SCHOOLER, MATTHEW	134.82
SEILER, JOSHUA	85.32
SERGESKETTER, DUSTIN	24.12
SHARON A JAMES	61.67
SHERMAN, SHARI	98.24
SHERRY SMITH	2,656.26
SHERWIN-WILLIAMS	114.51
SHIRLEY, WILLIAM SR.	24.12
SIEGELS	208.20
SIMPSON, DONOVON	131.40
SNYDER, ANDREW	24.12
SNYDER, JONATHAN	24.12
SOLLMAN, KENNETH	22.60
SOUTHEASTERN EQUIPMENT CO.,INC	6,785.55
SPEICHER, FREDERICK	18.04
SPENCER COUNTY CLERK	60.00
SPINDLER, JULIA	24.12
SPRINT	3,669.41
STAPLES	134.74
STAPLES CREDIT PLAN	111.04
STONE, JENNIFER	24.12
SUBSCRIBER RENEWALS	30.00
SWANK, ZACH	26.02
TAYLOR, RITCHIE	363.09
TEICHMER, SHAWN	147.36
THE HOME CITY ICE COMPANY	138.60
THE LANG COMPANY	85.03
THE TOWN OF NEWBURGH	53.68
THOMAS, CHRISTOPHER	24.12
THOMAS, JESSICA	19.56
THOMASON, MARY	147.36
THOMSON REUTERS	991.90
THORNBECK, TWILA	24.12
THORPE, LINDA	16.52
THREET, MARY	24.12
TILMON, VALERIE	20.70
TIME WARNER CABLE	178.34
TOOMEY, BILLIE	25.64

TRACI WILLIAMS	220.25
TRANE SUPPLY	892.47
TREVINO, JUAN	92.92
TRI-STATE LIGHTING & SUPPLY CO INC	571.37
TROY MEREDITH	60.00
TUCKER, MATTHEW	15.00
U.S. BANK	611.60
U.S. POSTMASTER	245.00
ULINE	71.69
UNIFIRST CORPORATION	145.87
VALLAD, KYLE	49.76
VALNTINE, ERIC	21.08
VANOVER, RD II	24.12
VECTREN ENERGY DELIVERY	18,157.97
VERIZON WIRELESS	210.09
VERNARSKY, DOLORES	147.36
VOGT, GEORGE SR.	22.60
VOTE, W S	24.12
WABASH VALLEY SERVICE CO	3,764.53
WALKER, HARLEY	20.32
WARD, JAMES	141.68
WARREN MATHIES	885.42
WARREN, CONSTANCE	24.12
WARRICK AUTOMOTIVE SUPPLY	390.95
WARRICK CO DEPT OF PARKS & REC	851.35
WARRICK CO JAIL COMMISSARY	1,176.71
WARRICK CO. SOLID WASTE MGMT DISTRICT	167.00
WARRICK COUNTY TREASURER	94,899.77
WARRICK PUBLISHING CO	58.34
WARRICK SOLID WASTE MGT DIST	158.40
WARRICK WELLNESS PATHWAYS	4,232.75
WEBER, PHILLIP	19.94
WELLS, TROY	147.36
WENTZEL ENGRAVING	100.00
WETZLER, KEVIN	147.36
WEX BANK	147.93
WHITE, JOSEPH	24.12
WHITLEDGE, KELLY	124.52
WICKER, LAWRENCE	24.12
WILLIAMS, JASON	24.12
WILLIAMS, MCKAYLA	147.36
WILSON, BRANDON	24.12
WILSON, MIKE	100.00
WINCHESTER, KEITH	147.36
WINGE, DAVID	126.84
WINSETT, ZACH	473.47
WOEHLER, SABRINA	20.32
WOLFE, CHRISTA	24.12
WOLFE, ERIC	22.60

WOOD, JORDAN	24.12
WOODFIELD DEVELOPMENT LLC	742.19
WORTMAN, JEFFREY	147.36
WOWI BUSINESS	101.10
WUERTH, KELLY	24.12
XEROGRAPHIC BUSINESS SYSTEM	79.82
YEAGER, LARRY & BETTY JO	20.22
YESTERDAZE, INC.	895.26
YOUNG, ROBERT	24.12
ZINT, ZACHARY	24.12
ZIRKELBACH, CHRISTOPHER	457.00
ADVANCED SYSTEMS TECHNOLOGY	172.50
AIGNER HARDWARE	609.81
ALPHA LASER SERVICES	13.23
ALTSTADT-HICKS OFFICE CITY	242.36
ARCHITECTURAL SALES, INC.	80.00
B-HIVE PRINTING	298.00
BOB BARKER COMPANY INC.	435.78
BROERMAN & SONS HVAC	3,983.00
BUMPER TO BUMPER / BTB CHANDLER	54.59
BUSLER ENTERPRISES INC	85.54
CDW GOVERNMENT, INC.	1,000.18
CHIEF SUPPLY CORP	1,921.02
CHRISTOPHER J KIEFER	2,000.00
CRS ONE SOURCE(DIAFDS)	1,848.55
CULLIGAN OF EVANSVILLE	438.75
DIGITAL ALLEY	145.00
EAST PINES ANIMAL CLINIC INC	101.00
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	70.62
ENVIRONMENTAL MANAGEMENT CONSULTANT	728.43
EROSION RESOURCES & SUPPLY	30.75
EVAPAR	3,180.00
FARM BOY FOOD SERVICE	2,427.99
FELTS LOCK CO., INC.	6.90
GARCIA LAB	198.00
GEM CHEMICAL COMPANY, INC.	425.31
GOOGLE, INC	25.34
GRAINGER	21.08
HARDY BRAKE & ELECTRIC CO.INC.	289.35
HARSHAW TRANE SERVICE INC.	849.42
HERR'S BODY SHOP	707.17
HOOSIER BUSINESS MACHINES INC.	162.44
I.T.I.	606.00
INTERSTATE BATTERIES OF WABASH VALLEY	327.00
J & J SUPPLY, INC.	11,213.20
JOSEPH SCHITTER	100.00
KENWAY DISTRIBUTORS INC	418.00
LAW CHEVROLET BUICK PONTIAC	448.88
LAWSON PRODUCTS, INC	373.25

LEWIS BROS BAKERIES, INC	231.66
LOWELL'S AUTO SERVICE	1,620.14
MCKESSON MEDICAL-SURGICAL INC.	178.72
METZGER CONSTRUCTION CO INC.	330,767.97
MEYER TRUCK EQUIPMENT	1,855.81
MULZER CRUSHED STONE, INC.	5,211.23
OFFICE DEPOT, INCORPORATED	340.39
PAUL HAWA MHA, R.T.(R) ARRT	150.00
PC QUEST	744.98
PERFECTION DRIVELINE INC - CTC	205.14
PLUMBERS SUPPLY CO INC	76.80
POINT SECURITY, INC.	1,500.00
PURDUE CES FUND-WARRICK COUNTY	1,447.16
QUILL CORPORATION	442.71
R&L ELECTRONICS	585.95
RUDOLPH BROTHERS	364.87
SCHUM MONUMENTS INCORPORATED	100.00
SIEGELS	360.00
SIGNS BY DESIGN	210.00
SISCO'S AMERICAN HOSE & HYDRAULICS	72.00
SOUTHEASTERN EQUIPMENT CO.,INC	172.31
SQUEAKY CLEAN	15.00
ST. MARY'S OCCUPATIONAL	120.00
STERNBERG INTERNATIONAL INC	431.33
STEWART RICHARDSON DEPOSITION SERVICE	604.60
TAB PRODUCTS CO. LLC	555.63
THE LANG COMPANY	21.11
TITZER FAMILY FUNERAL HOMES	100.00
TRANE SUPPLY	1,420.00
TRI-STATE LIGHTING & SUPPLY CO INC	410.94
TRI-STATE SYSTEMS INC	1,340.69
UNIFIRST CORPORATION	188.94
VANDERBURGH COUNTY CORONER	320.00
WABASH FOODSERVICE	3,143.54
WABASH VALLEY SERVICE CO	8,223.60
WARRICK AUTOMOTIVE SUPPLY	379.84
WARRICK CO JAIL COMMISSARY	3,328.11
WARRICK COUNTY TREASURER	388.16
WARRICK SOLID WASTE MGT DIST	734.22
WHAYNE SUPPLY CO.INC.	5,169.87
ASL TESTING	2,712.00
CAREFULL PRODUCTS	111.95
CORRISOFT, LLC	251.60
GEM CHEMICAL COMPANY, INC.	59.20
GREG A GRANGER	39.19
LAW OFFICE OF JONATHAN M YOUNG	142.50
MARTIN & MARTIN, INC.	37.50
MEMORIAL HOSPITAL AMBULANCE SERVICE	35.25
MERCEDES MEDICAL	25.00

NEWBURGH-OHIO TOWNSHIP LIBRARY	1,222,423.91
REDWOOD TOXICOLOGY LABS	1,155.00
ROBERT R AYLSWORTH JUDGE	387.18
THE LANG COMPANY	40.09
THOMSON REUTERS	862.98
TIME WARNER CABLE	512.04
U.S. BANK	33.10
WARRICK COUNTY SCHOOL CORP.	9,679,174.42
WORD SYSTEMS INC.	3,072.99
Grand Total: $	**12,157,950.11**

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, JUNE 12th, 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: $12,157,950.11 Dated this 12th day of JUNE, 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 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 11600
VENDOR NAME Fifth Third Bank ATT: Robin K 47601
VENDOR ADDRESS P.O. Box 778
Evansville, IN 47705

DEPT # 1149
DEPT. NAME Economic Dev
PO #

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
4/26/17	131128	Marathon	1149	000-4212.00	$44.15
4/26/17	72527	Schnucks	1149	000-4211.00	$52.93
4/28/17	461620	Hall Signs Inc	1149	000-4314.00	$266.15
4/30/17	173533	Marathon	1149	000-4212.00	$35.81
5/4/17	130453	Marathon	1149	000-4212.00	$44.87
5/11/17	92585112702	Mike's Car Wash	1149	000-4212.00	$112.00
5/12/17	140236	Marathon	1149	000-4212.00	$41.28
				Claim Total	$597.19

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

5/26/17
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

5/31/17
Date

NON-CERTIFIED BY AUDITOR
Warrick County Auditor

Commissioner

RECEIVED
MAY 26 2017
WARRICK CO. AUDITOR

June 6/17/17

Approved by State Board of Accounts

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

Installed in Warrick 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
5/31/17	05/01-05/31	Monthly Rent	4921	000.4312.00	$8.00
		Water			$22.50
				Claim Total	$30.50

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

6/7/2017
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

6/9/17
Date

NON-CERTIFIED BY AUDITOR
Warrick County Auditor

Commissioner