WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
July 24, 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. Be seated.

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
EVANSVILLE CHRISTIAN SCHOOL-EPWORTH LINCOLN SUBDIVISION

Marlin Weisheit: We'll start out with our Area Plan.

Sherri Rector: Okay, thank you. The first item is Request for Release of Surety, Evansville Christian School, by David Abbott, Board President. It's Lot 3, Epworth Lincoln Subdivision. This is their commercial driveway entrance, C-16-015. We were holding fifty-three thousand six hundred and twenty-one dollars and seventy cents ($53,621.70) for all the entrances there for the new school. It has been reviewed by Mr. Howard and signed off on.

Marlin Weisheit: Do I have any questions? Steve, you're okay with it?

Steve Sherwood: Yes, Mr. Howard's already reviewed and recommended release.

Bob Johnson: I make a motion to release surety for Evansville Christian School for the amount of fifty-three thousand six hundred twenty-one dollars and seventy cents ($53,621.70).

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Release of Surety, Evansville Christian, is located on Page 11 of these Official Minutes)

AMENDED STREET CONSTRUCTION PLANS
CAVENDISH PARK ESTATES

Sherri Rector: And the last one (1) I have is Amended Street Construction Plans, Cavendish Park Estates, by Paul R. and Rebecca Carey. Four point seven-zero-six (4.706) acres located on the east side of Frame Road approximately four hundred forty (440) feet south of the intersection formed by Hickory Lane and Frame Road in Ohio Township. It is Parcel 2 in A & R Minor Estates Subdivision. I'm sure you heard this in the Drainage Board Meeting prior. So if Steve would have to add anything...

Steve Sherwood: No, I believe Mr. Biggerstaff's in the audience again representing this. As we discussed in Drainage Board, the amendment was required because he shifted the cul-de-sac to the west about twenty (20) feet and additional drainage item was added. Recommend approval of the amendment before you.

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

Dan Saylor: I make a motion to amend the street construction plans for Cavendish Park Estates.

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Jim Biggerstaff: Thank you.

Marlin Weisheit: Thank you, Jim.

Sherri Rector: Thank you.

Marlin Weisheit: That's all you have? Okay. Thank you.

Roger Emmons: You got BZA (inaudible).

Sherri Rector: I've got BZA (inaudible).

(Amendment, Cavendish Park Estates, is located on Page 12 of these Official Minutes)

APPROVAL OF MINUTES
JULY 10, 2017

Marlin Weisheit: Approval of Minutes from the July 10th.

Bob Johnson: I make a motion to approve the July 10, 2017 Minutes.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ITEMS FOR DISCUSSION
EMS QUARTERLY REPORT

Marlin Weisheit: Items for Discussion, EMS Quarterly Report. Hi, Tony.

Roger Emmons: Hello.

Tony O'Neal: Tony O'Neal with St. Vincent's Warrick EMS. I have the 2017 Second Quarter County Report. This is January to June run comparison. As far as runs, we're about ninety-seven (97) runs down from this time last year. And about one hundred five (105) transfers to local hospitals. We were down on refusals, down on our hospital transfers, but we were slightly up on private runs and others. So, overall, kind of maintaining, run volume down just a bit. Couple things that we have done in this first couple of quarters. We did do some CPR/Narcan training with the Sheriff's Department this year so far. We just finished the 4-H Fair, did coverage out there. And then also participated in the D-10 Disaster Drill at the hospital where we had nine (9) ambulances come from surrounding counties to help with that disaster, disaster drill and participate in that. So that was a real successful drill for the EMS Service here.

Marlin Weisheit: Thank you. Good job and appreciate all your help.

Tony O'Neal: Okay.

Marlin Weisheit: Anybody got any questions for Tony? Appreciate you coming by, Tony.

Bob Johnson: Thank you.

Marlin Weisheit: Thank you.

Tony O'Neal: Thanks.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR
BEP BID SET 5

Marlin Weisheit: Departmental Reports, looks like Roger's up.

Roger Emmons: Thank you, Mr. President. First item is to discuss bids for the BEP Bid Set 5 which the Board took under advisement at its July 10th Meeting. Debbie Bennett-Stearsman sent an email over the weekend wherein she's asked to table this item to your August 14th Meeting in order for a waiver to be approved for additional funding. And that's needed because three (3) of the properties bids came in over the allowed demolition budget for each of those homes. And she discovered from talking to the bidders that it was due to asbestos removal and adding to their bid.

Marlin Weisheit: And I'm fine with that, so unless you've got any questions I'd entertain a motion.

Bob Johnson: I make a motion to table the BEP Bid Set 5 until 08-14-2017.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you very much.

COURTHOUSE RENOVATION PROJECT
SELECTION OF FIRMS TO REQUEST STATEMENTS OF QUALIFICATIONS

Roger Emmons: Next is the Courthouse Renovation Project, select firms to receive the RFQ's which is Request for Statements of Qualifications given that the Courthouse Renovation Committee is recommending the QBS, the Qualifications Based Selection Method of selecting a professional consultant. The information that Joe and I both have regarding the QBS process states that just several firms are to submit qualifications and performance records for the owner's review. After that the owner ask the three (3) to five (5) most qualified firms to make a brief presentation. And I have suggested to the Board: DLZ; ESG, which is Energy Systems Group; Empire Contractors, INC; Hafer Architects Designers and Engineers; and Green3. Green3 was a women's business enterprise from Indianapolis that submitted an RFQ on the Historic Jail Planning Grant Project. And it's always good to include either a WBE or a minority based business enterprise. If the Board would like to add more to this list, you're right to do it.

Marlin Weisheit: I'm okay with the five (5) you have there.

Bob Johnson: I think you've got it covered.

Marlin Weisheit: You okay with it, Dan? Any questions? I guess you need a motion on that today then, right?

Roger Emmons: I think that would be good.

Dan Saylor: I make a motion to, for the Courthouse Renovation Project, to select the five (5) firms listed on the Administrator's, by the Administrator.

Bob Johnson: I'll second that.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Mr. President.

CLOUD STORAGE FOR SHERIFF'S OFFICE

Roger Emmons: I have a couple of other items, if you'll just bear with me for just a minute or two (2). The Cloud Storage for the Sheriff's Office, you did discuss this at your June 26th Meeting. Kristine did some research in the minutes but there was no motion to approve. I was supposed to get with Doug and find out more information regarding this. So I don't know really, I defer to Todd, I don't know that we're ready for this one (1) or the one (1) that he's working on for, which would look to be a County wide Cloud Storage.

Todd Glass: Right. I don't think we have enough information in front of us, but we can chase Doug down between now and the next meeting and make sure we do so the Commissioners can act on it.

Marlin Weisheit: You want a motion to table that?

Roger Emmons: Yes, please.

Marlin Weisheit: Okay. I'd entertain a motion to table 'til our next meeting.

Bob Johnson: I make a motion to table the Cloud Storage for the Sheriff's Office until our next meeting in two (2) weeks.

Dan Saylor: Second.

Marlin Weisheit: Motion to table and seconded by Dan. All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen.

RETIREES' HEALTH INSURANCE
DELINQUENT PREMIUM PAYMENTS

Roger Emmons: The second item has to do with our Retirees' Healthcare Insurance and the subject of delinquent monthly premiums payments pursuant to the Retirees' Health Insurance Ordinance. We don't really have anything in there that would provide for cancelation of coverage after a retiree has failed to pay their monthly premiums over a certain time period or in a certain amount, however the Board would like to proceed with this. I'd sent a previous email

outstanding balance could take place immediately. Whether that be with a collection firm or I don't know. I'd leave that to Counsel to decide that. But right now we have one (1) person who's severely delinquent in that. And it's probably up to a thousand dollars ($1.000.00) at least right now.

Todd Glass: Yeah, I would agree with that, Mr. President, and it would just take a couple phone calls maybe with our agent and see exactly how we ought to word that policy. But we, with your permission, I'd certainly work with Roger and develop a proposal for you.

Marlin Weisheit: Yeah, I think we need to get something in place. And my thinking is, once they become six (6) months delinquent, we probably, that ought to be our limit. However we can work that out and get something in writing. And then when someone retires, they need to understand.

Roger Emmons: Yes, absolutely.

Marlin Weisheit: That is they actually go delinquent six (6) months, they can drop it at any time, but if they go delinquent for six (6) months we'd probably discontinue their coverage and then request past payment for the last six (6) months that they owe us. It's not that much to keep the Retirement Healthcare. We need to have something in place so Debbie's not over there wondering...

Roger Emmons: Right.

Marlin Weisheit: How long we let this ride. So, I, I think that's...does that sound reasonable to you too, Debbie, or would you like...?

Debbie Stevens: Debbie Stevens, Warrick County Auditor. I would like to interject. Sometimes if you put something in that says six (6) months, then that gives them permission to go six (6) months. We...

Marlin Weisheit: Yeah.

Debbie Stevens: We work with some who pay quarterly. That's reasonable. You know, if, if, but to get behind even three (3) months.

Marlin Weisheit: Yeah.

Debbie Stevens: That's pretty hard to recover.

Marlin Weisheit: Yeah.

Debbie Stevens: And, and we're talking about Retirees and sometimes it happens, because they have additional expenses, something unexpected comes up that they simply can't squeeze into their budget. So six (6) months, this, that's one thousand dollars ($1,000.00) for this individual's going to be tough.

Marlin Weisheit: Yeah. Do you think it needs to be longer than six (6) months?

Debbie Stevens: No, less.

Marlin Weisheit: Less, okay.

Debbie Stevens: I would really.

Marlin Weisheit: Well, what...

Debbie Stevens: It's, there's something that happens, say at three (3) months.

Marlin Weisheit: Okay.

Todd Glass: Exactly. I think we'll word it in some manner where some notice will be issued.

Debbie Stevens: Yeah. Um hum.

Todd Glass: At some point in time so that we'll try to be as fair as possible with the policy.

Dan Saylor: (Inaudible) something in three (3) months?

Todd Glass: Yeah.

Bob Johnson: But if, but if someone's paying quarterly...?

Debbie Stevens: Those who...

Bob Johnson: How will you handle that?

Debbie Stevens: Well, we, we know, we just know. There's maybe forty (40) to forty-five (45) individuals that we're working with, with the retirement plan. So most of them pay quarterly. They're paying in advance.

Marlin Weisheit: Yeah.

Debbie Stevens: They're paying by a certain day of the month. And really we don't have anything of, a real good policy in place that says this is what the expectation is. We just tell them, you pay it by this day of the month and there's really nothing formal that they receive when they retire and start those benefit payments.

Marlin Weisheit: You know, it might be something to the fact, you know, we've gotta check with our agent, but if you go six (6) months delinquent, you're not allowed to even get back on. You're done at that point. You know what I mean? So we need to have some guidelines and I agree with you. Maybe three (3) months is it. But we'll work something out and get us a policy where we can consider where we are at.

Debbie Stevens: Right.

Marlin Weisheit: But there needs to be one (1) point where maybe at six (6) months you're not allowed to even come back. You know you're done at that point.

Debbie Stevens: Yeah, if they get to a three (3) month point maybe it's, you've got to pay something you know to show us that...

Marlin Weisheit: Yeah.

Debbie Stevens: That we can you know that we can expect you to get caught up.

Marlin Weisheit: You know and I know we've worked with some employees in the past. We've worked with some in the past.

Debbie Stevens: Right. Well that's all (inaudible) to work out.

Roger Emmons: And we've had the Retired Insurance Ordinance in place for a number of years. This is the first time I've heard of one (1) being this delinquent.

Debbie Stevens: It is since I've been in the office also.

Marlin Weisheit: I remember we had one (1) in the past that actually went on disability, you know, and then, but it was a while before she got her disability you know, so she got a little behind. But she caught up. You know, so that's why I think maybe at six (6) months where you can't come back on. But maybe we'll have some different time levels in there.

Todd Glass: (Inaudible).

Marlin Weisheit: Todd and Roger can work on it.

Todd Glass: Certainly, we'll get something to everybody to look through and offer comments on.

Roger Emmons: I think just the Board's consensus on that would be sufficient.

Todd Glass: Oh, certainly.

Marlin Weisheit: You guys okay with that?

Bob Johnson: Yes, I am.

Marlin Weisheit: A little research. Thank you, Debbie, for bringing that to our attention.

Debbie Stevens: Alright, thank you for your help.

Bob Johnson: Thanks, Deb.

Marlin Weisheit: Appreciate it.

FIXED ASSET NOTIFICATION FORM
TRIMBLE LASER FOR SURVEYOR

Roger Emmons: Mr. President, one (1) last item for your, for the Board's consideration, is a Fixed Asset Notification Form for the Storm Water Department. It's for a Trimble Laser, LR50 Laser Receiver with a universal charger, radio and remote, magnetic mount. I must defer to Steve as to what exactly this does for him.

Steve Sherwood: This is a laser attachment that goes on the excavator, so they can predetermine a set or a set of predetermined grade on the excavator, with an automatic level that we already own. So it will help them ditch a profile or a grade on a certain grade.

Marlin Weisheit: Yeah and that's pretty handy. So we just need a motion for that?

Roger Emmons: Yes, Sir.

Marlin Weisheit: To put it on, okay.

Roger Emmons: Motion to approve the Fixed Asset Notification.

Dan Saylor: I make a motion to approve the Fixed Asset Notification Form for the laser.

Bob Johnson: I'll second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Gentlemen, that's all I have.

Marlin Weisheit: Thank you, Roger.

(Fixed Asset Form, Trimble Laser, is located on Page 13 of these Official Minutes)

COUNTY ATTORNEY
FIVE STAR SECURITY CONTRACT DISCUSSION

Marlin Weisheit: County Attorney.

Todd Glass: Mr. President, I don't have anything listed, but a few housekeeping matters. I spoke with a couple of the Commissioners and Roger. We're trying to determine if the Five Star Fire Security Contract had officially been approved by the Board. And I don't recollect that it was.

Kristine Georges: The Fire Security?

Todd Glass: Um hum. Do you recollect, Kristine?

Kristine Georges: I thought that, hm. I wish I had my minutes with me for that meeting.

Marlin Weisheit: I thought it had.

Kristine Georges: I thought that it was and it was just that, yes, because I was trying to get a contract for it. It had been approved.

Todd Glass: Really? Oh, that's good to know. I apologize.

Kristine Georges: We did that, five (5)...

Dan Saylor: I don't really recall.

Bob Johnson: You abstained.

Todd Glass: I should have checked the minutes.

Dan Saylor: What was that? Was that on the contract or was that...?

Kristine Georges: You abstained from voting on, making the second. You abstained from making the second, but you voted on the...

Roger Emmons: Voted for it, yes, on the motion.

Todd Glass: Well, that's good. We'll triple check and make sure and if for any reason we didn't, we can certainly deal with it at the next meeting.

Marlin Weisheit: Okay.

Roger Emmons: Commissioners, Joe and I met with Chad Bennett, the owner of Five Star Security last Friday and we discussed this. I had perceived that the Board had approved it. And because of the timely inspections involved, I went ahead and signed the one (1) for this building. They were here today working on the smoke alarms you know to comply with the inspection deadlines. So...

Todd Glass: Well, I'll get with you, Roger. We'll make sure. How's that?

Roger Emmons: Okay. Thank you very much.

UPDATE ON PROCUREMENT POLICY FOR WARRICK COUNTY

Todd Glass: And also, Mr. President, I was just going to mention, I've sent to the Board today and to the Auditor a draft procurement policy. It's a very lengthy thing. So it'll, it'll take some time to look through. And I just need to solicit any comments or insights from Joe, the small purchase policies are in there. And from you and maybe from the Auditor. And it might take a little time to get through it all. But at least we've got the wheels started.

UPDATE ON AMENDMENTS TO EMPLOYEE HANDBOOK

Todd Glass: Also, still working on the Employee Handbook amendments to get to Roger. And I'll try to do that here this week.

UPDATE ON MCCOOL ROAD DISPUTE WITH TOWN OF CHANDLER

Todd Glass: And I did get some action on McCool Road Right-of-Way. But I'm still conversing with Counsel for the Town of Chandler. I have discovered some information that I think will cause him to see our version of the story rather well. So, I'll follow up on that and see what I can get done for the Board.

Marlin Weisheit: Appreciate it. Thank you.

Todd Glass: And that's all I wanted to mention for today as far as ongoing projects.

Marlin Weisheit: Anybody else have anything? Todd?

Todd Glass: No.

Marlin Weisheit: Okay

COUNTY AUDITOR
CERTIFIED CLAIMS

Marlin Weisheit: County Auditor, Claims.

Debbie Stevens: Okay, I have for our, our regular Accounts Payable Voucher, we have a total Claims of one million seven hundred eight thousand nine hundred seventy-seven dollars and forty-four cents ($1,708,977.44) for your approval.

Marlin Weisheit: Anybody have any questions on the Claims?

Bob Johnson: No.

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

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

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(Claims are located on Pages 13 through 15 of these Official Minutes)

NON-CERTIFIED CLAIMS

Debbie Stevens: Alright, thank you. On the second Voucher for Non-Certified Claims, I have two (2) Claims: one (1), Mountain Valley, Warrick County Drug Court for water, thirty-two fifty ($32.50); and Area Plan, Culligan, bottled water, forty-five ($45.00).

Marlin Weisheit: Okay. Thank you. We, you want to make a motion on those?

Dan Saylor: Motion to pay the Non-Certified Claims.

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).

(Non-Certified Claims are located on Page 15 of these Official Minutes)

CLAIM FOR JOHN DEERE FROM THE HIGHWAY DEPARTMENT

Debbie Stevens: Okay. And I can go ahead and give you this one (1). I emailed all of you prior and it's on the Engineer's list of items. This is a Claim, this should come up after, but it's a Claim that he will handle in his portion for seventeen thousand sixty-six dollars and ninety-seven cents ($17,066.97). It was just a whole process that was a little bit out of order. We'll get it straightened up in this meeting tonight.

Marlin Weisheit: Okay.

Debbie Stevens: But it will also be on the Non-Certifieds since I didn't have the…

Marlin Weisheit: Okay. We'll let Steve.

Debbie Stevens: Okay. Alright, thank you.

Marlin Weisheit: Thank you.

COUNTY ENGINEER/HIGHWAY
EXTENSION OF KELLY/KING ROAD FOR CERTIFIED MILEAGE

Marlin Weisheit: County Engineer and Highway.

Steve Sherwood: The first item for Bobby Howard's business, my name's Steve Sherwood. I'm his assistant. He's on vacation this week. I'll be representing his business. Item 1 is the Extension of Kelly Road to Certified Mileage. I believe it's a three hundred (300) foot existing roadway easterly of Folsomville Road that we're currently not collecting certified mileage on. And I believe it's the Board's desire to put it back on certified mileage. I would recommend subject to any Area Plan Commission requirements.

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

Bob Johnson: I make a motion to extend for the extension of the road to certified mileage per APC planning. I'd also like to make a motion to change that, Kelly Road to King Road, if applicable by APC.

Marlin Weisheit: So we can do that all in the same motion. So, do I have a second?

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Steve Sherwood: Thank you.

LEASE WITH JOHN DEERE FOR TRACTOR FOR HIGHWAY DEPARTMENT

Steve Sherwood: Next item I have which I believe the Auditor's referring to. We have a lease purchase agreement for a John Deere tractor. I believe Mr. Howard has spoken to you individually concerning the wishes to purchase the John Deere tractor. So currently the tractor, in District 1, has been broke for a few months or weeks. And this is our effort to get a tractor back out and mowing as soon as possible. If you want, if that's what you wish to address at the microphone, might be a good time to address the Auditor's paperwork as well.

Debbie Stevens: Yes, we had received the, the Claim for the first payment of the lease, and I think, has the tractor already been delivered?

Steve Sherwood: Yes.

Debbie Stevens: So, because it had not gone, had not been in front of you, the Commissioners to sign off on the paperwork for the lease. And it is debt creation. So it's a lease purchase.

Marlin Weisheit: Okay.

Debbie Stevens: So, just needed that to be put in front of you, make sure that you were aware of it. That you will sign off on it. And then also sign on the Claim as well.

Todd Glass: And there...

Steve Sherwood: (Inaudible).

Todd Glass: I'm sorry.

Steve Sherwood: And Mr. Howard asked that he could be authorized to sign the lease purchase agreement for the Board.

Todd Glass: Um, the, I was just going to say, Mr. President, the lease purchase agreement's in order. I don't know what the Board wishes to do. Preferably I would like to see the contract entered into by the Warrick County Board of Commissioners. But you could authorize the contract to be entered into by the Department Head. There, it'd be pretty easy to produce this in their name to enter into the contract. It is a seventy-two thousand five hundred dollars ($72,500.00).

Marlin Weisheit: It's a five (5) year lease purchase.

Todd Glass: Five (5) year, five (5) annual payments of a little bit over seventeen thousand ($17,000.00). But it would, it would be the best practice if it was in the name of the County, preferably. It's up to the Board.

Marlin Weisheit: How do you guys feel about it? It doesn't matter to me. What do you think?

Bob Johnson: Well in this particular case, it was something that we had to do to, rather hastily, because of the emergency type conditions out there in the District. So you know I think Bobby acted appropriately to get it done in a fair amount of time before our next meeting. However it is a very expensive purchase. So, I don't know how you feel about it.

Todd Glass: You would in essence would be confirming his action by just approving it. But it probably wouldn't take much for John Deere to put it in the County's name.

Dan Saylor: Yeah, I mean my opinion I think it should be in the County's name. And...

Bob Johnson: I agree. It should be in the County's name.

Dan Saylor: And I agree with, I think this should have been done in a timely manner, because of, we have had an accident and...

Todd Glass: I would recommend a motion, Mr. President, to certify and affirm the Highway Department action in setting up the contract, to approve the contract in the name of the County, and then to approve the Claim.

Marlin Weisheit: I'd entertain that motion.

Dan Saylor: So moved.

Marlin Weisheit: Motion and...

Bob Johnson: Second.

Marlin Weisheit: Second by Bob. All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Stevens: Thank you.

Marlin Weisheit: Thank you.

(John Deere Lease Agreement is located on Pages 15 through 16 of these Official Minutes)

AMENDMENT TO PLANS FOR STAHL ROAD JOGGING PATH

Steve Sherwood: Next item I have on Mr. Howard's business is amendment for the plans for the Stahl Road Jogging Path. There's one (1) minor item. We met with Morley and Associates (inaudible) here. I'll try to explain this as brief as possible. These are the approved plans along from the ITT all the way out to Epworth Road on the south side. We crossed a legal drain of Howard Williams. The original plans call for the sidewalk to be a little further to the south. As you can see, we want to modify the sidewalk to be in alignment with everything to the east of there. And cross the pipe in the right-of-way over the top of the existing pipe. The original plans were to extend this two (2) more sections. Economic Development asked us if we could move the sidewalk in alignment with the rest of the trail to the east to save that cost of extending those two (2) very large corrugated metal structural plate pipes. That is the part they are asking for an amendment for you this evening.

Marlin Weisheit: You okay with it, Steve?

Steve Sherwood: Yes.

Marlin Weisheit: Okay. Got any questions?

Bob Johnson: I'll make a motion to approve the amendment for the plans for Stahl Road Jogging Path.

Dan Saylor: 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.

LINCOLN AVENUE PHASE III
CHANGE ORDER VI

Steve Sherwood: Two (2) other items I have Mr. Howard wished to address this evening. Number one (1), I have before you the Indiana Department of Transportation Construction Change Order and Time Extension Summary. This is for the Lincoln Avenue, Phase III, our current project, R-30473. Change Order VI is in the effect of zero dollars and zero cents ($0.00). This is to meet the requirement of a change of INDOT's standards and specifications that went into effect July 1, 2017 in regards to electronic payroll submission by contractors. This is staying in conformance with that policy rules and regulations. And again it's a zero (0) cost. I would ask for your approval of Change Order VI, for Lincoln Avenue, Phase III Project.

Marlin Weisheit: Any questions? Counsel, you don't see any problem with that?

Todd Glass: Not at all, Mr. President.

Dan Saylor: Make a motion to approve the Change Order VI on the Lincoln Avenue Phase III Project.

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).

Steve Sherwood: Thank you. I will secure your signatures after the meeting.

(Lincoln Avenue Phase III, Change Order VI, is located on Pages 17 through 18 of these Official Minutes)

OAK GROVE PHASE II ACCEPTANCE AND RELEASE

Steve Sherwood: The last order of business is for Oak Grove Phase II, R-36004. INDOT has recommended acceptance of the project for maintenance and release of the contractor obligations per their standard contract. I have for you one (1) sheet that requires three (3) signatures. Mr. Howard recommends we accept the acceptance and have your signatures to sign off for release of said project.

Marlin Weisheit: Anybody have any questions?

Bob Johnson: I do not.

Marlin Weisheit: Okay. Entertain a motion.

Bob Johnson: I make a motion to accept the sign off on Phase III.

Todd Glass: I think Oak Grove Phase II.

Marlin Weisheit: Phase II.

Steve Sherwood: Oak Grove Road Phase II.

Marlin Weisheit: Phase II.

Bob Johnson: I'm sorry. Oak Grove Phase II.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

Marlin Weisheit: Motion and a second to approve the sign off. All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Steve Sherwood: That's all the business I have. Thank you.

(Oak Grove, Acceptance and Release, is located on Page 19 of these Official Minutes)

COUNTY PURCHASING

Marlin Weisheit: Joe, you have anything today?

Joe Grassman: No, I don't.

Marlin Weisheit: Okay.

COUNTY SHERIFF

Marlin Weisheit: I don't see anybody here from the Sheriff's Department.

COMMISSIONERS ITEMS FOR DISCUSSION

Marlin Weisheit: So, I think that's about all we've got for today. Unless you all, Commissioner Johnson, you have anything?

Bob Johnson: No, Sir.

Marlin Weisheit: Commissioner Saylor.

Dan Saylor: No, Sir.

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

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Meeting adjourned three, zero (motion carried 3-0).

ADJOURNMENT: Meeting adjourned at 4:30 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

Marlin Weisheit

MARLIN WEISHEIT, PRESIDENT

Dan Saylor

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR, MEMBER

ATTEST: Deborah K. Stevens

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

RECEIVED
JUL 1 2 2017

PCI | SKANSKA

FILED
JUL 1 2 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Skanska USA Civil
Midwest, Inc.

P.O. Box 3485
Evansville, IN 47734-3485
Phone 812 425 4264
Fax 812-464 7588
Web www.skanska.com

July 12, 2017

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

Reference: Irrevocable Letter of Credit 20005604930 ~ C-16-015 Driveway Improvements ($53,621.70) ~ Epworth Lincoln Subdivision

Dear Ms. Rector,

In response to your June 5, 2017 letter to Mr. Dave Abbott of the Evansville Christian School, in which notified us about the expiring letter of Credits

Please be advised, as of July 12, 2017 100% of the driveway improvements for the above referenced project have been completed. Therefore, Evansville Christian School request a release of surety for the driveway improvements.

I thank you for your attention to this matter and I look forward to hearing from you the release approval.

Sincerely,

Chad Graber

Chad Graber, P.E.
Sr. Civil Engineer

Cc:
Paul Blair,

BOARD OF COMMISSIONERS:

Marlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:

Auditor
Date: 7-24-17

Cowendish Park

RECEIVED
JUL 2 7 2017

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

Ammended
CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date: July 12 2017
Probable Start Construction: Hammer Head Completed June 2 2017
Probable Finish Construction:
Project Location: At West End of Bayberry Lane

Describe in detail type of street construction:
Hammer Head
6" # 3000 P.S.I Concrete Pavement over 12" compacted Rock Base

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
Bayberry Extended	64'	$ 39,000.0
	40'-18" HDPE Storm Sewer	1950.00
	40'- 24" HDPE Storm Sewer	1,800.00
	86' 2'X2'X7' Drainage Swale	2,000.00
TOTAL		$ 45,150.00

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

Total Estimated Cost of Street and Sidewalk Construction is $ N/A

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

Owner/Owners Name: Paul K. & Rebecca G. Cobb
(Typed)
Signature: [signature]
Address: 4800 Frame Road Newburgh, Indiana 47630

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

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

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

Signature: [signature]
Typed Name: Douglas McDonald
Engineer _____ Licensed Land Surveyor ___ Ind. Reg. No. 50543
Address: 7677 Michael Newburgh, IN 47630 Phone No.: 812-858-7811
SEAL

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

Signature: _____
Typed Name: _____
Engineer _____ Licensed Land Surveyor _____ Ind. Reg. No. _____
Address: _____ Phone No.: _____
SEAL

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

Reviewed By: County Engineer
Date: _____ Comments: _____
By: _____

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 24 DAY OF July, 20 17.

Mark Weisheit
PRESIDENT
Dan Saylor
MEMBER
[signature]
MEMBER

ATTEST:
[signature]
COUNTY AUDITOR

Additional Space for Comments:

Four (4) Copies of the Certificate of Compliance accompanied by four (4) copies of the plans and specifications for street construction shall be submitted to the Board of County Commissioners for approval. Approved copies shall be filed with the offices of the Area Plan Commission and

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)

DATE OF TRANSACTION: July 18, 2017

ACCOUNT NO: 1197-000-4420.00 Equipment P.O. NO:

ESTIMATED LIFE EXPECTANCY: 2 year Warranty MILEAGE OR HOURS: NA

CIP NUMBER: — LOCATION: Storm Water Building

SERIAL OR VIN NUMBER: #013993

TOTAL/PARTIAL VALUE OF ASSET: $ 2,500.00

(PLEASE ATTACH OR FORWARD COPY OF CHECK(S) TO DOCUMENT COST. IF DONATED FAIR MARKET VALUE, HOW DETERMINED, AND DATE BOARD APPROVED)

DESCRIPTION: 1-TR-1 R.50W LR50 Laser Receiver with Universal Charger, Radio & Remote / 1 - Magnetic Mount

(BUILDING DESCRIPTION MUST INCLUDE SQUARE FOOTAGE, BUILDING MATERIAL, ROOF TYPE, AND IF EQUIPPED WITH SPRINKLER SYSTEM OR BOILER)

BRAND OR MAKE: Trimble Laser MODEL NO: LR.50W

YEAR: 2017 LICENSE NO: —

ATTACH COPY OF REGISTRATION

GROSS VEHICLE WEIGHT: 5.5 lbs *TRUCKS ONLY* TYPE OF FUEL: —

IF DISPOSED - METHOD: SOLD $_____ TRADED JUNKED SCRAPPED

STOLEN/WRECKED *(ATTACH POLICE REPORT)* END-OF-LEASE TRANSFERRED TO: _____

DATE BOARD APPROVED: July 24, 2017 *(ATTACH COPY OF MINUTES)* ✓

DATE COUNCIL APPROVED: *(REAL PROPERTY VALUE > $9,999)*

DATE BOARD APPROVED: _____ *(REAL PROPERTY ONLY)*

SIGNATURE: Marlin Weisheit Marlin Weisheit, President

PERSON RESPONSIBLE: Roger E. Emmons *SIGNATURE* Roger E. Emmons *PRINTED NAME*

RESPONSIBLE DEPARTMENT HEAD'S SIGNATURE:

IF TRANSFERRED RECEIVING PERSON'S SIGNATURE: _____

PRINTED NAME: _____

AUDITOR'S USE ONLY

RECEIVED: _____ ENTERED FIXED ASSET: _____

INSURED: _____ AUDITOR'S INITIAL: _____

Warrick County Claims for Payment

ALPHA LASER SERVICES	$	148.00
AMY POLLOCK	$	96.68
ASSOCIATION / INDIANA COUNTIES	$	320.00
AT&T	$	762.87
B & B MOWING LLC	$	2,595.00
BELTERRA CASINO RESORT & SPA	$	1,962.00
BOONVILLE NATURAL GAS CORP.	$	42.11
BOONVILLE UTILITIES	$	82.42
BRETT W KRUSE	$	3.99
BRITTAIN, JARROD	$	143.62
BRYAN D FLOWERS	$	2,000.00
CHRISTMAS, DONALD & ANITA	$	52.47
CLERK - WARRICK COUNTY SUPERIOR COURT	$	280.00
CORRISOFT, LLC	$	251.60
TEAMSTERS LOCAL #215	$	2.00
DAWN GARRETT	$	113.22
DIVISION OF CHILD SUPPORT	$	104.00
DUKE ENERGY	$	129.37
FIDLAR TECHNOLOGIES INC	$	1,475.60
FIRST BANKCARD	$	1,307.93
FRONTIER	$	294.26
HARSHAW TRANE SERVICE INC.	$	14,987.18
INDIANA OFFICE OF TECHNOLOGY	$	125.44
LOCHMUELLER GROUP	$	74,174.38
LOCKHART, DENNIS & LANA	$	158.22
MARK C MABREY & ASSOCIATES, INC	$	1,269.00
MORRIE DOLL	$	939.20
MURPHY, BRIAN	$	1,163.60
NEOPOST POSTAGE ON CALL	$	2,000.00
NEUMANN, ROLAND & SABINE	$	1,053.12
OLD NATIONAL BANK	$	3,699.85
PIRANHA SHREDDING/RECYCLING INC.	$	45.00
SARAH E REDMAN	$	54.99
SPENCER COUNTY CLERK	$	30.00
SQUEAKY CLEAN	$	15.00
TELE/DATA COMMUNICATIONS OF IN	$	468.75
THE TOWN OF NEWBURGH	$	53.68
TIME WARNER CABLE	$	512.64
TREASURER STATE OF INDIANA	$	3,528.00
TYLER TECHNOLOGIES, INC	$	9,770.00
U.S. BANK	$	96.18
VECTREN ENERGY DELIVERY	$	402.39
WARRICK COUNTY TREASURER	$	175,000.00

WORD SYSTEMS INC.	$	3,169.63
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
AIGNER HARDWARE	$	866.71
AIRGAS USA, LLC	$	379.20
ALEXANDER FUNERAL HOME--WEST	$	100.00
ALPHA LASER SERVICES	$	4.17
ALTSTADT'S	$	302.11
AUTO WHEEL AND RIM SERVICE	$	9.86
AWARD WORLD	$	14.00
AXIS FORENSIC TOXICOLOGY	$	250.00
B-HIVE PRINTING	$	177.85
BEST ONE TIRE & SERVICE	$	768.83
BEST ONE TIRE & SERVICE	$	4,939.27
BLACK EQUIPMENT CO	$	369.04
BOONE FUNERAL HOME	$	100.00
BOONVILLE LAWN AND GARDEN INC.	$	20.18
BROWNING FUNERAL HOME	$	100.00
BUSINESS COMMUNICATIONS SOLUTIONS LLC	$	2,039.53
BUSINESS EQUIPMENT	$	15.00
CAMP'S AUTO/TIRE SERV. INC.	$	23.58
CHIEF SUPPLY CORP	$	474.93
CRS ONE SOURCE(DIAFDS)	$	2,541.31
DENTAL DELIVERY	$	893.75
EBN CONSTRUCTION & INDUSTRIAL SUPPLIES	$	48.55
EXPRESSWAY DODGE	$	192.00
FARM BOY FOOD SERVICE	$	3,217.26
FELTS LOCK CO., INC.	$	30.00
GEM CHEMICAL COMPANY, INC.	$	1,010.78
GOOD SOURCE SOLUTIONS	$	475.20
GOOGLE, INC	$	7,749.99
GUTHRIES PHARMACY	$	79.00
HB WAREHOUSE LLC	$	190.00
HENDRICKSON ENTERPRISES INC.	$	73.27
I.T.I.	$	112.00
INDOFF, INC.	$	401.76
INTERSTATE BATTERIES OF WABASH VALLEY	$	94.00
J & J SUPPLY, INC.	$	274.13
JOHNSTONE SUPPLY	$	23.98
KENWAY DISTRIBUTORS INC	$	297.50
LACKEY, JEWEL	$	100.00
LAW CHEVROLET BUICK PONTIAC	$	1,088.87
LEWIS BROS BAKERIES, INC	$	198.90
METZGER CONSTRUCTION CO INC.	$	132,407.41
MOBILEX	$	120.00
MOUNTS ELECTRIC INC.	$	854.79
MULZER CRUSHED STONE, INC.	$	131,781.38
NATIONAL RIFLE ASSOCIATION	$	645.00

NICHOLS ELECTRIC SUPPLY	$	45.03
NIX SANITARY SERVICE	$	140.00
O'REILLY AUTO PARTS	$	301.75
OFFICE CONNECTION	$	108.99
OFFICE DEPOT, INCORPORATED	$	73.87
PATROL RIFLE INSTRUCTOR	$	50.00
PAXTON MEDIA GROUP, LLC	$	30.95
PIRANHA SHREDDING/RECYCLING INC.	$	90.00
POSITIVE PROMOTIONS	$	456.64
QUILL CORPORATION	$	198.67
RENEWABLE RESOURCES	$	110.00
ROYAL CROWN BOTTLING CO	$	593.50
SIEGELS	$	457.98
SOUTHEASTERN EQUIPMENT CO.,INC	$	176.00
STERNBERG INTERNATIONAL INC	$	1,180.46
SUPPLYWORKS	$	454.80
TELE/DATA COMMUNICATIONS OF IN	$	354.50
THE HOME CITY ICE COMPANY	$	407.40
TIEMAN TIRE	$	133.25
TOTAL COURT SERVICES	$	127.50
TRANE SUPPLY	$	362.60
UNIFIRST CORPORATION	$	438.71
WABASH FOODSERVICE	$	2,885.57
WABASH VALLEY SERVICE CO	$	4,061.81
WARRICK AUTOMOTIVE SUPPLY	$	987.20
WARRICK CO DEPT OF PARKS & REC	$	949.36
WARRICK COUNTY TREASURER	$	1,071.85
WARRICK PUBLISHING CO	$	82.25
21ST MORTGAGE CORPORATION	$	190.00
AMBROSE, CAROLYN	$	52.50
ARC CONSTRUCTION	$	10,640.00
ASSOCIATION / INDIANA COUNTIES	$	640.00
AT&T	$	82.29
BAMBERGER FOREMAN OSWALD HAHN	$	1,827.50
BEEM, JUDY	$	162.03
BENISTAR/HARTFORD-6795	$	18,906.63
BOONVILLE NATURAL GAS CORP.	$	67.83
BOONVILLE UTILITIES	$	2,223.76
BRETT W KRUSE	$	309.91
BROWN, DAVID J	$	71.74
CAROL RUFF	$	161.20
CHANDLER UTILITIES	$	273.56
CLARK DIETZ, INC.	$	25,621.00
CLERK-TREASURER--BOONVILLE	$	9,158.66
CLERK-TREASURER--CHANDLER	$	4,719.67
CLERK-TREASURER--ELBERFELD	$	1,069.98
CLERK-TREASURER--LYNNVILLE	$	1,348.35

CLERK-TREASURER--NEWBURGH	$	5,580.44
CLERK-TREASURER--TENNYSON	$	453.70
COMBS, MATT W & YOUNG S	$	27.00
CORRISOFT, LLC	$	226.60
DELTA PROPERTIES LLC	$	261,684.00
ENVIRONMENTAL MANAGEMENT CONSULTANT INC	$	5,760.00
EXPRESSWAY DODGE	$	108,202.00
FAGG, ALYSSA & THOMAS	$	182.74
FIDLAR TECHNOLOGIES INC	$	641.91
FIRST BANKCARD	$	655.40
GIBSON COUNTY ABSTRACT & TITLE COMPANY	$	26.00
GREEN, KENNETH E & EMILY A	$	427.00
GREG RICHMOND	$	300.89
HOLLY KEY	$	68.45
HUDDLESTON, PERRI E	$	45.46
HUDSON, CHAD	$	108.00
HUDSON, CHAD & KRISTEN	$	108.00
INDIANA AMERICAN WATER	$	52.59
INDIANA DEPARTMENT OF WORKFORCE DEVELOPI	$	1,309.58
JSK ASSOCIATES INC	$	962.92
KELLER SHROEDER	$	891.00
KLC KINGDOM LLC	$	699.77
MAKEN CORPORATION	$	1,525.00
MARTENS, ROCKY D & TAMMY L	$	206.62
MCDONALD LAW OFFICE	$	900.00
MCKESSON MEDICAL-SURGICAL INC.	$	224.07
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	194,340.92
METZGER CONSTRUCTION CO INC.	$	194,382.00
MORRIE DOLL	$	100.00
OFFICE DEPOT - CREDIT PLAN	$	185.72
OFFICE DEPOT, INCORPORATED	$	68.74
PIKE GIBSON WATER, INC	$	16.70
RHOADES, FRANKLIN & BETTY LOU	$	7.25
ROBERT T VRANEY & LAURA DIAZ DEL CASTILL	$	685.07
SAM'S CLUB/GECRB	$	750.29
SATELLITE TRACKING OF PEOPLE LLC	$	1,177.00
SEZ HOLDINGS, LLC	$	22,712.50
SINGH, DALJIT KAUR & HARJIT	$	440.13
THE MOWER MEDIC	$	475.95
SPRINT	$	307.86
STATELINE TRAILER SALES	$	5,500.00
STORAGE GUARDIAN	$	73.90
THE TOWN OF NEWBURGH	$	254.71
THOMAS, CHERYL F.	$	47.54
TIME WARNER CABLE	$	326.91
TRACTOR SUPPLY CO	$	160.22
TREASURER OF STATE OF INDIANA	$	16.50

U.S. BANK	$	40.15
UNITED STATES TREASURY	$	1,172.65
VECTREN ENERGY DELIVERY	$	1,716.54
VERIZON WIRELESS	$	1,170.39
WARRICK COUNTY TREASURER	$	95,227.82
WARRICK HOLDING COMPANY	$	3,464.80
WHEELER, LISA	$	38.65
WHITLEDGE, KELLY	$	88.68
WHITSELL, MARK C III	$	2,755.52
WOW! BUSINESS	$	4,437.86
AARON FRANZ	$	70.59
ADDINGTON, SONYA	$	30.00
AFLAC PREMIUM HOLDING	$	4,428.85
BOONVILLE NATURAL GAS CORP.	$	471.63
BOONVILLE UTILITIES	$	5,071.50
BOSTON MUTUAL LIFE INSURANCE CO	$	1,878.68
BRAND ACCELERATION	$	11,005.00
CHANDLER UTILITIES	$	20.39
CONVENIENT CARE CENTERS	$	757.29
CREDIT MANAGEMENT, LP	$	22.00
DALLAS SCOTT	$	8.25
DEANNA MCCANDLESS	$	6.58
DORIS HORN	$	50.00
ELLIOTT, JASON	$	250.00
FIDLAR TECHNOLOGIES INC	$	1,000.00
FIRST BANKCARD	$	425.63
JBI CONSTRUCTION INC	$	15,800.00
JEFF WILLIS	$	50.00
JEFFREY L VALIANT	$	50.00
MIKE WINGE	$	50.00
MORRIE DOLL	$	734.25
NEOPOST USA INC	$	240.00
PAT BROOKS	$	93.32
PC QUEST	$	200.00
PSC	$	157.27
ROBINSON, AARON AND DORIS	$	16.94
SARAH E REDMAN	$	22.00
SHAMMAH INVESTMENTS LLC	$	3,770.55
SHEPHERD INSURANCE	$	922.50
STERNBERG INTERNATIONAL INC	$	34,500.00
STORAGE GUARDIAN	$	1,424.45
TERRY W. DAYVOLT	$	50.00
THE LANG COMPANY	$	87.11
TINA BAXTER	$	50.00
TYLER TECHNOLOGIES, INC	$	4,205.00
VAN AUSDALL AND FARRAR	$	55.80
VAN DOORN, NICOLE AND NIELS	$	975.44

VECTREN ENERGY DELIVERY	$	462.91
OFFICE DEPOT	$	150.36
WABASH VALLEY SERVICE CO	$	211.87
Grand Total:	**$**	**1,708,977.44**

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, July 24th, 2017. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,708,977.44 Dated this 24th day of July, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice-President

Bob Johnson, Member

Debbie Stevens, Auditor

Warrick County Claims for Payment

MOUNTAIN VALLEY OF EVANSVILLE	$	32.50
CULLIGAN	$	45.00
Grand Total:	$	77.50

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

JOHN DEERE FINANCIAL

Application ID: 12434629
Version Number: 2

LEASE PURCHASE AGREEMENT

LESSEE'S NAME AND PHYSICAL ADDRESS	LESSEE'S TAX ID NUMBER	LESSEE'S PHONE NO.	TYPE OF BUSINESS
WARRICK COUNTY HIGHWAY DEPARTMENT 555 ROTH RD BOONVILLE, IN 47601-9150	**-**0210	812-857-0094	County Government
LESSEE RESIDES IN (County/State) WARRICK, IN	LESSEE AGREES TO KEEP GOODS IN (County/State) See Equipment Location and County for each item of Equipment below		
NAME AND TITLE OF SIGNING OFFICER BOBBY HOWARD - COUNTY ENGINEER			

LESSOR'S NAME AND ADDRESS	PHONE NUMBER
Deere Credit, Inc. P.O. Box 6600 Johnston, IA 50131-2945	800-828-8207

This Lease Purchase Agreement, ("Lease Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee and any Co-Lessee identified above ("you" or "your").

Each Lessee and Co-Lessee shall be jointly and severally liable for all obligations under this Lease Agreement.

EQUIPMENT LEASED

Year	Make	Model	Equipment Description	Equipment Location	County	Outside City Limits
2016	JD	6135	6135E 2WD Utility Cab Tractor	BOONVILLE, IN	WARRICK	Yes

ADDITIONAL DETAILS

Product ID	Hour Meter	Asset Level Payment*	Selling Price
1P06135ECG0001551	2	$17,066.97	$72,526.61

*Asset Level Payments may not include applicable sales taxes. For purposes of this Lease Agreement, "Lease Payments" means the Lease Payment as identified below.

LEASE PAYMENTS

LEASE TERM START DATE: July 17, 2017
LEASE TERM END DATE: July 17, 2022

The first Lease Payment Due Date is July 17, 2017 and each successive Lease Payment is due on the same day of the Year thereafter, (the "Billing Period"), unless otherwise provided below

NUMBER OF PAYMENTS	AGGREGATE OF ASSET LEVEL PAYMENTS	SALES/USE TAX	LEASE PAYMENT	DUE DATE
5	$17,066.97	$0.00	$17,066.97	July 17, 2017

Amortization Schedule

Nominal Annual Rate 4.5%

Payment Number	Date	Lease Payment	Interest	Principal	Principal Balance
1	July 17, 2017	$17,066.97	$0.00	$17,066.97	$61,094.64
2	July 17, 2018	$17,066.97	$2,800.06	$14,266.31	$46,828.33
3	July 17, 2019	$17,066.97	$2,151.88	$14,915.39	$31,910.94
4	July 17, 2020	$17,066.97	$1,466.35	$15,600.62	$16,310.32
5	July 17, 2021	$17,066.97	$749.65	$16,317.32	$1.00

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the Equipment described in this Lease Agreement for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized in this Lease Agreement and all replacements, parts and repairs to the Equipment shall form part of the Equipment. This Lease Agreement is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit the Lease Payments indicated above each Billing Period and all other amounts (including applicable sales, use and property taxes) when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450, even if we do not send you a bill or an invoice. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL, AND NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. For any payment which is not received by its due date, you agree to pay a late charge equal to 1.000% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Lease Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease Agreement in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for taxes paid by you.

4. Ownership; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease Agreement and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on this Lease Agreement, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not permanently move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (i) laws, ordinances and regulations, (ii) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (iii) insurance policy terms and requirements; (c) perform (at your own expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made part of this Lease Agreement), naming Deere Credit, Inc. (and our successors and assigns) as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming Deere Credit, Inc. (and our successors and assigns) as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (a) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (b) the insurer will give us at least 30 days prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (a) protect your interests; or (b) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by this Lease Agreement. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of this Lease Agreement will continue to apply. If the Equipment cannot be repaired or replaced, you agree to pay us, the Principal Balance, as determined by us [illegible]

All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us. "Discount Rate" shall mean the Internal Rate of Return minus two percentage points (2%).

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001 Settlement Nbr: 12434628 Equipment Type: C & CE Commercial
Revision Date: 15 January 2017 Application ID: 12434628 Version Number: 2 07/18/2017 11:10 AM Page 2 of 4

8. Return of Equipment. If this Lease Agreement is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Lease Agreement you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

9. Default. [illegible]

10. Remedies. [illegible]

11. Assignment. [illegible]

12. Indemnity. [illegible]

13. Time Price. [illegible]

14. Representations and Warranties. [illegible]

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001 Settlement Nbr: 12434628 Equipment Type: C & CE Commercial
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15. Miscellaneous. WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. [illegible]

THE TERMS OF THIS LEASE AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS LEASE AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE AGREEMENT. THIS LEASE AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.
NOTICES TO THE LESSEE- DO NOT SIGN THIS LEASE AGREEMENT IN BLANK. YOU ARE ENTITLED TO A COPY OF THE LEASE AGREEMENT AT THE TIME YOU SIGN IT TO PROTECT YOUR LEGAL RIGHTS.

WARRICK COUNTY HIGHWAY DEPARTMENT

7/17/17 By: [signature]
(Date Signed) BOBBY HOWARD, COUNTY ENGINEER

Accepted By: Deere Credit, Inc. (Lessor)
6400 NW 86th Street, Johnston, IA 50131-6600

By: ______
(Date Agreement Signed) (Authorized Signature)

THE TERMS OF THIS CONTRACT ARE CONTAINED ON MORE THAN ONE PAGE

DOC7001 Settlement Nbr: 12434628 Equipment Type: C & CE Commercial
Revision Date: 15 January 2017 Application ID: 12434628 Version Number: 2 07/18/2017 11:10 AM Page 4 of 4

Contract No:R -30473 Change Order No.: 006
Page: 1

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information
District:VINCENNES DISTRICT
Contract No.: R -30473
AE:Schum, Curtis
Letting Date:11/16/2016
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Change Order No.: 006
Date Approved: 00/00/0000
EWA: N or Force Acct: N
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only
Description: Electronic Payroll Submission

Original Contract Amount	$ 6,072,995.00	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 20,862.34	Percent: 0.344 %
Total Change To-Date	$ 20,862.34	Percent: 0.344 %
Modified Contract Amount	$ 6,093,857.34	

Time Extension Information
Date Initiated 00/00/0000
Date Completed 00/00/0000

Original Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved
SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____
SS Days_____ SP Days Value $ _____

Revised Contract Time
SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

Contract No:R -30473 Change Order No.: 006
Page: 2

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)
Field Engineer _____ Date _____
Comments: _____

Contract No:R -30473 INDIANA Date:07/11/2017
Change Order No:006 Department of Transportation Page: 3

Contract: R -30473
Project: State:0500036
Change Order Nbr: 006
Change Order Description: Electronic Payroll Submission
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change

Total Value for Change Order 006 = $ 0.00

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is a result of Construction Memorandum 17-11. INDOT has added the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. This addresses the additional payroll submission requirements which will be added to the Standard Specifications on future contracts and is a zero dollar change order. This change order has been discussed with the INDOT project manager.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above. Notification and consent to this change order is hereby acknowledged.

Contractor: JBI CONSTRUCTION, INC. Signed By: _____
Date: 7/19/17

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -30473
Change Order No:006

INDIANA
Department of Transportation

Date:07/11/2017
Page: 4

(SIGNATURE) President (TITLE) APPROVED FOR LOCAL PUBLIC AGENCY (DATE)

(SIGNATURE) Commissioner (TITLE) (DATE)

(SIGNATURE) Commissioner (TITLE) (DATE)

SUBMITTED FOR CONSIDERATION

PE/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N925 CM
Indianapolis, Indiana 46204

PHONE: (317) 232-5502
FAX: (317) 232-5551

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 9, 2017

CONSTRUCTION MEMORANDUM
17-11

TO: District Deputy Commissioners
District Construction Directors
District Technical Services Directors
District Area Engineers
District Project Management Director
Project Management Director
District LPA Coordinators
Project Engineers/Supervisors
Field Engineers

FROM: John Leckie, Director
Division of Construction Management and District Support

SUBJECT: Electronic Payroll Submission by Contractors

The Department has decided that electronic payroll submission by contractors is in the best interest of all those involved moving forward, and therefore the Department will be making it a requirement in the near future.

Starting with all contracts let after July 1, 2017, electronic payroll submission will be a requirement of the Standard Specifications and will be in all contracts as Recurring Special Provision 103-C-254. The revision is to 103.06 and reads as follows:

The Contractor on each contract let by the Department shall be responsible for electronically filing certified payroll for its employees and any subcontractors on a weekly basis with the appropriate Department personnel and in a format acceptable to the Department. Failure of the Contractor to timely file certified payroll for its employees or any subcontractors, may result in the withholding of progress estimate payments until the certified payroll is properly submitted.

The Department also wants to add the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. The addition of this requirement will need to be added by a no cost Change Order. The PE/S can prepare this change order and add it now as the procedure for allowing this already exists in SiteManager.

A document for the overall "Contractor Payroll Process" is attached. Also attached is the SiteManager process for handling the electronic payrolls with screen shots included.

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Indiana
A State that Works

This information will be added to the GIFE in the near future but what you need to know now is attached to or part of this memo.

It should be noted that even though the PE/S may hold estimates until certified payroll is properly submitted, the PE/S should seek advice before doing so. The Department wants to take care of problems and issues that arise first, before holding estimates. For example, if the estimate is not coming in because a sub-contractor is having trouble understanding the process or has problems making it work, we want to work with that sub-contractor and educate them on how to make it work. Therefore, the PE/S should discuss the issue with the Area Engineer first to see if we can help clear up the issue.

Any questions should be directed to your Construction Management Field Engineer.

(2 attachments)

JHL/gep

Oak Grove

SMIC 639

Indiana Department Of Transportation
Report of Contract Final Inspection and
Recommendation for Acceptance

Contract R -36004
Date Construction Substantially Completed: 11/03/2016
(The contract is sufficiently completed so that it can be used for its intended purpose.)
All Contract Work Complete Date 11/16/2016
(The date all items were complete, except punchlist and removal of traffic control devices.)
Pre-Final Inspection made by Curt Schum, Steve Sherwood, Nick Will, Hunter Fields, Ryan Cross, Jamie Baehl, and Tyler Price
on 11/21/2016
Date Punch List Items Completed: 12/05/2016
Sod Maintenance Expired on : 11/18/2016
Date Failed Material Replaced: ~~00/00/0000~~
Final Inspection made by: Tyler Price
on 07/07/2017
and all work was found to be satisfactory from Station 134+00 to 169+40 Line C
Date Construction Signs and Temporary Traffic Control Devices Removed: 07/07/2017
Pavement Markings (have) (have-not) been placed in accordance with the IMUTCD manual or as directed by the District Traffic Engineer.
Right-of-Way (is) (is-not) clear of all encroachments.
Date of Last Work: 07/07/2017

RECOMMEND ACCEPTANCE

DISTRICT CONSTRUCTION ENGINEER

LOCAL PUBLIC AGENCY

*County or City signatures when required (at least two).

* By: Mark Wesselhoft
* By:
* By: