WARRICK COUNTY BOARD OF COMMISSIONERS MEETING
REGULAR SESSION
COMMISSIONERS MEETING ROOM
107 W. Locust Street, Suite 303
Boonville, Indiana
August 28, 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: Looks like we have a Public Hearing scheduled here tonight with Area Plan. So I'd ask for a motion to vacate our Commissioner Meeting.

Bob Johnson: I make a motion to vacate the Commissioner Meeting.

Dan Saylor: Second.

Marlin Weisheit: All in favor say aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

Marlin Weisheit: Aye. Three, zero (3-0).

PUBLIC HEARING
IN THE MATTER OF THE PETITION TO VACATE UTILITY EASEMENTS, DRAINAGE EASEMENTS, AND RIGHT-OF-WAY PORTION OF ELMWOOD DRIVE, THORNBURY CIRCLE, AND SABLE DRIVE

Marlin Weisheit: Okay, Sherri, if you wanna lead us here on the Public Hearing.

Sherri Rector: Okay, it is in the Matter of the Petition to Vacate Nine (9) Public Utility Easements, One (1) Drainage Easement, and Public Utility Easement, Five (5) Reserved Public Utility Easements and the Right-of-Way of a Portion of Elmwood Drive, Thornbury Circle, and Sable Drive. All located within Lexington Subdivision per plat thereof recorded in the Document Number 2006R-014481, lying in the southwest corner of Section 6, Township 7, Range 8 west of the, I'm sorry, where?

Roger Emmons: (Inaudible).

Sherri Rector: Oh, northwest, sorry. Warrick County, Indiana. Tom is here with Easley Engineering.

Tom Keith: Thank you.

Sherri Rector: And Kirby with...

Kirby King: First Federal.

Sherri Rector: The bank, I didn't want to say the bank. This is Lexington where it was never developed and they redid it. You approved the plat I believe in June, the layout of the lots, and the new street construction plans and all that. So this is just vacating all the old things that was with them.

Tom Keith: It was approved conditional upon vacation of these easements, right-of-ways, etcetera.

Marlin Weisheit: Anybody have any questions? I know we've been through this before and looked at the plans. You guys have anything to add other than what Sherri stated here?

Tom Keith: Very well done, thank you.

Sherri Rector: You're so welcome.

Marlin Weisheit: Is there anybody here to speak during the hearing for or against this? I don't think, I don't see anybody else on that issue. If that's it, I guess I entertain a motion to close the hearing.

Bob Johnson: I make a motion to close the hearing.

Dan Saylor: Second.

Marlin Weisheit: Motion to close, all in favor?

Bob Johnson: Aye.

Dan Saylor: Aye.

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

ACTION ON PUBLIC HEARING
ORDINANCE 2017-19

Marlin Weisheit: And I'll call the Commissioners' Meeting back to order and we'll take action on the Public Hearing on the subject here. Got any other questions at this time? If not I'd entertain a motion?

Sherri Rector: 2017-19 is the County Commissioner Ordinance number.

Bob Johnson: 2017-19?

Sherri Rector: Yes.

Dan Saylor: I make a motion for the Ordinance 2017-19 Vacating the Public Utility Easements, Drainage Easements, and Right-of-Way for Lexington Subdivision.

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).

Tom Keith: Thank you very much.

Marlin Weisheit: Good luck with it.

(Ordinance 2017-19 is located on Pages 12 through 16 of these Official Minutes)

REZONING
PC-R-17-09
ORDINANCE 2017-20

Sherri Rector: Okay, the next item is Rezoning Petition, is PC-R-17-09, Petition of Larry F. Wood. Owner Larry Wood and Barbara J. Wood to rezone ten point two-two (10.22) acres located on the east side of Sun Lane, approximately three hundred and sixty-four (364) feet east of the intersection formed by Russell Road and Pruden Drive. Being Lots 5-33 in Sunshine Estates from R-1A, One Family Dwelling to A, Agriculture zoning. It's in Ohio Township. It was advertised in the Standard on the August 3rd. It was a unanimous recommendation of approval of the Plan Commission at their August 14th Meeting. The subdivision plat was vacated, vacated by the Planning Commission and they are wanting to get this to agricultural so they can have a residence and the horses.

Marlin Weisheit: Have anything else to add to that or pretty well it?

Larry Wood: That's it.

Marlin Weisheit: You guys have any questions?

Bob Johnson: No.

Marlin Weisheit: Is anybody here to talk for or against this. This would be the time. If not, okay, don't have any other questions, I'd entertain a motion. And that'd be Ordinance 2017…

Bob Johnson: '20.

Marlin Weisheit: Ordinance '20. Okay.

Sherri Rector: Yes.

Bob Johnson: I make a motion to approve the rezoning of ten point two-two (10.22) acres of Sun Lane, Ordinance 2017-20.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Larry Wood: Thank you.

Marlin Weisheit: Thanks for coming in.

(Ordinance 2017-20 is located on Page 16 of these Official Minutes)

REQUEST FOR RELEASE OF SURETY
C-16-081
DEACONESS GATEWAY HOSPITAL

Sherri Rector: Alright, the next item is Request for Release of Surety. It is Commercial Entrance C-16-081, Commercial Driveway Permit, right turn lane, and traffic signal. This was all the work that was required of Deaconess Gateway Hospital on their expansion. We are holding four hundred and fifteen thousand ($415,000.00) and it has been reviewed and signed off by Mr. Howard.

Marlin Weisheit: Mr. Howard, do you have anything to add to that?

Bobby Howard: The work has been completed per the approved plan. I would recommend release of the surety.

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

Dan Saylor: I make a motion to release the surety for the Deaconess Gateway Hospital, right turn lane, and traffic signal.

Bob Johnson: I'll second that.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

(C-16-081 is located on Page 16 of these Official Minutes)

ROAD DEDICATION
SYCAMORE CORNER ROAD

Sherri Rector: Okay, now the next item is Road Dedication, Sycamore Corner Road by Richard Neukam, Kenneth and Carolyn Elliott, Jim Klump and Jeremy Klump. But I have three (3) different dedications and Bobby can explain this to you.

Bobby Howard: Yeah, if you recall, I believe it's Mr. Klump. This is Chad Wagner the surveyor/engineer for the, Mr. Klump for the extension of Sycamore Corner Road. And they come before you for a consensus to be allowed to remain a gravel road and just extend it, what the existing road was. And first we have road dedications to be approved tonight that would include re-dedicating the right-of-way to our current standards of twenty-five (25) feet along either side of the center line. And then the little bit of frontage on Mr. Klump's property is a right-of-way for turn around. And I would recommend approval of that tonight to be able to proceed with this road extension.

Roger Emmons: This was first addressed at your June 12th Meeting this year, Commissioners.

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

Bob Johnson: There was a lot said there.

Sherri Rector: Okay, the motion needs to include all three (3) road dedications by the individuals listed. Is that good enough? Todd?

Todd Glass: Is that Sycamore Road? What other road?

Bobby Howard: It's for that road. The property owners on it, adjacent to it.

Todd Glass: It would just be approval of the road dedication and right-of-way to Sycamore Corner Road. Correct?

Bobby Howard: Yes.

Bob Johnson: I make a motion for road re-dedication, Sycamore Road as Counsel has stated.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Thank you. Thanks for coming in Mr. Wagner.

Sherri Rector: Michael, stay.

Marlin Weisheit: Oh.

STREET CONSTRUCTION PLANS
SYCAMORE CORNER ROAD

Sherri Rector: The next item is on the same road, the street construction plans for Sycamore Corner Road. Bobby?

Bobby Howard: The street plans are in order per the consensus given by the Board and recommend approval.

Sherri Rector: Are they going to, is it done? They don't have to put up any money?

Bobby Howard: Yeah, they finished it. No.

Sherri Rector: Okay.

Bob Johnson: I make a motion to approve the construction, the street construction plans for Sycamore Corner Road.

Marlin Weisheit: Street acceptance?

Sherri Rector: No, this is construction.

Bobby Howard: No, this is construction plans.

Marlin Weisheit: Okay. We have a motion to approve the street construction plans on Sycamore Road.

Dan Saylor: Second.

Marlin Weisheit: And a second. All in favor say aye.

Bob Johnson: Aye.

Dan Saylor: Aye.

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

STREET ACCEPTANCE
SYCAMORE CORNER ROAD

Sherri Rector: Now we have the street acceptance for Sycamore Corner Road. Four hundred ninety (490) lineal feet.

Dan Saylor: I make a motion to accept the street, Sycamore Corner Road, four hundred ninety (490) lineal feet.

Bob Johnson: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

Chad Wagner: Thank you.

Marlin Weisheit: Thank you, Mr. Wagner

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

Marlin Weisheit: Thank you, Sherri.

(Sycamore Road Dedication, Street Construction Plans, and Street Acceptance are located on Pages 17 through 20 of these Official Minutes)

APPROVAL OF MINUTES
AUGUST 14, 2017

Marlin Weisheit: Approval of Minutes from our August 14th, 4:00 PM meeting.

Bob Johnson: Make a motion to approve the August 14, 2017 Minutes.

Dan Saylor: Second.

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

Bob Johnson: Aye.

Dan Saylor: Aye.

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

ITEMS FOR DISCUSSION
BLOCK PARTY ON PEACHWOOD DRIVE

Marlin Weisheit: Items for Discussion. I guess Roger's up.

Roger Emmons: Is Christian Anderson here?

Christian Anderson: Yep.

Roger Emmons: Thank you. Could you come to the podium please? Mr. Anderson called me and you're with A+ Derr Heating and Cooling, right?

Christian Anderson: Correct. Yep.

Roger Emmons: They're looking to close a portion of Peachwood Drive for a block party September 30th. And I have received their certificates of liability insurance not only from his company but Larry's Automotive as well. It's from 10:00 AM to 2:00 PM. And Mr. Anderson has requested barricades and signs from the Highway Department to be furnished. And that's pursuant to the map. Bobby, did you get a copy of the map? Did I send that to you?

Bobby Howard: I don't recall.

Roger Emmons: I'll make sure you do. So if you have anything else to add, Mr. Anderson?

Christian Anderson: Yeah, we just, last year we held it without the street closing. We have a lot of activities for kids and we're worried about cars going through there. It's only for four (4) hours. Everyone within that closing is a part of the block party. So every business.

Marlin Weisheit: Bobby, it won't be a problem for you to get the, if he gets you the maps, to get the barricades down there on that date? Or before?

Bobby Howard: No, is this on a Saturday?

Christian Anderson: It's on a Saturday.

Bobby Howard: Saturday, yeah, we'll get down there...

Marlin Weisheit: On Thursday?

Bobby Howard: Thursday night.

Marlin Weisheit: Yeah.

Christian Anderson: And then would it be our responsibility to put it up?

Marlin Weisheit: Yes. And then we'll pick them up on Monday, right, Bobby?

Bobby Howard: Yes.

Marlin Weisheit: Okay.

Roger Emmons: You just need to decide where you want them delivered and when you're done with the event, take them down, put them in the same spot so they can pick them up on the following Monday.

Christian Anderson: Okay. Thank you.

Marlin Weisheit: If anybody don't have any questions, I'd entertain a motion.

Dan Saylor: I make a motion to close a portion of Peachwood Drive for the block party on 09/30/2017 for approximately four (4) hours.

Bob Johnson: 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. Good luck with it.

Christian Anderson: Thank you, guys.

DEPARTMENTAL REPORTS
COUNTY ADMINISTRATOR

Marlin Weisheit: Roger?

Roger Emmons: Next item, or the first item I have rather, is a request from ERA First Advantage Realty, INC., Diane Royster has been submitting these requests for many years now and their event, The Annual Pumpkin Give-Away, has,

once again they've also requested the Highway Department deliver barricades on the day before the event. And I communicated with Ms. Royster today. She will have me their certificate of insurance with the County named as certificate holder for an additional insured by the time of the event.

Marlin Weisheit: Unless somebody's got questions, I'd entertain a motion. It's been a good event.

Bob Johnson: Make a motion to request close of Triple Crown Drive for Annual Pumpkin Give-Away.

Dan Saylor: The residents can get through there?

Marlin Weisheit: Oh yeah, yeah. This is over by ERA Realty.

Dan Saylor: They've done it before?

Marlin Weisheit: Oh, yeah, they've done it for twenty (20) years with no problems.

Roger Emmons: And they'll make sure emergency vehicles can get through there.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

FMLA LEAVE

Roger Emmons: We have a request for FMLA Leave. I, you were copied on my August 18th email regarding this agenda item. All the required paperwork has been submitted and signed properly. I would recommend your approval.

Dan Saylor: I make a motion to approve the FMLA request for leave.

Bob Johnson: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you.

NEW WATS SERVICE BUS STOP

Roger Emmons: Request to approve the new bus stop location for WATS Service, that's the Warrick Area Transit System. Marlin had me call Jim Wilzbacher who is a WATS Advisory Board Member. They can no longer use the old ITT building. The new owner does not want that used as a bus stop. There's a very close alternative which is a cul-de-sac on Stahl Business Court which runs north off of Stahl Road. I did receive a consensus from the Board but we probably need to get that in the minutes for the record.

Marlin Weisheit: Does anybody have any questions? If not, I'd entertain a motion to approve that so they can keep that bus stop.

Bob Johnson: I make a motion to approve the new bus stop location for the WATS Service of Stahl Business Court.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Now I should add, Bobby had replied the day I sent the initial email that no development had occurred on this roadway. So there's no real traffic and it should work. Sorry for that late comment.

COURTHOUSE RENOVATION PROJECT
SELECT PROFESSIONAL FIRM

Roger Emmons: Next item is the Courthouse Renovation Project to select a professional firm. I did receive Dan's scores. And pursuant to the QVS interview evaluation form, the, you score each firm. Ours was, forty (40) was the top score possible. And from lowest to highest on the average score, Hafer was thirty-five point two-five (35.25), DLZ was thirty-seven (37), and ESG was thirty-seven point three-seven-five (37.375). So based on those scores, ESG had the highest evaluation score.

Marlin Weisheit: They was three (3) good presentations and great companies.

Roger Emmons: Yeah, (inaudible).

Marlin Weisheit: Very close in scoring as it shows.

Roger Emmons: Very close scoring.

Todd Glass: Mr. President, what you would be approving today would be ESG performing certain services that were invited to be quoted and as for primarily some cost estimations and summaries. But also a feasibility of the guaranteed energy savings program. And that's something that this project probably ought to be, which is a statutory process and they'll make recommendations to the Committee as to how that overall RFP ought to be issued under that Statute. So the, the Letter of Authorization, if you approve it, Roger and I have a few fixes on it that we can get done by probably as early as tomorrow. A few dates and a few minor changes. But you'd just be approving that preliminary cost estimation and feasibility study only.

Marlin Weisheit: And once this is awarded they'll have forty-five (45) days to get us a report back as basically we're needing this for some financial analysis to present to our County Council on some bonding issues so we can renovate this facility here, this building here.

Roger Emmons: And the guaranteed energy savings.

Marlin Weisheit: And the guaranteed energy savings as well.

Roger Emmons: You may not need a bond. The representative of ESG is here.

Marlin Weisheit: We got some good information on that as well.

Todd Glass: I spoke to their counsel, they were aware of those time constraints. But part of the initial contract also, Mr. President, you'd be authorizing the issuance of an RFP at the point in time where it was ready to go.

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

Todd Glass: And this would be to enter into the letter of authorization with ESG Group as quoted to the Committee and the development of appropriate RFP after the final fixes are made by Roger and I tomorrow.

Bob Johnson: I'll make a motion to select ESG to do a cost analysis feasibility for the cost savings on the...

Marlin Weisheit: Courthouse?

Bob Johnson: On the Courthouse.

Marlin Weisheit: After the Counsel gets things...?

Roger Emmons: Plus the RFP.

Todd Glass: Correct.

Marlin Weisheit: Okay. Is that clear enough, Counsel?

Todd Glass: Yes.

Marlin Weisheit: Okay, got a motion, do I have a second?

Dan Saylor: Second.

Marlin Weisheit: Have a motion and a second to go with ESG with those stipulations. All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Roger Emmons: Thank you, Mr. President.

(ESG Quote is located on Pages 20 through 21 of these Official Minutes)

BOONVILLE SQUARE FLAIR

Roger Emmons: The only other item I have is informational. It's regarding the Boonville Square Flair use of the Courthouse lawn. I did approve that. And Karen Hullett, who is with the Boonville Merchants Association, she made the request for the annual event Saturday, October 7th from 9:00 AM to 4:00 PM with vendors setting up at 6:00 AM that morning. And I do have their certificate of insurance.

Marlin Weisheit: And this is a yearly event as well.

Roger Emmons: Yes, Sir.

Marlin Weisheit: And they use the Courthouse lawn and possibly the Harold Gun Pavilion as well. So.

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

Marlin Weisheit: Thank you, Roger.

COUNTY ATTORNEY
PROPOSED ORDINANCE FOR CLAIMS AND LATE FEES
PROPOSED ORDINANCE ON PROCUREMENT POLICIES

Marlin Weisheit: Okay, Counsel.

Todd Glass: Yes, Mr. President. Just a few housekeeping matters. We're still, if, if we could have, table the proposed Ordinance for Claims, Submission of Claims and Late Fees to the next meeting. And I would just ask the Commissioners to take a look at that and provide me with any input or comments that you have and I'll again get with the Auditor and any other Office Holders we need to check on the draft of that Ordinance. And if it's ready, for your consideration at the next meeting. And if I may, I would go ahead and say the same thing holds true on the tabling for the Ordinance on the Procurement Policies. I met with Joe this afternoon. He's going to provide me additional comments and suggestions. Still trying to get that to a draft ready for the Commissioners to consider for a First Reading.

Marlin Weisheit: Okay, we have any questions on those?

Todd Glass: And we can table both of those items.

Marlin Weisheit: Okay. So I'd entertain a motion to table Items 1 and 2 on Counsel's list here.

Dan Saylor: I make a motion to table Items 1 and 2.

Bob Johnson: Second.

Marlin Weisheit: All in favor say aye.

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Todd Glass: And just...

Roger Emmons: That will be to your September 11th Meeting.

Todd Glass: September 11th.

ECONOMIC DEVELOPMENT COMMISSION/HERITAGE WOODS TAX EXEMPT FINANCING BOND

Todd Glass: And as a matter of update, I did want to inform the Board that the Economic Development Commission will be meeting on September 7th immediately prior to the next Council Meeting. We will be convening to consider the Heritage Woods Tax Exempt Revenue Bond Issuance and some preliminary matters which will then be referred to the Council for Preliminary matters and soon as I have more information, I'll forward on to the Commissioners. No action's needed now, just an informative.

Marlin Weisheit: Thank you.

JUDICIAL CENTER BUILDING CORPORATION

Todd Glass: I do, I would appreciate, this isn't on the agenda, but your direction on the Warrick County Judicial Center Building Corporation, I'm still investigating how to properly get the real estate returned to the County that was conveyed to the Building Corporation. To adequately do that, I would recommend to the Board that a quick and easy title search be conducted so that I know exactly what real estate parcels and easements or other real estate interests were conveyed to the Building Corporation so that I can come back and recommend to the Commissioners how to get it all fixed.

Marlin Weisheit: I understand that.

Todd Glass: It would be a minor title search and title searches go, but it's probably, to be liberal, it'd probably be something under four hundred dollars ($400.00).

Marlin Weisheit: Unless anybody's got any questions, I'd entertain a motion to allow Counsel to go ahead and get that done so we can keep this project going.

Dan Saylor: I make a motion to allow our Counsel to complete a title search.

Bob Johnson: Second.

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

Dan Saylor: Aye.

Marlin Weisheit: Aye.

Bob Johnson: Aye.

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

Todd Glass: Thank you, Mr. President, that's it.

Marlin Weisheit: Thank you, Mr. Glass.

COUNTY AUDITOR
CLAIMS

Marlin Weisheit: County Auditor, Claims.

Debbie Stevens: Alright. I have all Certified Claims on the Voucher submitted to you earlier. Well, last week totaling one million and eight hundred eighty thousand two hundred thirty-eight dollars and seventy-six cent ($1,880,238.76).

Marlin Weisheit: Okay. We have any questions on Claims?

Bob Johnson: Make a motion to pay the Claims.

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

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

Debbie Stevens: Thank you. And I forgot to say my name. Debbie Stevens, Warrick County Auditor, but Kristine already knew that.

Marlin Weisheit: Most important thing, Debbie.

(Claims are located on Pages 21 through 22 of these Official Minutes)

COUNTY ENGINEER/HIGHWAY

Marlin Weisheit: Okay, County Engineer/Highway.

Bobby Howard: I have one (1) thing before you tonight, the Bridge 113 Contract. We had selected BLN to negotiate with. That contract is now ready. It's been approved by INDOT and, and ready to sign for the design of Bridge 113 at a cost of two hundred sixty-one thousand one hundred dollars ($261,100.00). And eighty (80) percent of that should be reimbursed by the State. So I'd recommend approval at this time of this contract.

Bob Johnson: I make a motion to approve Bridge 113 contract with BLN for engineering services.

Marlin Weisheit: Do I have a second?

Dan Saylor: Second.

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

Dan Saylor: Aye.

Bob Johnson: Aye.

Marlin Weisheit: Aye. Motion carries three, zero (3-0). Is that all you've got, Mr. Howard?

Bobby Howard: That's it, thanks.

Marlin Weisheit: Thank you.

(BLN Contract is located on Pages 23 through 28 of these Official Minutes)

COUNTY PURCHASING

Marlin Weisheit: County Purchasing. Joe, you have something today?

Joe Grassman: No, nothing.

COUNTY SHERIFF

Marlin Weisheit: Sheriff, you have anything?

Brett Kruse: No, Sir.

Marlin Weisheit: Okay.

COMMISSIONER ITEMS FOR DISCUSSION

Marlin Weisheit: Commissioner Johnson?

Bob Johnson: I have nothing.

Marlin Weisheit: Commissioner Saylor?

Dan Saylor: Yes, I have, on the last meeting, we, in the Auditor's Claims, we had some unapproved Claims that we approved and one (1) of them slipped by me that was a parking, payment for a parking ticket. And I decided that, we decided that that's not a valid Claim. So we asked for the refund of that. So I have a check here to return to you Debbie for that Claim, or for that Claim, okay.

Marlin Weisheit: So we show that in the Minutes that that subject paid the, reimbursed the County approved Claim last, twenty-five dollars ($25.00)...

Dan Saylor: (Inaudible).

Marlin Weisheit: Or fifteen dollars ($15.00) for a parking ticket in Vanderburgh County.

Dan Saylor: Yeah, their only request is that it goes back in the line item that it came out of.

Marlin Weisheit: Okay.

Dan Saylor: Cause this is, this is...

Bob Johnson: So we need to make a motion?

Dan Saylor: (Inaudible).

Todd Glass: I suggest you just would make a motion to rescind the approval of that Uncertified Claim as recorded...

Marlin Weisheit: Okay.

Todd Glass: By Commissioner Saylor.

Marlin Weisheit: So do that now?

Dan Saylor: Yep.

Marlin Weisheit: Motion by Dan to approve the...

Dan Saylor: Yep, I make that motion where Counsel just stated.

Bob Johnson: 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). Thank you for taking care of that. Okay, is that all you have?

Dan Saylor: That's all I have.

Marlin Weisheit: I don't have anything else, I look for one (1) more motion.

Bob Johnson: I make a motion to dismiss.

Dan Saylor: 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 4:26 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

County Commissioners Ordinance No. 2017 - 19

Ordinance to vacate (9) Public Utility Easements, (1) Drainage Easement and Public Utility Easement, (5) Reserved Public Utility Easements and the Right-Of-Way of a portion of Elmwood Drive, Thornbury Circle and Sable Drive all located within Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana.

Whereas, a sworn Petition was presented to the Board of Commissioners of Warrick County, Indiana requesting that the (9) Public Utility Easements, (1) Drainage Easement and Public Utility Easement, (5) Reserved Public Utility Easements and the Right-Of-Way of a portion of Elmwood Drive, Thornbury Circle and Sable Drive all located on the same real estate commonly known as:

Part of Lexington Subdivision

which is described:

Public Utility Easement Vacation Description

Description #1

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Commencing at the Northeast corner of Lot 23 in said Lexington Subdivision; thence S 00°00'00" E a distance of 6.00'; thence N 90°00'00" W a distance of 6.00' to the point of beginning; thence

1st: N 90°00'00" W a distance of 106.67'; thence

2nd: N 00°00'00" W a distance of 12.00'; thence

3rd: N 90°00'00" E a distance of 106.67'; thence

4th: S 00°00'00" E a distance of 12.00'; to the point of beginning and containing 1,280.04 square feet or 0.029 acres, more or less.

Description #2

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Commencing at the Northeast corner of Lot 22 in said Lexington Subdivision; thence S 00°00'00" E a distance of 12.00'; thence N 90°00'00" W a distance of 6.00' to the point of beginning; thence

1st: N 90°00'00" W a distance of 81.73'; thence

2nd: along a curve turning to the left with an arc length of 12.03', with a radius of 65.00', with a chord bearing of N02°48'53" W, with a chord length of 12.01'; thence

3rd: N90°00'00" E a distance of 82.32'; thence

4th: S 00°00'00" E a distance of 12.00' to the point of beginning and containing 982.09 square feet or 0.023 acres, more or less.

Description #3

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at a the northwest corner of Lot 28 in said Lexington Subdivision; thence

1st: N 90°00'00" E a distance of 12.00'; thence

2nd: S 00°00'00"E a distance of 104.62'; thence

3rd: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 11.88' and a radius of 13.00' and a chord bearing of S 26°06'41" E and a chord length of 11.44'; thence

4th: S 52°13'23" E a distance of 17.08'; thence

5th: along a curve turning to the left with a delta angle of 81°22'59" and having arc length of 18.47' and a radius of 13.00' and a chord bearing of N 67°05'08" E and a chord length of 16.95'; thence

6th: along a reverse curve turning to the right with a delta angle of 43°38'22" and having arc length of 163.36' and a radius of 212.00' and a chord bearing of N 68°11'46" E and a chord length of 157.48'; thence

7th: N 90°00'00" E a distance of 37.66'; thence

8th: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 20.42' and a radius of 13.00' and a chord bearing of N 45°00'00" E and a chord length of 18.38'; thence

9th: S 00°00'00" E a distance of 21.36'; thence

10th: along a curve turning to the right with a delta angle of 31°19'58" and having arc length of 13.67' and a radius of 25.00' and a chord bearing of S 74°20'02" W and a chord length of 13.50'; thence

11th: N 90°00'00" W a distance of 37.66'; thence

12th: along a curve turning to the left with a delta angle of 43°38'22" and having arc length of 162.31' and a radius of 200.00' and a chord bearing of S 68°11'46" W and a chord length of 158.57'; thence

13th: along a reverse curve turning to the right with a delta angle of 81°22'59" and having arc length of 35.51' and a radius of 25.00' and a chord bearing of S 67°05'08" W and a chord length of 32.60'; thence

14th: N 52°13'23" W a distance of 17.08'; thence

15th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 23.76' and a radius of 25.00' and a chord bearing o r N 26°06'41" W and a chord length of 22.91'; thence

16th: N 00°00'00" E a distance of 104.62' to the point of beginning and containing 4501.14 square feet or 0.103 acres, more or less.

Description #4

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at a the Northwest corner of lot 16 in said Lexington Subdivision thence:

1st: N 89°13'47" E a distance of 102.84'; thence

2nd: along a curve turning to the right with a delta angle of 90°48'46" and having arc length of 35.61' and a radius of 25.00' and a chord bearing of S 45°23'23" E and a chord length of 35.60'; thence

3rd: S 00°00'00" E a distance of 94.87'; thence

4th: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 117.81' and a radius of 75.00' and a chord bearing of S 45°00'00" E and a chord length of 106.07'; thence

5th: N 90°00'00" E a distance of 213.47'; thence

6th: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 69.36' and a radius of 75.00' and a chord bearing of N 63°53'19" E and a chord length of 66.92'; thence

7th: N 37°46'37" E a distance of 137.47'; thence

8th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 136.72' and a radius of 150.00' and a chord bearing of N 63°53'19" E and a chord length of 132.04'; thence

9th: N 90°00'00" E a distance of 31.76'; thence

10th: along a curve turning to the right with a delta angle of 48°11'23" and having arc length of 21.03' and a radius of 25.00' and a chord bearing of S 65°54'19" E and a chord length of 20.41'; thence

11th: along a reverse curve turning to the left with a delta angle of 177°51'34" and having arc length of 155.21' and a radius of 50.00' and a chord bearing of N 49°15'36" E and a chord length of 99.98'; thence

12th: along a compound curve turning to the left with a delta angle of 12°23'13" and having arc length of 14.05' and a radius of 65.00' and a chord bearing of N 08°11'36" E and a chord length of 14.03'; thence

13th: N 00°00'00" W a distance of 10.04'; thence

14th: along a curve turning to the left with a delta angle of 48°11'23" and having arc length of 8.41' and a radius of 10.00' and a chord bearing of S 24°05'41" E and a chord length of 8.16'; thence

15th: along a reverse curve turning to the right with a delta angle of 186°22'46" and having arc length of 211.44' and a radius of 65.00' and a chord bearing of S 45°00'00" W and a chord length of 129.80'; thence

16th: along a reverse curve turning to the left with a delta angle of 48°11'23" and having arc length of 8.41' and a radius of 10.00' and a chord bearing of N 65°54'19" W and a chord length of 8.16'; thence

17th: N 90°00'00" W a distance of 31.76'; thence

18th: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 123.05' and a radius of 135.00' and a chord bearing of S 63°53'19" W and a chord length of 118.83'; thence

19th: S 37°46'37" W a distance of 137.47'; thence

20th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 62.03' and a radius of 90.00' and a chord bearing of S 63°53'19" W and a chord length of 79.22'; thence

21st: N 90°00'00" W a distance of 46.61'; thence

22nd: S 00°00'00" E a distance of 152.82'; thence

23rd: S 68°20'10" W a distance of 6.46'; thence

24th: S 00°00'00" W a distance of 2.15'; thence

25th: S 68°20'10" W a distance of 6.46'; thence

26th: N 00°00'00" E a distance of 159.74'; thence

27th: N 90°00'00" W a distance of 154.87'; thence

28th: along a curve turning to the right with a delta angle of 90°00'00" and having arc length of 141.37' and a radius of 90.00' and a chord bearing of N 45°00'00" W and a chord length of 127.28'; thence

29th: N 00°00'00"W a distance of 97.87'; thence

30th: along a curve turning to the left with a delta angle of 90°46'13" and having arc length of 15.84' and a radius of 10.00' and a chord bearing of N 45°23'06" W and a chord length of 14.24'; thence

31st: S 89°13'47" W a distance of 102.91'; thence

32nd: N 00°40'15" W a distance of 12.00' to the point of beginning and containing 18,979.73 square feet or 0.429 or acres, more or less.

Description #5

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Commencing at the Southwest corner of Lot 34 in said Lexington Subdivision; thence N 90°00'00" E a distance of 10.00'; thence N 00°00'00" W a distance of 12.00' to the point of beginning; thence

1st: N 00°00'00" W a distance of 88.43'; thence

2nd: N 11°59'04" W a distance of 102.23'; thence

3rd: N 00°00'00" E a distance of 99.23'; thence

4th: N 03°14'52" W a distance of 99.88'; thence

5th: N 90°00'00" E a distance of 10.02'; thence

6th: S 03°14'52" E a distance of 94.15'; thence

7th: N 90°00'00" E a distance of 93.73'; thence

8th: S 00°00'00" E a distance of 6.00'; thence

9th: along a curve turning to the right with a delta angle of 36°52'12" and having arc length of 6.44' and a radius of 10.00' and a chord bearing of S 18°26'06" W and a chord length of 6.32'; thence

10th: N 90°00'00" W a distance of 91.42'; thence

11th: S 00°00'00" E a distance of 88.00';thence

12th: N 90°00'00" E a distance of 93.42'; thence

13th: S 00°00'00" E a distance of 12.00'; thence

14th: N 90°00'00" W a distance of 91.70'; thence

15th: S 11°59'04" E a distance of 89.74'; thence

16th: N 89°21'57" E a distance of 98.34'; thence

17th: along a curve turning to the left with a delta angle of 06°32'52" and having arc length of 10.80' and a radius of 90.00' and a chord bearing of S 47°26'29" E and a chord length of 10.79'; thence

18th: S 52°01'52" E a distance of 7.39'; thence

19th: S 89°21'57" W a distance of 111.24'; thence

20th: S 00°00'00" E a distance of 81.61'; thence

21st: N 90°00'00" W a distance of 10.00' to the point of beginning and containing 7,391.79 square feet or 0.170 acres more or less.

Description #6

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Commencing at the Southeast corner of Lot 35 in said Lexington Subdivision; thence N 90°00'00" W a distance of 20.00'; thence N 00°00'00" W a distance of 12.00' to the point of beginning; thence

1st: N 00°00'00" W a distance of 81.38'; thence

2nd: N 90°00'00" W a distance of 129.65'; thence

3rd: N 00°00'00" W a distance of 12.00'; thence

4th: N 90°00'00" E a distance of 127.93'; thence

5th: N 11°59'04" W a distance of 89.96'; thence

6th: N 90°00'00" W a distance of 93.63'; thence

7th: N 00°07'48" W a distance of 12.00'; thence

8th: N 90°00'00" E a distance of 92.83'; thence

9th: N 00°00'00" E a distance of 88.00'; thence

10th: N 87°53'05" E a distance of 9.81'; thence

11th: S 00°07'11" E a distance of 95.41'; thence

12th: S 11°59'04" E a distance of 102.23'; thence

13th: S 00°00'00" E a distance of 85.33'; thence

14th: N 90°00'00" W a distance of 10.00' to the point of beginning and containing 5,492.09 square feet or 0.126 acres more or less.

Description #7

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Northwest corner of Lot 37 in said Lexington Subdivision; thence

1st: N 00°00'00" W a distance of 6.00'; thence

2nd: N 90°00'00" E a distance of 105.49'; thence

3rd: S 01°40'32" E a distance of 12.01'; thence

4th: N 90°00'00" W a distance of 105.85'; thence

5th: N 00°00'00" W a distance of 6.00' to the point of beginning and containing 1,268.05 square feet or 0.029 acres more or less.

Description #8

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Southeast corner of Lot 13 in said Lexington Subdivision; thence

1st: S 00°00'00" W a distance of 153.62'; thence

2nd: along a curve turning to the right with a delta angle of 31°19'50" and having arc length of 13.67' and a radius of 25.00' and a chord bearing of S 15°39'55" W and a chord length of 13.50'; thence

3rd: N 90°00'00" W a distance of 21.22'; thence

4th: along a curve turning to the left with a delta angle of 89°13'47" and having arc length of 15.57' and a radius of 10.00' and a chord bearing of N 44°36'54" E and a chord length of 14.05'; thence

5th: N 00°00'00" W a distance of 150.62'; thence

6th: N 90°00'00" W a distance of 92.79'; thence

7th: N 00°00'00" W a distance of 12.00'; thence

8th: N 90°00'00" E a distance of 92.79'; thence

9th: N 00°00'00" W a distance of 92.10'; thence

10th: along a curve turning to the left with a delta angle of 30°34'16" and having arc length of 5.34' and a radius of 10.00' and a chord bearing of N 15°17'08" W and a chord length of 5.27'; thence

11th: along a reverse curve turning to the right with a delta angle of 61°33'48" and having arc length of 69.84' and a radius of 65.00' and a chord bearing of N 00°12'38"E and a chord length of 66.53'; thence

12th: N 45°14'45" W a distance of 133.50'; thence

13th: N 00°40'15" W a distance of 17.07'; thence

14th: S 45°19'55" E a distance of 143.88'; thence

15th: along a curve turning to the right with a delta angle of 77°40'35" and having arc length of 88.12' and a radius of 65.00' and a chord bearing of N 60°42'48" E and a chord length of 81.53'; thence

16th: N 00°07'50" W a distance of 90.91'; thence

17th: N 89°52'10" E a distance of 12.00'; thence

18th: S 00°07'50"E a distance of 90.30'; thence

19th: along a curve turning to the left with a delta angle of 21°37'13" and having arc length of 26.41' and a radius of 70.00' and a chord bearing of S 93°56'52" W and a chord length of 26.26'; thence

20th: along a compound curve turning to the left with a delta angle of 144°32'32" and having arc length of 126.14' and a radius of 50.00' and a chord bearing of S 41°48'18" W and a chord length of 95.25'; thence

21st: along a reverse curve turning to the right with a delta angle of 30°27'58" and having arc length of 13.29' and a radius of 25.00' and a chord bearing of S 15°13'59"E; and a chord length of 13.14'; thence

22nd: S 00°00'00"E a distance of 98.21'; to the point of beginning and containing 10,262.72 square feet or 0.236 acres, more or less.

Description #9

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Northeast Corner of Lot 39 in said Lexington Subdivision; thence

1st: along a curve turning to the left with a delta angle of 58°40'04" and having arc length of 25.60' and a radius of 25.00' and a chord bearing of S 60°39'58" W and a chord length of 24.49'; thence

2nd: N 90°00'00" W a distance of 73.39'; thence

3rd: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 20.42' and a radius of 13.00' and a chord bearing of S 45°00'00" W and a chord length of 18.38'; thence

4th: S 00°00'00" W a distance of 8.59'; thence

5th: along a curve turning to the right with a delta angle of 28°06'55" and having arc length of 24.54' and a radius of 50.00' and a chord bearing of N 28°09'06" W and a chord length of 24.29'; thence

6th: along a compound curve turning to the right with a delta angle of 56°15'45" and having arc length of 24.56' and a radius of 25.00' and a chord bearing of N 58°59'35" E and a chord length of 23.67'; thence

7th: N 89°58'54" E a distance of 99.00' to the point of beginning and containing 1,356.71 square feet or 0.031 acres, more or less.

Drainage Easement and Public Utility Easement Vacation Description

Description #1

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at a the Southeast corner of Lot 35 in said Lexington Estates; thence

1st: N 90°00'00" W a distance of 10.00'; thence

2nd: N 00°00'00" W a distance of 98.33'; thence

3rd: N 11°59'04" W a distance of 102.23'; thence

4th: N 00°00'00" E a distance of 95.41'; thence

5th: N 90°00'00" E a distance of 13.42'; thence

6th: N 01°40'32" W a distance of 105.86'; thence

7th: N 88°27'12" E a distance of 4.00'; thence

8th: S 03°04'00" E a distance of 106.07'; thence

9th: S 00°00'00" W a distance of 93.31'; thence

10th: S 11°59'04" E a distance of 102.23'; thence

11th: S 00°00'00" E a distance of 100.43'; thence

12th: N 90°00'00" W a distance of 10.00'; to the point of beginning and containing 6480.02 square feet or 0.149 or acres, more or less.

Reserved Public Utility Easement Vacation Description

Description #1

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Southwest corner of Lot 15 in said Lexington Subdivision; thence along the West line of Lot 15

1st: N 00°40'15" W a distance of 12.00'; thence

2nd: N 89°13'47"E a distance of 125.44'; thence

3rd: along a curve turning to the right with a delta angle of 58°40'04" and having arc length of 25.60' and a radius of 25.00' and a chord bearing of S 59°53'45" W and a chord length of 24.49'; thence

4th: S 89°13'47"W a distance of 104.10' to the point of beginning and containing 1,430.28 square feet or 0.033 acres, more or less.

Description #2

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at a the Northwest corner of Lot 18 in said Lexington Subdivision; thence

1st: along a curve turning to the left with a delta angle of 09°19'21" and having arc length of 12.20' and a radius of 75.00' and a chord bearing of S 70°52'52" E and a chord length of 12.19'; thence

2nd: S 00°00'00" E a distance of 213.60'; thence

3rd: N 68°20'10" E a distance of 180.77'; thence

4th: S 00°00'00" E a distance of 2.15'; thence

5th: N 68°20'10" E a distance of 190.37'; thence

6th: S 31°11'00" E a distance of 1.95'; thence

7th: N 59°33'32" E a distance of 188.49'; thence

8th: N 84°08'29" E a distance of 123.76'; thence

9th: N 75°37'45" E a distance of 88.10'; thence

10th: S 00°00'00" E a distance of 12.39'; thence

11th: S 75°37'45" W a distance of 86.01'; thence

12th: S 84°08'29" W a distance of 117.23'; thence

13th: S 59°33'32" W a distance of 190.08'; thence

14th: S 31°11'00" E a distance of 4.33'; thence

15th: S 68°20'10" W a distance of 201.67'; thence

16th: S 00°00'00" E a distance of 2.15'; thence

17th: S 68°20'10" W a distance of 180.77'; thence

18th: S 00°00'00" E a distance of 186.96'; thence

19th: S 57°04'10" W a distance of 28.59'; thence

20th: N 00°00'00" W a distance of 448.36'; thence

21st: along a curve turning to the left with a delta angle of 09°44'46" and having arc length of 12.76' and a radius of 75.00' and a chord bearing of S 70°20'49" E and a chord length of 12.74' to the point of beginning and containing 3,879.52 square feet or 0.548 acres, more or less.

Description #3

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Southeast corner of Lot 26 in said Lexington Subdivision; thence

1st: S 00°00'01" W a distance of 66.57'; thence

2nd: along a curve turning to the right with a delta angle of 58°40'03" and having arc length of 25.60' and a radius of 25.00' and a chord bearing of S 29°20'02" W and a chord length of 24.49'; thence

3rd: N 00°00'00" W a distance of 66.57'; thence

4th: along a curve turning to the left with a delta angle of 58°40'04" and having arc length of 25.60' and a radius of 25.00' and a chord bearing of N 29°20'02" E and a chord length of 24.49' to the point of beginning and containing 708.87 square feet or 0.018 acres, more or less.

Description #4

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Southeast corner of Lot 31 in said Lexington Subdivision; thence

1st: S 00°00'00" W a distance of 130.16'; thence

2nd: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 68.36' and a radius of 75.00' and a chord bearing of S 26°06'41" E and a chord length of 66.02'; thence

3rd: S 52°13'23" E a distance of 14.54'; thence

4th: along a curve turning to the right with a delta angle of 66°25'19" and having arc length of 28.98' and a radius of 25.00' and a chord bearing of S 19°00'43" E and a chord length of 27.39'; thence

5th: N 52°13'23" W a distance of 37.46'; thence

6th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 82.03' and a radius of 90.00' and a chord bearing of N 26°06'41" W and a chord length of 79.22'; thence

7th: N 00°00'00" E a distance of 107.26'; thence

8th: along a curve turning to the left with a delta angle of 66°25'19" and having arc length of

28.98' and a radius of 25.00' and a chord bearing of N 33°12'39" E and a chord length of 27.39' to the point of beginning and containing 3,258.72 square feet or 0.075 acres, more or less.

Description #5

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at the Southwest corner of Lot 37 in said Lexington Subdivision; thence along the west line of said Lot 37; thence

1st: N 00°00'00" W a distance of 275.00'; thence

2nd: along a curve turning to the right with a delta angle of 30°51'42" and having arc length of 13.47' and a radius of 25.00' and a chord bearing of N 15°25'51" E and a chord length of 13.30'; thence

3rd: along a reverse curve turning to the left with a delta angle of 28°09'55" and having arc length of 24.54' and a radius of 50.00' and a chord bearing of S 28°05'06" E and a chord length of 24.29'; thence

4th: S 00°07'24" E a distance of 464.12'; thence

5th: along a curve turning to the right with a delta angle of 88°53'59" and having arc length of 30.08' and a radius of 25.00' and a chord bearing of N 34°27'00" W and a chord length of 28.28'; thence

6th: N 00°00'00" W a distance of 174.30' to the point of beginning and containing 7250.98 square feet or 0.166 acres, more or less.

Right-of-Way Vacation Description

Description #1

Right-of-way vacation of a portion of Elmwood Drive, Thornbury Circle and Sable Ridge Drive in Lexington Subdivision

Part of Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana and described as follows:

Beginning at a point in the North line of the Southwest Quarter of the Northwest Quarter of said Section 6, said point lying South 89°13'47" West 40.00 feet from the Northeast corner of said Quarter, Quarter Section; thence

1st: N 00°46'13" W a distance of 50.00'; thence

2nd: N 89°13'47" E a distance of 144.18'; thence

3rd: thence along a curve turning to the left with a delta angle of 89°13'47" and having arc length of 39.93' and a radius of 25.00' and a chord bearing of N 44°36'54" E and a chord length of 35.12'; thence

4th: N 00°00'00" W a distance of 251.84'; thence

5th: thence along a curve turning to the left with a delta angle of 30°27'58" and having arc length of 13.29' and a radius of 25.00' and a chord bearing of N 15°13'59" W and a chord length of 13.14'; thence

6th: along a reverse curve turning to the right with a delta angle of 150°55'56" and having arc length of 131.71' and a radius of 50.00' and a chord bearing of N 45°00'00" E and a chord length of 96.80'; thence

7th: along a reverse curve turning to the left with a delta angle of 30°27'58" and having arc length of 13.29' and a radius of 25.00' and a chord bearing of S 74°46'01" E; and a chord length of 13.14'; thence

8th: N 90°00'00" E a distance of 24.36'; thence

9th: along a curve turning to the left with a delta angle of 104°05'39" and having arc length of 90.84' and a radius of 50.00' and a chord bearing of S 37°57'11" W and a chord length of 78.85'; thence

10th: along a compound curve turning to the left with a delta angle of 30°51'42" and having arc length of 13.47' and a radius of 25.00' and a chord bearing of S 15°25'51" W and a chord length of 13.30'; thence

11th: S 00°00'00" E a distance of 449.38'; thence

12th: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 39.27' and a radius of 25.00' and a chord bearing of S 45°00'00" E and a chord length of 35.36'; thence

13th: N 90°00'00" E a distance of 213.47'; thence

14th: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 23.79' and a radius of 26.00' and a chord bearing of N 63°53'19" E and a chord length of 22.01'; thence

15th: N 37°46'37" E a distance of 71.18'; thence

16th: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 39.27' and a radius of 25.00' and a chord bearing of N 07°13'23" W and a chord length of 35.36'; thence

17th: N 52°13'23" W a distance of 14.54'; thence

18th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 68.36' and a radius of 75.00' and a chord bearing of N 26°06'41" W and a chord length of 66.02'; thence

19th: N 00°00'00" E a distance of 9.47'; thence

20th: along a curve turning to the left with a delta angle of 90°00'00" and having arc length of 78.54' and a radius of 50.00' and a chord bearing of N 45°00'00" E and a chord length of 70.71'; thence

21st: S 00°00'00" W a distance of 59.47'; thence

22nd: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 22.79' and a radius of 25.00' and a chord bearing of S 26°06'41" E and a chord length of 22.01'; thence

23rd: S 52°13'23" E a distance of 17.08'; thence

24th: along a curve turning to the left with a delta angle of 81°22'59" and having arc length of 35.51' and a radius of 25.00' and a chord bearing of N 87°05'08" E and a chord length of 32.60'; thence

25th: along a reverse curve turning to the right with a delta angle of 43°36'22" and having arc length of 152.21' and a radius of 200.00' and a chord bearing of N 68°11'49" E and a chord length of 148.67'; thence

26th: N 90°00'00" E a distance of 17.22'; thence

27th: along a curve turning to the left with a delta angle of 155°20'25" and having arc length of 135.56' and a radius of 50.00' and a chord bearing of N 77°40'13" E and a chord length of 97.69'; thence

28th: N 00°00'00" E a distance of 10.00' thence

29th: along a curve turning to the left with a delta angle of 48°11'23" and having arc length of 21.03' and a radius of 25.00' and a chord bearing of S 24°05'41" E and a chord length of 20.41'; thence

30th: along a reverse curve turning to the right with a delta angle of 188°22'46" and having arc length of 192.65' and a radius of 50.00' and a chord bearing of S 45°00'00" W and a chord length of 99.85'; thence

31st: along a reverse curve turning to the left with a delta angle of 48°11'23" and having arc length of 21.03' and a radius of 25.00' and a chord bearing of N 65°54'19" W and a chord length of 20.41'; thence

32nd: N 90°00'00" W a distance of 31.76'; thence

33rd: along a curve turning to the left with a delta angle of 52°13'23" and having arc length of 136.72' and a radius of 150.00' and a chord bearing of S 63°53'19" W and a chord length of 132.04'; thence

34th: S 37°46'37" W a distance of 137.47'; thence

35th: along a curve turning to the right with a delta angle of 52°13'23" and having arc length of 68.36' and a radius of 75.00' and a chord bearing of S 63°53'19" W and a chord length of 66.02'; thence

36th: N 90°00'00" W a distance of 213.47'; thence

37th: along a curve turning to the right with a delta angle of 90°00'00" and having arc length of 117.81' and a radius of 75.00' and a chord bearing of N 45°00'00" W and a chord length of 106.07'; thence

38th: N 00°00'00" W a distance of 94.87'; thence

39th: along a curve turning to the left with a delta angle of 90°46'13" and having arc length of 39.61' and a radius of 25.00' and a chord bearing of N 45°23'06" W and a chord length of 35.59'; thence

40th: S 89°13'47" W a distance of 142.84' to the point of beginning and containing 80,335.10 square feet or 1.844 acres, more or less

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

I

Section 1:
That the Board of County Commissioners of Warrick, County, Indiana, after due investigation and consideration, has determined that the (9) Public Utility Easements, (1) Drainage Easement and Public Utility Easement, (5) Reserved Public Utility Easements and the Right-Of-Way of a portion of Elmwood Drive, Thornbury Circle and Sable Drive located on said real estate commonly known as:

Part of Lexington Subdivision

which is described above and on the attached Exhibits "F, H, L and O" And as shown on the attached Exhibits "A, B, C, D, E, G, I, J, K, M and N" is no longer required for public use and the public interested will be served by its vacation.

Section 2:
The Board of County Commissioners of Warrick, County, Indiana, does hereby vacate the (9) Public Utility Easements, (1) Drainage Easement and Public Utility Easement, (5) Reserved Public Utility Easements and the Right-Of-Way of a portion of Elmwood Drive, Thornbury Circle and Sable Drive located on said real estate commonly known as:

Part of Lexington Subdivision

which is described above and on the attached Exhibits "F, H, L and O" And as shown on the attached Exhibits "A, B, C, D, E, G, I, J, K, M and N" is no longer required for public use and the public interested will be served by its vacation.

Section 3:
The (9) Public Utility Easements, (1) Drainage Easement and Public Utility Easement, (5) Reserved Public Utility Easements and the Right-Of-Way of a portion of Elmwood Drive, Thornbury Circle and Sable Drive all located within Lexington Subdivision as per plat thereof, recorded in Document Number 2006R-014481, lying in the Northwest Quarter of Section 6, Township 7 South, Range 8 West of the 2nd P.M., Warrick County, Indiana

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

Final passage by the Board of Commissioners of Warrick County, Indiana this 28th day of August, 2017

BOARD OF COUNTY COMMISSIONERS OF
WARRICK COUNTY, INDIANA

By Marlin Weisheit
By Dan Saylor
By Bob Johnson

ATTEST:
Deborah K. Stevens
Warrick County Auditor

This Instrument prepared by Thomas Keith, Andy Easley Engineering, Inc. Suite 205, 1133 West Mill Road, Evansville, IN 47710, Phone 812-424-2481.

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

Thomas J. Keith

WARRICK COUNTY COMMISSIONERS ORDINANCE # 2017-20
PLAN COMMISSION DOCKET # PC-R-17-09

AN ORDINANCE TO AMEND THE WARRICK COUNTY, INDIANA COMPREHENSIVE ZONING ORDINANCE BY REZONING CERTAIN REAL ESTATE IN WARRICK COUNTY, INDIANA

BE IT ORDAINED BY THE COUNTY COMMISSIONERS OF WARRICK COUNTY, INDIANA:

Section 1. That the Warrick County, Indiana Comprehensive Zoning Ordinance and the Warrick County Zoning District Maps dated February 1, 2005, and made a part of said Ordinance, be and the same are hereby amended as follows:

That the boundaries of the _____ "R-1A" _____, as shown on said Warrick County Zoning District Maps, be amended so as the following described real estate:

Lots 5 through 33 in Sunshine Estates Subdivision as recorded in Plat File 1, Card 183 in the Office of the Recorder of Warrick County, Indiana, lying in the Southeast Quarter of the Southwest Quarter of Section 1, Township 6 South, Range 9 West, Ohio Township, Warrick County, Indiana, more particularly described as follows:

COMMENCING at the Northwest Corner of said Quarter Quarter Section; thence South 00° 00' 00" West, along the West line thereof, 545.0 feet; thence South 88° 29' 35" East - 364.0 feet to the POINT OF BEGINNING; thence South 88° 29' 35" East - 937.21 feet to the East line of said Quarter Quarter Section; thence South 00° 03' 41' West, along said East line, 490.0 feet; thence North 89° 29' 35" West - 656.24 feet; thence North 00° 00' 00" East - 30.0 feet; thence North 88° 29' 35" West - 359.24 feet; thence, with a curve concave to Southwest, having a radius of 50.0 feet, an arc length of 104.72 feet and subtended by a chord bearing North 88° 29' 35" West a distance of 86.61 feet; thence North 88° 29' 35" West - 34.7 feet; thence North 00° 00' 00" East - 440.0 feet to the POINT OF BEGINNING and containing 10.222 acres, more or less.

which real estate is now zoned and classified as part of the _____ "R-1A" _____ District, as shown on the aforesaid Warrick County Zoning District Maps, so that said above described real estate shall be and the same is hereby rezoned and reclassified from said "R-1A" _____ District to said "A" Agricultural District.

Section 2. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of the County of Warrick, State of Indiana.

President
Member
Member
BOARD OF COMMISSIONERS
WARRICK COUNTY, INDIANA

ATTEST:
County Auditor

August 28, 2017
Date Approved

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
This document prepared by William L. Boone 5519 East Gray Road Newburgh, IN 47630

C-16-081

THREE I DESIGN ENGINEERING + ARCHITECTURE

August 9, 2017

Warrick County Area Plan Commission
Attn: Sheila Lacer
107 W. Locust Street, Room 201
Boonville, Indiana 47601

Re: Street Acceptance – Epworth Rd Turn Lane
Deaconess Gateway South Service Road Entrance

Dear Warrick County Area Plan Commission:

This letter serves as notification that all construction performed by Koberstein Contracting and Hummel Electric, on behalf of Deaconess Hospital was completed in accordance with plans and specifications provided and approved by Warrick County Highway Engineering Department. The Epworth Turn Lane project included an additional turn lane from the hospital main entrance south to the south service road entrance and a new traffic signal at the south service entrance, completed May 2017.

Sincerely,

Lyle Mehringer, PE
Principal – Civil Department
Three I Design

LYLE E. MEHRINGER REGISTERED No. PE11300304 STATE OF INDIANA PROFESSIONAL ENGINEER

BOARD OF COMMISSIONERS:
Marlin Weisheit
Dan Saylor
Bob Johnson

ATTEST:
Auditor
Date: 8-28-17

FILED
AUG 2 4 2017
WARRICK COUNTY
AREA PLAN COMMISSION

Street Construction

Kiesel-Wagner Survey LLC
Land Surveying & Consulting
10000 St. Johns Road
Chandler, IN 47610

Warrick Area Plan Commission
ATTN: Sherri Rector
107 W Locust St # 201
Boonville, IN 47601

August 24th, 2017

RE: Sycamore Corner Road Extension
Pigeon Township
Kiesel Wagner Survey LLC Job: 228-2017-001

Mrs. Rector,

On behalf of my client, Jim Klump, this letter's purpose is to inform you the extension of Sycamore Corner Road to his property was built in compliance with the road plan submitted to the County Engineer dated July 20th, 2017. All right-of-documents have been executed and will be recorded today. If you have any questions, feel free to contact this project's coordinator, Chad Wagner, at 812-319-3910.

Best Regards,

Joseph R. Kiesel, PS

JOSEPH R. KIESEL REGISTERED No. 20800145 STATE OF INDIANA LAND SURVEYOR

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

CERTIFICATE OF COMPLIANCE
Plan and Specifications – Street Construction

Submission Date: 7-20-2017
Probable Start Construction: July 2017
Probable Finish Construction: August 2017
Project Location: End of existing Sycamore Corner Rd, Pigeon Twp

Describe in detail type of street construction:

A 12' wide gravel road will be constructed from the end of existing Warrick County Maintenance and will proceed north approximately 490 feet to the Klump property. A turn-around will be constructed inside the Klump property

Name of Street:	No. of Lineal Ft.:	Est. Cost of Construction:
Sycamore Corner Rd	490	$ $3,100.00
TOTAL		$

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

Total Estimated Cost of Street and Sidewalk Construction is $ $3,100.00

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: Jim Klump Jr / Jeremy Klump / Jeff Klump / Justin Klump
(Typed)

Signature: [signature]
Address: 2014 W 17 S HANDSBORO, IN 47637

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 direction and control and were created by my employees and me.

Signature: [signature]
Typed Name: Joseph R Kiesel
Engineer ____ Licensed Land Surveyor ✓ Ind. Reg. No. LS 20800145
Address: 2711 W SR 68 Phone No.: 812-305-6256
Haubstadt, IN 47639
SEAL

JOSEPH R. KIESEL REGISTERED No. LS20800145 STATE OF INDIANA LAND SURVEYOR

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: [signature]
Typed Name: Joseph R Kiesel
Engineer ____ Licensed Land Surveyor ✓ Ind. Reg. No. LS 20800145
Address: 2711 W SR 68 Phone No.: 812-305-6256
Haubstadt, IN 47639
SEAL

JOSEPH R. KIESEL REGISTERED No. LS20800145 STATE OF INDIANA LAND SURVEYOR

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

Reviewed By: County Engineer
Date: ____ Comments: ____
By: [signature]

(If needed additional space provided on back page)

APPROVAL GRANTED BY THE BOARD OF COUNTY COMMISSIONERS THIS 28th 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

DEDICATION OF RIGHT-OF-WAY

THIS INDENTURE WITNESSETH, that Kenneth A. Elliott and Carolyn S. Elliott, Husband and Wife, of Warrick County, State of Indiana,

DEDICATES

to the County of Warrick, State of Indiana, the following described **REAL ESTATE IN WARRICK COUNTY,** in the State of Indiana,

An easement or right of way to the Grantee for the purpose of constructing and maintaining a roadway over and upon the real estate herein described:

A part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 26, Township 4 South, Range 6 West of the Second Principal Meridian, Pigeon Township, Warrick County, Indiana and more particularly described as follows:

Beginning at the Northeast corner of said Quarter-Quarter-Quarter Section, thence along the East line thereof, South 00 degrees 17 minutes 13 seconds West a distance of 437.74 feet;

thence North 89 deerees 42 minutes 47 seconds West a distance of 25.00 feet;

thence North 00 degrees 17 minutes 13 seconds East a distance of 437.56 feet to a point on the North line of said Quarter-Quarter-Quarter Section;

thence along said North line, North 89 degrees 51 minutes 58 seconds East a distance of 25.00 feet to the point of beginning, containing 0.251 acres (10.941 square feet), more or less.

Subject to any and all easements, highways, rights-of-way, and building and use restrictions pertaining to said real estate of record.

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.

Charles L. Martin

IN WITNESS WHEREOF, the said Grantors have hereunto affixed their hands and seals this 18 day of August, 2017.

Kenneth A. Elliott

Carolyn S. Elliott

STATE OF INDIANA)
COUNTY OF Warrick)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named **KENNETH A. ELLIOTT and CAROLYN S. ELLIOTT,** and acknowledged the execution of the foregoing Warranty Deed.

WITNESS my hand and Notarial Seal this 18 day of August, 2017.

Notary Public

Casey Dugan
printed

My County of Residence is:
Warrick County,
State of Indiana, and
My Commission Expires:

Send tax statements to: GRANTEES

County of Warrick
Boonville, In 47601

This instrument prepared by Charles L. Martin,
MARTIN & MARTIN, Attorneys at Law, P.C.,
125 S. Second Street, P. O. Box 29, Boonville, IN 47601

Right-of-Way Legal Description
Elliott Property

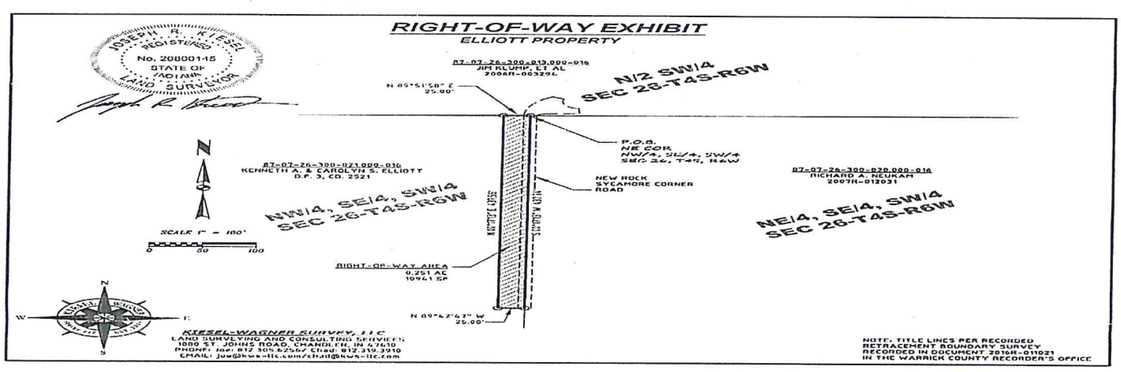
A Part of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 26, Township 4 South, Range 6 West of the Second Principal Meridian, Pigeon Township, Warrick County, Indiana and more particularly described as follows:

Beginning at the Northeast corner of said Quarter-Quarter-Quarter Section, thence along the East line thereof, South 00 degrees 17 minutes 13 seconds West a distance of 437.74 feet;

thence North 89 degrees 42 minutes 47 seconds West a distance of 25.00 feet;

thence North 00 degrees 17 minutes 13 seconds East a distance of 437.56 feet to a point on the North line of said Quarter-Quarter-Quarter Section;

thence along said North line, North 89 degrees 51 minutes 58 seconds East a distance of 25.00 feet to the point of beginning, containing 0.251 acres (10,941 square feet), more or less.



ACCEPTED THIS DATE 28th OF August 2017

Dan Saylor, Commissioner

Marlin Weisheit, Commissioner

Robert Johnson, Commissioner

ATTEST:

County Auditor, Deborah Stevens

This instrument prepared by Charles L. Martin,
MARTIN & MARTIN, Attorneys at Law, P.C.,
125 S. Second Street, P. O. Box 29, Boonville, IN 47601

Street Acceptance

Date: _____ Receipt#: 22294

NAME OF SUBDIVISION: N/A

as recorded in _____ 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
Sycamore Corner Road	490'

Subdivision Developer

This request is accompanied by a certificate of _____, Licensed Land Surveyor-Engineer, that the streets were constructed in accordance with the plans approved by the Board of County Commissioners.

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: August 28, 2017

BOARD OF COUNTY COMMISSIONERS

ATTEST: COUNTY AUDITOR

This instrument was prepared by : Jim Klump

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.

Jim Klump

Warrick County Commissioners
107 W. Locust Street, Suite 301
Boonville, IN 47601
Phone: (812) 897-6120; Fax: (812) 897-6189

Marlin Welsheit Dan Saylor Bob Johnson

September 11, 2017

Nick Atherton
ENERGY SYSTEMS GROUP, LLC
4655 Rosebud Lane
Newburgh, IN 47630

Dear Mr. Atherton:

Re: Letter of Authorization — Energy, Alternative Fuels & Infrastructure Analysis

Warrick County, Indiana (the "County") hereby authorizes ***Energy Systems Group, LLC*** ("ESG") to perform an Energy, Alternative Fuels and Infrastructure Analysis for the purpose of reducing energy usage and identifying critical improvements in their County facilities, primarily the Old Courthouse. This authorization follows the County's July 31, 2017 Qualifications Based Selection of ESG to perform limited cost estimating and related professional project evaluation services for the purpose of identifying the most appropriate means to implement the County's project to renovate the Warrick County Old Courthouse (the "Initial evaluation"). By this letter, the County authorizes ESG's initial evaluation, which will include, but is not necessarily limited to, feasibility assessments described herein of the following County facilities: the Warrick County Courthouse and the Warrick County Judicial Building.

ESG's Initial Evaluation Shall Include:

1. Executive Summary detailing project potential
2. List of potential Energy Conservation Measures (ECMs)
3. Match the energy and infrastructure improvements to any revisions in the building use plan.
4. Financial Pro Forma detailing anticipated project cost and savings
5. Next steps required for implementation of Performance-Based Guaranteed Energy Program
6. Sample procurement documents
7. Additional site observations
8. Financial estimates for County desired project, including project alternatives
9. Public Relations and Communications Campaign - Creative ideas and options to positively communicate energy and sustainability initiatives in the County. This could include web page development, informational kiosks, energy use dashboards, coordinated press releases, etc.

We Shall:

1. Provide ***ESG*** copies of actual utility bills for electric, gas, water, sewer and fleet fuel use (minimum one year history).
2. Provide ***ESG*** copies of any available record drawings or blueprints.
3. Provide ***ESG*** access to any feasibility studies, audits or energy grants and the recommended improvements.

4. Provide ***ESG*** with your Comprehensive Annual Financial Report (CAFR).
5. Provide a knowledgeable person to escort ***ESG*** through the facility.
6. Provide an organizational chart or understanding of organizational structure along with a detailed understanding of the decision-making process.
7. Allow ***ESG*** to present its initial findings to the County Commissioners and County Council as appropriate.
8. Endorse a Request for Qualifications (RFQ) to select a qualified provider for a Detailed Energy Analysis.

Estimated Timeline with Milestones:

a.	County Commissioners selection	8/28/17
b.	County Commissioners authorization to proceed	9/7/17
c.	County Commissioners authorization to advertise RFP for qualifications	8/28/17
d.	Advertise RFP for qualifications	9/1/17, 9/8/17
e.	Compile infrastructure information i. Utility bills, ops costs, site drawings, capital plans, studies, etc.	8/29/17 — 9/6/17/17
f.	Perform site visits i. Identify escorts	9/6/17 — 9/12/17
g.	Provide initial cost estimates for project and project alternatives	10/1/17
h.	RFP response due	10/16/17
i.	County Commissioners selection	10/23/17
j.	Negotiate Project Development Agreement (PDA)	10/24/17
k.	Conduct Detailed Development	10/25/17 — 12/25/17
l.	Present Findings and Solutions of Detailed Development	12/26/17
m.	Final contract preparation & signature	(12/26/17 — 12/31/17)
n.	Construction phase begins	TBD

General Conditions:

1. As consideration for ESG's timely provision of initial cost estimates pursuant to this Letter of Authorization, the County agrees to pay ESG a lump sum of Five Hundred Dollars ($500.00) within fifteen (15) days of ESG's provision of its cost estimate report.
2. The County shall incur no upfront cost for the Energy, Alternative Fuels & Infrastructure Analysis. These costs are part of ESG's engineering and will be included in its projected project costs should the County select ESG to implement the project.
3. Warrick County acknowledges and agrees that unless and until the County elects to move forward with the project and the parties agree otherwise, ESG shall retain ownership of any and all documents, data, studies, and reports prepared or compiled in connection with the performance of services authorized by this letter.
4. This letter shall not preclude ESG from conforming with the requirements of any article of procurement advertised and issued by the County in connection with a potential energy performance contracting project; nor shall it obligate the County in any way to select ESG following a competitive procurement.

ESG is hereby authorized to proceed with this initial evaluation as the first phase of a prospective Performance-Based Guaranteed Energy Program.

Letter of Authorization — Feasible Energy Analysis
Page 3 of 3
September 11, 2017

Sincerely,

Marlin Weisheit
Warrick County Commissioners
Warrick County, Indiana

Warrick County Claims for Payment

AFLAC PREMIUM HOLDING	$	4,428.85
AMY POLLOCK	$	129.00
APPLIED LAND SOLUTIONS	$	3,093.75
AT&T	$	82.29
BENISTAR/HARTFORD-6795	$	20,079.60
BOONVILLE NATURAL GAS CORP.	$	206.69
BOONVILLE UTILITIES	$	2,289.57
BOSTON MUTUAL LIFE INSURANCE CO	$	1,870.88
BRETT W KRUSE	$	382.73
CATHY OSER	$	28.28
CORRISOFT, LLC	$	226.60
DAWN GARRETT	$	100.49
DELTA PROPERTIES LLC	$	2,409.00
EVER-CLEAN SERVICES, INC.	$	339.00
FIRST BANKCARD	$	486.61
HOOSIER BUSINESS MACHINES INC.	$	97.90
HOUSTON LANDSCAPING	$	660.00
LOCHMUELLER GROUP	$	13,965.05
MEDICAL BENEFITS ADMINISTRATORS, INC.	$	178,423.03
PURDUE CES FUND-WARRICK COUNTY	$	625.36
PURDUE UNIVERSITY COOPERATIVE EXT. SERV.	$	509.66
QUALITY CORRECTIONAL CARE, LLC	$	27,946.66
SANDERS, CHERYL	$	14.41
SHAMMAH INVESTMENTS LLC	$	5,402.64
SMITH, RANDALL & JAMIE	$	150.00
SUPERIOR AG RESOURCES	$	1,081.35
TRANE SUPPLY	$	1,494.00
UNIFIRST CORPORATION	$	213.49
WARRICK COUNTY MUSEUM, INC	$	2,546.71
WARRICK COUNTY TREASURER	$	677.00
ALPHA LASER SERVICES	$	176.15
ALTSTADT'S	$	117.96
AT&T	$	1,053.13
BEEM, JUDY	$	163.24
BOONVILLE UTILITIES	$	4,100.58
BOONVILLE WATERWORKS	$	1,234.98
BUSINESS EQUIPMENT	$	23.10
CAROL RUFF	$	113.25
CARROLS LLC	$	6,085.00
CDW GOVERNMENT, INC.	$	60.60
CHILD SUPPORT ENFORCEMENT AGENCY	$	282.26
CHODKIEWICZ, CHERYL	$	51.92
CLERK - WARRICK COUNTY SUPERIOR COURT	$	67.50
CLERK OF THE COURTS-ANNUAL FEES	$	1,080.00
CLERK-TREASURER--BOONVILLE	$	145,517.58
CLERK-TREASURER--CHANDLER	$	24,159.75
CLERK-TREASURER--ELBERFELD	$	5,065.50
CLERK-TREASURER--LYNNVILLE	$	4,034.42
CLERK-TREASURER--NEWBURGH	$	27,916.92
CLERK-TREASURER--TENNYSON	$	1,444.92
CORRISOFT, LLC	$	51.60
TEAMSTERS LOCAL #215	$	2.00
DIVISION OF CHILD SUPPORT	$	104.00
DUKE ENERGY	$	161.79
FAIRFIELD INN & SUITES LOUISVILLE	$	182.00
FIDLAR TECHNOLOGIES INC	$	1,250.42
FIRST BANKCARD	$	1,108.63
GIBSON COUNTY ABSTRACT & TITLE COMPANY	$	400.00
GREG A GRANGER	$	33.69
HARSHAW TRANE SERVICE INC.	$	2,390.50
HOUSTON LANDSCAPING	$	60.00
INDIANA AMERICAN WATER	$	20.73
KATHY MANNING	$	108.68
LESLIE, BEVERLY	$	2,630.93
MCDONALD LAW OFFICE	$	1,300.00
MELODY NELSON	$	67.40
MERCEDES MEDICAL	$	200.00
MORRIE DOLL	$	412.50
MOUNTAIN VALLEY OF EVANSVILLE	$	8.00
MULZER CRUSHED STONE, INC.	$	3,181.17
NEOPOST POSTAGE ON CALL	$	1,000.00
OFFICE DEPOT, INCORPORATED	$	472.58
POELEIN, RONALD & BARBARA	$	261.61
POSEY'S SUPERMARKET INC	$	42.50
SHEPHERD INSURANCE	$	1,301.76
SPENCER COUNTY CLERK	$	30.00
STAPLES	$	274.12
STEVEN A. SHERWOOD	$	15.00
TEVAULT, KYLE	$	600.00
THE MASTER'S TOUCH LLC	$	4,530.25
THE MURPHY ELEVATOR CO INC	$	275.91
TRACIE GREEN	$	48.84
TRACTOR SUPPLY CO	$	228.51
TREASURER STATE OF INDIANA	$	17,887.00
TRIO VISION, LLC	$	2,600.00
TYLER TECHNOLOGIES, INC	$	17,130.00
U.S. BANK	$	225.59
UNIVERSITY OF LOUISVILLE/SO POLICE INSTI	$	2,390.00
VECTREN ENERGY DELIVERY	$	6,313.30
WABASH VALLEY SERVICE CO	$	45.85
WARRICK CO DEPT OF PARKS & REC	$	980.01

WARRICK COUNTY TREASURER	$	959,523.17
WARRICK PUBLISHING CO	$	30.00
WESCO DISTRIBUTION, INC.	$	1,275.20
WHITLEDGE TREE SERVICE LLC	$	500.00
WOWI BUSINESS	$	3,822.86
WTH TECHNOLOGY, INC.	$	2,400.00
ZIEMER STAYMAN WEITZEL SHOULDERS	$	1,250.00
CARD SERVICE CENTER	$	789.12
CATHY OSER	$	10.33
CLERK-TREASURER--BOONVILLE	$	194.37
EVANSVILLE WATERWORKS DEPT	$	38.06
FIRST BANKCARD	$	26.95
FRONTIER	$	294.26
GIBSON COUNTY ABSTRACT & TITLE COMPANY	$	411.00
HEALTH RESOURCES INCORPORATED	$	7,877.12
HOUSTON LANDSCAPING	$	600.00
INDIANA DEPARTMENT OF REVENUE	$	111.14
INDIANA RECORDERS ASSOCIATION	$	70.00
JSK ASSOCIATES INC	$	3,510.00
LESLIE, BEVERLY	$	2,855.43
LIEBERMAN TECHNOLOGIES	$	1,100.00
MCDONALD LAW OFFICE	$	1,300.00
MERCEDES MEDICAL	$	300.00
METZGER CONSTRUCTION CO INC.	$	206,718.00
MORLEY & ASSOCIATES INC.	$	28,280.00
OnSolve, LLC	$	20,750.00
R & A SPORTS	$	106.00
REDWOOD TOXICOLOGY LABORATORY INC.	$	1,075.50
REDWOOD TOXICOLOGY LABS	$	1,155.00
SIEGELS	$	329.93
SPRINT	$	810.40
THE TOWN OF NEWBURGH	$	53.88
THOMSON REUTERS	$	911.90
TOM NAAS HOMES	$	1,000.00
U.S. BANK	$	815.62
VECTREN ENERGY DELIVERY	$	525.31
VERIZON WIRELESS	$	90.03
WABASH VALLEY SERVICE CO	$	6,560.95
WARRICK COUNTY TREASURER	$	402.50
WOWI BUSINESS	$	209.62
XEROGRAPHIC BUSINESS SYSTEM	$	27.75
ADVANCED SYSTEMS TECHNOLOGY	$	172.50
AIGNER HARDWARE	$	842.80
AIRGAS USA, LLC	$	88.62
ALTSTADT'S	$	94.70
AMERICAN SCREENING CORPORATION	$	186.50
B-HIVE PRINTING	$	751.50

BAILEY'S	$	57.00
BOONE FUNERAL HOME	$	100.00
BRITE	$	212.00
BUMPER TO BUMPER / BTB CHANDLER	$	56.92
C & I ELECTRONICS	$	870.85
CDW GOVERNMENT, INC.	$	50.16
CHIEF SUPPLY CORP	$	181.49
CHRISTOPHER J KIEFER	$	4,000.00
CUSTOM SIGN & ENGINEERING, INC	$	375.37
DIGITAL ALLEY	$	145.00
EAST PINES ANIMAL CLINIC INC	$	64.50
EMERGENCY PROF OF INDIANA PC	$	109.30
EROSION RESOURCES & SUPPLY	$	77.00
FARRIS REPORTING	$	257.35
FERGUSON ENTERPRISES INC #1480	$	14.89
FORTERRA PIPE & PRECAST-MIDWEST REG US	$	290.00
GARCIA LAB	$	110.00
GEM CHEMICAL COMPANY, INC.	$	1,600.45
GLAXOSMITHKLINE PHARMACEUTICALS	$	1,440.00
HARSHAW TRANE SERVICE INC.	$	541.75
J & J SUPPLY, INC.	$	4,677.97
JACKIE RAMSEY	$	45.69
KENWAY DISTRIBUTORS INC	$	532.16
LARRY'S AUTO REPAIR	$	3,877.62
LAW CHEVROLET BUICK PONTIAC	$	156.77
MCKESSON MEDICAL-SURGICAL INC.	$	298.30
MEUTH CONSTRUCTION	$	225.00
MILLS GRAPHICS	$	675.00
NIX SANITARY SERVICE	$	140.00
O'REILLY AUTO PARTS	$	68.39
OFFICE CONNECTION	$	400.85
OFFICE DEPOT, INCORPORATED	$	275.93
PC QUEST	$	779.98
QUILL CORPORATION	$	617.94
RYANS ACE HARDWARE	$	3.66
SENTINEL OFFENDER SERVICES LLC	$	326.60
SERVICE PUMP AND MACHINE	$	2,638.00
SIEGELS	$	59.08
ST VINCENTS WARRICK EMERGENCY	$	345.05
ST. MARY'S MEDICAL GROUP LLC	$	178.80
ST. VINCENT OCCUPATIONAL	$	120.00
STONE RIDGE EQUINE CARE	$	474.00
SUPERIOR AG RESOURCES	$	226.11
SW INDIANA REGYTH VILLAGE	$	23,632.00
TAB PRODUCTS CO. LLC	$	1,088.58
TOWN & COUNTRY POOLS, INC.	$	95.85
TRI-STATE FIRE PROTECTION INC.	$	145.00

TRI-STATE REPORTING, INC.	$	715.02
TRI-STATE SYSTEMS INC	$	657.74
UNIFIRST CORPORATION	$	97.24
VANDERBURGH COUNTY CORONER	$	400.00
WARRICK COUNTY TREASURER	$	1,144.70
WARRICK PUBLISHING CO	$	72.01
WENTZEL ENGRAVING	$	200.00
WEX BANK	$	87.00
Grand Total:	**$**	**1,880,238.76**

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 28th, 2017. IC 5-11-10-2 permits the governing body to sign the accounts Payable Voucher Register in lieu of signing each claim the governing body is allowing. We have examined the vouchers listed on the foregoing Accounts Payable Voucher Register, in the total amount of: $1,880,238.76 Dated this 28th day of August, 2017. Debbie Stevens, Auditor of Warrick County

Marlin Weisheit, President

Dan Saylor, Vice President

Bob Johnson, Member

Debbie Stevens, Auditor

Version 6-8-2017

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of 8/28, 2017 ("Effective Date") by and between Warrick County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C. ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1600739

Project Description: Replacement of Warrick County Bridge No. 113, Shilo Road over Barren Fork

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 2021. 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 $ 261,100.00.

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.

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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

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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-CONSULTANT'S 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, lessors 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 nondiscrimination 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 his/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 suit, 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 purpose 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 Contact. 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:

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Notices to the LPA shall be sent to:

Robert Howard, P.E.
107 West Locust Street, Room 208
Boonville, IN 47601

Notices to the CONSULTANT shall be sent to:

James B. Longest, President
8126 Castleton Road
Indianapolis, IN 46250

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.

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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 the receipt 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 the address shown in Section 23 above.

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.

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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.

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35. **Termination for Default.**

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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.

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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

Signature

James B. Longest, President
(Print or type name and title)

Attest:

Signature

Tara Lloyd, Project Coordinator
(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

Dan Saylor, Commissioner
(Print or type name and title)

Signature

Marlin Weisheit, Commissioner
(Print or type name and title)

Signature

Robert Johnson, Commissioner
(Print or type name and title)