WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 14, 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. Looks like we have a Public Hearing first, so we need, I'd ask for a motion to vacate our meeting.

Dan Saylor: I make a motion to vacate the Commissioner Meeting.

Bob Johnson: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

PUBLIC HEARING
VACATING PUBLIC UTILITY EASEMENT
EPWORTH LINCOLN SUBDIVISION

Marlin Weisheit: Okay, Sheila, I guess…

Sheila Lacer: This is a Petition to Vacate several public utility easements, restricted utility easements. No actually it's not several, it's just a couple. I was on the wrong, I had the wrong one (1) in mind. This is in front of the new high school.

Marlin Weisheit: Okay.

Sheila Lacer: This is Epworth Lincoln Subdivision and there are public utilities which I believe the sewer easement got put in the wrong spot? Is that right? Or sewer…?

Jim Morley, Jr.: The sewer got put in a different spot than the plan.

Sheila Lacer: The sewer got put in a different spot. So, and in conjunction to vacating these easements they have also dedicated additional to take the place of what they were vacating. And they have, they have letters of non-objection from the utilities. They've noticed their adjacent property owners. Everything's in, it's been advertised. Everything's in good order.

Marlin Weisheit: Okay. Go ahead, Jim.

Jim Morley, Jr.: Jim Morley, Jr., Morley and Associates, Project Surveyor. So we did the plat for this project originally. And so the easements got recorded in the plat. During the construction process, after the plat was recorded, they had to move a sewer line. When they moved it, it no longer fell inside the easements that were recorded on the plat. So we granted additional easements to cover the sewer line where it is actually built. And so now we're just kind of cleaning up the plat and vacating the easements that never got used cause the sewer got put in a different place.

Marlin Weisheit: Okay. Anybody else here to speak on this? Okay. And that's all you got on this, Jim?

Jim Morley, Jr.: On this one (1), yeah.

Marlin Weisheit: So I'd entertain a motion to close the Public Hearing.

Dan Saylor: So moved.

Bob Johnson: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ACTION ON THE PUBLIC HEARING
ORDINANCE 2017-18

Marlin Weisheit: Okay, then we'll open the Commissioner Meeting back up for, to take action on the Public Hearing. Anybody have any questions on this. Looks like we'll need an Ordinance number won't we?

Roger Emmons: 2017-18.

Marlin Weisheit: '18. Okay. Anybody have any other questions?

Roger Emmons: Thanks to Kristine.

Marlin Weisheit: For Jim or Sheila on this? Just a matter of cleaning up a little housekeeping it looks like in that area there. So, school's open. It all looks good down there.

Jim Morley, Jr.: Yeah.

Marlin Weisheit: I'd entertain a motion if there are not further questions.

Dan Saylor: I make a motion to vacate the public utilities easements, Ordinance 2017-18.

Bob Johnson: I'll 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, Jim.

Jim Morley, Jr.: Thank you.

(Ordinance 2017-18 is located on Page 16 of these Official Minutes)

AREA PLAN COMMISSION
REQUEST FOR RELEASE OF SURETY
C-16-078

Marlin Weisheit: Okay, Sheila, you want to go ahead with Area Plan?

Sheila Lacer: Okay, the first thing we have on the agenda is a Request for Release of Surety. This is for a commercial driveway. C-16-078. It is by Carrols LLC. It's Lot 1 in Bellmoore Landing at 8959 Bellmoore Drive. We are currently holding a cashier's check in the amount of six thousand nine hundred and eighty-five dollars ($6,985.00). This is for the new Burger King restaurant that has opened. They have requested a release of the surety, saying it's in and it has been signed off by the Engineer's Department saying that they recommend release.

Marlin Weisheit: Mr. Howard? Is that right with you?

Bobby Howard: Yes, the driveway was constructed to the approved plan. I would recommend release of the surety.

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

Dan Saylor: I make a motion to release the surety for the Bellmoore Landing, Section 1, of six thousand nine hundred eighty-five dollars ($6,985.00).

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).

(Release of Surety, C-16-078, is located on Page 17 of these Official Minutes)

REQUEST FOR EXTENSION OF SURETY
FIELDCREST SUBDIVISION SECTION 2-1

Sheila Lacer: Okay, the next thing is a request to extend their surety. This is for Fieldcrest Subdivision 2, Phase 1 by Fieldcrest, LLC, Tom Thompson, Member. This is the drainage construction. We are holding a check for this as well. It's for five thousand four hundred twenty-four dollars ($5,424.00). The time limit expires on the 26th of 2017. They have had four (4) years. And they're requesting a one (1) year extension with no reduction in the amount.

Marlin Weisheit: Mr. Howard, are you okay with that?

Marlin Weisheit: Okay, if there's no questions, I'd entertain a, or, Jim, go ahead.

Jim Morley, Jr.: No, I'm good. I like the way you were going.

Marlin Weisheit: I mean I don't have any questions. Unless you guys do?

Bob Johnson: I make a motion to extend the surety of Fieldcrest Subdivision, Section 2-1.

Dan Saylor: Second.

Bob Johnson: Five thousand four hundred twenty-four dollars ($5,424.00).

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.

Jim Morley, Jr.: Thank you.

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

(Extension of Surety, Fieldcrest, is located on Page 17 of these Official Minutes)

STREET CONSTRUCTION PLANS
GATEWAY PLACE SUBDIVISION PP-17-09

Sheila Lacer: Alright, next we have Street Construction Plans. This is for Primary Plat 17-09, Gateway Place Subdivision, by Herbert Paul Grimm and Robert Byron Grimm. This is thirty-six and a half (36.5) acres located on the south side of (Hwy) 66, zero (0) feet southwest of the intersection of (Hwy) 66 and Grimm Road in Ohio Township. This has been continued a few times in order for everything to be gotten and together and so I'll let you take it from here.

Glenn Merritt: Glenn Merritt with Cash Waggoner. Engineer on the project. We have four hundred (400) foot of Orthopedic Drive that we're proposing to extend west off of Grimm Road for this four (4) lot, commercial subdivision. I'd be happy to answer any questions you may have. I know there's a traffic study that's being requested. And Bobby Howard will probably have some comments regarding them.

Bobby Howard: Yeah, at this time, I'd just recommend approval subject to the Traffic Impact Study being performed and then our final review of the Traffic Impact Study and street plans at that time.

Marlin Weisheit: Anybody have any questions? We all seen the emails on that earlier today. So you guys been working on that.

Glenn Merritt: Jim Morley, Jr. has something that he wants to add to this as well.

Marlin Weisheit: Okay.

Jim Morley, Jr.: Jim Morley, Jr., Project Engineer for the buyer of Lot 1. Lot 1 is the five (5) acre parcel on the southeast corner of the site. Lot 1 does not access the Orthopedic Drive or any of the road plans that are being discussed here today. And what I'd like to know is, if the Planning Commission would allow it, do you all have any objection to the secondary platting of Lot 1 prior to the road plans and traffic study being done for the entire subdivision?

Sheila Lacer: You would have to submit a secondary of just that one (1) lot.

Jim Morley, Jr.: That's what I'm talking about.

Sheila Lacer: And it would be Gateway Place Section 1?

Jim Morley, Jr.: Yeah, I guess I just wanted to see if that was okay with the, with this Board.

Bobby Howard: I would have no issue with it. Lot 1 has its own access to Grimm Road. And we already know what the use would be of that. And that is sufficient so they would just submit a commercial driveway application as part of that.

Sheila Lacer: We, I plan on speaking to that at the meeting this evening.

Jim Morley, Jr.: Okay. And I'll be at that meeting also. And then I think, based on some conversations…touch base on that?

Glenn Merritt: What Jim's bringing up is on the southeast corner of Lot 1 on the current plat it is, there is a small rectangular area coming off of the extension of Rabbit Run that was built with the Grimm Road extension that is called an out lot. And that is creating some conflict with the site layout for the nursing home facility that is to be designed on Lot 1. And they are requesting that to be removed. And the Grimm's, Bob and Bert, have agreed that that out lot can be removed. So what we would like to do is get rid of that out lot.

Sheila Lacer: So the out lot would be removed and that would become…?

Jim Morley, Jr.: Part of Lot 1.

Glenn Merritt: Part of Lot 1.

Sheila Lacer: Part of Lot 1?

Glenn Merritt: Correct.

Sheila Lacer: Would that be an issue with the street plans?

Bobby Howard: Nope. That existing drive location would be ideal for use of Lot 1.

Sheila Lacer: Okay, cause that, I think the original idea was that out lot was to be access/right-of-way for the property to the south. Will the property to the south…?

Bobby Howard: They have six hundred (600) feet plus of frontage.

Sheila Lacer: I don't think the Planning Commission would have a problem with that. Just ask, we'll ask that again at the meeting.

Glenn Merritt: Thank you.

Marlin Weisheit: So, Bobby, you're okay with approving this as long as the…?

Bobby Howard: Subject to our office's final review and the Traffic Impact Study.

Marlin Weisheit: Okay, and that works for you, Glenn?

Glenn Merritt: Yes.

Marlin Weisheit: Okay, I'd entertain a motion to that effect if you guys, unless you have any other questions?

Dan Saylor: I make a motion to recommend the PP-17-09, Gateway Place Subdivision plan.

Bob Johnson: I'll second that.

Dan Saylor: And…

Marlin Weisheit: And pending the…

Todd Glass: Subject to Engineer's final review and the Traffic Study.

Marlin Weisheit: Okay. Everybody understand the motion and the second? All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thank you very much. Good luck with it.

Glenn Merritt: Thank you.

(Gateway Place Subdivision, PP-17-09, is located on Page 17 through 18 of these Official Minutes)

VILLAGE OF LEXINGTON II
PP-17-11

Marlin Weisheit: You've got one (1) more Sheila?

Sheila Lacer: Well, I think we have the road dedication and street acceptance too, Mr. Commissioner. But we have the Village of Lexington II.

Marlin Weisheit: Okay.

Sheila Lacer: This is by First Federal Savings Bank, Kirby King is the Executive Vice President and Chief Lending Officer. This is three point three-seven (3.37) acres located on the west side of Vanada about two hundred fifty (250) feet south of the intersection of Ferstel and Vanada. And it's currently Lot 73 and 74 in Lexington Subdivision. What I believe they are doing, I have a large plat of that if you would like to look at it. What they are doing is taking them and creating a new PUD to make single family dwellings and they are going to have private, two (2) private streets. And that's, and that's really what's before you.

Marlin Weisheit: We looked at it during drainage.

Sheila Lacer: You've seen it? And they have been signed off by the Highway Depart…the County Engineer's Office.

Marlin Weisheit: Bobby, you're still okay with that?

Bobby Howard: Yes, the, all the streets are private and the dollar amounts are sufficient.

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

Bob Johnson: I make a motion to approve PP-17-11, the Village of Lexington II.

Marlin Weisheit: Have a motion.

Dan Saylor: Second.

Marlin Weisheit: 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. Good luck with it.

Tom Keith: Thank you very much.

Kirby King: Thank you.

(Village of Lexington, PP-17-11, is located on Page 19 of these Official Minutes)

ROAD DEDICATION-KING ROAD

Sheila Lacer: Okay, the next, I believe this is something that was brought up at a previous meeting. It is a road dedication for King Road and our office had prepared it and the Kings have signed the road dedication, dedicating the right-of-way for the legal that was on their deeds. And this needs signatures by the Commissioners.

Marlin Weisheit: Okay.

Sheila Lacer: Wanna...?

Todd Glass: Has that been approved by APC's counsel?

Sheila Lacer: It was just, it was a previous road dedication and we just went from a previous road dedication.

Todd Glass: Alright.

Marlin Weisheit: So do we need to make a motion on that? Didn't we approve that last meeting?

Bobby Howard: I wasn't at the last meeting. But my understanding is you accepted it for maintenance.

Marlin Weisheit: So do we need to make another motion today?

Todd Glass: No, just, no if you're just needing the signature now.

Sheila Lacer: Just needing the signatures on them.

Marlin Weisheit: Okay. We'll sign them.

(King Road Dedication is located on Page 20 of these Official Minutes)

STREET ACCEPTANCE-KING ROAD

Sheila Lacer: Next thing is dealing with King Road as well. It is the street acceptance of it. That document has been prepared and needs a signature in order for the County to take it over for maintenance.

Bobby Howard: Which you did at the last meeting.

Sheila Lacer: Oh, they, oh, I did not know that.

Bobby Howard: They accepted, yeah, they accepted it in certified mileage.

Sheila Lacer: Okay.

Bobby Howard: Added it to certified mileage.

Sheila Lacer: Okay.

Kristine Georges: It was all done in one (1) motion.

Marlin Weisheit: Yep. Thank you, Sheila.

Sheila Lacer: Alright, thank you.

Marlin Weisheit: Thank you, Kristine.

(King Road Street Acceptance is located on Page 20 of these Official Minutes)

APPROVAL OF MINUTES
JULY 24, 2017

Marlin Weisheit: Okay, Approval of Minutes from our, did you have anything else at all?

Sheila Lacer: No, I'm done.

Marlin Weisheit: Alright, well thank you very much. Approve of Minutes from our July 24th Commissioners' Meeting.

Dan Saylor: I make a motion to approve the July 24, 2017 Commissioner Meeting Minutes.

Bob Johnson: I'll 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).

ITEMS FOR DISCUSSION
COUNTY ADMINISTRATOR
BEP BID SET 5-AWARD OF BIDS

Marlin Weisheit: Items for Discussion, County Administrator.

Roger Emmons: Thank you, Mr. President. First item is to discuss bids for the Blight Elimination program. Bid Set #5 was taken under advisement at your July 10th and tabled again on the 24th of this meeting. Debbie Bennett-Stearsman with the Coalition is here to report and make a recommendation. Let me get my items. And she's going to recommend you award to Jerry Aigner Construction.

Debbie Bennett-Stearsman: Yes. Debbie Bennett-Stearsman with Economic Development Coalition. We have reviewed the bids received by Naas and Aigner and we are making a recommendation that you award the nine (9) homes in Bid Set #5 to Jerry Aigner Construction in the lump sum bid of one hundred twenty-seven thousand three hundred sixty dollars ($127,360.00).

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

Dan Saylor: I'll make a motion to award the BEP Bid Set #5 to Jerry Aigner Construction for the amount of a hundred twenty-seven thousand three hundred sixty dollars ($127,360.00).

Bob Johnson: I'll second that.

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).

Todd Glass: And you have a contract, and that's in proper order. So that's ready to go, Mr. President.

Debbie Bennett-Stearsman: Yes, we had a pre-demo conference with the State at 2:00 (PM) today and I have a partially executed, four (4) copies of a contract and their performance payment bond and their insurance certificates. I'll leave them all with Roger for signature.

Marlin Weisheit: Thank you, Debbie. Alright.

(Aigner Construction Agreement is located on Pages 21 through 22 of these Official Minutes)

PLAT VACATION/RIGHT-OF-WAY FOR SUNSHINE ESTATES

Sheila Lacer: Mr. Commissioner, I have an item I need to bring up before the Board. It wasn't on our agenda. I'm sorry.

Marlin Weisheit: Okay.

Sheila Lacer: This evening we had, at the Planning Commission Meeting. We have a plat vacation on our agenda and Jerry wanted me to bring this up in front of the Commissioners. There's nothing for you to sign. But they are vacating a portion of the plat and some of the right-of-ways. The streets, it's in Sunshine Estates. Streets have never been constructed. The people are wanting to vacate the subdivision and vacate all the right-of-ways. Sell it. Rezone it. And the young lady wants to purchase it and be able to put her horses back there.

Marlin Weisheit: Oh, okay.

Sheila Lacer: So in order to set, this is her right here, so in order for me to represent to the Planning Commission that the Commissioners have no objection, we needed to bring it before you this evening and let you see it. And I don't have a copy, do you have…?

Chelsea Hochstetler: Of the plat?

Sheila Lacer: Of the plat. This is right off Pruden Drive, Russell Road, Pruden Drive right up…

Chelsea Hochstetler: Chelsea Hochstetler, 944 Russell Road, Chandler.

Sheila Lacer: This is Russel Road right here. This is Pruden Drive. It runs back. They are going to vacate this acreage right here. This road, Sunshine Drive, these roads have never been constructed. Nothing's ever been back there.

Marlin Weisheit: Okay.

Sheila Lacer: This subdivision's been on the books for years. And they're just wanting to make it go away.

Marlin Weisheit: Go ahead. If you want to just...

Chelsea Hochstetler: Oh, yeah, pretty much what just what Sheila said. Larry and Barb Wood actually own the property and they're wanting to vacate that portion outlined in that plot map. And then I want to purchase that from them. We're going to rezone it in Ag tonight and then I want to build a horse barn and build an arena on the property.

Marlin Weisheit: And it looks like ten point three-five-eight (10.358) acres? It that what, this area here?

Chelsea Hochstetler: Yes, that's correct.

Marlin Weisheit: Anybody have any questions?

Todd Glass: Sheila, are you just looking for a consensus?

Sheila Lacer: Just a consensus.

Todd Glass: From the Board?

Sheila Lacer: That the Board doesn't have, does not have an issue. Because the plat, everything will be vacated by the Planning Commission. But we just as a courtesy to bring it before this Board because you are over the streets.

Marlin Weisheit: Okay. Anybody have any questions? And I'm okay with it if you just want a consensus.

Sheila Lacer: That's what we needed. Okay.

Marlin Weisheit: All three (3) of us. Thank you. And thank you for coming.

Chelsea Hochstetler: Thank you.

Marlin Weisheit: Good luck with that.

FMLA LEAVE-STORM WATER

Marlin Weisheit: Okay, Roger, go ahead.

Roger Emmons: Thank you, Marlin. Next item is a request for FMLA Leave. And I copied you on the August 17th email regarding this agenda item. Everything's in order. Required paperwork, proper signatures, and I'd recommend your approval.

Marlin Weisheit: Have a motion?

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

Dan Saylor: Second.

Marlin Weisheit: All in favor?

Dan Saylor: Aye.

Bob Johnson: Aye.

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

QUOTES FOR NEW LIGHTING PROJECT AT COURT SERVICES BUILDING

Roger Emmons: Next is to open quotes for a new lighting project at the Court Services Building. And I only received one (1) and that was via email. It was due in our office today by 4:00 PM. I received it from D & M Construction, INC. And I'll read you their quote. If I can find it. One (1) thing they did not list, and I pointed this out in a reply email to Julie Malone, was that on Page 6 it was asked, it stated if you were to be awarded this project, approximately when could you start and approximately how long do you think it would take to complete? They left that section blank. And, let's see, their total quote amount is eight thousand four hundred fourteen dollars and fifty-seven cents ($8,414.57). Now it was, let me find it. There was an alternate I think that Joe had listed. It had to do with a conduit. (Inaudible).

Dan Saylor: Roger, do you know if D & E Construction has done any work for us before? The County?

Marlin Weisheit: D & M.

Bob Johnson: D & M.

Dan Saylor: D & M.

Roger Emmons: D & M?

Marlin Weisheit: They have.

Roger Emmons: Yes, they have.

Marlin Weisheit: And they've done some work on the Harbor House itself out there.

Dan Saylor: So we're familiar with them.

Roger Emmons: The alternate has to do with run underground wiring conduit to a fixture base adjoining the front parking lot. Excavate, form, and pour a concrete footing and set a sixteen (16) inch round form to provide the base for the fixture. And to set post bolts in the round base at the time of the pour. Install County supplied pole fixture on the finished base that connects the fixture to the wiring. The total for the alternate is two thousand five hundred sixty-eight dollars and thirty-nine cents ($2,568.39). And at this time I would ask the Board to take this one (1) bid under advisement. Take it under advisement so Joe can study it and make sure it's met all the requirements of the quote, or the invitation to quote.

Marlin Weisheit: Okay, I agree with you. Can I have a motion to that effect?

Bob Johnson: I make a motion to take it under advisement and to let Joe vet it out.

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) to take it under advisement. Thank you, Roger.

Roger Emmons: Thank you.

TAX SALE CERTIFICATES READY FOR SIGNATURE

Roger Emmons: Couple of items, one (1) is the Tax Sale Certificates assigned to Boonville NOW. And those have been prepared for Marlin's signature on these sixteen (16) tax sale certificates with Auditor Stevens to witness and attest. We can do that after the meeting. I don't think there's anything...

Todd Glass: That's right. They've been previously approved.

Roger Emmons: Right.

COURTHOUSE RENOVATION UPDATE-RFQ

Roger Emmons: The other thing I wanted to report. On the, we sent out the RFQ's to five (5) different firms, statements of qualifications for the Courthouse Renovation Project. Excuse me. We received three (3) submittals. Hafer Design, DLZ, and ESG. That's all I have.

Marlin Weisheit: And we're going to meet with them next Wednesday, is it?

Roger Emmons: Uh, yeah. The interviews are next Wednesday, August 23rd, beginning at 10:00 AM. We haven't established the order yet, but of course that's forthcoming.

Marlin Weisheit: Okay.

Roger Emmons: What I have to do this week is to call all the references in those three (3) submittals and get that information to you as soon as possible so you can have it. You know for when we do the interview process.

Marlin Weisheit: Thank you, Roger. On the fast track.

Roger Emmons: Yes. Appreciate it.

Marlin Weisheit: Is that it for you?

Roger Emmons: Yes, Sir.

COUNTY ATTORNEY
BARRACUDA CLOUD STORAGE FOR SHERIFF'S OFFICE

Marlin Weisheit: Then we'll go to County Attorney. Mr. Glass.

Todd Glass: Thank you, Mr. President. A few odds and ends to bring the Board up to date on. The first one (1) being the Barracuda Cloud Archival Contract for the Sheriff's Department. I believe all we need to do is submit that to the Board for formal approval. I think they've got everything in place for that. It's just that I do now have the service contract. Their terms and conditions, license agreement, and their service terms, all those are in hand. I believe that's an annual subscription license for all the licenses the Sheriff needs for his department. It is identical to the Cloud Archival Contract that we approved in April for other County Offices and merely needs to be approved formally by the

Marlin Weisheit: So you need a motion on that one (1)?

Todd Glass: Yes.

Marlin Weisheit: Okay, anybody have any other questions in reference to the Cloud Storage?

Todd Glass: I believe that's fifteen hundred and eight dollars and thirty-two cent ($1,508.32) contract for eighty-eight (88) licenses again for Cloud Archival.

Marlin Weisheit: We had a lot of discussion on that earlier. I'd entertain a motion to approve.

Dan Saylor: I make a motion to approve the Cloud Storage for the Sheriff's Office Service Contract, license for fifteen hundred and eight dollars and thirty-two cents ($1,508.32).

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.

(Barracuda Cloud Archival is located on Page 27 of these Official Minutes)

TAX EXEMPT REVENUE BOND FINANCING FOR HERITAGE WOODS

Todd Glass: Thank you. And just by way of making the Board aware. We have a proposed tax exempt revenue bond financing for Heritage Woods of Newburgh which is also there in that Grimm Road and (Hwy) 66 area. But I just wanted the Board to know, that is on hold for the moment. The developer is waiting on State of Indiana approval for their tax exempt bond cap application. So we should hear back from them perhaps in September and then I'll come back to the Board with more information on that.

LINE ITEM FOR REVENUES FROM ORDINANCE VIOLATIONS

Todd Glass: I do want to advise the Board on the Ordinance Violations Line Item review. We're still trying to get that mapped out between the Clerk's Office and the Auditor's Office and we should have that done any day now to know how to receipt those Ordinance Violations and payments in before they've actually been filed.

WARRICK COUNTY BOARD OF TOURISM DRAFT ORDINANCE

Todd Glass: On a couple other matters, Mr. President, on, we need to begin work on a draft Ordinance creating a Board of Tourism, Warrick County Board of Tourism. And I didn't know what the Board's wish was regarding that as far as investigation as to the different options for that Ordinance and what that draft, what you want in that draft. Do you want to have one (1) of the Commissioners take that project on with me to investigate the contents of what you want in that draft? Or how do you want me to go about doing that? That's before the Board. So I know the Chamber of Commerce is willing to assist. Basically you need to have a few meetings with the various stakeholders in the County and see exactly what kind of a framework you want to have in that Ordinance and what you want to see in the draft.

Marlin Weisheit: Yeah, and I'd be glad to work with you on that, Todd, unless one (1) of these gentlemen would prefer to? And also I'd like to communicate with our County Council, if someone on there wants to help us with that too.

Todd Glass: Certainly.

Marlin Weisheit: To set up who appoints who. We can all work together on that and get that accomplished.

Todd Glass: Well, why don't I get with you tomorrow or, or thereafter and we'll suggest a couple meetings with the key stakeholders and get a discussion going so we can start getting a draft of that together.

Marlin Weisheit: Okay, sounds good.

Todd Glass: Okay, very good.

Marlin Weisheit: Thank you.

PROCUREMENT POLICY UPDATE

Todd Glass: On the similar situation really on the Procurement Policy, I have a draft out to you on that. It's rather lengthy Ordinance. But it does to a larger degree state Indiana State Statutory framework for purchasing and procurement of services and equipment. But I do want to make sure that that draft that I've put in front of you has everything in it that you want. Certainly the Auditor and or maybe the Treasurer's Office may want to have some input into that. But I haven't gotten any feedback yet on that. Perhaps I can get back with the Auditor's Office and see what they say. I'll feed that to the three of you and we'll see how that draft is going. We probably don't need to do anything more than that. Just see what you think on the content.

PAYMENT OF CLAIMS AND CREDIT CARD ACCOUNTS

Todd Glass: Same with the Payment of Claims and the payment of credit card accounts. That draft's before the Board. And I just need any input on whether or not there's any edits or changes needing to be made of that. And both of those proposed Ordinances could probably be set for First Reading next meeting if you wish.

Marlin Weisheit: Sounds good.

GOOD NEIGHBOR POLICY

Todd Glass: We have another large task on weed and trash clean up and good neighbor Ordinance draft that's in it's initial stages. I, I sent an email out to the Board asking if one (1) of the Commissioners would assist with that. I believe Commissioner Saylor volunteered for that. And if that's okay with the Board, we'll keep plugging away on that draft and try to get that advanced for you also.

Marlin Weisheit: Sounds good.

MCCOOL ROAD UPDATE

Todd Glass: I do want to report to the Board that I have responded back to Chandler as of today on McCool Road stating that we are exactly correct and Chandler is terribly wrong in their position. And I've again repeated our request to maintain and clear the north right-of-way of McCool Road. And as soon as I get a response in the next couple of days, I will forward that to you.

Marlin Weisheit: Thank you.

Todd Glass: That's all, Mr. President.

JUDICIAL CENTER CONVEYANCE OF LAND

Marlin Weisheit: Anybody have any questions for Counsel?

Todd Glass: Oh, I'm apologizing. I did want to mention that there's work to be done on the Warrick County Judicial Center Building Corporation conveyance of land. As it turns out, I believe there's not only land to re-convey back to the County but also to the City of Boonville. And an easement that's all in the name of this Judicial Center Building Corporation, which I found out today was dissolved fourteen (14) years ago administratively by the State of Indiana. So I've got to administratively reinstate, I believe, that Judicial Center Building Corporation in order to dissolve it. So the, the, the, the law is working for us and against us I guess on that. But I do want you to know, with Mark Hendrickson's assistance, I'm trying to figure out exactly what needs to be done to clear all that up.

Marlin Weisheit: Thank you. Keep us aware.

Todd Glass: I'll keep you updated.

Marlin Weisheit: There you go. Okay, appreciate the update today on it.

COUNTY AUDITOR
NON-CERTIFIED CLAIMS

Marlin Weisheit: County Auditor.

Debbie Stevens: Good evening. I'm Debbie Stevens, Warrick County Auditor. I have a few Claims. They've been audited for correctness. We have an Office Depot, this is, these are Non-Certified's, I'm sorry. Office Depot, coffee creamer, spoons. We have a couple, we have a Mountain Valley water. Let's see, we have, I thought there was another one (1) in here. Yeah, purchases of water. We've got, this Claim I wasn't too sure on. I really didn't have a policy for it. It's clothing. And it's a Highway Department purchase. WESCO. I think I sent all these to you.

Marlin Weisheit: Yes.

Debbie Stevens: None of them are surprises. Alright. And then another employees parking ticket. So those are all Non-Certified, but audited for correctness. And the total on those is one thousand eight hundred sixty-eight dollars and thirty-seven cents ($1,868.37). I'll let you sign off on those.

Marlin Weisheit: Okay. I'd entertain a motion to approve the Non-Certified Claims.

Dan Saylor: I make a motion to approve the Non-Certified Claims.

Bob Johnson: Sorry.

Dan Saylor: On those shirts, they were safety shirts, right? That had the safety...

Bobby Howard: Yes, those are the safety shirts.

Dan Saylor: That's really part of their uniform.

Marlin Weisheit: That was Steve.

Debbie Stevens: Thank you for that. There was really no detail.

Marlin Weisheit: (Inaudible) went to the (inaudible).

Bobby Howard: No one's ever asked me a question, so, I...

Dan Saylor: I think that's imperative that they have. That was part of my idea. I kind of thought that that was a safety issue when guys are out there working. If one (1) of those guys get hit

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

Dan Saylor: Aye.

Bob Johnson: (Inaudible)

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

Debbie Stevens: Thank you.

(Non-Certified Claims are located on Page 23 of these Official Minutes)

CLAIMS

Debbie Stevens: Then I have our regular Accounts Payable Voucher for the past two (2) weeks of two million nine hundred nine thousand...nine thousand eight hundred five dollars and thirty-three cents ($2,909,805.33).

Marlin Weisheit: Give me that again.

Dan Saylor: Yeah.

Debbie Stevens: I did say that rather choppy didn't I? Two million nine hundred nine thousand eight hundred five dollars and thirty-three cents ($2,909,805.33).

Marlin Weisheit: Alright. Anybody have any questions on the regular Claims.

Bob Johnson: Make a motion to pay the Claims.

Dan Saylor: Second.

Marlin Weisheit: Have a motion and a second.

Dan Saylor: (Inaudible) say the number. Aye.

Marlin Weisheit: Aye.

Bob Johnson: (Inaudible).

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

Debbie Stevens: You're welcome. Thank you.

(Claims are located on Pages 23 through 24 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY
LPA CONSULTING CONTRACT
AMERICAN STRUCTUREPOINT

Marlin Weisheit: County Engineer/Highway.

Bobby Howard: I guess I have a few items tonight. The first of which is on the agenda here. It's the LPA Consulting Contract for the Oak Grove Phase III construction inspection. This agreement has been reviewed by INDOT. I did receive approval today from INDOT to proceed with this. And I'd ask for approval. This project is to let this November. The total amount of the contract is four hundred ninety-nine thousand five hundred ninety-nine dollars and sixty-two cents ($499,599.62) of which eighty (80) percent should be reimbursed by the Federal Government.

Todd Glass: Everything is in order, Mr. President.

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

Dan Saylor: I'll make a motion to approve the Oak Grove Phase III agreement with American Structurepoint.

Bob Johnson: I'll 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.

(American Structurepoint LPA for Oak Grove Phase III is located on Pages 28 through 33 of these Official Minutes)

HANDICAP PARKING SPACES AT OHIO TOWNSHIP LIBRARY

Bobby Howard: The next item I have on the agenda is a request to allow handicap parking, utilizing a portion of the drop off lane on Lakeshore Drive in front of the Ohio Township Library. Is Ms. Smith here?

Trista Smith: I am.

Bobby Howard: If you want to speak to anything.

Trista Smith: (Inaudible).

Marlin Weisheit: Could you come up and just state your name since you're...

Trista Smith: Yeah, sure.

Marlin Weisheit: Since you made your time to come see us. Thank you for being here. Just state your name.

Trista Smith: Trista Smith, and I am the Director of the Ohio Township Public Library System. The Bell Road Branch has the drop off lane. We have gotten a lot of feedback from the community that our handicap parking spaces are too far away from the doors. So we'd like to take half of that drop off lane and make it into two (2) handicap parking spots to give people a little closer access.

Bobby Howard: And I have reviewed it and there is no issues there to use the, you wanted to use the southern portion of the drop-off lane?

Trista Smith: Um hum.

Bobby Howard: There's still plenty of room for the drop off lane to be utilized. And, and normally this is something you would do as far as the handicap spots and the painting...

Trista Smith: Correct, correct.

Bobby Howard: The signage there, that's there, if you need us to remove some of the no parking signs and things...

Trista Smith: Okay, okay.

Bobby Howard: We can do that on that end.

Trista Smith: Okay, thank you.

Bobby Howard: But I'd recommend approval.

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

Dan Saylor: I make a motion to approve the handicap parking spaces for the Ohio Township Library.

Bob Johnson: I'll 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, Trista.

Trista Smith: Thank you.

Marlin Weisheit: Have a good day. You have anything else, Bobby?

OAK GROVE ROAD PHASE II
CHANGE ORDER V

Bobby Howard: I do have two (2) other items that have come in since the agenda. One (1) is Change Order V for the Oak Grove Road II Project. This is a time extension Change Order which INDOT has already approved. This was due to the Notice to Proceed getting issued late while they were waiting for our payment a couple years ago. And the system never got that cleared out. That the substantial completion date didn't get pushed back. So in the system it looks like their consult...our contractor was late. When in fact he wasn't. He was per the contract, so INDOT needs this cleared up and basically we just need to sign that we were willing to change the intermediate completion date on the job. And it's just a formality. So I'd recommend approval.

Marlin Weisheit: Entertain a motion.

Bob Johnson: What's the motion for?

Marlin Weisheit: Change the completion date on Oak Grove II.

Bobby Howard: Approve Change Order V.

Bob Johnson: I make a motion to approve Change Order for moving out the date on Oak Grove Phase II.

Dan Saylor: Second.

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

Bob Johnson: Aye.

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

Bobby Howard: And for the record that project is complete.

Marlin Weisheit: Yes.

(Oak Grove Road, Phase II, is located on Pages 25 through 26 of these Official Minutes)

BRIDGE 374-NEW BEAMS

Bobby Howard: And then the last item I have is in regards to Bridge 374. The bridge project, the plans had called for trying to salvage some of those beams and once the contractor removed the deck we were able to look at some of the ends of those beams. They were not salvageable. We did have a line item in the contract for new beams. And the cost of new beams came to fifty-five thousand six hundred and eighty dollars ($55,680.00). So I need approval to, I did get a consensus so that we could order the beams, but I need an approval to, to go ahead and approve that dollar amounts for the construction record.

Marlin Weisheit: I'd entertain a motion.

Dan Saylor: I make a motion to approve the beams for Bridge 374 for fifty-five thousand six hundred and eighty dollars ($55,680.00).

Bob Johnson: I'll second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: (Inaudible).

Marlin Weisheit: Aye. Motion carries three, zero (3-0). And just for the record, that's the bridge off State Road 61 on Vann Road.

Bobby Howard: Off Vann Road, off Vann Road that's under construction.

Marlin Weisheit: And it's probably a good thing that we dug into that bridge. We was going to widen it, but the beams was deteriorating on each end.

Bobby Howard: And it still will be widened. We'll just have to have new beams.

Marlin Weisheit: New beams.

Bobby Howard: Which is a good thing.

Marlin Weisheit: With all the traffic and the concrete trucks and the school busses, it's just, I'm very glad that, we've got that bridge underway. Have it safe. So good job, Bobby. You have anything else?

Bobby Howard: No, Sir, that's all I have.

(Bridge 374 Change Order is located on Page 27 of these Official Minutes)

COUNTY PURCHASING

Marlin Weisheit: Okay, County Purchasing is on vacation. Roger, you took care of all Joe had, didn't you?

Roger Emmons: Yes, Sir.

COUNTY SHERIFF
WATER DAMAGE TO FIRE SECURITY SYSTEM

Marlin Weisheit: County Sheriff.

Brett Kruse: The only thing I have is my fire detection system was vandalized by my water softener. And caused some damage to it. It's a thirty (30) year old system. Five Star has the County Contract on the maintenance. And service on that, they have been up checking into it. There are, several thousand dollars to replace the existing analog system with used parts and so Chad Bennett is looking into a new, complete new system. I haven't heard a total figure on it. I know it was a hundred and ten smoke alarms, smoke detectors in the building. I think they run about seventy dollars ($70.00) a piece plus installation. And then whatever the circuit board costs. So I just wanted to make you aware he's putting prices together I think on fixing the old one (1) and on replacing it.

Marlin Weisheit: In my conversation with him about a half hour before the meeting started, he hoped to have it ready today. But he's still working both ways.

Brett Kruse: Right.

Marlin Weisheit: But the new system could cost as high as twenty thousand ($20,000.00) but considering the old systems going to be well over ten thousand ($10,000.00) there's probably not much comparison here.

Brett Kruse: No. And the, it's my understanding, because we replaced one (1) of these boards about two (2) months ago, and it's not new parts. They're reconditioned boards.

Marlin Weisheit: Reconditioned, yeah.

Brett Kruse: And they come with a ninety (90) day warranty. But...

Marlin Weisheit: Yeah, and they're very expensive, aren't they?

Brett Kruse: Yeah.

Marlin Weisheit: It would be a good time to replace it while it's in there. No knowing if the insurance is going to help us at all. I don't know. But as far, we don't have a dollar amount to prove today. But Chad is our vendor there. As far as...

Brett Kruse: Right.

Roger Emmons: When I talked to him, he did say, Plan A which was replacing a thirty (30) year system would be about nineteen thousand three hundred ($19,300.00). But he's going to get that to this, to us in writing.

Marlin Weisheit: Yeah.

Roger Emmons: The Board and myself, breaking things down. So I'm, I'm glad President Gary Meyer's here from County Council. We're going to be begging for more money from him.

Marlin Weisheit: (Inaudible).

Roger Emmons: So it's a thirty (30) year old system.

Marlin Weisheit: Which as far as today, Todd, don't you think the Commissioners just need to authorize the Sheriff to go ahead with the...

Todd Glass: Certainly. Once you have a contract, if it needs to be hopped on very quickly, we can review it the same day. If you need to have it approved between now and the next meeting, you can do so and approve it in the interim at the next meeting so that the Sheriff can keep moving forward on it.

Marlin Weisheit: Yes, it's very important that we keep the fire alarm system going in our Jail.

Brett Kruse: Right.

Marlin Weisheit: Now that you're pretty full capacity, I know you're bringing in revenue too from Vanderburgh County which will help offset some of the cost and the burden. I'm sure you'll be taking this to the Council with our approval that we need to maintain it. So I don't know what other action we need to take today other than just a consensus from us to fix it ASAP.

Roger Emmons: Yeah, consensus.

Marlin Weisheit: Okay. Thank you very much for making us aware of it.

Brett Kruse: No problem.

Marlin Weisheit: Okay.

Dan Saylor: I have one (1) question. Roger, is that, can that be covered by insurance? I know that, I mean is that an insurance claim? Or no?

Marlin Weisheit: Well, it's water damage to start the issue.

Roger Emmons: Yeah, I'll check.

Marlin Weisheit: But I know they won't replace, they might help with some of it. Might be worth checking into.

Roger Emmons: Okay.

Marlin Weisheit: I know they won't pay for the whole new system. But maybe they'd pay for some of the damage that was done that was going to...

Roger Emmons: And that was a water softener with that?

Marlin Weisheit: A water line broke in the supply room.

Dan Saylor: Water line broke.

Marlin Weisheit: Water line broke. Doused the electronics of the...

Dan Saylor: Is that possible, Sheriff? I mean the insurance? That...

Brett Kruse: Yeah, (inaudible) okay.

Roger Emmons: I'll check with Rita.

Brett Kruse: (Inaudible).

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Mr. Johnson, do you have anything?

Bob Johnson: No, Sir.

Marlin Weisheit: You have anything else?

Dan Saylor: No, Sir.

Marlin Weisheit: Entertain one (1) more motion.

Dan Saylor: I make a motion to adjourn.

Bob Johnson: Second.

Marlin Weisheit: All in favor.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

ADJOURNMENT: Meeting adjourned at 4:45 PM.

WARRICK COUNTY BOARD OF COMMISSIONERS

MARLIN WEISHEIT, PRESIDENT

DAN SAYLOR, VICE PRESIDENT

ROBERT JOHNSON, JR., MEMBER

ATTEST:

DEBORAH K. STEVENS, AUDITOR
WARRICK COUNTY, INDIANA

Minutes transcribed by Kristine Georges

NIC

2017R-007076
PAT BROOKS
WARRICK COUNTY RECORDER
RECORDED AS PRESENTED ON
08/14/2017 10:28 AM
REC FEE 9.00
PAGES 4

Ordinance No. 2017-18

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

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

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

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

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

Portion of a 6 foot Public Utility Easement (P.U.E.)

Part of Lots 1, 2, 3 and 5 in Epworth Lincoln Subdivision recorded in Document Number 2016R-005112 in the Office of the Recorder of Warrick County, Indiana, lying in the Southeast Quarter of the Northwest Quarter of Section 29, Township 6 South, Range 9 West, Ohio Township, Warrick County, Indiana, and being more particularly described as follows:
Beginning at the southeast corner of said Lot 5; thence along the south line thereof, North 89 degrees 37 minutes 24 seconds West 85.92 feet; thence North 56 degrees 34 minutes 52 seconds East 10.64 feet; thence South 89 degrees 41 minutes 10 seconds East 77.16 feet; thence South 89 degrees 37 minutes 24 seconds East 453.65 feet; thence South 00 degrees 19 minutes 53 seconds West 6.00 feet; thence North 89 degrees 37 minutes 24 seconds West 453.65 feet to the point of beginning containing 0.07 Acres (3,207 sq.ft.).

20 foot Restricted Public Utility Easement (R.P.U.E.)

Part of Lots 1, 2 and 3 in Epworth Lincoln Subdivision recorded in Document Number 2016R-005112 in the Office of the Recorder of Warrick County, Indiana, lying in the Southeast Quarter of the Northwest Quarter of Section 29, Township 6 South, Range 9 West, Ohio Township, Warrick County, Indiana, and being more particularly described as follows:
Beginning at the southwest corner of said Lot 2; thence along the west line thereof, North 01 degrees 08 minutes 58 seconds East a distance of 20.00 feet; thence South 89 degrees 37 minutes 24 seconds East a distance of 459.01 feet; thence South 00 degrees 19 minutes 53 seconds West a distance of 20.00 feet; thence North 89 degrees 37 minutes 24 seconds West a distance of 460.20 feet to the point of beginning, containing 0.21 Acres (9,201 sq.ft.).

See Exhibit "B" for Exhibit of Areas being vacated.

That based upon comments received from Vectren, both the P.U.E. and the R.P.U.E. described above will be subject to the following:

J:\9000\9100-9199\9169\Surveying 8D\Documents\Easement Vacation\9169 Ordinance-easement-vacate.doc

Electric line:
An easement with the right to construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove one or more electric lines above or below ground, whether facilities are above or below ground, together with all appurtenances and appliances, fixtures or equipment as may be convenient or necessary for the transmission of electric energy, upon, over, under and across said strips of land, as shown on the attached drawing, made a part hereof, and marked Exhibit "A", together with the right of ingress and egress over the lands to and from said facilities in the exercise of the rights herein granted. The Company also reserves the right to trim or remove, at Company's sole discretion, any and all trees located within said strips of land, and the right to trim or remove, at Company's sole discretion, any and all trees located outside said strip of land that are of such height that in falling directly to the ground they could come in contact with said above ground facilities, and the right to remove brush or other obstructions from said strip of land.

Gas line:
An easement with the right to lay, construct, inspect, maintain, operate, repair, alter, relocate, enlarge, rebuild and remove a pipe line, together with drips, tie-overs, valves, anodes, protective facilities, and all other appurtenances thereto, whether above or below the surface, convenient or necessary for the transportation of gas or other substances which can be transported through a pipe line, in, under, over, across, upon, and through said strips of land, as shown on the attached drawing, made a part hereof, and marked Exhibit "A", together with the right of ingress and egress over the lands of Grantor to and from said pipe line in the exercise of the rights herein granted. The Company also reserves the right to trim or remove, at Company's sole discretion, any and all trees, brush or other obstructions located within said strips of land.

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

Board of Commissioners for Warrick County

President

Vice-President

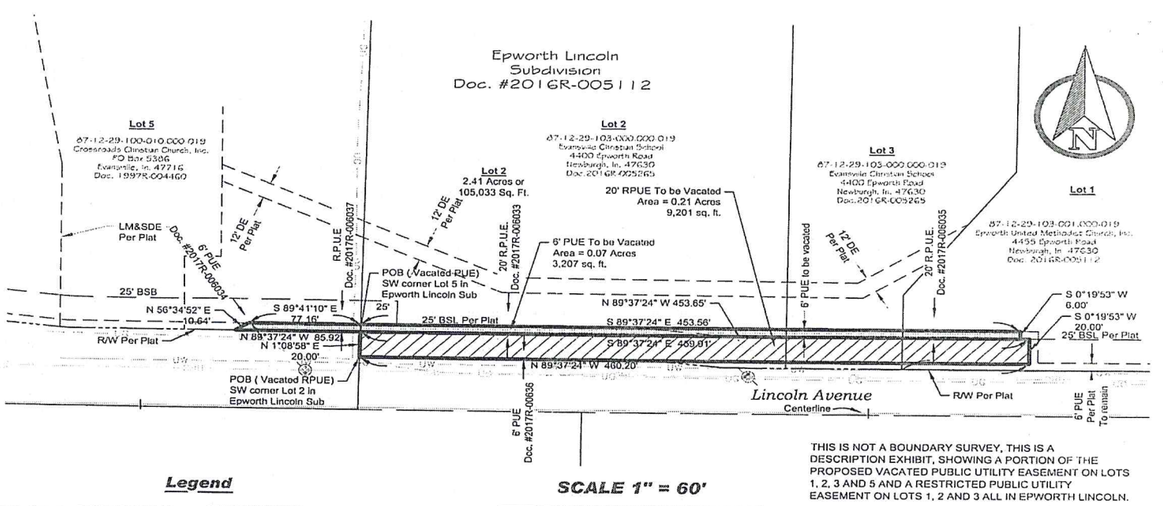
Attest:

County Auditor

Tax Parcel Numbers: 87-12-29-103-001.000-019 (Lot 1), 87-12-29-103-002.000-019 (Lot 2), 87-12-29-103-003.000-019 (Lot 3) and 87-12-29-103-005.000-019 (Lot 5)

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

J:\9000\9100-9199\9169\Surveying 8D\Documents\Easement Vacation\9169 Ordinance-easement-vacate.doc



THIS IS NOT A BOUNDARY SURVEY, THIS IS A DESCRIPTION EXHIBIT, SHOWING A PORTION OF THE PROPOSED VACATED PUBLIC UTILITY EASEMENT ON LOTS 1, 2, 3 AND 5 AND A RESTRICTED PUBLIC UTILITY EASEMENT ON LOTS 1, 2 AND 3 ALL IN EPWORTH LINCOLN.

Legend

- Building Setback Line
- Easement Line
- Property Boundary Line
- Right-of-way Line
- DE Drainage Easement
- PUE Public Utility Easement
- RPUE Restricted Public Utility Easement
- 6' PUE To be Vacated
- 20' RPUE To be Vacated

SCALE 1" = 60'

60 0 60 120

EXHIBIT "B"

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS
4800 Rosebud Ln.
Newburgh, IN 47630
812.464.9585 Phone
812.464.2514 Fax
morleycorp.com

Vacation Exhibit
Epworth Lincoln Subdivision
Doc. #2016R-005112

Drawn by: RAS	Job Number: 9169.4.0018
Project Mgr: DKB	Date: 7/19/2017
Filename: 9169-VACATE RPUE & PUE Exhibit-2016	

C-16-078
Release of Surety

GBC DESIGN, INC.
565 White Pond Drive • Akron, OH 44320-1123 • Phone 330-836-0228 • Fax 330-836-5782 • www.GBCdesign.com

July 21, 2017

Warrick County Area Plan Commission
107 W. Locust St.
Courthouse, Room 208
Boonville, IN 47601

Attention: Sherri Rector

Subject: **Burger King Cashier's Check - $6,985.00**
8959 Bellmoore Dr.
Newburgh, IN
GBC Project No. 48175

Recommend Release of ILOC
7-25-2017

Dear Sherri,

I hereby certify to the completion of the commercial driveway entrance for the subject project. Please release the Cashier's Check to Carrols LLC.

Very truly yours,

John E. Walsh, P.E.

c: file

JOHN E. WALSH REGISTERED No. 10707525 STATE OF INDIANA PROFESSIONAL ENGINEER

FILED
JUL 24 2017
WARRICK COUNTY
AREA PLAN COMMISSION

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 8/14/17

Extension of Surety

MORLEY
ARCHITECTS | ENGINEERS | SURVEYORS

812.464.9585 Office 812.464.2514 Fax
4800 Rosebud Ln., Newburgh, IN 47630
morleycorp.com

July 21, 2017

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

FILED
JUL 21 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Re: Fieldcrest Place Phase 2 Section 1
Letter of Credit Extension Request Letter
Morley Project #5138.4.003B

Dear Plan Commission:

On behalf of our client, Fieldcrest LLC, of the above referenced subdivision, we respectfully request a one year extension for the same amount as on the existing posted surety of $5,424.00. Approximately 95% of the private storm sewer has been constructed in general accordance with the approved construction plans and the Subdivision Control Ordinance, Adopted March 20, 2006. However, there are a couple remaining items that require attention before a final inspection and sign off can take place.

If you have any questions, comments, or require additional information, please contact our office at (812) 464-9585.

Sincerely,

James E. Morley, PE, PS
Managing Engineer

Authorization
Encl: Secondary Plat
cc: File
J:\5000s\5100-5199\5138\Civil3D\

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 8/14/17

PP-17-09
Street Cons.

CASH WAGGNER & ASSOCIATES, PC
CONSULTING ENGINEERS • LAND SURVEYORS

August 14, 2017

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

Re: Gateway Place Subdivision
Engineer's Cost Estimate
Our Project, No.: 17-2961

Storm Sewer & Detention Basin

	Quantity	Unit	$ / Unit	Amount to Complete
18" R.C.P.	8	LF	$28.00	$224.00
24" R.C.P.	80	LF	$40.00	$3,520.00
36" R.C.P.	37	LF	$64.00	$2,368.00
42" R.C.P.	249	LF	$76.00	$18,448.00
24" Flared End Section	4	EA	$750.00	$1,500.00
42" Headwall	1	EA	$1,000.00	$1,000.00
36" x 46" Box	1	EA	$2,000.00	$2,000.00
24" x 72" Box	1	EA	$2,500.00	$2,500.00
62" x 62" Box	1	EA	$3,500.00	$3,500.00
Bedding/Backfill	1	LS	$2,500.00	$2,500.00
Detention Basin Excavation	1	LS	$20,000.00	$20,000.00
Sub-Total:	*Storm Sewer & Detention Basin*			*$65,710.00*
10%	*Contingency*			*$6,571.00*
Total:	*Storm Sewer & Detention Basin*			*$72,281.00*

Prepared by:
Glen Merritt, Jr., P.E.
Indiana Registration #: 10403870
Date: 8-14-17

cc: Robert and Herbert Grimm
File

414 Citadel Circle, Suite B
Evansville, IN 47715

Ph: 812.401.5561
Fax: 812.401.5563

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: Robert and Herbert Grimm
(Typed)

Signature: Robert Grimm Herbert Grimm

Address: 10355 Lockwood Lane Newburgh, IN 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 granted by my employees and me.

Signature:

Typed Name: Glen Merritt, Jr.

Engineer: X Licensed Land Surveyor _____ Ind. Reg. No. PE 10403870

Address: 414 Citadel Circle - Suite B Phone No.: (812) 401-5561

GLEN A. MERITT, JR. REGISTERED No. PE10403870 STATE OF INDIANA PROFESSIONAL ENGINEER

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: Glen Merritt, Jr.

Engineer: X Licensed Land Surveyor _____ Ind. Reg. No. PE 10403870

Address: 414 Citadel Circle - Suite B Phone No.: (812) 401-5561

GLEN A. MERITT, JR. REGISTERED No. PE10403870 STATE OF INDIANA PROFESSIONAL ENGINEER

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: _____
(Typed)

Signature: _____

Address: _____

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 granted by my employees and me.

Signature: _____

Typed Name: _____

Engineer _____ Licensed Land Surveyor _____ Ind. Reg. No. _____

Address: _____ Phone No.: _____

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: 8/14/17 Comments: Subject to "Traffic Impact Study" [illegible]

By: _____

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 14 DAY OF August, 20 17.

PRESIDENT

MEMBER

MEMBER

ATTEST:

COUNTY AUDITOR

Additional Space for Comments:

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

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

PP-17-11
Street Grants
FILED
JUN 28 2017
WARRICK COUNTY
AREA PLAN COMMISSION

CERTIFICATE OF COMPLIANCE
Plans and Specifications - Street Construction

Submission Date: June 8th, 2017

Probable Start Construction: August 2017

Probable Finish Construction: August 2018

Project Location: Village of Lynnville | A Minor Residential Unit - West of Vanderburgh and 200 South of Ferdinand (Subdivision or Village and general location)

Project Location
3.37 acres located south of and adjacent to Ferdinand Rd. and West of and adjacent to Vanderburgh Road

Describe in detail type of street construction:
420.98 L.f. of 24' wide, 6" thick concrete on 6" thick compacted aggregate for extension of private drive (Glenview) from termination south of Ferdinand Road to termination south of Sir Grant
588 L.f. of 24' wide, 6" thick concrete on 6" thick compacted aggregate for extension of private drives to front new lots

All street construction to be privately owned and maintained.

CALCULATION

Road Base Grade	2 EACH	$178.00	$356.00
Area Grade	0	$1550.00	$0.00
Fine Grade Areas	0	$0.00	$0.00
Partial Bituminous Base	0	888.28	$1,126.00
1st Hdng	0	1,354.03	$1,175.15
1st Hdng Curve	0	0.00	$0.00
1st Hdng	0	0.00	$0.00
1st Hdng Curve	0	0.00	$0.00
1st Hdng	0	0.00	$0.00
1st Hdng Curve	0	0.00	$0.00
2nd Hdng	0	0.00	$0.00
2nd Hdng Curve	0	0.00	$0.00
3rd Hdng	0	0.00	$0.00
3rd Hdng Curve	0	0.00	$0.00
Total Total HDP	0	0.00	$0.00
3rd Hdng	0	0.00	$0.00
3rd Hdng Curve	0	0.00	$0.00
Drainage Structures	0 Units	1,087.00	$0.00
Drainage Embankment	0	1,088 each	$0.00
Culvert	0	0.00	$0.00
Culvert Extension	0 each	0.00	$0.00
Road Signs	2 each	$100.00	$200.00
Road Signs	2 each	$100.00	$200.00
		Total	$1,956.00

Name of Street:	No. of Lineal Ft.		Est. Cost of Construction:
Glenview Drive (private)	420.98	@ $70.00	$30,187.20
Greenleaf Drive (private)	288.0	@ $70.00	$20,160.00
Glencrest Drive (private)	288.0	@ $70.00	$20,160.00
		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	
		@	
DRAINAGE		@	$8,600.00

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

Total Sidewalk =	0	$7.00	$0.00

Total Estimated Cost of Street and Sidewalk Construction is: $78,328.00

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

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

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

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

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

Signature
Typed Name Donald E. Griss
Engineer ____ Licensed Land Surveyor X Ind. Reg. No. LS29900003
Address 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

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

Signature
Typed Name Donald E. Griss
Engineer ____ Licensed Land Surveyor X Ind. Reg. No. LS29900003
Address 1133 W. Mill Rd, Evansville, IN 47710 Phone No. 812/424-2481

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 14
DAY OF August 20 17

PRESIDENT
MEMBER
MEMBER

ATTEST:
County Auditor

Additional Space for Comments:

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

DEDICATION OF RIGHT OF WAY

We, Carl William King and Sheila Rose King (Grantors) of Warrick County, State of Indiana, the undersigned owner of the real estate described herein, do hereby dedicated said real estate to Warrick County, Indiana for Right of Way for King Road.

LEGAL DESCRIPTION:

A part of the Northwest Quarter of Section Four (4), Township Five (5) South, Range Seven (7) West, bounded and described as follows:

Beginning at the pointe of intersection of the North line of said Quarter Section with the centerline of the Boonville-Folsomville Road and run thence East along and upon the North line of said Quarter Section for Two Hundred Sixty-five (265) feet; thence South Twenty-five (25) feet; thence West to the centerline of said Boonville-Folsomville Road; thence North along and upon the centerline of the Boonville-Folsomville Road to the place of beginning.

IN WITNESS WHEREOF, Grantors have executed this Dedication of Right of Way this 9th day of August, 2017.

Carl William King

Sheila Rose King

STATE OF INDIANA)
) SS
COUNTY OF WARRICK)

Before me a Notary Public in and for said County and state personally appeared, Carl William King and Sheila Rose King, who knowledge the execution of the foregoing instruments, and who having been duly sworn of the foregoing instrument, and who having been duly sworn, state that any representation therein contained are true.

Witness my hand and Notarial Seal this 9 day of Aug. 2017

Signature of Notary

Sara L Hurt

Printed Name of Notary

SARA L HURT
Notary Public, State of Indiana
Warrick County
Commission # 608204
My Commission Expires
April 10, 2024

Dedication accepted by County Commissioners on 14 day of August, 2017.

Marlin Weisheit

Dan Saylor

Bob Johnson

ATTEST:

Debbie Stevens, Auditor

This document prepared Area Plan Commission.

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.
Sherri Roeder

STREET ACCEPTANCE

Date: 8-14-17 Receipt NA

NAME OF SUBDIVISION: NA
as recorded in NA in the office of the Recorder of Warrick County, Indiana.

I hereby request acceptance of the following streets for maintenance by the County:

NAME OF STREET	NO. OF LINEAL FEET
King Road	265'

Subdivision Developer

A certificate by _____ Indiana Registration # _____ Licensed Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners accompanies this request.

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

I have inspected subject streets and recommend acceptance.

County Highway Engineer

ACCEPTED:
Date: 8/14/17

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This Document Prepared by: Area Plan Commission

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.
Sherri Roeder

AGREEMENT
County of Warrick

THIS AGREEMENT is made and entered into as of the 14th day of August 14, 2017

by and between

Warrick County "OWNER":
and

Jerry Aigner Const., Inc. "CONTRACTOR":

concerning the following:

PROJECT: **Removal of a total of twelve (12) unsafe residential structures: eight (8) located in the City of Boonville, Boon Township, Warrick County, Indiana; one (1) located in the Town of Newburgh, Ohio Township, Warrick County, Indiana; one (1) located in Boon Township, Warrick County, Indiana; one (1) located in Hart Township, Warrick County, Indiana and one (1) located in Ohio Township, Warrick County, Indiana.**

A complete list of home may be found in Attachment "A".

A. The OWNER has heretofore caused to be prepared certain plans, specifications and other "Contract Documents" as hereinafter listed pertaining to the above described Project and Work, and the CONTRACTOR has filed Proposal to furnish said labor, tools, material, equipment, services, and perform said Work upon the terms and for the price(s) therein fully stated and set forth;

B. The said Contract Documents accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents and in the manner and time and for the price(s) set forth herein.

NTB-1

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. Contract Documents

1.1 This Agreement consists of the following Contract Documents all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto and the same do in all particulars become the Agreement between the parties hereto in all matters and things set forth herein and described:

.1 This Agreement;

.2 All Addenda issued prior to receipt of Bids, whether or not receipt thereof has been acknowledged by CONTRACTOR in its Bid;

.3 General Conditions

.4 Special Conditions

.5 CONTRACTOR's Itemized Proposal and Declarations

.6 Technical Specifications

.7 City Standards and Specifications

.8 Instructions to Bidders

.9 Advertisements or Notice to Bidders

.10 Performance and Payment Bonds

1.2 In resolving conflicts, errors, discrepancies and disputes concerning the nature, character, scope or extent of Work to be performed or furnished by the CONTRACTOR, or other rights and obligations of the OWNER and CONTRACTOR, arising from or prescribed by one or more of the Contract Documents, the following rules shall govern:

.1 A requirement occurring in one Contract Document is as binding as though occurring in all Contract Documents;

.3. The Contract Documents shall be given precedence in the order listed in Paragraph 1.1 above; and

2. Contract Price

2.1 The CONTRACTOR shall, in strict conformity with the Contract Documents, furnish all labor, tools, materials, equipment, services, assume and fulfill all obligations and perform all Work required to demolish, complete, and make ready for use by the OWNER for the lump sum of One Hundred Twenty-Seven Thousand Three Hundred Sixty Dollars ($127,360.00).

NTB-2

2.2 The above stated Contract Sum will be paid to the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

3. Contract Time

3.1 It is hereby understood and mutually agreed, by and between the CONTRACTOR and OWNER, that the date of commencement and the time for completion of the Work as specified in the Contract Documents are ESSENTIAL CONDITIONS of this Agreement.

3.2 The CONTRACTOR agrees that the Work shall be commenced no later than the date indicated in the Notice to Proceed and that the Work shall be prosecuted regularly, diligently and uninterruptedly at such a rate of progress as will insure **completion of all Work on or before 30 days after Notice to Proceed has been issued by the OWNER ("Contract Completion Date").**

3.3 The CONTRACTOR and OWNER acknowledge and agree that the time allotted by this Agreement for the performance and completion of the Work is reasonable and takes into account any and all risks and adverse conditions assumed by CONTRACTOR hereunder.

4. Liquidated Damages

The CONTRACTOR and OWNER recognize and contemplate that unexcused failure by the CONTRACTOR to complete the Work within the Contract Time will cause the OWNER and the Public to suffer financial losses or inconvenience the full and exact extent and character of which cannot be measured as a basis for recovery by the OWNER of actual damages, and that liquidated damages as prescribed in the Contract Documents represent a fair, reasonable and appropriate estimate thereof. Accordingly, the CONTRACTOR agrees that such liquidated damages may be assessed and recovered by the OWNER, as against CONTRACTOR and its Surety, in the event of delayed completion and without the OWNER being required to present any evidence of the amount or character of actual damages sustained by reason thereof. **Such liquidated damages shall be assessed and recovered at the rate of $100.00 per day for each structure that remains undemolished and/or cleared, as required by the Contract Documents, beyond the Contract Completion Date.**

5. Effective Date

This Agreement shall be deemed effective as of the date and year first above written notwithstanding the date on which this Agreement has been executed by the respective parties or their representatives as stated below.

NTB-3

"CONTRACTOR" SIGNATURE:

IN TESTIMONY THEREOF, the CONTRACTOR has hereunder set his hand this _____ day of August ____, 2017.

Firm Name Jerry Aigner Const., Inc.
Address 944 N. Baker Road
Boonville, IN 47601

Telephone No. 812-897-5815

By: _____
Signature

Printed: Jerry L. Aigner

Title: President

"OWNER" SIGNATURES:

IN WITNESS WHEREOF, the OWNER does hereby accept the foregoing Agreement, and has herewith set his/her hand this _____ day of August 14, 2017.

For and on behalf of the County of Warrick, Indiana.

COUNTY OF WARRICK

_____
Marlin Weisheit, Commission President

ATTEST:

APPROVED AS TO LEGAL FORM:

_____
Todd Glass, Warrick County Attorney

_____
Deborah Stevens, Warrick County Auditor

NTB-4

SC-1 Compliance With E-Verify Program

The following shall be added as paragraph 16.23 of the General Conditions:

16.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, CONTRACTOR shall enroll in and verify the work eligibility status of all newly hired employees of CONTRACTOR through the E-Verify Program ("Program"). CONTRACTOR is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

16.23.1 CONTRACTOR and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that CONTRACTOR or its subcontractor subsequently learns is an unauthorized alien. If CONTRACTOR violates this Section 16.23, OWNER shall require CONTRACTOR to remedy the violation not later than thirty (30) days after OWNER notifies CONTRACTOR. If CONTRACTOR fails to remedy the violation within the thirty (30) period, OWNER shall terminate the contract for breach of contract. If OWNER terminates the contract, CONTRACTOR shall, in addition to any other contractual remedies, be liable to OWNER for actual damages. There is a rebuttable presumption that CONTRACTOR did not knowingly employ an unauthorized alien if CONTRACTOR verified the work eligibility status of the employee through the Program.

16.23.2 If CONTRACTOR employs or contracts with an unauthorized alien but OWNER determines that terminating the contract would be detrimental to the public interest or public property, OWNER may allow the contract to remain in effect until OWNER procures a new contractor.

16.23.3 CONTRACTOR shall, prior to performing any work, require each subcontractor to certify to CONTRACTOR that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If CONTRACTOR determines that a subcontractor is in violation of this Section 16.23, CONTRACTOR may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by CONTRACTOR or the subcontractor.

NTB-5

ATTACHMENT "A"

213 W. Walnut Street, Boonville	$11,450
506 N. 9th Street, Boonville	$13,475
512 N. 6th Street, Boonville	$10,550
615 W. Walnut Street, Boonville	$ 6,425
706 N. Second Street, Boonville	$11,450
713 Poplar Street, Boonville	$11,285
808 E. Chestnut Street, Boonville	$11,350
1002 Mulberry Street, Boonville	$ 9,450
1687 Bracher Road, Boonville	$11,150
7755 N. State Road 61, Boonville	$ 9,150
6800 Manchester Road, Chandler	$ 9,175
514 Polk Street, Newburgh	$12,450

ORIGINAL

Warrick County Claims for Payment

OFFICE DEPOT	$ 417.71
POSEY'S SUPERMARKET, INC.	$ 42.50
STEVE SHERWOOD	$ 15.00
ALSTADT'S	$ 117.96
WESCO DISTRIBUTION, INC	$ 1,275.20
Grand Total:	**$ 1,868.37**

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

NOTE: The non-certified claims will be processed, as manual checks, the day following Commissioner's approval and certification of said claims.

ORIGINAL

Warrick County Claims for Payment

VECTREN ENERGY DELIVERY	$ 6,137.21
4IMPRINT	$ 336.65
B-HIVE PRINTING	$ 471.00
BAKER, KATY	$ 75.00
BAMBERGER FOREMAN OSWALD HAHN	$ 16,974.04
BEEM, JUDY	$ 150.00
CARD SERVICE CENTER	$ 28.46
CASH WAGGNER & ASSOCIATES PC	$ 750.00
CHRIS SKINNER	$ 13.14
CITY OF BOONVILLE	$ 226.00
DEANNA McCANDLESS	$ 7.05
DEERE CREDIT, INC.	$ 17,066.97
EVANSVILLE WATERWORKS DEPT	$ 39.03
FIBER UTILITIES GROUP	$ 13,750.00
FINE & HATFIELD, PC	$ 100.00
FIRST BANKCARD	$ 254.81
HALLER & COLVIN, P.C.	$ 50,613.99
HARSHAW TRANE SERVICE INC.	$ 20,597.00
HORSESHOE CASINO HOTEL SO INDIANA	$ 285.00
INDIANA DEPT. TRANSPORTATION	$ 10,138.80
JERRY AIGNER CONSTRUCTION,INC.	$ 83,125.00
JSK ASSOCIATES INC	$ 3,600.00
KEVIN SCOTT SR/S&S TREEMASTERS	$ 7,600.00
LANA LOCKHART	$ 113.90
MAYES, JEFFREY G.	$ 30.00
MCCULLOUGH, MEGHAN	$ 150.00
MERCEDES MEDICAL	$ 700.00
METZGER CONSTRUCTION CO INC.	$ 108,750.00
MORLEY & ASSOCIATES INC.	$ 38,634.56
MULZER CRUSHED STONE, INC.	$ 1,273.66
NEWBURGH POLICE DEPARTMENT	$ 312.00
NEWBURGH-OHIO TOWNSHIP LIBRARY	$ 1,535.00
OFFICE DEPOT, INCORPORATED	$ 748.74
OLD NATIONAL BANK - BONDS	$ 915,865.66
PATRIOT ENGINEERING & ENVIRONMENTAL INC	$ 910.24
PICTOMETRY INTERNATIONAL CORP	$ 34,979.25
REDWOOD TOXICOLOGY LABORATORY INC.	$ 651.00
RICOH USA INC	$ 39.00
SHARON SHOULDERS	$ 150.00
SOUTHERN INDIANA CLERKS ASSOCIATION	$ 120.00
SPRINT	$ 3,301.31
THOMSON REUTERS	$ 882.88
TIME WARNER CABLE	$ 178.29
TOWN OF ELBERFELD	$ 395,000.00
TRI-STATE REPORTING, INC.	$ 505.55
U.S. BANK	$ 200.37
VECTREN ENERGY DELIVERY	$ 925.72
VERIZON WIRELESS	$ 90.03
WAGNER, CHRIS	$ 15.12
WARRICK PUBLISHING CO	$ 23.85
AARON FRANZ	$ 99.44
AMERICAN STRUCTUREPOINT INC	$ 26,412.89
AXIOM	$ 300.00
BOONVILLE NATURAL GAS CORP.	$ 236.47
BOONVILLE UTILITIES	$ 4,080.69
CHANDLER POLICE DEPARTMENT	$ 216.00
CHANDLER UTILITIES	$ 288.47
CLARK DIETZ, INC.	$ 3,609.00
CLERK - WARRICK COUNTY SUPERIOR COURT	$ 188.81
CLERK-TREASURER--BOONVILLE	$ 8,341.13
CLERK-TREASURER--CHANDLER	$ 4,298.37
CLERK-TREASURER--ELBERFELD	$ 974.44
CLERK-TREASURER--LYNNVILLE	$ 1,227.00
CLERK-TREASURER--NEWBURGH	$ 5,126.96
CLERK-TREASURER--TENNYSON	$ 413.21
COCA COLA BOTTLING CO	$ 820.50
CSI COMPUTER SYSTEMS	$ 187.21
TEAMSTERS LOCAL #215	$ 2.00
DAVID HEAL	$ 61.16
DEBORAH BERNARD	$ 192.50
DIVISION OF CHILD SUPPORT	$ 104.00
EVANSVILLE STATE HOSPITAL (425)	$ 300.00
FIFTH THIRD BANK	$ 351.83
FIRST BANKCARD	$ 2,894.59
FUHS, JENNIFER	$ 35.97
HAFER ASSOCIATES INC.	$ 360.00
HARSHAW TRANE SERVICE INC.	$ 37,088.00
HILL, WILLIAM & JACQUELINE	$ 138.16
HOLLY KEY	$ 250.00
INDIANA AMERICAN WATER	$ 184.23
INDIANA STATE POLICE TRNG.FUND	$ 488.00
IN ANNUAL SUPPORT FEE	$ 110.00
JERRY AIGNER CONSTRUCTION,INC.	$ 78,703.00
JOHNSON, MEAGAN	$ 1,800.00
KRAFT NURSERY, INC.	$ -
LANDIS, BRIAN AND GINA	$ 199.40
TINA LATHAM	$ 28.16
LIEBERMAN TECHNOLOGIES	$ 700.00
LOCHMUELLER GROUP	$ 2,021.95
MAKEN CORPORATION	$ 1,525.00
MANATRON INCORPORATED	$ 1,170.84
MEDICAL BENEFITS ADMINISTRATORS, INC.	$ 80,865.28
MELODY NELSON	$ 104.00
MERCEDES MEDICAL	$ 24.00
METZGER CONSTRUCTION CO INC.	$ 55,778.76
MORRIE DOLL	$ 1,498.75
MULZER CRUSHED STONE, INC.	$ 95,399.04
MUTUAL OF OMAHA	$ 7,354.99
OLD NATIONAL BANK - BONDS	$ 500.00
PERSINGER - PHILLIPS, AUDREY	$ 30.02
PIKE GIBSON WATER, INC	$ 16.70
PSC	$ 157.27
REDWOOD TOXICOLOGY LABS	$ 577.50
RENEWABLE RESOURCES	$ 110.00
ROBIN GREENLEE (CDFC)	$ 467.00
SAM'S CLUB/GECRB	$ 141.81
SARAH E REDMAN	$ 958.07
SPENCER COUNTY CLERK	$ 30.00
SPRINT	$ 122.86
STAPLES CREDIT PLAN	$ 91.37
TEAMSTERS LOCAL # 215	$ 1,200.00
THE AMERICAN CRIMINAL JUSTICE INSTITUTE	$ 135.00
THE LANG COMPANY	$ 31.78
THE TOWN OF NEWBURGH	$ 363.28
THOMSON REUTERS	$ 911.90

TOWN OF NEWBURGH	$	40,854.00
TRACTOR SUPPLY CO	$	125.31
TREASURER OF STATE OF INDIANA	$	263.34
TREASURER OF STATE-ACH	$	40.00
TRI-STATE REPORTING, INC.	$	192.20
U.S. BANK	$	433.48
VECTREN ENERGY DELIVERY	$	29,315.47
VEI COMMUNICATIONS	$	2,700.00
VERIZON WIRELESS	$	1,290.43
WAGNER, CHRIS	$	10.95
WARRICK COUNTY TREASURER	$	86,561.45
WEX BANK	$	227.39
WOWI BUSINESS	$	111.89
XEROGRAPHIC BUSINESS SYSTEM	$	70.37
ALPHA LASER SERVICES	$	595.00
BRETT M ROY	$	3,656.25
LAW OFFICE OF JONATHAN M YOUNG	$	2,656.25
LONG & MATHIES LAW FIRM, P.C.	$	4,427.09
MARK K. PHILLIPS, PC	$	2,656.25
MARTIN & MARTIN, INC.	$	5,312.50
MELODY NELSON	$	110.00
SHERRY SMITH	$	2,656.26
VECTREN ENERGY DELIVERY	$	456.84
WARREN MATHIES	$	888.42
AIGNER HARDWARE	$	1,386.63
ALEXANDER NEWBURGH CHAPEL	$	100.00
ALLEN PRECISION EQUIPMENT, INC	$	249.50
ALPHA LASER SERVICES	$	221.13
ALSTADT PLUMBING SERVICE	$	470.44
AMERICAN LEGAL PUBLISHING CORP	$	579.85
AMERICAN STAMP & MARKING PRODUCTS	$	19.15
ARAB	$	115.00
ASSOC IN PROSECUTING ATTORNEYS	$	150.00
AUTO WHEEL AND RIM SERVICE	$	84.33
B-HIVE PRINTING	$	2,270.73
BEST ONE TIRE & SERVICE	$	55.11
BEST ONE TIRE & SERVICE	$	2,646.92
BOB BARKER COMPANY INC.	$	1,565.33
BOONVILLE WATERWORKS	$	563.30
BRITE	$	106.00
BUMPER TO BUMPER / BTB CHANDLER	$	60.76
CDW GOVERNMENT, INC.	$	2,451.79
CHIEF SUPPLY CORP	$	663.50
CLARK DIETZ, INC.	$	1,395.00
CREST LANES	$	16.00
CRS ONE SOURCE(DIAFDS)	$	1,139.98
CULLIGAN OF EVANSVILLE	$	438.75
DIAMOND DRUGS, INC.	$	120.24
DIAMOND MEDICAL SUPPLY	$	24.75
DIGITAL ALLEY	$	750.00
EMP TECHNICAL GROUP	$	1,237.70
ERB EQUIPMENT COMPANY	$	41.14
EROSION RESOURCES & SUPPLY	$	1,170.00
FARM BOY FOOD SERVICE	$	2,007.17
FERGUSON ENTERPRISES INC #1480	$	58.63
FLINT TRADING INC	$	8,753.19
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	2,800.62
GARCIA LAB	$	36.00
GEM CHEMICAL COMPANY, INC.	$	1,606.22

GRAINGER	$	390.66
HAASE MECHANICAL CONTRACTORS, INC.	$	1,369.00
HARSHAW TRANE SERVICE INC.	$	13,470.54
HOOSIER BUSINESS MACHINES INC.	$	67.12
HUTCH & SON INDUSTRIAL ELECTRONICS	$	33.61
HUTSON, INC.	$	750.00
INDOFF, INC.	$	169.95
INTERSTATE BATTERIES OF WABASH VALLEY	$	326.00
INTOXIMETERS INCORPORATED	$	175.25
IRVING MATERIALS INC	$	2,590.00
J & J SUPPLY, INC.	$	3,865.10
KENWAY DISTRIBUTORS INC	$	308.00
KRAFT NURSERY, INC.	$	285.00
LAW CHEVROLET BUICK PONTIAC	$	1,752.95
LEWIS BROS BAKERIES, INC	$	310.70
LOWELL'S AUTO SERVICE	$	132.99
MAR-KEL QUICK PRINT	$	837.00
MCKESSON MEDICAL-SURGICAL INC.	$	237.04
METZGER CONSTRUCTION CO INC.	$	398,575.93
MEUTH CONSTRUCTION	$	1,085.00
MEYER TRUCK EQUIPMENT	$	90.50
MULZER CRUSHED STONE, INC.	$	2,684.15
NIX SANITARY SERVICE	$	340.00
OFFICE DEPOT, INCORPORATED	$	1,110.00
PAXTON MEDIA GROUP, LLC	$	87.85
PC QUEST	$	839.97
PIERRE FUNERAL HOME, INC.	$	100.00
PIRANHA SHREDDING/RECYCLING INC.	$	90.00
PRECISION DYNAMICS CORP.	$	405.12
PTS OF AMERICA, LLC	$	810.00
PUBLIC SAFETY INFORMATION BUREAU	$	149.00
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	1,371.17
QUILL CORPORATION	$	563.47
RABEN TIRE COMPANY INC.	$	563.00
RICOH USA INC	$	51.83
RUDOLPH BROTHERS	$	239.04
RYANS ACE HARDWARE	$	56.98
SATELLITE TRACKING OF PEOPLE LLC	$	1,415.75
SENTINEL OFFENDER SERVICES LLC	$	296.00
SERVICE PUMP AND MACHINE	$	1,320.00
SIEGELS	$	140.99
SIGNS BY DESIGN	$	45.00
SISCO'S AMERICAN HOSE & HYDRAULICS	$	28.82
SITECH MIDSOUTH, LLC	$	2,500.00
SOUTHEASTERN EQUIPMENT CO.,INC	$	240.86
SOUTHERN BUSINESS MACHINES, INC.	$	86.67
ST. VINCENT OCCUPATIONAL	$	160.00
TELE/DATA COMMUNICATIONS OF IN	$	599.50
THE HOME CITY ICE COMPANY	$	205.80
THE LANG COMPANY	$	55.67
THE TOWER CLOCK COMPANY	$	8,800.00
TITZER FAMILY FUNERAL HOMES	$	200.00
TOTAL COURT SERVICES	$	131.75
TRI-STATE BEARING CO.INC.	$	6.16
TRI-STATE LIGHTING & SUPPLY CO INC	$	61.61
UNIFIRST CORPORATION	$	354.77
WABASH FOODSERVICE	$	4,360.61
WABASH VALLEY SERVICE CO	$	50,599.97
WARRICK AUTOMOTIVE SUPPLY	$	798.17

WARRICK CO. SOLID WASTE MGMT DISTRICT	$	108.80
WARRICK COUNTY TREASURER	$	1,651.58
WARRICK PUBLISHING CO	$	62.59
WARRICK SOLID WASTE MGT DIST	$	526.40
ZONES	$	1,508.32
Grand Total:	**$**	**2,909,805.33**

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, AUGUST 14th, 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: $2,909,805.33 Dated this 14th day of AUGUST, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Contract No:R -36004 Change Order No.: 005

INDIANA Department of Transportation Page: 1

Construction Change Order and Time Extension Summary

Contract Information
District:VINCENNES DISTRICT
Contract No : R -36004
AE:Schum, Curtis
Letting Date:09/02/2015
PE/S:Price, Tyler
Status:Draft

Change Order Information
Date Generated: 00/00/0000
Change Order No.: 005
Date Approved: 00/00/0000
EWA: N or Force Acct: N
Reason Code: STANDARDS/SPECS CHANGE, Time Related
Description: Time Extension Due to Delay in Notice to Proceed

Original Contract Amount	$ 3,123,143.57	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 104,612.15	Percent: 3.350 %
Total Change To-Date	$ 104,612.15	Percent: 3.350 %
Modified Contract Amount	$ 3,227,755.72	

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 08/05/2016 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:
Current Time Extension
SS Days 0 SP Days 6 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 -36004 Change Order No.: 005

INDIANA Department of Transportation Page: 2

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority
($ per Change Order) AE:_____ DCE:_____ SCE:_____* DDCM:_____*
(Days per Contract) (- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(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 -36004 INDIANA Date:08/07/2017

Change Order No:005 Department of Transportation Page: 3

Contract: R -36004
Project: State:0500640
Change Order Nbr: 005
Change Order Description: Time Extension Due to Delay in Notice to Proceed
Reason Code: STANDARDS/SPECS CHANGE, Time Related

SLN	PEN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change

Total Value for Change Order 005 = $ 0.00

Milestone Time Adjustment
MileStone Nbr: 01
Milestone Description: INTERMEDIATE COMPLETION DATE
Original Completion dt: 11/01/2016 Adj compl dt 11/07/2016 Adj No. of Days 6
Explanation: Adjustment to Intermediate Completion Date due to a delay in issuing the Notice to Proceed.

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

Change Order 5 for R-36004 Oak Grove Road Phase II is a Time Extension due to a delay in issuing the Notice to Proceed. The delay resulted in a 6 day time extension. When INDOT issued the Notice to Proceed they revised the Intermediate Completion Date to November 7, 2016 and Contract Completion to May 7, 2017, see attached. The Contract Completion Date was adjusted in Site Manager but the Intermediate Completion Date was not. This Change Order will add 6 days to the Intermediate Completion Date to adjust it from November 1, 2016 to November 7, 2016.

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: Ragle, Inc. Signed By: [signature]

Date: 8/7/17

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

Contract No:R -36004
Change Order No:005

INDIANA
Department of Transportation

Date:08/07/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE) (TITLE) (DATE)

(SIGNATURE) (TITLE) (DATE) 8/14/17

SUBMITTED FOR CONSIDERATION

PF/S

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758
Indianapolis, Indiana 46204

PHONE: (317) 232-4005
FAX: (317) 233-8662

Michael R. Pence, Governor
Brandye L. Hendrickson,
Commissioner

IC 607
State Form 36026 (R/4-93)

INDIANA DEPARTMENT OF TRANSPORTATION
Indiana Government Center North
100 North Senate Avenue
Indianapolis, IN 46204-2249

ENGINEER'S NOTICE TO PROCEED

RAGLE, INC.
5228 VANN RD ZIP 47630
P.O. BOX 444
NEWBURGH, IN 47629

October 8, 2015

Gentlemen:

You are hereby notified to proceed with the construction of the following contract in accordance with the terms of your contract entered into with the Indiana Department of Transportation:

R -36004-A ROAD RECONSTRUCTION

PCN: 0500640,0500641 ROAD RECONSTRUCTION , WARRICK COUNTY - ON OAK GROVE ROAD FROM 0.10 MILE EAST OF LIBBERT ROAD TO HICKORY VIEW.

Contract Price: $3,123,143.57 Letting Date: September 02, 2015

*Original Completion Date: May 1, 2017 *New Completion Date: May 7, 2017

*New Intermediate Completion Date: November 7, 2016

Completion date change due to delay in NTP.

The Vincennes District Construction Division, Mr. Mark Filgor, telephone number (812)895-7342, will have supervision of this work for the state. Please get in touch with him/her regarding the starting of work on this contract.

The Proposal Book and a General Sales Tax Exemption Certificate completed in the name of the Indiana Department of Transportation is included with this notice. This exemption certificate should be kept on file to prove the sales tax exemption for this contract. However, a contractor must complete, in its own name, a General Sales Tax Exemption Certificate to present to suppliers when purchasing materials for this contract. A blank copy of Form ST-105, General Sales Tax Exemption Certificate, is available on the Indiana Department of Revenue Web site at http://www.in.gov/dor/3504.htm

Very truly yours,

Harriet Briggs BH
Harriet Briggs
Document Control Manager

Cc: INDOT Final Records Section
INDOT District Office

www.in.gov/dot/
An Equal Opportunity Employer

Indiana

WARRICK COUNTY HIGHWAY ENGINEER

107 West Locust St. Suite 208 - BOONVILLE, IN. 47601
PHONE (812) 897-6094 - FAX (812) 897-6109

Date: August 21,2017

RE: Request for Federal Authorization (FMIS) and Project End Date

Dear INDOT:

Please request FMIS for the phase and funds listed below. We have verified all required contracts have been executed, and funds have been amended to the State Transportation Improvement Plan (STIP), and if required the respective Transportation Improvement Plan (TIP). Our LPA understands FMIS will not be processed until INDOT has received this request, that INDOT will only request the funds indicated below, and that the Project End Date listed will be used for the phase specified below.

Our LPA understands it can take four (4) weeks to process FMIS, and to receive a Notice to Proceed (NTP) and PO from INDOT. Our LPA further understands that until the NTP is received, any expenses incurred prior to the receipt of NTP are not reimbursable Federal funds, and therefore our LPA would be responsible for payment of these expenses. Finally, our LPA understands this project must be ready to move forward, and incur cost within six (6) months of NTP. If costs are not incurred within six (6) months of NTP, federal funds will be subject to lapse and removed from project.

Please request FMIS for the following project:

DES #	0500641	LPA	Warrick
Phase Requesting	CE	Funds Requesting	399,679.70
FY of Funds	2018	Project End Date	2022
Letting Date	11/2017	Description	Construction Inspection
Notes:			

LPA, Employee in Responsible Charge 8/23/17 Date

This project is funded by a Metropolitan Planning Organization (MPO), and the funds requested above have been reviewed and concurred by the MPO per the signature below.

MPO Concurrence Date

Sincerely,

Robert Howard
Warrick County Highway Engineer

BLANKENBERGER BROTHERS, INC.

August 10, 2017

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

Re: Quote for New W30x116 Beams
Bridge 374 Rehabilitation

Gentlemen,

Blankenberger Brothers, Inc. is pleased to provide a quote for new W30x116 Beams for the Bridge 374 Rehabilitation project.

W30x116 Beams ***69,600 lbs @ 0.80/lb = $55,680.00***

This would replace all of the degraded beams on the bridge. This would also eliminate the Structural Steel, Additional Steel Beam, item from the project which was originally $0.90/lb. All other items on the project would remain the same.

Accepted by: Warrick County Commissioners

Name & Title — Date 8-15-17

Name & Title — Date 8.16.17

Name & Title — Date

Cordially,
BLANKENBERGER BROTHERS, INC.

Jim Jessee, P.E.
Engineer

11700 Water Tank Road
Cynthiana, IN 47612-9528
(812) 845-2717
FAX (812) 845-2727
"Equal Opportunity Employer"

8/14/17

Barracuda – Cloud Archival for Sheriff's Department

Contract Documents

- Zones Quote – Barracuda Cloud Archiving Service; One year Subscription License; $1,508.32 for 88 licenses.
- Barracuda Policies
- Barracuda Software License Agreement
- Barracuda Cloud Service Terms

ZONES™

Bill To:
WARRICK COUNTY
WARRICK COUNTY COMMISSIONER
107 W LOCUST ST, STE 301
BOONVILLE,IN 47601
Phone : (812) 897-6160

Ship To:
SHERRY WILLIAMS
WARRICK COUNTY SHERIFF
100 W STATE ROUTE 62
BOONVILLE, IN 47601
USA

6/26/2017
Account # 0071044233
Quote : K0724164
PO# :

Software prices subject to change
Hardware quotes are valid for 7 business days
Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES INC ACCOUNT EXECUTIVE
VIA FAX OR EMAIL

Camille Younger
Account Executive
Phone:(253) 205-3000
Fax:(253) 205-3862
Email:Camille.Younger@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
003562325-NEW	88.00	BARRACUDA NETWORKS	Barracuda Cloud Archiving Service - Subscription license (1 year) - 1 user - volume - 1-249 licenses	BCAS100A12	17.14	1,508.32

ASK US ABOUT
Installation Services
On-site Technical Services and Hourly Service Rates
Remote Help Desk and Remote Network OS Support

Visit us on the web: http://www.zones.com

Sub-Total:	$1,508.32
Estimated Sales Tax:	$0.00
Electronic Delivery:	$0.00
Grand Total:	$1,508.32

24 Mo. $1 Out lease for 75.89 per month
36 Mo. $1 Out lease for 54.22 per month
Please Note: Lease Amounts Exclude Tax

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663

BBB Member

CERTIFIED MINORITY BUSINESS ENTERPRISE by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. Zones will insure all shipments to the customer's destination. Zones will bill the customer for the shipping and insurance charges. Upon delivery by Zones to the carrier, for all orders shipped within the seven day period, Zones will obtain indemnity insurance at its own expense and will assist the customer in filing a claim against the carrier. Zones will not be responsible for any damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are subject to manufacturer's terms and conditions. Zones is not responsible for any defects in the products. Returns: To return will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

The entire Barracuda Contract is on File in the Auditor's Office.

Version 6-8-2017

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 8/14, 2017 ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 0500641, R-36005

Project Description: Oak Grove Road Phase III – Between Hickory View and SR 261

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA**. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be July 26, 2019. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed $499,599.62.

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

Version 6-8-2017

SECTION VI **GENERAL PROVISIONS**

1. **Access to Records**. The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors**.

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit**. The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**.

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

Version 6-8-2017

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

      ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work**. The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws**.

   A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

   B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

      i. *State of Indiana Actions*. The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

      ii. *Professional Licensing Standards*. The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. **Non-Discrimination.**

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry, or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessers and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

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

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscriminntion on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. **Disputes.**

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. **Drug-Free Workplace Certification.**

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

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

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

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the venue, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the CONSULTANT has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification Work Types 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250,000.00 aggregate for all claims for negligent performance. For Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification Work Types 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
   a. United States Longshoremen & Harbor workers
   b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Robert B. Howard, Jr., PE
107 West Locust Street
Courthouse Room 208
Boonville, Indiana 47601

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for $100,000 or more, the CONSULTANT:

i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Robert B. Howard, Jr., PE
107 West Locust Street
Courthouse Room 208
Boonville, Indiana 47601

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

Version 6-8-2017

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Version 6-8-2017

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

Steven J. Davidson, Vice President

August 10, 2017
Date

LOCAL PUBLIC AGENCY
Warrick County
Board of Commissioners

Marlin Weisheit, President

Dan Saylor, Vice President

Robert Johnson, Member

August 14, 2017
Date

American Structurepoint, LPA, Oak Grove Phase III, complete contract is located on File in the Auditor's Office.