WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
June 26, 2017
4:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

Marlin Weisheit: Thank you.

AREA PLAN COMMISSION
REQUEST FOR ACKNOWLEDGEMENT OF SIDEWALKS
WYNGATE A

Marlin Weisheit: Okay, we'll start out with Area Plan.

Sherri Rector: Thank you. First item is Request for Acknowledgement of Sidewalks is Wyngate A by Barrington Development Group, LLC. Bruce Miller, President. This is for sidewalk construction only. The letter of credit expires on July the 10th. Steve Sherwood did go out and do an inspection today and he'll make a report and I think my suggestion would be, after his report, is that you accept the acknowledgement condition upon the completion and Steve's certified to it. Their letter of credit doesn't expire until the 10th.

Steve Sherwood: Before you is a photograph taken at about 11:30 (AM) this morning. They had about eighty (80) lineal feet of sidewalk yet to complete. It could have been completed yet today. I don't know if Mr. Miller's here to verify that. But I was there at 11:30 (AM) this morning and they were forming it up. I believe it was Hornbeck Construction that was getting ready to finish the concrete work. So we should have plenty of time to do another inspection as Sherri said. There's some time left before the letter of credit expires. So we have some time to work with.

Bruce Miller: Good afternoon, Bruce Miller, President of Barrington Development Group. As the County Engineer did indicate to you, at 11:00 (AM) this morning that section was not poured. As of 4:00 (PM) this afternoon, it is poured. So I, I think another visit by the Engineer will verify that completion had been taken place and I would come before you asking that if that is verified that the sidewalk has been completed, that sidewalks and such be accepted as complete.

Sherri Rector: Okay and the letter of credit be released?

Bruce Miller: And the letter of credit be released.

Marlin Weisheit: Somebody like to entertain a motion?

Bob Johnson: Make a, I make a motion to release the letter of credit pending Steve or Bobby's approval of the sidewalks, make sure they're completed as proposed.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Bruce Miller: Thank you.

Marlin Weisheit: Yep.

(Wyngate A, Acknowledgement is located on Page 18 of these Official Minutes)

EXTENSION OF SURETY
MALLARD LAKE SUBDIVISION PHASE I

Sherri Rector: The next items are Requests for Extension of Surety. The first is Mallard Lake Subdivision, Phase I, by Lake Group, Stuart Phillips, President. It's for sidewalk construction. They are requesting a one (1) year extension with no reduction from twenty thousand four hundred and seventy-two dollars ($20,472.00). They have had thirteen (13) years. The Ordinance allows for a maximum time period of nine (9) years for sidewalks. Therefore they are also requesting a modification from the Subdivision Control Ordinance. The letter of credit expires on August 23rd.

Marlin Weisheit: Steve?

Sherri Rector: Uh…you did check the dollar amount?

Steve Sherwood: I believe Bobby's already signed off on the dollar amount.

Marlin Weisheit: So it's correct to stay the same then?

Steve Sherwood: Yes.

Marlin Weisheit: And we're just going to extend it for one (1) year? Is that what we usually do?

Sherri Rector: Yeah, that's, or you can extend it for six (6) months or not extend it at all.

Steve Sherwood: Did they request a time period in their letter?

Sherri Rector: It says...

Dan Saylor: We request a one (1) year extension.

Sherri Rector: Yeah, one (1), yeah.

Dan Saylor: (Inaudible).

Marlin Weisheit: You know they are building a few homes there. It's slow goings but they're making a little progress. So as homes sell they are keeping things caught up there, in my opinion. Are you okay with that, Steve? You and Bobby?

Steve Sherwood: Yes, yes.

Marlin Weisheit: I don't see much that would change in the next year that would hurt to go ahead and just extend it one (1) year myself. But that's my opinion. I'd entertain a motion.

Dan Saylor: I make a motion for the extension, one (1) year extension of the sidewalk security and the...

Marlin Weisheit: Stay the same at twenty thousand four-seventy-two ($20,472.00)?

Dan Saylor: Yes.

Marlin Weisheit: Okay. Do I have a second?

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.

(Mallard Lake Subdivision Phase I is located on Page 18 of these Official Minutes)

MALLARD LAKE SUBDIVISION PHASE II

Sherri Rector: Okay, the next one (1) is Mallard Lake Subdivision, Phase II, by Lake Group, Stuart Phillips, President. It's also sidewalk construction. Requesting a one (1) year extension with no reduction of sixteen thousand six hundred and thirty-eight dollars and forty-eight cents ($16,638.48). Has had eleven (11) years. So therefore they're also requesting a modification from the Subdivision Control Ordinance. The letter of credit expires July the 21st. Bobby has also signed off on the dollar amount on this one (1).

Marlin Weisheit: Same thing, isn't it?

Steve Sherwood: Same comments as before.

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

Bob Johnson: Make a motion to approve Mallard Lake Subdivision, Phase II, sidewalk, letter of credit extension one (1) more year.

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).

(Mallard Lake Subdivision Phase II is located on Pages 18 of these Official Minutes)

ENCLAVE AT WOODFIELD PUD

Sherri Rector: Okay and the, the last one (1) is the Enclave at Woodfield PUD, by R. A. McGillem Custom Homes, LLC. R. A. McGillem, Member. This is for the entrance only. He is requesting a one (1) year extension with no reduction of six hundred twenty-one dollars ($621.00) surety that we have in escrow. He has had seven and a half (7 ½) years. The Ordinance allows for a maximum time period of seven (7). Therefore he is also asking for a modification.

Roger Emmons: Six (6).

Sherri Rector: Six (6) years. In your packet there's a request from Mr. McGillem as President. His letter states that "We currently have a home under construction at the end of the cul-de-sac and also a home under construction in the middle of the block and would like to wait until the construction traffic has been completed before installing the final coat as…of asphalt. We plan on installing the final coat of asphalt this fall and will have the completion certified at that time." And the dollar amount has been approved by Bobby.

Ron McGillem: And just, just to, Ron McGillem, R. A. McGillem Custom Homes. This is just a ten (10) foot strip between the edge of the existing street to the entrance our, the enclave which is a private street. So that's the reason that…

Sherri Rector: It's the little gated community.

Ron McGillem: The dollar amount, you're only talking, it's just a ten (10) foot piece of…

Marlin Weisheit: Yeah, waiting 'til you get the construction done to finish that. I don't blame you.

Ron McGillem: Yeah, we'd like to finish those two (2) streets, because they're down on the end of the street and all the traffic is going down there and it would…

Marlin Weisheit: Damage.

Ron McGillem: That, those two (2) houses will finish up about seventy-five percent (75%) of what we have on the street. So it would allow us to do that in the fall.

Marlin Weisheit: You okay with that, Steve?

Steve Sherwood: I believe Bobby's already signed the amount in question.

Ron McGillem: Um hum.

Marlin Weisheit: Okay.

Dan Saylor: And is that six hundred twenty-one dollars ($621.00)?

Steve Sherwood: Yes. Very little strip.

Ron McGillem: Yeah, it's just a, just a small little, little sliver there.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to grant the extension of surety for six hundred twenty-one dollars ($621.00).

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). Thanks for coming in.

Ron McGillem: Um hum, thank you.

Sherri Rector: That's all I have, thank you.

Marlin Weisheit: Thank you, Sherri.

(Woodfield PUD is located on Page 19 of these Official Minutes)

APPROVAL OF MINUTES
JUNE 12, 2017

Marlin Weisheit: Okay, looks like we have Approval of Minutes from our June 12th Meeting.

Bob Johnson: I make a motion to approve the Minutes from June 12, 2017.

Dan Saylor: Second.

Marlin Weisheit: Motion and a second. All in favor

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ITEMS FOR DISCUSSION
DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
FIXED ASSET NOTIFICATION FORMS
2017 DODGE RAM FOR ANIMAL CONTROL DEPARTMENT

Marlin Weisheit: Items for Discussion. Are you up, Roger?

Roger Emmons: Thank you, Mr. President. First item I have is, the first couple of items is Fixed Asset Notification Forms. The first one (1) is for a 2017 Ram, Model 2500, 4x4 truck for the Animal Control Department. And this was purchased, oh, May 16th. Hang on, I've got the wrong one (1), for thirty-four thousand five hundred dollars ($34,500.00). I recommend you approve by motion and for President Weisheit to sign.

Marlin Weisheit: Entertain a motion.

Dan Saylor: I make a motion to approve the Fixed Asset Notification Form for the 2017 Ram 2500, 4X4 truck for Animal Control.

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.

(Fixed Asset Notification Forms, 2017 Dodge Ram, is located on Page 20 of these Official Minutes)

SOLAR ARROW BOARD

Roger Emmons: Next one (1) is a fifteen (15) bulb Solar Arrow Board purchased by the Storm Water Department. And it's a special machinery that can be charged either with the solar panels or regular commercial power. And I would also ask for a motion for approval.

Bob Johnson: Make a motion to approve the new fifteen (15) bulb Solar Arrow Board for Storm Water.

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.

(Fixed Asset Notification Forms, Solar Arrow Board, is located on Page 20 of these Official Minutes)

REQUEST FOR FMLA LEAVE

Roger Emmons: I have one (1) request for FMLA Leave. Got all the required paperwork with the signatures. I would recommend your approval.

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

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.

SBM MAILING SYSTEM SERVICE AGREEMENT

Roger Emmons: Next item, excuse me, is the SBM Mailing System Service Agreement, T1. This is an annual agreement. It's over in the Judicial Center, but I think someone in the Auditor's Office monitors that, is that correct? No, Clerk?

Debbie Stevens: Actually, it's your equipment.

Roger Emmons: Yeah, it's the Commissioners that entered into the agreement. So anyway, the cost for this year is one thousand seven hundred and eighty dollars ($1,780.00). That's an increase of eighty-five dollars ($85.00) over the 2016 agreement. This agreement will be effective from July 1st of this year to June 30th of next. And I would also defer to Todd for comment regarding Item P Indemnity, which I stated in a previous email to you, the current agreement, Todd advised not to approve that. So we struck it out and had the Board President initial that. They never said a word.

Todd Glass: Well that sounds like great advice to me. Let's do that again. I'd recommend approval of the contract striking Clause P and I've also submitted the first addendum to send back to SBM with the three (3) contractual provisions that we'll require. And with your approval you'll have Mr. Weisheit sign it on behalf of the Board.

Roger Emmons: Counsel and Commissioners I wanted to let you know I did send down that first addendum to SBM to see if I could get a signature before Marlin signed. And the lady down there, my contact, she commented that upon reading the addendum you sent me today, it has several items that were not including in the previous addendum.

Todd Glass: Um hum.

Roger Emmons: She's going to have to run it by their principle owner.

Todd Glass: Right. And those are two (2) clauses that I've since been suggested by other municipal attorneys to add in those addendums providing for the access to Public Records Act and the ability of the municipal government to cancel a contract in extenuating circumstances, which we have the right to do. So those are new provisions from last year. But again, very good ones.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to approve SBM Mailing System Service Agreement with the advice from our Counsel on the additions and striking out of the Clause P.

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.

(SBM Service Contract is located on Pages 20 through 21 of these Official Minutes)

APPEAL OF MEDBEN APPEALS COMMITTEE DECISION

Roger Emmons: Next I have a, occasionally we get these. This is the first one (1) on Cobra Coverage. It's an appeal of a MedBen Cobra Appeals Committee decision. And this involves the spouse of a previous employee who's eligible for Cobra Coverage. MedBen claims they didn't receive a premium payment in a timely manner, while the applicant claimed they did mail it and stated there'd been some issues recently with lost mail in their postal area. I would comment that, I think it was last Friday's Evansville Courier and Press, they had an article regarding that issue and the fact that they suspected a former employee of actually stealing mail in that area. So my recommendation would be to approve the appeal because the person that's been sending these in. I mean she's got copies of her checks.

Bob Johnson: I make a motion to approve the, the appeal.

Dan Saylor: Second.

Marlin Weisheit: Motion and a second.

Todd Glass: Mr. President?

Marlin Weisheit: Yes?

Todd Glass: And if, if I could suggest that we approve that on extra contractual basis.

Roger Emmons: Yes.

Marlin Weisheit: Okay. Would you include that in your motion?

Bob Johnson: Make a motion to approve as per our Attorney's advisement.

Marlin Weisheit: Okay.

Todd Glass: And that will just prevent us from interpreting our plan's language so that we're not creating a precedence on this but an ad hoc basis.

Marlin Weisheit: Thank you, Counsel. Your second?

Dan Saylor: I second, yeah.

Marlin Weisheit: So 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).

Roger Emmons: Thank you very much.

HEAD'S ELECTRIC SERVICE BID FOR ROOM

Roger Emmons: Next item, I've got a couple of other items. And the first one (1) has to do with the Head's Electric Proposal for Steve's office. Which also is the Building Department and Engineering. There's been some emails back and forth on this from June 15th through the 20th at least. Todd recommended an email to find out what the Commissioners wanted to do with this. Whether you wanted to reject all the quotes and roll it into your Courthouse Renovation Project, or allow them to proceed. But I don't believe the way they want to proceed is consistent with what they proposed from my conversations from them.

Dan Saylor: And what changed? What didn't they see when they looked at the quote?

Roger Emmons: That's a good question. You know, Todd, and I agreed with Todd, they're saying that, "Oh well we can do our proposal but we want to do it a different way." That's double speak at its worst.

Dan Saylor: We cannot hold them to their agreement and…?

Todd Glass: Certainly.

Bob Johnson: I think we can.

Roger Emmons: Oh, yes.

Todd Glass: And if that's your direction, I can certainly work with Roger to communicate something very clearly to them as to your preference.

Marlin Weisheit: The only thing about holding off on it, it's kind of like piecemealing. You know they was wanting to get those receptacles from sticking up on the concrete floor. Kind of a stumbling block. But we are getting close to working with the Old Courthouse Renovation and we might be able to hire an engineering firm to be doing the whole electric in this building. So we might be better off rather than piecemealing out one (1) little ole' office down there and spending five thousand dollars ($5,000.00) or whatever just to hold off since there's kind of a conflict here. And let's just do it when we redo the whole building is one (1) idea. Now we could hold them to it and go ahead and piecemeal a section together. But it's been like that for many years, hasn't it, Steve?

Steve Sherwood: At least.

Marlin Weisheit: That's part of your office. Do you see that being a problem if we hold off?

Steve Sherwood: I mean I see the logic in holding off and just having the whole Courthouse done. It may even save us some money from just doing our office independently from the rest.

Marlin Weisheit: Um hum.

Steve Sherwood: Our whole emphasis for getting this done was to get rid of some of the…

Marlin Weisheit: Stumbling…

Steve Sherwood: Floor mounted above grade outlets so we could re-carpet it. That could be done too as the entire building's done.

Marlin Weisheit: Yeah, and we hope to keep that on the front burner and the Council works with us.

Bob Johnson: Well, with all due respect, there's nothing that says we're going to be able to do the Courthouse Renovations.

Marlin Weisheit: No, there's not. There's not. Yeah. And if that's the case then we can always rebid it back out if something falls through on the Courthouse renovations. But…

Roger Emmons: Right and you know…

Marlin Weisheit: And I don't have a problem if you two (2) want to go ahead with it now at this time and ask Counsel to tell them, you signed a contract with us, let's do it. I mean it's…

Roger Emmons: There's no contract. They just…

Marlin Weisheit: They just sent a bid. Right, that's right.

Roger Emmons: Yeah, it's just a quote.

Marlin Weisheit: Yeah, and we accepted that bid.

Todd Glass: Correct.

Dan Saylor: Steve, for the scope of work being done, do you find that amount to be reasonable in your expertise?

Steve Sherwood: If it was going to do the work that they quoted it would be reasonable. I don't know what they're proposing to do that's different than what their quote already states.

Roger Emmons: My conversation with Chris Head the owner, first of all, he said he would lower the four thousand eight hundred ($4,800.00) by eight hundred dollars ($800.00). That'd make it an even four thousand ($4,000.00). But he still said there were going to be at least one (1) of those above grade receptacles that wasn't going to go away. And that was, he was there at both things with Joe had...

Marlin Weisheit: Pre-bid.

Roger Emmons: They had the pre-bid and that was a point of emphasis like Steve said. They also said they were going to come from above on the power supplies. And is there data lines involved in that?

Steve Sherwood: Yes. Power and data lines and phone lines.

Roger Emmons: They didn't vet, they didn't come up and take a look and all the sudden they want to change it to come up from below? It's just there's, I think there's enough there to, to, to reject it and either re-bid it or roll it into the project. But of course Bob's absolutely correct. We may not get that...

Marlin Weisheit: Yeah.

Roger Emmons: Council to fund that.

Bob Johnson: Well, chances are we will. Also if we hold them to, hold their feet to the fire on this contract, I don't know what you'll get.

Marlin Weisheit: Um hum.

Steve Sherwood: And then if it isn't consistent with where this project for the Courthouse Renovation wants to go in the future, it may cost us more to...

Dan Saylor: Just to undo it.

Steve Sherwood: Undo it.

Marlin Weisheit: Yeah. Yeah, that's what I was thinking. But it's totally up to you guys. I'm open to it. It's six (6) of one (1), half dozen of another.

Bob Johnson: You want to hold off on it, Dan? I think we should.

Marlin Weisheit: Okay.

Todd Glass: If, if you elect to hold off on the project, I will suggest reject all bids and notify all three (3) bidders. And we'll state the purpose of that is the Commissioners concluding that it would probably be more efficient to include it in the major overall project.

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

Dan Saylor: I make a motion to reject, reject all bids for the work for Suite 218...

Bob Johnson: 208

Todd Glass: 208

Dan Saylor: Or 208, I'm sorry.

Bob Johnson: I second.

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

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

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

WTH TECHNOLOGY MAP DATA APPLICATION AGREEMENT

Roger Emmons: One (1) last item is an electronic Map Data Application Agreement. This was sent to me by WTH Technology, INC, which they are the company that's our GIS Consultant. This company's application is from Theorem Geo which is a consulting firm that provides parcel management services for utility companies. They have opted to select the annual one thousand five hundred dollar ($1,500.00) continuous data option rather than the one (1) time

consideration of passing a motion to allow me to sign these on your behalf for future applications. That's what previous Boards have done. This Board can tell me one (1) way or another.

Marlin Weisheit: Anybody have any questions?

Bob Johnson: No.

Marlin Weisheit: If not, I'd entertain a motion. And I'm okay with our Administrator signing them myself. But it's up to you two (2).

Bob Johnson: I make a motion to approve the application agreement for the GIS Consultant with WTH Technology and to have the Administrator sign on future.

Marlin Weisheit: Okay.

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, Roger. That all you got?

Roger Emmons: Yes, Sir. Thank you very much.

(WTH Technology Contract is located on Pages 22 through 23 of these Official Minutes)

COUNTY ATTORNEY
SPECIAL SEPTIC PERMITS IN COUNTY AREAS
ORDINANCE 2017-15 SECOND AND THIRD READINGS

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

Todd Glass: Thank you, Mr. President. Carrying over from the last meeting, where the Board approved on First Reading the Ordinance amending Chapter 130 of the County Code providing for a Special Septic Permit process in County areas. And that is ready to approve on Second and Third Readings. It is Ordinance 2017-something.

Marlin Weisheit: '15.

Roger Emmons: '15.

Todd Glass: '15.

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

Bob Johnson: I make a motion to approve Ordinance 2017-15 amending Chapter 130 of the County Code.

Dan Saylor: Second.

Bob Johnson: For Second and Third Readings.

Marlin Weisheit: Have a motion and a...

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Todd Glass: Thank you, Mr. President. And we'll have the Board execute that Ordinance after the meeting.

(Ordinance 2017-15 is located on Page 23 of these Official Minutes)

RESOLUTION ADOPTING COUNTY EMPLOYEE PARKING SPACES
RESOLUTION 2017-15

Todd Glass: Also in front of the Commissioners today if you wish to take it up is a proposed Resolution of the Board of Commissioners regarding parking on the Courthouse Square. And resolving that the Board of Commissioners are adopting a policy that during regular business hours all County Officials, Department Heads, and employees of Warrick County shall park their vehicles only in designated areas more particularly described in a map that will be attached as an exhibit to the Resolution. And that the Warrick County Employee Handbook shall be amended to prohibit employees of Warrick County from parking their vehicles on the Courthouse Square during regular business hours. And if you wish to consider and pass that Resolution you may. And you may consider exactly when exactly you wish that to be effective.

Marlin Weisheit: What's the Resolution number on that, Roger?

Roger Emmons: 2017-15. Same as the Ordinance.

Marlin Weisheit: Okay.

Roger Emmons: Just so happened.

Marlin Weisheit: Wow. We're being consistent. You know, my thought is, let's, I'd like to see it go ahead and pass. We've been talking about this for months but let's give it some grace time maybe thirty (30) days or after our next meeting we set a definite date. I mean something to that effect. But if we did it middle of next month sometime, our next meeting is what, Roger? The...

Roger Emmons: I think that it is...July 10th.

Steve Sherwood: 10th.

Marlin Weisheit: That'll get everything cleared out before we...still don't know on the construction of the inner sidewalks. I talked to the City today. They're working out the final details with Vectren and our last meeting with Vectren was, once the City and them work out the final details, they think they'll have everything buried in two (2) months. So we can start the constructions. So we definitely want it to be in place and not be parking around there while we're doing all that demolition and getting ready for the new sidewalks and everything, so...

Todd Glass: Mr. President, if you wish to resolve and pass the Resolution 2017-15 today, you could have it effective the third full week of July, which the 17th is a Monday. Or August 1st. It's up to the Board when you'd like to have it effective. That'll give myself and Roger a chance to recommend the edit to the Employee Handbook on your meeting on the 10th and also get the word out to employees and Officials.

Marlin Weisheit: What's that date? July 17th?

Todd Glass: That's a Monday. I don't know why I picked that. Other than the 15th is a Saturday.

Marlin Weisheit: July 17th works for me. How do you guys feel?

Dan Saylor: Works for me.

Marlin Weisheit: Okay. Our first initial goal was, to that, June 1st, and we just didn't get everything in place by then. You okay with July 17th?

Bob Johnson: Yes, Sir, I am.

Marlin Weisheit: I'd entertain a motion. Cause we'll still have a meeting before we implement it, to approve the Handbook change.

Bob Johnson: Make a Resolution to adopt the County Employee Parking Spaces Resolution 2017-15 tabled from 06-12 (2017). Effective July 17th.

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: Mr. President, while we're on the subject of Vectren, I was wondering, Todd, have they sent you anything regarding the easement that they will need in which to bury their lines?

Todd Glass: No.

Roger Emmons: Okay. Thank you.

Todd Glass: I'll get that Resolution revised, Roger, and sent to you.

Roger Emmons: I appreciate that.

(Resolution 2017-15 is located on Page 24 of these Official Minutes)

ITEMS BROUGHT TO ATTENTION
PER DIEM ORDINANCE 2017-04

Todd Glass: And, Mr. President, if I could quickly advise the Board on a few miscellaneous matters...

Marlin Weisheit: Sure.

Todd Glass: A lot of things are going on. I need a variety of issues on some policies that we need to start discussing with your consensus on, through the Auditor's Office. We have the Per Diem Ordinance that we're looking at maybe tweaking or considering if anything needs to be done on that Ordinance.

PROCUREMENT POLICY

Todd Glass: The Auditor has learned and brought to my attention some Federal Regulations that require the County to have a Procurement Policy and we do not.

LATE FEES POLICY

Todd Glass: I believe we've been talking about a policy on late fees on the credit card and coming up with a policy as to keeping that from happening and, but if it does happen, who should pay those late fees.

ACTION ON FUND IN THE AUDITOR'S OFFICE

Todd Glass: And there's also another Fund through the Auditor's Office that needs some action on it also. So there's a variety of actions needed through the Auditor's Office. And I just wanted you to be aware of those issues. We can try to see how far we can advance those subjects between now and the next meeting with your involvement.

Marlin Weisheit: Okay. Sounds good.

MISTAKEN CONDEMNATION DISCUSSION

Todd Glass: We've been made aware of a mistaken Condemnation Action from 2007 between INDOT and Boonville that I've submitted to the Auditor and the Recorder's Office to see what issues that represents to them. But mistakenly Boonville conveyed twenty-eight (28) acres to INDOT instead of three (3).

Marlin Weisheit: Yeah.

Todd Glass: And we've got to figure that out.

Marlin Weisheit: I saw that today.

CLOUD STORAGE CONTRACT

Todd Glass: Doug Duncan had a Cloud Storage Contract. I did not communicate anything with him, but he's recommended approval for, Roger, do you know if that's, do you know anything about that?

Roger Emmons: No.

Todd Glass: Or should we just get that addressed at the next meeting?

Roger Emmons: I'll have to talk to Doug.

ISSUE REGARDING OWNERSHIP OF OLD COURTHOUSE AND JUDICIAL CENTER

Todd Glass: And, Mr. President, maybe a consensus from the Board. We have an issue regarding ownership of the Old Courthouse and the Warrick County Judicial Center, Judicial Center Building Corporation? Do you wish for me to proceed to get that corrected?

Marlin Weisheit: Yeah. Now that the Bonds are all cleared out and everything I think we're thinking about doing something with this building. We definitely need to get that cleared up.

Todd Glass: I will do that.

TAX SALE CERTIFICATES

Todd Glass: And I don't think that this was addressed, but regarding the Tax Sale Certificate assignments to Boonville NOW, we had one (1) parcel that, Tennyson was interested.

Marlin Weisheit: Um hum.

Todd Glass: In receiving, they actually did notify us timely. It was not untimely, but they were interested in the one (1) parcel in Tennyson. And...

Roger Emmons: And that was sent. I sent that off to Boonville NOW. Pretty sure I did. That was at 113 Oak?

Todd Glass: Yeah, did...

Roger Emmons: That was on the list?

Todd Glass: But did the Board decide to allow Tennyson, to take that, or just go to Boonville NOW?

Bob Johnson: We never discussed that here.

Marlin Weisheit: Yeah, and I don't think that Boonville NOW would have a problem with allowing them to take it. I mean they don't have any interest in it. We have had a meeting with Debbie Bennett-Stearsman since then, the other night. And we talked about that a little. But Ten...Boonville NOW has no interest in that building. But if they need to take it and turn it over to Tennyson, they'd be glad to, if that would keep it simple. Or if we just need to work with

Tennyson to make it easy. I mean we would do that for any town or city if they have an interest on these old buildings (inaudible) taxes.

Todd Glass: I'm not saying one (1) way or the other. I just, if, if that is something the Board wishes to consider, we just need to get with Boonville NOW and Tennyson and decide if that's what you're going to do and you can say if you want to. You can ask Tennyson, are they wanting to send it through the BEP Program to eliminate the blight on that parcel.

Marlin Weisheit: I think the problem is, the BEP is full, our million three ($1,300,000.00). Have four (4) houses on the bubble. I think we'll have funding on them. Since allowing these tax properties to go on, we've got our commitment now. And it's a timely think, you know. It takes about four (4) months once you take them and this is the last year. Cause once they come down and do their inspection, then it's two (2) months before the State approves 'em and gets 'em back to us. So there's no way to add another one (1) to the, and I think I told Kristi that the other day. We probably couldn't tear it down, but we could let you have the property. You know, but I don't think BEP will sign it up.

Roger Emmons: Well this is a different address in Tennyson other than the 113 that I already got.

Marlin Weisheit: I don't have my list here in front of me. I mean it was just, I know it was a property in Tennyson.

Roger Emmons: Kristi Adams came in the other day and talked to us.

Marlin Weisheit: Yeah.

Bob Johnson: I didn't think that there was anything on that piece.

Marlin Weisheit: I think that there's an old house on it or something.

Bob Johnson: Is there?

Marlin Weisheit: The one (1) she was talking about to us. I don't know.

Roger Emmons: Everyone, and there were several that they wanted to check into. The problem was some of the owners…

Marlin Weisheit: We couldn't get ahold of them.

Roger Emmons: Just couldn't get ahold of them.

Marlin Weisheit: And this is a volunteer program and you know, we spend time trying inquire, get ahold of the owners, make contact. She even said one (1) of them was in jail out of state.

Roger Emmons: That's right. In Florida.

Marlin Weisheit: One (1) of them's in Florida. And you know, it's just hard to make contact with these people. And that's what we've run into in a few cases.

Roger Emmons: We can check it.

Marlin Weisheit: But we can check on that and…

Todd Glass: Yeah, certainly. Just if it's going to go to Boonville NOW, that's fine. But if we decide to switch course to give it to Tennyson, then I'll do whatever the Board wishes.

Marlin Weisheit: I guess you could send an email to Kristi and 'cc' Debbie Bennett as well as Terry Phillipe in Boonville NOW. And Todd as well.

Roger Emmons: And maybe separate, Kristi, or include her in it?

Marlin Weisheit: Include her in it, yes.

Roger Emmons: Include her, okay.

Todd Glass: Thank you, Mr. President. That's all very helpful.

Marlin Weisheit: Thank you. You have anything else?

Todd Glass: No.

Marlin Weisheit: Alrighty.

COUNTY AUDITOR
CLAIMS

Marlin Weisheit: County Auditor for Claims then.

Debbie Stevens: Debbie Stevens, Warrick County Auditor. On your AP Voucher for this meeting, we have a total of twenty-four million seventy-seven thousand seven hundred ninety dollars and sixty-one cents ($24,077,790.61) and that does include Settlement, Tax Settlement.

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

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

Dan Saylor: Second.

Marlin Weisheit: Motion and a second to pay the Claims. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Debbie Stevens: Thank you.

(Claims are on Pages 24 through 26 of these Official Minutes)

NON-CERTIFIED CLAIM

Debbie Stevens: I have one (1) Non-Certified and it's for a total of one thousand and sixty-four dollars and nine cents ($1,064.09) credit card purchase with personal use purchase of forty-five dollars and seven cents ($45.07) on this particular claim.

Marlin Weisheit: Thank you.

Debbie Stevens: So it will require a separate motion. It's not on this.

Marlin Weisheit: Did you guys get a chance to review that one (1)?

Bob Johnson: I did.

Marlin Weisheit: Yeah. I'll be glad to sign it. I'll make a motion to approve that one (1) if someone wants to second. If you want to look at it.

Bob Johnson: I'll second.

Marlin Weisheit: I made the motion and Bob seconded it. All in favor say, aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Okay. Is that all you had then, Debbie? Okay, thank you.

(Non-Certified Claim is on Page 26 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
BRIDGE 374 BID AWARD TO BLANKENBERGER BROTHERS

Marlin Weisheit: We'll go on to Purchasing. Joe, you have anything today?

Roger Emmons: (Inaudible).

Marlin Weisheit: Oh, sorry, County Engineer. I tried to bypass Steve. He's too big to bypass.

Steve Sherwood: Thank you, Mr. President. Steve Sherwood representing Bobby Howard who could not be here this evening. He had one (1) item on the agenda. Bridge 374 construction, the award of the bid was taken under advisement at the last meeting. Blankenberger was the awarded bidder taken under advisement. I believe the County Attorney has prepared a contract for them and which will require approve and execution signatures as well as the bid acceptance from the original bid package submitted by BBBI.

Todd Glass: Roger, I have that over here and we'll add the bid proposal and its acceptance to your contract and both of those would be signed by the Commissioners.

Roger Emmons: Okay.

Steve Sherwood: I believe the Attorney will report to you that the proposal is in order.

Todd Glass: Yes, I would. We've reviewed it, and everything is in order. We drafted the contract and we'll attach the proposal and the RFP to the contract as exhibits. And with your approval, the Commissioners will sign the contract and we'll send it over to Blankenberger.

Marlin Weisheit: Anybody have any questions?

Bob Johnson: No, Sir.

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

Dan Saylor: I make a motion to approve the, or reward the bid for the three (3), Bridge 374 with Blankenberger Brothers.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thank you. Is that it for you?

Steve Sherwood: And just in reference to that Bridge. We do have the detour route now set up that will be used so there will be hard pavement for, while the bridge is closed for reconstruction. Which is basically Wethers Road and Roeder Road from State Highway 61 to Vann Road.

(Blankenberger Bid is located on Page 27 of these Official Minutes)

TIM MOSBEY ON LIMBS HANGING OVER COUNTY/CHANDLER TOWN ROADS

Marlin Weisheit: While we're on your business, I might ask Mr. Mosbey to come up. Former Commissioner, Councilman, current School Board Member.

Roger Emmons: Hi, Tim.

Marlin Weisheit: And I've passed this issue on to the other Commissioners and the Engineer, but you wanted to go on record where you'd spoken with Chandler.

Tim Mosbey: I was just here I guess to get the County Attorney to do something maybe. I went to the Chandler Town Council Meeting this past Monday night. McCool Road is an issue. It's getting very overgrown on the north side. I remember when the annexed all that, they have been mowing the roadsides for the last ten (10) years. I go to them and tell them the trees need to be trimmed and they tell me, that's not in their jurisdiction. That they, and I'm not going to quote their attorney, but I understood him to say, "I think when we annexed that, it only, that was when they could annex to the center of the road." I don't know the dates, Roger or Bobby. At one (1) time, I remember they could annex to the center of the road but then there was a certain time, you know, when it, you had to take the whole road. I don't care who does it, but it's got to be done.

Marlin Weisheit: Before you get your crops in this fall.

Tim Mosbey: Well I mean, well I met a van truck, a delivery truck from Kings there this morning and I mean he had to stop because he couldn't get over cause I was coming. I mean it's very overgrown. Very overgrown.

Marlin Weisheit: We need to get...

Tim Mosbey: Starting at the Chandler Town Limits, that would be on the east, eastern town limits. Berkshire I think is the name of the street all the way basically to Fourth Street. Now the map, Mr. Coghill there at Chandler provided me, that I gave you guys, I was not aware that they did not annex the old coal mine there and that whole 'S' curve area is supposedly still in the County. They've always cleaned the snow, they've always mowed the roadsides, they've always taken care of it. Maybe you need to send them a thank you letter for that. But we've just got to get something done on the north side of the McCool Road. It's just, it's bad. And what got me, when I first initially got on their agenda, I told them why I was coming, the next day their ditch bank mower mowed down low. That's the north side of the road. But then when it comes time to trim the trees, they say, 'no, no that's not part of our responsibility.' So you know, we've just got to do some investigating see...

Todd Glass: I'd be happy to, Mr. President. Look into it and see what we can learn and do it pretty fast.

Tim Mosbey: Yeah, because somebody's got to be responsible, I don't care which government agency does it. But it's got to be taken care of.

Marlin Weisheit: I think they annexed that in '75. You think, Steve?

Steve Sherwood: 1975, I'll send Todd the annexation paper. But it does not say anything about the center line of the road. It does describe to the section line. And the section line and the center line of road may be the same. But current State Law under annexations say you have to take all the road or none of the road. And they have been maintaining the roadway as Mr. Mosbey is saying. Even if this gap does exist in the County, we can't maintain that portion because it's not contiguous with the County roadway on either side. So they've created that issue as well.

Tim Mosbey: Right, and while you're checking, check into Inderrieden Road just north of Heim. It's very, very over...it's worse than McCool.

Marlin Weisheit: Yeah.

Tim Mosbey: Just that little, behind the funeral home there.

Marlin Weisheit: They always maintained that before.

Tim Mosbey: They always have.

Marlin Weisheit: I worked there for six (6) years and they maintained it.

Tim Mosbey: New Town Board.

Marlin Weisheit: New Town Board, yeah.

Marlin Weisheit: Do you want your copy? We have copies. We've made copies, if you need that one (1).

Tim Mosbey: I don't need it.

Steve Sherwood: I will send you the paperwork.

Tim Mosbey: I don't plan on doing it.

Marlin Weisheit: Okay, well I didn't know if you wanted though, a copy to keep so you can explain it to anybody else.

Tim Mosbey: Well...

Marlin Weisheit: You might as well, I, we've got copies.

Tim Mosbey: Alright, thank you.

Marlin Weisheit: Thank you for bringing it to our attention. We'll see what we can find out, Mr. Mosbey. Okay.

Roger Emmons: (Inaudible).

Marlin Weisheit: Yes, you can have that one (1).

Roger Emmons: Thank you, (inaudible).

Marlin Weisheit: Steve, you didn't have anything else, did you?

Steve Sherwood: No, Sir. Thank you.

COUNTY PURCHASING

Marlin Weisheit: Okay, Joe, did you have anything under Purchasing?

COUNTY SHERIFF
APPROVAL OF ANNUAL BCS MAINTENANCE AGREEMENT

Marlin Weisheit: Okay, we'll talk to the Sheriff then.

Brett Kruse: Brett Kruse, Warrick County Sheriff. The approval of the annual BCS Maintenance Agreement, that's paid out of E911, I believe. And it's up for approval again.

Todd Glass: And it's of course still in order. I just have the standard addendum that we send to them and I know we always then...

Roger Emmons: I, I got that back.

Todd Glass: Good, very good.

Roger Emmons: Kelsey Wright signed that and emailed it back to me.

Todd Glass: Very good.

Marlin Weisheit: Anybody have any questions?

Dan Saylor: Nope.

Bob Johnson: I make a motion to approve the annual BCS Maintenance Agreement for the Sheriff.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

(BCS Maintenance Agreement is located on Pages 28 through 29 of these Official Minutes)

DISCUSSION ON SHERIFF'S DEPARTMENT'S EMAILS BEING SAVED TO THE CLOUD

Marlin Weisheit: Anything else Sheriff?

Brett Kruse: The County Emails, it's my understanding, are all saved to the Cloud. But the Sheriff's Office is not. And I didn't know why but when that passed or when that was taken on, why the Sheriff's Office wasn't included in it. Right now ours is not save to a Cloud. And I didn't know if that was something you know to discuss or...

Marlin Weisheit: Is that something we can have Doug check into? Roger, or what's your..?

Roger Emmons: Yeah.

Marlin Weisheit: I mean...

Brett Kruse: Yeah, it's eight (8), it's eighteen dollars ($18.00) I believe or right around eighteen dollars ($18.00) per email address per year to go to the Cloud.

Bob Johnson: That's what I saw.

Brett Kruse: It's about fourteen forty ($1,440.00) or something for all of our users I believe.

Marlin Weisheit: A year?

Roger Emmons: Forty-eight thousand ($48,000.00)?

Brett Kruse: Huh?

Roger Emmons: What did you say?

Brett Kruse: Fourteen hundred and forty dollars ($1,440.00).

Roger Emmons: Oh, okay.

Marlin Weisheit: Per year.

Brett Kruse: Per year according to the information Doug sent me.

Bob Johnson: Are you backed up on the server?

Brett Kruse: We are but they can still be deleted off.

Roger Emmons: Okay, I'll get with Doug.

Bob Johnson: So it needs to be either exported or put on disk and sent out someplace.

Brett Kruse: I mean it's gonna come...

Bob Johnson: On the Cloud.

Brett Kruse: It'll come to a point where that server is going to be just like the old one (1) was and it'll be full and it'll be time to buy another one (1). And then, you know, and it, the bigger you get then the bigger the server you have to have and the more expensive.

Bob Johnson: And it's (inaudible) it's not cheap.

Brett Kruse: And then if it goes to the Cloud supposedly it's there perpetually.

Bob Johnson: It would be a cost savings.

Brett Kruse: Until the Cloud blows away.

Marlin Weisheit: And I can see in the out there where they really need to be protected and saved in case something comes up.

Brett Kruse: Well, and I think that they do to. We do get hundreds of garbage email a day.

Marlin Weisheit: Like everyone else.

Brett Kruse: According to Doug it doesn't cost any more to save that stuff that it does, I mean it's like eighteen dollars a year ($18.00) for everything you dump on it.

Marlin Weisheit: So, Roger, as far as funding, I guess we've already researched this. Do we have the funds to do that through...?

Roger Emmons: This would be an extra, I'd have to check the budget.

Marlin Weisheit: Okay. And it's something, we're getting ready to do budgets next year...

Roger Emmons: Right.

Marlin Weisheit: So, for next year, so yeah.

Roger Emmons: So an extra fourteen hundred dollars ($1,400.00)...?

Brett Kruse: Well, I think it's like fourteen forty ($1,440.00). I don't know exactly how many addresses we have up there that need to be saved.

Bob Johnson: I thought I saw an email on that, Roger.

Roger Emmons: Eighteen ninety-nine ($18.99) per email per year?

Brett Kruse: I believe that's right. Eighteen (18) something.

Marlin Weisheit: So, I mean, everybody else that's in the Judicial Center and in this building, a lot of them are saved, right? I mean on the Cloud? So we pay a fee for that.

Roger Emmons: Oh, yes, yes. As far as I know that's correct.

Brett Kruse: Yeah, I think they all are.

Marlin Weisheit: So...

Brett Kruse: And I don't know why when it was done the Sheriff's Office wasn't included in it.

Marlin Weisheit: You know you're just out there to yourselves. You know, you've got your own IT person. And I mean honestly that's what happens. You know that.

Brett Kruse: And, and I don't know, yeah, I don't know about the Drug, the Drug Services building.

Marlin Weisheit: Yeah.

Brett Kruse: If it is or not. But that's probably something that should be checked into.

Marlin Weisheit: Animal Control? I mean you never know.

Brett Kruse: I don't know.

Marlin Weisheit: Yeah.

Brett Kruse: Highway Department.

Marlin Weisheit: Highway Department.

Dan Saylor: Sheriff, eighteen (18) at fourteen forty ($1,440.00) is eighty (80) people. Is that number...?

Brett Kruse: That's real close to what we've got, yeah.

Marlin Weisheit: Jail and dispatchers. Officers, yeah.

Brett Kruse: But I don't know, Steve, do you know if the Highway Department's going to the Cloud?

Steve Sherwood: I don't, I don't know.

Brett Kruse: But that's, probably ought to check on that too.

Marlin Weisheit: Yep, while we're doing it.

Roger Emmons: I'll get with Doug. We'll make a report.

Brett Kruse: Because I know we had a T-1 Line buried between here and there a year or two (2) ago. So it ought to be, so everything was connected. Okay. I just wanted to...

Marlin Weisheit: Thanks for bringing it to our attention. We'll see what we can do, Sheriff.

Bob Johnson: Thank you.

Dan Saylor: Thanks, Sheriff.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Anybody have anything else?

Bob Johnson: No, Sir.

Marlin Weisheit: Commissioner Johnson, you're good? Mr. Saylor?

Dan Saylor: No, Sir.

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

Bob Johnson: I make a motion we adjourn. Oh, sorry.

KEVIN MEYER-APPRECIATION FOR WARRICK TRAILS

Marlin Weisheit: Come on up. Hi, Kevin.

Kevin Meyer: I have one (1) thing I want to say. Very seldom do I ever come up to the podium, but this is...

Marlin Weisheit: State your name.

Kevin Meyer: This is Kevin Meyer here. I'm from Knox County. But about three (3) weeks ago I participated, my wife, in the Victoria National, the 5 K they had out there for the, for the Trails Benefit.

Marlin Weisheit: Uh huh.

Kevin Meyer: And as a matter of fact, Dan was there. Dan, was you a participant in the race? Or was you…?

Dan Saylor: No, Sir.

Kevin Meyer: Oh, I didn't…

Marlin Weisheit: He cut the ribbon. He cut the ribbon. A very important job.

Kevin Meyer: Okay, but I just wanted to make a comment. It's a positive comment on your park out there. You know it, we walk, we hike my family and stuff and you guys have an excellent park out there. It's an excellent, excellent placement and there's a lot of room to growth. A lot of things could happen out there and it's really nice for your community and your County. You know, with all things set aside, I just wanted to say something positive. That it is a nice set up out there and you all should be very proud of it and keep working on it. Make it grow. Cause it's something good for your community.

Marlin Weisheit: Thank you, Kevin. Appreciate hearing that.

Kevin Meyer: That's all I wanted to say.

Marlin Weisheit: Good to see you today, Sir.

Dan Saylor: Good to see you.

Marlin Weisheit: Okay. Anybody else…

Bob Johnson: I make a motion to adjourn.

Marlin Weisheit: Have anything before we adjourn? Okay. Go ahead, Bob, I'm sorry.

Bob Johnson: No, Dan.

Dan Saylor: I'd just like to make an, recognize my nephew from South Carolina, Garrett Saylor, joining us. He wanted to see how County Government worked.

Bob Johnson: Hi, Garrett.

Dan Saylor: So I appreciate him coming, coming here and watching us in action.

Marlin Weisheit: Yeah, it is good to have you here today. Enjoyed talking to you. Okay, now we'll entertain a motion.

Bob Johnson: Make a motion to adjourn.

Dan Saylor: Second.

Marlin Weisheit: Motion to adjourn, all in favor say, aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:50 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

Robert H. Johnson

ROBERT JOHNSON, JR., MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

Sidewalk Acknowledgement

Date: June 21, 2017 Receipt#: 22065

NAME OF SUBDIVISION: Wyngate Section "A" -
as recorded in 2001R-011586 in the office of the Recorder of Warrick County, Indiana.
I hereby request acknowledgement of completion of sidewalks by the County-

NAME OF STREET	NO. OF LINEAL FEET
Wyngate Drive	387.0
Wyngate Circle	1862.2

Bruce Miller, Barrington Development Group
Subdivision Developer

This request is accompanied by a certificate of completion by Anthony D. Wilson Licensed Engineer, that the sidewalks were constructed in accordance with the plans approved by the Board of County Commissioners and as amended in a meeting of the Warrick APC.

A SMALL COPY OF THE SUBDIVISION PLAT MUST ACCOMPANY THIS REQUEST FOR STREET ACCEPTANCE.

I have inspected subject sidewalks and recommend acceptance.

County Highway Engineer

ACCEPTED:
Date: 6-26-17

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

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.

This instrument was prepared by:
Thomas Keith

ANDY EASLEY ENGINEERING, INC.
1133 WEST MILL ROAD, SUITE 205
EVANSVILLE, INDIANA 47710
TELEPHONE (812) 424-2481
FACSIMILE (812) 425-3463
www.easleyengineering.com

CIVIL ENGINEERS
LAND SURVEYORS
REGISTERED IN
INDIANA - KENTUCKY

June 21, 2017

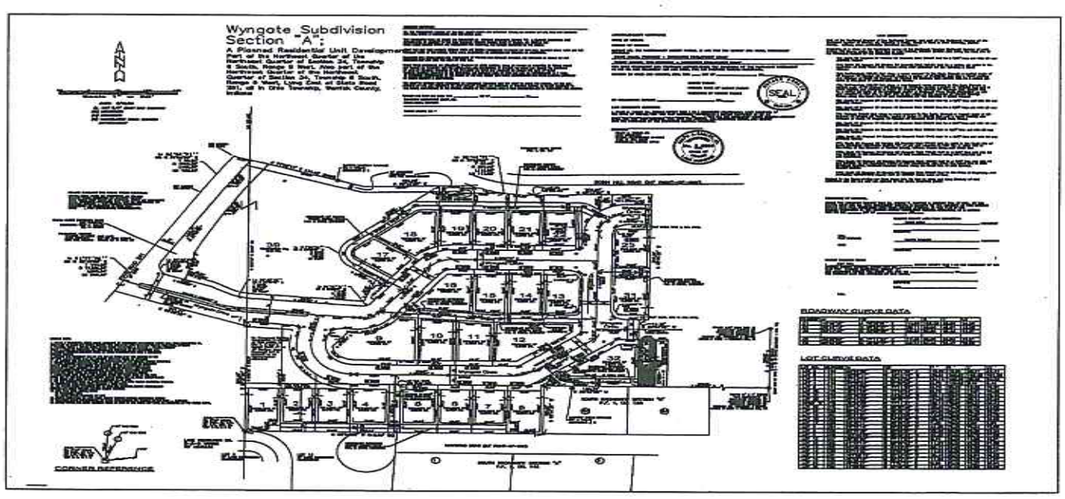
Certificate of Completions
Sidewalks

Wyngate Section "A" - .
Ohio Township, Warrick County, Indiana

This letter is to certify that the sidewalks of the above referenced subdivision were constructed in accordance with the Plans approved by the Board if County Commissioners and as amended in an Area Plan Commission meeting which allowed sidewalk on one side, in certain locations, due to issues with terrain.

FILED
JUN 2 2
WARRICK COUNTY
AREA PLAN COMMISSION

Anthony D. Wilson
Indiana Professional Engineer
Indiana Registration No. 21442



FILED
JUN 06 2017
WARRICK COUNTY
AREA PLAN COMMISSION

6/7/17

June 6, 2017

Warrick County Board of Commissioners
C/o Sherri Rector
107 W. Locust
Boonville, IN 47601

RE: Mallard Lake Sidewalk Extension Ph.1

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project, with no reduction to the current Letter of Credit amount. Please contact me with any questions you may have.

Sincerely,
Jerry Aigner
812-305-3884

Cc: File

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 6/26/17

FILED
JUN 06 2017
WARRICK COUNTY
AREA PLAN COMMISSION

6/7/17

June 6, 2017

Warrick County Board of Commissioners
C/o Sherri Rector
107 W. Locust
Boonville, IN 47601

RE: Mallard Lake Sidewalk Extension Ph.2

Gentlemen,

We are requesting that a one year extension be granted for the sidewalk construction for the above referenced project, with no reduction on the amount of the current Letter of Credit. Please contact me with any questions you may have.

Sincerely,
Jerry Aigner
812-305-3884

Cc: File

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 6/26/17

FILED
JUN 08 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Amount OK
6-26-17

June 8, 2017

Warrick County Area Plan Commission

Sherry Rector, Executive Director

RE: The Enclave at Woodfield posted surety

Dear Ms. Rector,

R.A. McGillem Custom Homes, LLC is requesting that the Warrick County Commissioners grant one additional extension of the posted surety for the completion of entrance construction for The Enclave at Woodfield in the same amount as is currently in effect.

We are making this request because there have been less than 75% of the lots that have been issued an Improvement Location Permit. We currently have a home under construction at the end of the cul-de-sac and also a home under construction in the middle of the block and would like to wait until the construction traffic has been completed before installing the final coat of asphalt. We plan on installing the final coat of asphalt this fall and will have the completion certified at that time.

Thank you for your time and consideration.

Ron McGillem, Manager

R.A. McGillem Custom Homes, LLC

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 6/26/17

(E) 7-10-17 AB

FIXED ASSET NOTIFICATION FORM

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

DATE OF TRANSACTION: March 31, 2017
ACCOUNT NO: P.O. NO:
ESTIMATED LIFE EXPECTANCY: MILEAGE OR HOURS: 14
CIP NUMBER: LOCATION: Animal Control
SERIAL OR VIN NUMBER: 3C6MR5AJ3HG695293
TOTAL/PARTIAL VALUE OF ASSET: $34,500
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: 2017 RAM 2500 4X4 Truck

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: RAM MODEL NO: 2500 ST 4X4
YEAR: 2017 LICENSE NO: 47253
ATTACH COPY OF REGISTRATION ✓
GROSS VEHICLE WEIGHT: TYPE OF FUEL: GASOLINE
TRUCKS ONLY
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: 06/26/2017 DATE COUNCIL APPROVED:
(ATTACH COPY OF MINUTES) ✓ (REAL PROPERTY VALUE > $9,999)
DATE BOARD APPROVED: SIGNATURE: Marlin Weisheit
(REAL PROPERTY ONLY)
PERSON RESPONSIBLE: Aaron Franz, Health Dep't. Administrator
SIGNATURE PRINTED NAME
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE: Roger E. Emmons, Administrator
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

AUDITOR'S USE ONLY
RECEIVED: ENTERED FIXED ASSET:
INSURED: AUDITOR'S INITIAL:

RECEIVED
JUN 30 2017
WARRICK CO. AUDITOR

FIXED ASSET NOTIFICATION FORM

DEPARTMENT: Storm Water Management
THIS NOTIFICATION IS FOR: (ADDITION) UPDATE TRANSFER DISPOSAL
ACQUISITION IS BY: (PURCHASE) DONATION LEASE TRANSFER
(ATTACH COPY)
15 Bulb Solar Arrow Board trailer 2 in Ball
DATE OF TRANSACTION: 05/16/17
ACCOUNT NO: 1197-000-5420.00 Equipment P.O. NO: 1000
ESTIMATED LIFE EXPECTANCY: Min 5 years MILEAGE OR HOURS: NA / New
CIP NUMBER: LOCATION: Storm Water Building
SERIAL OR VIN NUMBER: 5H1151015H1002330
TOTAL/PARTIAL VALUE OF ASSET: $4500.00
(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)
DESCRIPTION: 15 Bulb Solar Arrow Board trailer 2 in Ball

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)
BRAND OR MAKE: Wanco MODEL NO: WTSP
YEAR: 2017 LICENSE NO:
ATTACH COPY OF REGISTRATION
GROSS VEHICLE WEIGHT: 12000 lb TYPE OF FUEL: None
TRUCKS ONLY
IF DISPOSED - METHOD: SOLD $ TRADED JUNKED SCRAPPED
STOLEN/WRECKED END-OF-LEASE TRANSFERRED TO:
(ATTACH POLICE REPORT)
DATE BOARD APPROVED: DATE COUNCIL APPROVED:
(ATTACH COPY OF MINUTES) (REAL PROPERTY VALUE > $9,999)
DATE BOARD APPROVED: SIGNATURE:
(REAL PROPERTY ONLY)
PERSON RESPONSIBLE: Steven A. Sherwood
SIGNATURE PRINTED NAME
RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:
IF TRANSFERRED
RECEIVING PERSON'S SIGNATURE:
PRINTED NAME:

AUDITOR'S USE ONLY
RECEIVED: ENTERED FIXED A
INSURED: AUDITOR'S INITIA

gave to Roger 06/20/17 to sent to Rita / Ins.

SBM MAILING SYSTEM SERVICE AGREEMENT – T1

2040 Division Street, Evansville IN 47711
P: 812-475-8895 F: 812-475-0598
www.southernbusinessmachines.com

Customer Billing Information: Effective From: 07/01/2017 To: 06/30/2018

Customer Name: WARRICK CO COMMISSIONERS	Customer Number: WC03
Customer Address: 107 W LOCUST ST STE 301 ATTN: ACCOUNTS PAYABLE	Customer Name:
City, State, Zip Code: BOONVILLE IN 47601	Billing Contact Name: Debi Erdmann Contact Phone: 812-777-6120

*Shipping and Handling is billed separately. All payments are exclusive of sales tax.

ANNUAL SERVICE RATE: $1,780.00

Equipment Covered by this Service Agreement:

ITEM #	Serial Number	DESCRIPTION
IS6000B	MA1523000774	MAIL MACHINE BASE
IS8SMOP	MF1527001341	FEEDER
ISWP10	271503029076	WEIGHT PLATFORM
IS5DWM	MS1525001400	DYNAMIC SCALE
IS5CONVEYOR	MC1505008471	CONVEYOR/STACKER
IS9LCP	MC1523000163	MONITOR
ISPRINTER	CN55AHV0QH	INKJET PRINTER

CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT:

Customer	Southern Business Machines, Inc.
Signature: Marlin Weisheit	Signature: [illegible]
Title: President, Warrick County Commissione	Date: 6/16/17
Date: June 26, 2017	
Check Number: 059431	Date Received: 06/16/2017

SOUTHERN BUSINESS MACHINES, INC. SERVICE AGREEMENT
TERMS AND CONDITIONS

A. DEFINITIONS: Southern Business Machines, Inc. is identified in this agreement as "Dealer." The Company listed above is identified in this agreement as "Customer."

B. SCOPE OF SERVICES: The charges established by this Agreement include payment for maintenance performed by Dealer during normal business hours; telephone support, inspection, adjustments, on site parts repair or replacement and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase consumables including ink, meter tapes, sealing solution, brushes, sponges and software upgrades unless otherwise stated in this agreement. It is understood that the scope of services shall include only those items listed on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls, electrical issues, additional user training after installation, problems relating to or caused by software which was not supplied by Dealer and Network Connectivity problems are not included in the Scope of Services and will be billed at current hourly rates.

C. STANDARD TERMS: The Customer is responsible to provide adequate environmental conditions including proper ventilation, suitable power sources, access & space for maintaining the covered Equipment according to our specifications. The Customer agrees to provide the Dealer access availability Monday through Friday from 8 am to 4:30 pm.

- Assignment of your rights or obligations under this agreement has to be approved by Dealer to make sure that there is no increase in our risk of doing business.
- Dealer is in no way liable for incidental or consequential damages for nonperformance of any obligations under this agreement.
- This is the entire agreement between us. No statements or prior understandings, even if reduced to writing, or other documents are effective if they are inconsistent with this Agreement, or if they obligate us in any way beyond what is written here. Any terms or any other documents which add to, vary from, or conflict with these terms are hereby objected to. Payment terms will be specified on face of the invoice.
- By signing this Agreement, you have created a security agreement. You also represent that you are financially solvent and agree to remit payment when you are invoiced for it, according to the payment terms on the invoice.
- In the unlikely event we have to collect payments due from you beyond invoicing, we can hold you responsible for interest at the maximum lawful rate from the due date, collection costs, and reasonable attorney fees. Checks returned by our bank shall be considered past due and will be assessed a service charge of $35.00 plus late fees and applicable taxes.

D. PAYMENT: Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Dealer may cease performance under this Agreement if Customer is in breach under this or any other Agreement with Dealer. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.

E. ADVANCE INSPECTION: Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Such inspection is chargeable. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement. A billed contract renewal offer expires 14 days after the due date. Equipment is then required to be inspected by Dealer. Charges for the inspection will apply at current labor rates, plus parts & travel, to bring the equipment back to service.

F. REMEDIAL MAINTENANCE: During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer's normal service hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be

used and/or reconditioned. Parts that have been replaced will remain the property of Dealer. When in the Dealer's opinion the equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment.

G. SERVICE LIMITATIONS: Customer agrees Dealer will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of ink, liquids or other substance in the machine), and the breaking of covers, hinges, user interfaces, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using non manufacturer approved supplies including, but not limited to, ink, sealing fluid, software, etc., from any other source other than the service provider; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor, travel and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.

H. PARTS: Parts may be OEM original or non-OEM at the discretion of Dealer. Parts will be ordered ground delivery. Customer will be responsible for any expedited shipment fees.

I. RELOCATION: Customer agrees to be responsible for all costs associated with relocation. Relocation of equipment after installation is not covered under this Agreement. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate. The relocation of the covered equipment outside the servicing territory will void this agreement.

J. CUSTOMER RESPONSIBILITY: Customer will be responsible for meters when applicable, daily care and cleaning of the moistener brush/sponge, dusting Equipment, replacing Ink, replacing brush & sponge, clearing Jams, shipping and handling fees etc., (where applicable). In the event customer is unwilling to complete these operator functions, charges will apply at then current labor and travel rates.

K. LIABILITY LIMITATION: Dealer's total liability is limited to repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform it's obligations due to any cause beyond it's reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer pursuant to this Agreement.

L. TAXES: Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes.

M. DEFAULT: Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.

N. NOTICES: Notices required under this agreement shall be written and sent to Dealer at: 2040 E. Division St, Evansville IN 47711 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.

O. JURISDICTION: This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

P. INDEMNITY: With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and it's agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or it's agents, representatives or employees.

Q. EXCLUSIONS: Electronic Circuit Boards, Carriage Assembly Units and Consumable items such as but not limited to ink, meter tapes, sealing solution, brushes, sponges impression dies and ad plates are excluded from this agreement. When, in the company's opinion, an overhaul becomes necessary, an itemized estimate including material and labor will be presented for the customer's approval before overhaul work is started. The cost of the overhaul is in addition to the Annual Service Agreement. Should the customer deny having the equipment overhauled, the agreement will not be renewed. USPS/UPS/FEDEX rate updates are also excluded from this agreement unless otherwise specified in writing by an authorized representative of Southern Business Machines, Inc.

R. RENEWAL/TERMINATION: Length of term of the agreement is established on the front of this agreement under the "length of term" area and is established on the date of installation of the equipment. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice, no less than ninety (90) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect for twelve(12) months. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon ten (10) days written notice.

S. ASSIGNMENT: This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any future or additional owners of the covered Equipment without written consent of the Dealer, such permission not to be unreasonably withheld.

T. CONFIDENTIALITY CLAUSE: Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.

U. PRICE PROTECTION: The charges shown above are those currently in effect, and will remain in effect for the "length of term" of the agreement. All charges are subject to change at that point on. If the charges are increased after the "length of term" by more than 10%, the Customer may terminate this agreement on the effective date of such increase. Otherwise, the new charges shall become effective.

V. PROPERTY OF DEALER: Removed parts replaced by Dealer shall become the property of the Dealer. All drawings, designs, techniques & improvements (whether patentable or un-patentable) made or conceived by the Dealer or its agents or employees in the fulfillment of this contract, shall be the property of the Dealer and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person, any of such property. End of lease equipment is not the property of the Dealer. Any shipping charges to return end of lease equipment is the responsibility of the Customer.

W. PROVISIONS AS TO USE: Customer agrees covered equipment on the face of this agreement will not be altered beyond manufacturers specifications; will be located in an area where space will accommodate maintenance and repairs; will be located in a low humidity environment; will be located where electrical specifications meet manufacturer requirements; will provide IT support as needed. This agreement is limited to equipment regularly operated up to one eight hour shift per day. If operated more than one eight hour shift per day, an increase in the annual rate will apply as follows: Two shifts… 100%. Three shifts… 200%. For installations with a high maintenance experience, a special rate will be established at any time during the term of this agreement and a new agreement signed.

X. RISK OF LOSS: The risk of loss, injury or destruction of said equipment from any cause whatsoever, at all times subsequent to the coverage thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the Customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this Agreement.

Y. ACCEPTANCE: With respect to the equipment specified here, this agreement contains the entire agreement of the parties hereto, conditionally or otherwise and supersedes any contract or agreement of prior date between the undersigned Customer and the Dealer and is subject to final acceptance by the Dealer, at its house office, in Evansville IN. The execution of this agreement shall not affect any of the terms and conditions of the Software License granted to the customer pursuant to the Software License Agreement between the parties.

Z. DEALER ASSIGNMENT: Dealer may sell or assign all of its rights to the Service Contract and all monies due under this agreement. Upon notice of assignment of rights, Customer will make all payments directly to the assigned Company.

Copier Contract 10.9.15docx

First Addendum

WHEREAS, Southern Business Machines, Inc. ("SBM") and Warrick County, Indiana ("County") entered into a Mailing System Service Agreement effective July 1, 2017 to June 30, 2018 ("Service Agreement"); and

WHEREAS, said parties wish to supplement the terms of said Service Agreement as provided herein.

NOW, THEREFORE, the parties do agree that the Service Agreement shall incorporate the following terms as though originally set forth therein:

A. E-Verify.

1. As required by IC 22-5-1.7, SBM is enrolled in or will enroll in and will verify the work eligibility status of all our newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. SBM understands that it is not required to participate should the E-Verify program cease to exist. SBM also understand that it is not required to participate if SBM is an individual and does not employ any employees.

2. As required by IC 22-5-1.7, SBM will not knowingly employ or contract with an unauthorized alien and will otherwise comply with said statute. Further, SBM will require subcontractors who perform work under any contract with County to certify to SBM that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. SBM will maintain this certification throughout the duration of the term of a contract with a subcontractor.

3. SBM understands that County may terminate for default if SBM fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by County.

B. Access to Public Records Act (APRA) Clause.

SBM understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Service Agreement, whether the same is in the possession and control of SBM or the County, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

C. Termination by County.

Notwithstanding any other term to the contrary in the Service Agreement, County may terminate this Service Agreement at any time upon thirty (30) days prior notice to SBM. In the event of such termination, SBM shall be entitled to receive only payment for the undisputed invoice amount of conforming goods and services delivered as of the date of termination, except that

such payment amount shall not exceed the estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

D. Payment Clause.

SBM shall submit an invoice to County no more than once every thirty (30) days detailing the supplies and/or services provided to County within such time period. County shall pay SBM for such supplies and/or services within thirty-five (35) days after the date of the County's receipt of SBM's invoice detailing same, so long as and to the extent such supplies and/or services are not disputed, are in conformance with the specifications set forth within the Service Agreement, and SBM has otherwise performed and satisfied all the terms and conditions of this Service Agreement.

Southern Business Machines, Inc.	Warrick County, Indiana
By: Jennifer Stevens	By: Marlin Weisheit
Name: Jennifer Stevens	Name: Marlin Weisheit
Title: Pres.	Title: President, Board of Commissioners
Date: 6/27/17	Date: 6-26-17

WTH
WHERE TECHNOLOGY HAPPENS

RECEIVED
JUN 2 6 2017
By

June 22, 2017

Roger Emmons
Warrick County Administrator
107 West Locust Street, Suite 301
Boonville, IN 47601

Re: Electronic Map Data Application Agreement

Dear Auditor,

Attached is a copy of the Electronic Map Data Application from Theorem Geo requesting County GIS Data. Theorem Geo is a consulting firm that provides parcel management services for utility companies. For this request, Theorem Geo has selected the annual $1,500 continuous data option rather than one time $750 option. Please add this Application to the next County Commissioners meeting so that it can be considered for approval.

After the applications are executed by the Commissioners, please return a copy of the original signed by the Commissioners to Steve Leatherman at steveleatherman@wthgis.com.

When the fully executed application is received by WTH, the requesting client will be notified. Once payment is received from the requesting client, WTH will send the GIS Data to the client and a check for $500 will be sent to the County for the use of the GIS Data.

If you have any questions about the Application or the approval process, please call Steve Leatherman at 888.225.5984. Thank you.

Respectively,

Anita Cardone
Contract Administrator
WTH Technology, Inc.

Enclosure

3665 Washington Boulevard - Indianapolis, Indiana 46205 - (317) 259-0105 - Fax (317) 259-1423

Warrick County
Electronic Map Data Application Agreement

1. Applicant Information:

Name	Dallas Hoffman, GIS Technician
Company	Theorem Geo Associates, LLC
Address	222 South Church St., Suite 100, Charlotte, NC 28202
Phone Number	(704) 787-5204
Email Address	dhoffman@TheoremGeo.com
Purpose of Request	Utility Parcel Management

2. Map Layer Request: What follows is a listing of map layers with an indication of current availability (A– Available). Put an "x" by the Available layers that you are requesting.

Select	Map Layers	
	Addresses	A
	State and Federal Highways	A
	Local Roads	A
x	Parcels	A
x	Lot Lines	A
x	Parcel Notes	A
	Subdivisions	A
	Soils	A
	Water (Lakes, Rivers, Streams)	A
	County Boundary	A
	Township Boundaries	A
	Municipal Corporate Boundaries	A
	Legal Sections	A
	Planning Districts	
	Zoning Maps	A
x	Railroads	A
	Airports	
	Ports	

Select	Map Layers	
	School Districts	
	Voting Precincts	
	Watersheds	
	Flood Boundaries	A
	Legal Drains	A
	Dams	
	County Bridges	A
	Landmarks	
	Public Recreation Areas	
	Utility Boundaries	
	Geodetic Controls (HARN)	
	Legal Section Corners	
	County Commissioner Districts	
	County Council Districts	
	USPS (Service Number Boundary)	A
	Census Block Group Boundaries	
	Zip Code Boundaries	

1

3. Use Restrictions and Notice: - Pursuant to the provisions of Indiana Code 5-14-3-3(c), and the County's Electronic Map Data Ordinance, no person, other than those authorized in writing by the Board of Commissioners, may use the electronic map data provided by the County for commercial purposes, including to sell, advertise, or solicit the purchase of merchandise, goods, or services, or sell, loan, give away, or otherwise deliver the information obtained by request to any other person for these purposes. This includes the repackaging or direct assimilation of electronic map data for a commercial purpose in paper or electronic media. The electronic map data may be used as a reference for determining the accuracy of maps developed independently from the County's electronic map data.

A person who uses information in a manner contrary to the Ordinance or a rule or ordinance adopted under Indiana Code 5-14-3-3 may be prohibited by the County from obtaining any electronic map data.

The following notice regarding data ownership, restrictions, and qualifications shall be provided to every person that receives a copy of the County's electronic map data.

Warrick County electronic map data is the property of Warrick County, Indiana. All electronic map data supplied by Warrick County has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The County does not guarantee the positional or thematic accuracy of the data. The cartographic digital file server is not a legal representation of any of the features depicted, and the County disclaims any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be and/or expressly excluded. The data represents an actual reproduction of data contained in the County's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. Therefore, the County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify Warrick County and its employees and officers. This indemnity covers reasonable attorney's fees and all court costs associated with the defense of Warrick County arising out of this disclaimer. The recipient may copy this data into computer memory or onto computer storage devices and prepare derivative works from it for the recipient's own use.

4. Use Violation Penalty: - Any person(s) who violates the terms and conditions of the Ordinance by failing to pay the service fee for the electronic map data shall be liable for the total fee charged for the electronic map data plus attorney's fees and the cost of collection.

Any person(s) who violates the restrictions on the use of electronic map data as set forth in Section 2 of this Agreement shall be guilty of an infraction and may be fined by the County up to Two Thousand Five Hundred ($2,500), and each violation shall be deemed a separate offense. Also, in the event that there is an improper use of electronic map data as set forth in Section 2 of this Agreement or in violation of State or Federal Law, the County may prohibit the person(s) (as defined by Indiana Code 5-14-3-2) from obtaining any electronic map data and seek injunctive relief from any misuse of electronic map data by the person(s) who originally paid the service fee for the electronic map data or any other person(s) who has received a copy of the electronic map data.

5. Total Fee: $1,500.00 (See attached Fee Schedule)

6. Effective Date: This Agreement shall be effective the 19th day of June, 2017.

WARRICK COUNTY
BOARD OF COMMISSIONERS

Marlin Weisheit, President

Dan Seiter, Vice President

Robert H. Johnson, Jr., Member

APPLICANT

2

Fee Schedule
Electronic Map Data

Review the various items in the Fee Schedule and select the ones that you are requesting. When the fees have been calculated, and totaled, fill in the total fee in the space provide in section 5 of the Electronic Map Data Application Agreement.

1. County Map Layers

$1,500.00 Continuously Updated Map Layers: An annual fee of $1,500, paid in advance, for the continuous transmission of available and disclosable countywide non-photo electronic map data layers. The continuous streaming of updated data also requires the one-time installation of a WTH UDX GIS data exchange software license at a location designated by the applicant ($700.00), and an annual subscription fee ($360.00/Year). The same UDX connection can be used for streaming GIS data from one or more Counties.

$_____ **One Time Delivery of Map Layers:** A fee of $750, paid in advance for a one-time delivery of available and disclosable countywide non-photo electronic map data layers delivered on a CD or by FTP transfer.

Aerial Photography: State and County Orthophotography is available for free download from the Indiana University, Indiana Spatial Data Portal at: http://gis.iu.edu/datasetInfo/statewide/index.php .

2. Subsets of County Map Layers (for less than countywide areas)

$_____ **One Time Delivery of Map Layer Subset:** A fee of $150 per hour for the preparation of one time specifically requested subsets of County electronic map data delivered on a CD. The total amount of the fee to be calculated by County's Electronic Map Data Provider.

3. Separating Disclosable and Nondisclosable Data

$_____ A fee of $150.00 per hour for computer programming required to separate disclosable and nondisclosable electronic map data if this is required as part of a one-time map data request. The total amount of the fee to be calculated by County's Electronic Map Data Provider.

TOTAL FEE: $1,500.00

Questions - If there are any questions by the Applicant in filling out the Electronic Map Data Application Agreement, or determining the appropriate fees, please contact the County's Electronic Map Data Provider:

WTH Technology, Inc.
3665 Washington Blvd.
Indianapolis, IN 46205

Phone: 317.259.0105
Fax: 317.259.1423
E-Mail: mail@wthtechnology.com

3

ORDINANCE 2017-15

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, ALLOWING A SPECIAL RESIDENTIAL SEPTIC PERMIT

WHEREAS, the Board of Commissioners of Warrick County, Indiana, recognize the public health importance of requiring homeowners to connect to public sewer systems; and

WHEREAS, the Section 130.02 of Warrick County Code of Ordinances has been adopted to include various rules and regulations requiring property owners in Warrick County to connect to available public sewer, combined sewer or sanitary sewers as opposed to private sewage disposal systems if certain conditions are met, and that a very strong public interest exists for such rules to promote residential growth and development, and to guarantee the health and safety of the citizens of Warrick County; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, also recognize that it is possible if certain criteria are met that it may economically unfeasible for certain new home builders to connect to available public sewer, combined sewer or sanitary sewers; and

WHEREAS, the Board of Commissioners of Warrick County, Indiana, desire to amend the Code of Ordinances to establish specific criteria for a residential home builder to request a special permit to install a private sewage disposal system.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Warrick County, Indiana that Section 130.02 of the Code of Ordinances of Warrick County, Indiana is hereby amended to include a new subsection "I" which shall state as follows:

§130.02 SYSTEM REGULATIONS.

* * * *

(I) Whenever an available public sewer, combined sewer or sanitary sewer ("Public Sewer") approved by the Public Service Commission or the Indiana State Board of Health is contiguous or within 300 feet of the building line (as established by Warrick County zoning ordinance) of a residential property that is being developed for a residential home and is situated within the County, a direct connection shall be made to said Public Sewer. The County Board of Health may grant a special permit waiving this connection requirement if the residential homeowner provides the County Board of Health with the following:

1. The applicable municipal works board waives in writing any tap-in rights the municipal works board may have or otherwise waives the municipal works board's enforcement rights under Ind. Code §36-9 *et. seq.*, against the homeowner and all successors-in-title, unless and until (a) the homeowner or successor-in-title

consents to the public sewer tap-in, (b) the residential property receiving said waiver is annexed by a municipality, or (c) the septic system fails thereby creating a public health hazard as determined by the County Board of Health; and

2. A written statement by the homeowner affirming that the cost to connect to the public sewer line is equal to or exceeds the cost of installing any acceptable private sewage disposal system.

The above ordinance is passed and adopted by the Warrick County Board of Commissioners this 26TH 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

RESOLUTION 2017-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WARRICK COUNTY, INDIANA, REGARDING PARKING IN THE COURTHOUSE SQUARE

WHEREAS, it has come to the attention of the Board of Commissioners of Warrick County, Indiana, (hereafter, "Warrick County"), that vehicular parking in and around the Courthouse Square in downtown Boonville, Indiana, has become congested;

WHEREAS, Warrick County desires to assist the businesses located in the Courthouse Square by improving traffic flow and the accessibility of patrons to local business located in the Courthouse Square;

WHEREAS, Warrick County further desires to assist the City of Boonville, Indiana, in its efforts to improve traffic flow and patron accessibility to local businesses located in the Courthouse Square;

WHEREAS, in accordance with the Maintenance Agreement that Warrick County and the City of Boonville entered into on the 3rd day of July, 2003, it is the intention of Warrick County to maintain a certain amount of vehicular parking spaces available in the Courthouse Square for official Warrick County business;

WHEREAS, it is not the intention of Warrick County to maintain any vehicular parking spaces in the Courthouse Square for officials, department heads or employees of Warrick County, unless otherwise designated by Warrick County;

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

That the Board of Commissioners of Warrick County, Indiana, hereby adopts a policy effective July 17, 2017, that during regular business hours all county officials, department heads and employees of Warrick County, Indiana, shall park their vehicles only in designated areas as more particularly described as "A", "B" and "C" on the map attached hereto as Exhibit A, and that the Warrick County Employee Handbook shall be amended to prohibit employees of Warrick County from parking their vehicles in the Courthouse Square during regular business hours.

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

[Please see signatures on the following page]

Commissioners' Resolution 2017-15

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) 423-3592
Warrick County Attorney

Page 2 of 2

Warrick County Claims for Payment

ACKERMAN OIL CO INC	$	179.22
AIGNER HARDWARE	$	524.48
ALEXANDER FUNERAL HOME--EAST	$	100.00
ALPHA LASER SERVICES	$	100.13
AMERICAN LEGAL PUBLISHING CORP	$	943.85
AMERICAN SCREENING CORPORATION	$	698.00
AMERICAN STAMP & MARKING PRODUCTS	$	16.15
ARCHITECTURAL SALES, INC.	$	25.00
AXIS FORENSIC TOXICOLOGY	$	250.00
B-HIVE PRINTING	$	119.95
BACKYARD BLASTS, LLC	$	150.00
BEST ONE TIRE & SERVICE	$	1,625.50
BOB BARKER COMPANY INC.	$	921.33
BOONVILLE LAWN AND GARDEN INC.	$	87.99
BRIAN'S CONCRETE SUPPLIES	$	548.80
BUMPER TO BUMPER / BTB CHANDLER	$	19.87
BUSINESS EQUIPMENT	$	15.00
CARTER LUMBER	$	356.16
CDW GOVERNMENT, INC.	$	1,190.34
COCA COLA BOTTLING CO	$	300.50
DANIEL ROACH	$	500.00
DON'S MUFFLER SHOP	$	47.93
EROSION RESOURCES & SUPPLY	$	1,131.00
EVANSVILLE WINSUPPLY CO.	$	835.00
GATEWAY PIPE & SUPPLY, INC	$	9,500.00
GEM CHEMICAL COMPANY, INC.	$	2,151.27
GORMAN, CHARLES T.	$	50.00
GRAINGER	$	398.68
HUTSON, INC.	$	318.56
IMPCO	$	695.92
J & J SUPPLY, INC.	$	2,812.46
J.E. SHEKELL, INC.	$	625.34
KEVIN SCOTT SR/S&S TREEMASTERS	$	1,500.00
KLM SALES & SERVICE	$	1,394.14
KUT KWICK CORP	$	173.73
LAW CHEVROLET BUICK PONTIAC	$	2,476.43
LOWELL'S AUTO SERVICE	$	132.99
MCKESSON MEDICAL-SURGICAL INC.	$	70.71

MENARDS	$	198.42
MEYER TRUCK EQUIPMENT	$	58.63
MOUNTS ELECTRIC INC.	$	735.84
MULZER CRUSHED STONE, INC.	$	10,091.81
NEWBURGH POLICE DEPARTMENT	$	2,000.00
O'REILLY AUTO PARTS	$	177.81
OFFICE DEPOT, INCORPORATED	$	126.89
PAXTON MEDIA GROUP, LLC	$	508.30
POSEY'S SUPERMARKET INC	$	10.96
PRECISION DYNAMICS CORP.	$	759.03
PRO CHEM, INC.	$	123.22
PRO TEX ALL COMPANY	$	113.60
QUILL CORPORATION	$	49.00
RENEWABLE RESOURCES	$	210.00
RITA BRADSHAW	$	450.00
RYANS ACE HARDWARE	$	92.67
SATELLITE TRACKING OF PEOPLE LLC	$	1,446.00
SENTINEL OFFENDER SERVICES LLC	$	333.00
SHERWIN-WILLIAMS	$	29.87
SOUTHEASTERN EQUIPMENT CO.,INC	$	1,934.08
STAHL, JEFFREY	$	50.00
STAPLES	$	28.95
STERNBERG INTERNATIONAL INC	$	307.77
STEVE BYERS	$	50.00
STEVEN BYERS	$	50.00
THE AMERICAN CRIMINAL JUSTICE INSTITUTE	$	135.00
THE HOME CITY ICE COMPANY	$	273.84
THE MURPHY ELEVATOR CO INC	$	169.60
TOTAL COURT SERVICES	$	131.75
TOWN & COUNTRY POOLS, INC.	$	68.95
TRANE SUPPLY	$	483.19
TRI-STATE LIGHTING & SUPPLY CO INC	$	222.66
TRI-STATE REPORTING, INC.	$	71.60
TRI-STATE SYSTEMS INC	$	1,973.22
TYLER NEFF	$	450.00
UNIFIRST CORPORATION	$	186.86
US BARRICADES	$	900.25
VERL WHITE	$	50.00
VISION GREEN	$	847.50
WABASH VALLEY SERVICE CO	$	4,535.48
WARRICK AUTOMOTIVE SUPPLY	$	499.46
WARRICK CO JAIL COMMISSARY	$	574.00
WARRICK COUNTY TREASURER	$	2,049.20

WARRICK PUBLISHING CO	$	121.28
WHAYNE SUPPLY CO.INC.	$	11.22
WTH TECHNOLOGY, INC.	$	3,450.00
AFLAC PREMIUM HOLDING	$	4,480.18
BENISTAR/HARTFORD-6795	$	18,909.63
BOONVILLE-WARRICK LIBRARY	$	582,657.50
CLERK - WARRICK COUNTY SUPERIOR COURT	$	430.93
CLERK-TREASURER--BOONVILLE	$	2,204,251.34
CLERK-TREASURER--CHANDLER	$	404,100.17
CLERK-TREASURER--ELBERFELD	$	133,519.05
CLERK-TREASURER--LYNNVILLE	$	129,270.86
CLERK-TREASURER--NEWBURGH	$	577,224.33
CLERK-TREASURER--TENNYSON	$	16,729.97
TEAMSTERS LOCAL #215	$	2.00
DIVISION OF CHILD SUPPORT	$	104.00
FIRST BANKCARD	$	644.81
GEM CHEMICAL COMPANY, INC.	$	10.27
HOLIDAY INN EXPRESS	$	535.00
HOLLY KEY	$	250.00
KING, HOLLY A.	$	32.70
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	187,004.80
MERCEDES MEDICAL	$	34.00
MORRIE DOLL	$	559.31
NEWBURGH-OHIO TOWNSHIP LIBRARY	$	353,547.89
REDWOOD TOXICOLOGY LABORATORY INC.	$	231.00
REDWOOD TOXICOLOGY LABS	$	1,037.50
RESIDENCE INN COLUMBUS	$	910.00
SARAH E REDMAN	$	250.00
SPENCER COUNTY CLERK	$	30.00
THOMSON REUTERS	$	911.90
TREASURER OF STATE-ACH	$	1,386,705.94
TRUSTEE -- ANDERSON TOWNSHIP	$	215,933.98
TRUSTEE -- BOON TOWNSHIP	$	88,452.02
TRUSTEE -- CAMPBELL TOWNSHIP	$	17,321.67
TRUSTEE -- GREER TOWNSHIP	$	25,794.22
TRUSTEE -- HART TOWNSHIP	$	21,311.52
TRUSTEE -- LANE TOWNSHIP	$	5,756.04
TRUSTEE -- OHIO TOWNSHIP	$	882,700.01
TRUSTEE -- OWEN TOWNSHIP	$	11,374.99
TRUSTEE -- PIGEON TOWNSHIP	$	38,275.97
TRUSTEE -- SKELTON TOWNSHIP	$	76,965.73
U.S. BANK	$	156.23
VICTORIA CONSERVATION LLC.	$	201.26

VINCENT, DAVID A.	$	727.72
WARRICK COUNTY SCHOOL CORP.	$	3,798,025.26
WARRICK COUNTY TREASURER	$	11,911,740.79
WARRICK SOLID WASTE MGT DIST	$	871,879.32
XEROGRAPHIC BUSINESS SYSTEM	$	64.10
AMBER WHITTENBRAKER	$	5.81
APPLIED LAND SOLUTIONS	$	4,087.50
ARROW PLANNING GROUP	$	6,000.00
ASSOCIATION / INDIANA COUNTIES	$	90.00
B & B MOWING LLC	$	1,550.00
BOONVILLE NATURAL GAS CORP.	$	96.17
BOONVILLE UTILITIES	$	420.24
CHANDLER UTILITIES	$	20.39
CORRISOFT, LLC	$	453.20
DUKE ENERGY	$	153.93
FELTS LOCK CO., INC.	$	30.00
FIFTH THIRD BANK	$	597.19
FINE & HATFIELD, PC	$	9,462.00
IACCAC FALL TRAINING INSTITUTE	$	100.00
INDIANA COUNTY TREASURERS' ASSOCIATION	$	300.00
JACOB GREAR	$	76.20
JBI CONSTRUCTION INC	$	13,430.00
JERRY ASH	$	200.00
MILLER, JOHNATHAN	$	230.55
OLD NATIONAL BANK - BONDS	$	500.00
SANOFI PASTEUR INC	$	493.62
SHERATON INDIANAPOLIS-KEYSTONE	$	816.00
SHERRY WILLIAMS	$	200.00
SIRS (SO IN RESOURCE SOLUTIONS	$	20,000.00
SOUTHERN BUSINESS MACHINES, INC.	$	1,780.00
SOUTHWESTERN BEHAVIORAL HEALTH CAR INC	$	217,461.00
SPRINT	$	51.57
TIME WARNER CABLE	$	221.91
TRACTOR SUPPLY CO	$	161.04
TREASURER OF STATE-ACH	$	40.00
U.S. BANK	$	303.83
VAN AUSDALL AND FARRAR	$	55.80
VECTREN ENERGY DELIVERY	$	1,335.28
VERGON & ASSOCIATES FIRE INVESTIGATION	$	1,226.80
VERIZON WIRELESS	$	1,170.39
WARRICK COUNTY DRUNK DRIVING COURT	$	2,500.00
WARRICK PUBLISHING CO	$	53.82
WARRICK SOLID WASTE MGT DIST	$	1,384.00

WOWI BUSINESS	$	4,632.07
ALPHA LASER SERVICES	$	128.00
BOONVILLE NATURAL GAS CORP.	$	47.29
BOONVILLE UTILITIES	$	77.70
BRETT M ROY	$	937.50
CIOX HEALTH	$	328.06
CORRISOFT, LLC	$	251.60
DAVID C CERLING	$	900.00
DEACONESS HOSPITAL	$	131.75
ECONOMIC DEV COALITION OF SW IN	$	42.00
GEM CHEMICAL COMPANY, INC.	$	100.42
HOUSTON LANDSCAPING	$	360.00
KATHY DISINGER	$	200.00
MOUNTAIN VALLEY OF EVANSVILLE	$	30.50
TIME WARNER CABLE	$	512.64
TRACI WILLIAMS	$	200.00
WARRICK COUNTY TREASURER	$	1,387.89
WARRICK PUBLISHING CO	$	140.74
BAMBERGER FOREMAN OSWALD HAHN	$	8,474.04
BEN LABHART	$	416.88
BOONVILLE UTILITIES	$	3,899.66
CHANDLER UTILITIES	$	24.63
CLERK-TREASURER--BOONVILLE	$	9,089.30
CLERK-TREASURER--CHANDLER	$	4,883.94
CLERK-TREASURER--ELBERFELD	$	1,061.86
CLERK-TREASURER--LYNNVILLE	$	1,338.14
CLERK-TREASURER--NEWBURGH	$	5,041.97
CLERK-TREASURER--TENNYSON	$	450.27
CROWNE PLAZA UNION STATION	$	774.00
DELTA PROPERTIES LLC	$	2,409.00
DEPARTMENT OF TRANSPORTATION	$	2,923.50
DOSSETT CONSULTING	$	500.00
FIRST BANKCARD	$	596.59
INDIANA AMERICAN WATER	$	38.62
INDIANA OFFICE OF TECHNOLOGY	$	125.44
PIKE GIBSON WATER, INC	$	16.70
ROYAL CROWN BOTTLING CO	$	944.50
SAM'S CLUB/GECRB	$	223.39
THE TOWN OF NEWBURGH	$	107.36
TIME WARNER CABLE	$	105.00
TRACTOR SUPPLY CO	$	45.75
TREASURER OF STATE OF INDIANA	$	168.30
U.S. BANK	$	71.38

VECTREN ENERGY DELIVERY	$	60.94
WARRICK COUNTY TREASURER	$	94,325.82
WOWI BUSINESS	$	111.10
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
Grand Total:	**$**	**24,077,790.61**

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 26th, 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: $24,077,790.61 Dated this 26th day of JUNE, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit
Marlin Weisheit, President

Dan Saylor
Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens
Debbie Stevens, Auditor

Approved by State ...

Installed in Warrick County 2013 County Form No. 17

ACCOUNTS PAYABLE VOUCHER
WARRICK COUNTY AUDITOR - Boonville, Indiana 47601

WARRANT # 59579

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: 10196
VENDOR NAME: First National Bank Omaha
VENDOR ADDRESS: PO Box 2818
Omaha NE 68103-2818

DEPT #:
DEPT. NAME: Health
PO #:

Invoice Date	Invoice Number	Description (or note attached invoice(s) or bill(s)	Fund	Account	Amount
4-28-17		Holiday Inn	1159	000.4220.00	270.90
4-28-17	561227	11th St Coffee	1159	000.4220.00	43.97
5-3-17		Voice Stat	1159	000.4220.00	20.00
5-3-17		American Lung Assoc	1159	000.4220.00	135.00
5-22-17		Wal Mart	1159	000.4220.00	227.31
5-25-17		"	1159	000.4220.00	179.88
5-26-17		Sub Way	1159	000.4220.00	200.00
		Amazon Credit	1159	000.4220.00	(9.97)
				Claim Total	1064.09

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

6-5-2017
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

6/12/17
Date

NON-CERTIFIED BY AUDITOR

Warrick County Auditor

Marlin Weisheit
Commissioner

RECEIVED
JUN 06 2017
WARRICK CO. AUDITOR

6/25

Contract for Warrick County Bridge No. 374 Rehabilitation

THIS CONTRACT FOR WARRICK COUNTY BRIDGE NO. 374 REHABILITATION ("Agreement"), entered into by and between the Warrick County Board of Commissioners ("Warrick"), and Blankenberger Brothers, Inc. ("Contractor"),

WITNESSETH, THAT:

WHEREAS, Warrick County Bridge No. 374 located on South Vann Road over Cypress Creek in Ohio Township, Warrick County, Indiana, is in need of structural rehabilitation; and

WHEREAS, in connection therewith, County issued its Request for Proposals (the "RFP"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, in response to said request, Contractor submitted its bid proposal and acknowledgement of addenda which was accepted and approved by the County (the "Proposal"), a copy of which is attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Contractor's Proposal has been selected from among all competing bids;

NOW THEREFORE, in consideration of the promises and covenants contained herein and in the Proposal, County and Contractor do hereby agree as follows:

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

2. **Scope of Work**. Contractor shall perform the Warrick County Bridge No. 374 rehabilitation project in strict accordance with all requirements and conditions of the RFP and all terms of the Contractor's accepted Proposal.

3. **Term**. The term of this Agreement shall be conterminous with the term specified in the RFP.

4. **Assignment**. This Agreement shall not be assigned by either party without the prior written consent of the other which shall not be unreasonably withheld.

5. **Hold Harmless and Indemnification**. To the fullest extent permitted by law, Contractor expressly agrees to defend, indemnify and hold harmless the County and its respective departments, offices, employees, officers and agents against all claims, damages, causes of action, losses and/or expenses, including attorney's fees, to the extent arising out of or resulting from the performance of the work that is the subject of this Agreement, provided that any such claimed damage, loss or expense is (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and (2) is alleged to have been caused in whole or in part by any negligent act or omission of Contractor regardless of whether it is also caused or is alleged to have been caused in party by an indemnified party hereunder including, but not by way of limitation, the negligence and/or fault of such indemnified party. Such obligation shall not be construed to

negate, or abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to any indemnified party or person.

6. **Insurance**. Prior to commencing work Contractor shall furnish to County satisfactory evidence that it has obtained the insurance herein required. It is agreed that this insurance will cover the liability of Contractor for all its acts and/or omissions giving rise to claims arising out of or in any way connected to the performance of work under the Agreement including, but not by way of limitation, Contractor's obligation and duty of indemnity as set out in Paragraph Five (5) of this Agreement. It is further agreed that the County and its departments, offices, employees, officers and/or agents will be listed as additional insureds by said policy or policies and that said insurance shall be primary and non-contributory. Contractor shall further not permit any subcontractor to perform services in fulfillment of any term of this Agreement until the same insurance requirements have been complied with by such contractor.

7. **Relationship of Parties**. Contractor acknowledges and agrees that it will perform its obligations hereunder solely as an independent contractor, and will not represent itself, or permit any of its employees or agents to represent themselves, in any manner to any third party as a representative or authorized agent of County. No liability of any nature shall attach to County by reason of any claim which the Contractor may have against any other subcontractor or other parties arising out of performance of this Agreement.

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

9. **Governing Law**. This Agreement is being executed and delivered in the State of Indiana and shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. In the event of a dispute, the judicial venue shall be Warrick County, Indiana.

10. **Paragraph Headings**. The paragraph headings are inserted in this Agreement only for convenience, and in no way, define, limit or describe the scope or intent of any provisions of this Agreement.

11. **Notices**. All notices, elections, requests, demands and other communications required or permitted hereunder shall be given in writing and personally delivered or sent by a nationally recognized express courier service offering overnight delivery or by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the parties as follows (or to such other person or such other address as either party hereto shall be given written to the other):

If to County:
Warrick County Engineering Department
107 W. Locust Street, Suite 208
Boonville, Indiana 47601

If to Contractor:
Blankenberger Brothers, Inc.
11700 Water Tank Road
Cynthiana, Indiana 47612

Either party may change the address to which a notice is to be sent from time to time, upon providing written notice to the other party hereto as provided above.

12. **Waiver**. Compliance with any provisions hereof may be waived, but only in writing by all of the parties hereto. No exercise or failure to exercise any right hereunder, and no partial or single exercise of that or any other right shall be construed to be a waiver of that or any other right, it being understood that all such rights and remedies are cumulative and not exclusive.

13. **Counterparts/Copies**. This Agreement may be executed in counterparts. Paper or electronically transmitted copies of this Agreement shall be enforceable as the original.

IN WITNESS THEREOF, the parties have executed this Contract for Warrick County Bridge No. 374 Rehabilitation on the dates set both below.

"Contractor"

Blankenberger Brothers, Inc.

By: [signature]
Printed: PATRICK BLANKENBERGER
Title: PRESIDENT
Date: JUNE 28, 2017

"County"

Warrick County Board of Commissioners

[signature]
Marlin Weisheit, President

[signature]
Dan Saylor, Vice President

[signature]
Robert H. Johnson, Jr., Member

Bridge 374 Contract in its entirety is located on File in the Auditor's Office

Business Communications Solutions, LLC
421 East Sycamore Street
Evansville, IN 47713
812.422.4955

Maintenance Agreement

Subscriber ID	4908	Effective Date	08/18/2016
Customer Name	Warrick County Sheriff Department	Contact Name	Brett Kruse, Sheriff
Billing Address	100 West State Rd 62	Contact Telephone	812-897-6180
City		Fax	812-897-3654
Service Address		Email	bkruse@warrickcountysheriff.com
City	Boonville State IN Zip 47601	Sales Person	Jason Buchanan

Business Communications Solutions, LLC ("BCS") does hereby agree to provide maintenance services on the following Equipment, and Customer hereby engages BCS to provide the same, in accordance with the Terms and Conditions of Service set out below:

Advanced Equipment Covered by Maintenance Agreement #

Advanced maintenance covers the following:

- Advanced replacement or loaner of faulty equipment
- Priority Service Levels
- Yearly Equipment Checkup which includes:
  - Review of system and phones
  - Replacement of cords and labels
  - System Cleaning
- Quarterly system back up
- One free major software upgrade per year
- Free bug fix software upgrades as needed
- No expedite fee on emergency or rush service calls
- No charge on service calls that are found to be carrier issues (2 hr max)
- One Zone travel charge reduction
- Our lowest labor rate
- No deductible fees
- Free network and telephone line consultation

Terms and Conditions of Service

1. **BCS' Terms Control**. BCS' Terms and Conditions of Service ("Terms") shall control and prevail over any contrary terms in Customer's purchase order or other writings, unless otherwise agreed to in a writing signed by an authorized representative of BCS. Additional terms proposed by Customer shall be deemed to have been rejected unless specifically agreed to in a writing signed by an authorized representative of BCS. Any additional services or equipment not shown above that are requested by Customer will (i) be billed separately on a time and materials basis, and (ii) be subject to these Terms.
2. **Term and Termination**. This Agreement shall commence on the Effective Date specified above, and shall continue for a period of twelve (12) months thereafter. Notwithstanding the foregoing, BCS shall be entitled to terminate this Agreement upon written notice to Customer, provided that BCS shall refund to Customer the unused portion of the Maintenance Cost paid by Customer to BCS. For purposes of this section, the term "unused portion" shall mean an amount equal to the total Maintenance Cost paid by Customer hereunder, divided by 365, then multiplied by the number of days remaining in the term of this Agreement as of the date of termination. BCS shall also be entitled to terminate this Agreement immediately in the event that Customer fails to pay any amounts hereunder when due.

MW
Customer's Initials

Last revised 01/14/2014

3. **Services Provided/Excluded**. BCS will, during the term of this Agreement, provide such troubleshooting, service and repairs on a priority basis and in a workmanlike manner as are necessary to keep the above Equipment in good order, including the diagnosis of telephone service provider issues associated with the Equipment. To the extent that it is not practicable to repair any Equipment, BCS will replace the same. Notwithstanding the foregoing, BCS' obligations do not include the following: (i) programming of Equipment, additions to, relocation of or removal of Equipment; (ii) repairs to or replacement of Equipment that is lost, stolen or damaged by accident, negligence, power surge, lightning or causes other than ordinary use of the Equipment or that has been worked on by any person not expressly authorized by BCS to work on such Equipment; (iii) any work or service on equipment or peripherals not listed above as Equipment; (iv) work outside the normal business hours of BCS (items i-iv are collectively referred to as the "Additional Services"); and (v) travel outside of Evansville, Indiana.
4. **Response Time**. BCS will use commercially reasonable efforts to respond as quickly as possible to Customer's notification of a malfunction in the Equipment. Typical response times are within one (1) business day for minor malfunctions (i.e., the phone system has reduced functionality but still operates) and within four (4) hours for major system failures (i.e., the phone system is not capable of sending or receiving calls). For purposes of this Agreement, "respond" means that BCS will commence action to correct the malfunction. Customer acknowledges that it is not always necessary for BCS to visit Customer's location in order to correct the malfunction. All notifications and responses are to be during customer's normal office hours. BCS shall not be responsible for delays in responding to a notification of malfunction or completing a service call if such delays are caused by matters beyond BCS's control (including without limitation, fire, flood, tornado, earthquake, labor shortage, materials shortage, and/or delays by subcontractors).
5. **Financial**. Customer agrees to pay the full amount of maintenance cost indicated above at the time of signing this Agreement. All Additional Services performed by BCS, if any, Customer's delays in affording access to BCS, and travel charges outside of Evansville, Indiana, will be invoiced to Customer at BCS's then current rates and charges. Customer shall pay for all such items within fifteen (15) days of receipt of BCS' invoice. Requests for Additional Work are subject to approval of credit by BCS, and may be cancelled by BCS at any time upon a change in the creditworthiness of Customer, as determined solely by BCS. Customer is responsible for the payment of all taxes imposed by any governmental authority upon the transaction. Customer agrees to pay interest at the rate of one percent (1.5%) per month (18% APR) on past due accounts. Customer further agrees to reimburse BCS for any and all costs of collection, including attorney fees and court costs.
6. **Customer's Responsibilities**. Customer agrees to (i) provide BCS with unobstructed timely access to the Equipment, and (ii) ensure that all cabling is in place and in good working order.
7. **Limitation of Warranties**. BCS warrants that its services will be performed in a workmanlike manner. This warranty does not apply to defects or damage resulting from abuse, misuse, negligence, tampering, accident, and/or unauthorized or improper use, repair, alteration, or normal wear and tear of the Equipment. *There are no warranties which extend beyond the face hereof.*
8. **Limitation of Remedies**. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE THE CORRECTION OF ALLEGED DEFECTS IN WORKMANSHIP OCCURRING DURING THE TERM OF THIS AGREEMENT. NO OTHER REMEDY (INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO CUSTOMER OR CUSTOMER'S CUSTOMERS. IN NO EVENT SHALL BCS BE LIABLE FOR SUCH DAMAGES AND CUSTOMER WILL INDEMNIFY BCS AGAINST ALL CLAIMS BY CUSTOMER'S EMPLOYEES, AGENTS, CONTRACTORS, PERSONNEL, AND CUSTOMERS. UNDER NO CIRCUMSTANCES SHALL BCS'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF MONEY ACTUALLY PAID BY CUSTOMER TO BCS HEREUNDER.

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Customer's Initials

Last revised 01/14/2014

9. **Restrictions on Hiring/Engaging**. For a period of one (1) year from the date of BCS' most recent service call to Customer, Customer shall not employ, engage as a consultant, subcontract, or otherwise engage any employee or subcontractor of BCS unless, prior to any such offer, written permission shall be received from the President of BCS.
10. **Miscellaneous**. The headings in this Agreement are for convenience only and shall not affect the meaning hereof. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to maintenance of the Equipment and supersedes any and all prior agreements, negotiations and discussions pertaining thereto. This Agreement (and any rights hereunder) may be amended, modified or waived only upon the mutual written agreement of the parties hereto. If any provision of this Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way. This Agreement may be executed in counterparts.
11. **Dispute Resolution**. This transaction shall be governed by and interpreted in accordance with the laws of the State of Indiana. The exclusive jurisdiction and venue of any lawsuit arising under this Agreement or the transactions contemplated herein shall be either the Federal District Court for the Southern District of Indiana or the Circuit or Superior Courts located in Vanderburgh County, Indiana.

Business Communications Solutions, LLC		Warrick County Commissioners	
By:	Kelsey Reich	By:	Marlin Welsheit
Printed Name	Kelsey Reich	Printed Name	Marlin Welsheit
Title	Customer Service Representative	Title	President
Date:	06-16-2017	Date:	06/26/2017

MW
Customer's Initials

Last revised 01/14/2014

First Addendum

WHEREAS, Business Communications Solutions, LLC ("BCS") and Warrick County, Indiana ("County") entered into an agreement for maintenance services effective August 18, 2017 to August 17, 2018 ("Maintenance Agreement"); and

WHEREAS, said parties wish to supplement the terms of said Maintenance Agreement as provided herein.

NOW, THEREFORE, the parties do agree that the Maintenance Agreement shall incorporate the following terms as though originally set forth therein:

A. **E-Verify**.

1. As required by IC 22-5-1.7, BCS is enrolled in or will enroll in and will verify the work eligibility status of all our newly hired employees through the E-Verify program as defined in IC 22-5-1-7.3. BCS understands that it is not required to participate should the E-Verify program cease to exist. BCS also understand that it is not required to participate if BCS is an individual and does not employ any employees.

2. As required by IC 22-5-1.7, BCS will not knowingly employ or contract with an unauthorized alien and will otherwise comply with said statute. Further, BCS will require subcontractors who perform work under any contract with County to certify to BCS that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. BCS will maintain this certification throughout the duration of the term of a contract with a subcontractor.

3. BCS understands that County may terminate for default if BCS fails to cure a breach of IC 22-5-1.7 or any statement contained herein no later than thirty days after being notified by County.

B. **Access to Public Records Act (APRA) Clause**.

BCS understands and agrees that any "public record", as that term is defined in Indiana Code 5-14-3-2(m), as amended, that is related to the subject matter of this Maintenance Agreement, whether the same is in the possession and control of BCS or the County, shall be subject to release under and pursuant to the provisions of Indiana's Access to Public Records Act, as codified in Indiana Code 5-14-3-1, *et seq.*, as amended.

C. **Termination by County**.

Notwithstanding any other term to the contrary in the Maintenance Agreement, County may terminate this Maintenance Agreement at any time upon thirty (30) days prior notice to BCS. In the event of such termination, BCS shall be entitled to receive only payment for the undisputed invoice amount of conforming goods and services delivered as of the date of termination, except that such payment amount shall not exceed the estimate amount in effect at the time of termination, unless the parties have previously agreed in writing to a greater amount.

(SIGNATURES ON NEXT PAGE)

BCS Communications Solutions, LLC		Warrick County, Indiana	
By:	Kelsey Reich	By:	Marlin Weisheit
Name:	Kelsey Reich	Name:	Marlin Weisheit
Title:	Customer Service Representative	Title:	President, Board of Commissioners
Date:	06-26-17	Date:	6-26-17